



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**NOVEMBER 18, 2014
6:00 PM**

CALL TO ORDER	THE HONORABLE NORMAN JACKSON
INVOCATION	THE HONORABLE BILL MALINOWSKI
PLEDGE OF ALLEGIANCE	THE HONORABLE BILL MALINOWSKI

Presentation Of Resolutions

1. Resolution Honoring Judge Michael Davis for 45 years of service and on being the longest serving magistrate in the State of South Carolina [JACKSON]

Approval Of Minutes

2. a. Special Called Meeting: October 28, 2014 [PAGES 10-14]
b. Zoning Public Hearing: October 28, 2014 [PAGES 15-17]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Contractual Matter: Solid Waste
b. Contractual Matter: Waterpark Contract
c. Economic Development Land Purchase
d. Legal Update: Columbia Venture

Citizen's Input

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

Report Of The County Administrator

5. a. Cook's Mountain/Goodwill Plantation - Conservation Commission's Proposed Response to DNR **[PAGES 21-22]**
- b. Employee Grievances (2)
- c. 2015 Council Retreat Update
- d. Mitigation Bank Update

Report Of The Clerk Of Council

6. a. Richland County Office of Small Business Opportunity Grand Opening, November 19th, 11:30 AM - 3:00 PM

Report Of The Chairman

7. a. Personnel Matter

Presentations

8. LRADAC - Gayle Aycock, President & CEO

Open/Close Public Hearings

9.
 - a. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to Appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on Host Fee Charges to be used for Economic Development Operating Cost
 - b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County
 - c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina
 - d. An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor
 - e. An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic
 - f. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency
 - g. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2,

Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department

h. Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto

i. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue credits to a company identified for the time being as Project Peak; and other related matters

Approval Of Consent Items

10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County [**THIRD READING**] [**PAGES 27-54**]
11. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina [**THIRD READING**] [**PAGES 55-60**]
12. An Ordinance Authorizing a lease to Untied Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [**THIRD READING**] [**PAGES 61-72**]
13. An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic [**THIRD READING**] [**PAGES 73-85**]
14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency [**THIRD READING**] [**PAGES 86-91**]
15. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on host fee charges to be used for Economic Development operating cost [**THIRD READING**] [**PAGES 92-94**]
16. 14-25MA
John May
RU to RC (.22 Acres)
10461 Wilson Blvd.
15000-02-08 [**SECOND READING**] [**PAGES 95-96**]

17. 14-26MA
Eddie Roberts
M-1 to GC (.36 Acres)
10203 Two Notch Rd.
22909-01-01 **[SECOND READING] [PAGES 97-98]**
18. 14-28MA
Thomas Crowther
RM-HD to GC (11.90 Acres)
3533 Broad River Rd.
06110-04-05(p) **[SECOND READING] [PAGES 99-101]**
19. 14-30MA
Ray O'Neal
RU to GC (.66 Acres)
8505 Garners Ferry Rd.
21800-05-06 **[SECOND READING] [PAGES 102-103]**
20. 14-31MA
Bill Dixon
PDD to PDD (65.94 Acres)
Greenhill Parkway & Two Notch Rd.
25800-03-40 **[SECOND READING] [PAGES 104-107]**
21. Microphone Mute Options for Council Chambers **[PAGES 108-111]**
22. RC Souvenirs: **[PAGES 112-116]**
23. Roofing Project – Lower Richland Fire Station **[PAGES 117-120]**
24. Exploration and Development of a “Preservation Land Management Plan” **[PAGES 121-124]**
25. FY 14-15 Annual Action Plan - Council Approval **[PAGES 125-156]**
26. Department of Public Works: S. Scott Rd. Drainage Project **[PAGES 157-161]**
27. Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes **[PAGES 162-171]**
28. Budget Amendment – Grant Match **[FIRST READING] [PAGES 172-176]**
29. Extension of ACH Chemical Supply Contract-Utilities Broad River WWTF **[PAGES 177-187]**
30. Coroner-Purchase of Three 2015 Chevy Tahoes **[PAGES 188-190]**
31. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference **[FIRST READING] [PAGES 191-203]**

32. An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project [**FIRST READING**] [**PAGES 204-214**]
33. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference [**FIRST READING BY TITLE ONLY**] [**PAGES 215-219**]
34. Employee Benefits Package Comparison [**PAGES 220-230**]

Third Reading Items

35. Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC LLC), and other matters related thereto [**PAGES 231-236**]
36. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department [**PAGES 237-254**]

Second Reading Items

37. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Blue Atlantic Columbia, LLC, previously identified as Project Peak; and other related matters [**PAGES 255-272**]
38. Authorizing the execution and delivery of an amendment to the fee agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters [**PAGES 273-325**]

Report Of Administration And Finance Committee

39. Professional Services / Airport Work Authorizations 6 & 7 [**PAGES 326-336**]
40. Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8 [**PAGES 337-348**]
41. Construction Contract Award / Airport Stream and Wetland Mitigation project [**PAGES 349-356**]
42. Professional Services / Stormwater Management Work Authorization 9 [**PAGES 357-371**]

Report Of Economic Development Committee

- 43. a. Longbranch Farms Option Exercise [**PAGES 373-384**]
- b. Blythewood Industrial Site Planning Grant
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to 3130 Bluff Road, LLC; and other related matters [**FIRST READING BY TITLE ONLY**] [**PAGE 385**]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

- 44. Airport Commission-1; there is one vacancy on this commission, and one application was received from the following:

Joel McCreary [**PAGES 387-393**]

- 45. Historic Columbia Foundation-1; there is one position on the Foundation; an application was received from the following: [**PAGES 394-397**]

Rena N. Grant*

*Eligible for re-appointment

2. Discussion From Rules And Appointments Committee

- 46. Procurement Review Panel [**PAGES 398-400**]
- 47. Council review why varying boards have varying terms and consider if terms should be consistent [Dixon, Malinowski and Manning]

Other Items

- 48. REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Package E Bid Results [**PAGES 403-404**]
- b. Limited Notice Contract for Dirt Road Paving Team

- 49. REPORT OF THE FIRE ADVISORY COMMITTEE

Citizen's Input

- 50. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 51. a. I move that County Council amend its rules to require roll call voting on every vote taken.

[ROSE]

b. Motion to direct the Clerk's Office to work with school district 1, 2, and 5, to create a way for their students to display art work throughout the county building. [DIXON AND WASHINGTON]

c. I move to direct staff and the clerk's office to develop a plan of action to develop a comprehensive youth program for Richland County that will identify and offer a solution for the youth we classify as "at risk" [ROSE]

d. Move that the terms of Board members to the Lexington Richland Alcohol & Drug Commission (LRADAC) be changed from "two, three year terms" to "three, three year terms" so that Richland County appointees have the same opportunities for extended service on this board as Lexington County appointees are currently allowed [PEARCE]

e. Move that the Economic Development Committee develop an Ordinance or Resolution providing for an annual compliance audit of all private student housing developments located in Richland County that have been provided property tax abatements and/or other financial incentives by Richland County Council and that this provision be incorporated into all current and future agreements related to student housing. The cost of these audits will be born by the recipient of the financial incentives [PEARCE]

Adjournment



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

Resolution Honoring Judge Michael Davis for 45 years of service and on being the longest serving magistrate in the State of South Carolina [JACKSON]

Richland County Council Request of Action

Subject

- a. Special Called Meeting: October 28, 2014 [**PAGES 10-14**]
- b. Zoning Public Hearing: October 28, 2014 [**PAGES 15-17**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

SPECIAL CALLED MINUTES

October 28, 2014
7:15 PM
County Council Chambers

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

CALL TO ORDER

Mr. Jackson called the meeting to order at approximately 7:20 PM

INVOCATION

The Invocation was given by the Honorable Jim Manning

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Jim Manning

{Council recessed at 7:23 PM and reconvened at 7:25 PM}

PRESENTATION OF RESOLUTION

Resolution Recognizing the Importance of Environmental Systems Operators

[JACKSON] – Mr. Jackson presented a resolution recognizing the Importance of Environmental Systems Operators to representatives of the Utilities Department.

APPROVAL OF MINUTES

Regular Session: October 21, 2014 – Ms. Dixon moved, seconded by Mr. Washington, to approve the minutes as submitted. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Pearce stated that there was an the Richland County Sheriff's Department (RCSD) Sole Source Purchase Leica Comparison Microscope item from the A&F Committee needed to be added to the agenda due to the item being time sensitive.

Mr. Washington requested that the agenda be reordered to take up both Citizens' Input before the Report of the Attorney for Executive Session.



Council Members Present

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

Others Present:

Tony McDonald
Sparty Hammett
Roxanne Ancheta
Warren Harley
Laura Saylor
Daniel Driggers
John Hixon
Justine Jones
Monique Walters
Rob Perry
Brandon Madden
Beverly Harris
Quinton Epps
Brad Farrar
Michelle Onley
Donny Phipps
Larry Smith
Cheryl Patrick
Tracy Hegler
Amelia Linder
Dwight Hanna
Monique McDaniels
Anna Lange
Nelson Lindsay
Elizabeth McLean

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Special Called
Tuesday, October 21, 2014
Page Two



Mr. Manning moved, seconded by Ms. Dixon, to approve the agenda as amended. The vote in favor

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

a. PDT Contract

CITIZENS' INPUT **(For Items on the Agenda Not Requiring a Public Hearing)**

No one signed up to speak.

CITIZENS' INPUT **(Must Pertain to Items Not on the Agenda)**

Ms. Wendy Brawley, Ms. Helen Taylor Bradley and Ms. Cameo Green spoke to Council regarding transparency.

*Council went into Executive Session at approximately 7:39 p.m.
and came out at approximately 8:19 p.m.*

a. PDT Contract – Mr. Pearce moved, seconded by Mr. Malinowski, to approve the contract with the Program Development Team as distributed.

Ms. Dixon made a substitute motion, seconded by Mr. Jackson, to defer this item.

The substitute motion failed.

The vote was in favor of approval of the contract as distributed.

Mr. Manning moved, seconded by Mr. Rush, to reconsider this item. The motion for reconsideration failed.

REPORT OF THE COUNTY ADMINISTRATOR

No report was given.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Special Called
Tuesday, October 28, 2014
Page Three



REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

No report was given.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$89,250 of Hospitality Fund Balance to provide funding for Famously Hot New Year – No one signed up to speak.**

THIRD READING ITEM

An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$89,250 of Hospitality Fund Balance to provide funding for Famously Hot New Year – Mr. Washington moved, seconded by Ms. Dixon, to approve this item. The vote was in favor.

Mr. Washington moved, seconded by Ms. Dixon, to reconsider this item. The motion for reconsideration failed.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

Waterpark Selection Committee Recommendation – Mr. Livingston stated the committee recommended to direct staff to negotiate and recommend an award of a contract.

The vote on this item was deferred until after Executive Session.

Project LM Update – This item was held in committee.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- Right of Entry Agreement with SCDOT – Hardscrabble Road Widening Project** – Mr. Livingston stated that the committee recommended approval of the right of entry agreement with SCDOT. The vote in favor was unanimous.
- PDT Contract** – This item was taken up in Executive Session.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Special Called
Tuesday, October 28, 2014
Page Four



REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Richland County Sheriff's Department (RCSD) Sole Source Purchase Leica Comparison Microscope – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

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

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:30 p.m.
and came out at approximately 8:33 p.m.*

- a. **Waterpark Selection Committee Recommendation** – The committee's recommendation was for approval. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 8:34 PM.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Special Called
Tuesday, October 28, 2014
Page Five

Torrey Rush

Kelvin E. Washington, Sr.

The Minutes were transcribed by Michelle M. Onley, Deputy Clerk of Council



RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

October 28, 2014
7:00 PM
Council Chambers

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

CALL TO ORDER

Mr. Jackson called the meeting to order at approximately 7:03 PM

ADDITIONS/DELETIONS TO THE AGENDA

Ms. Hegler stated that the draft Comprehensive Plan Update was distributed to Council. The Planning Commission will be taking it up at their November 5th meeting.

Ms. Dixon moved, seconded by Mr. Washington, to adopt the agenda as published. The vote in favor was unanimous.

MAP AMENDMENTS

14-13MA, Toby Ward, RS-LD to OI (2.9 Acres), 1335 Elm Abode Terr., 07308-05-08 [FIRST READING] – Mr. Livingston moved, seconded by Mr. Manning, to accept the applicant's withdrawal. The vote in favor was unanimous.

14-25MA, John May, RU to RC (.22Acres), 10461 Wilson Blvd., 15000-02-08 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. John May, the applicant, spoke in favor of this item.

The floor to the public hearing was closed.

Ms. Dixon moved, seconded by Mr. Malinowski, to defer this item until the November Zoning Public Hearing.

Ms. Dixon withdrew her motion.

Mr. Pearce moved, seconded by Mr. Malinowski, to approve the re-zoning request. The vote in favor was unanimous.



Council Members Present

Norman Jackson, Chair
District Eleven

Julie-Ann Dixon
District Nine

Paul Livingston
District Four

Bill Malinowski
District One

Jim Manning
District Eight

Greg Pearce
District Six

Seth Rose
District Five

Torrey Rush
District Seven

Kelvin E. Washington, Sr.
District Ten

Others Present:

Tony McDonald
Sparty Hammett

Geo Price
Tommy DeLage

Tracy Hegler
Amelia Linder

Holland Leger
John Hixon

Rob Perry
Chris Gossett

Roxanne Ancheta
Warren Harley

Quinton Epps
Chad Fosnight

Monique Walters
Michelle Onley

Monique McDaniels

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Zoning Public Hearing
Tuesday, October 28, 2014
Page Two



14-26MA, Eddie Roberts, M-1 to GC (.36Acres), 10203 Two Notch Rd., 22909-01-01 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. Eddie Roberts, the applicant, spoke in favor of this item.

The floor to the public hearing was closed.

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

14-27MA, Daryl Barnes, RS-LD to NC (.57 Acres), 5430 Lower Richland Blvd., 21710-01-01 [FIRST READING]

Mr. Washington moved, seconded by Mr. Livingston, to defer this item and the public hearing until the November Zoning Public Hearing. The vote in favor was unanimous.

14-28MA, Thomas Crowther, RM-HD to GC (11.90 Acres), 3533 Broad River Rd., 06110-04-05(p) [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. Washington moved, seconded by Mr. Malinowski, to defer this item until the November Zoning Public Hearing.

Mr. Rush made a substitute motion, seconded by Mr. Jeter, to approve the re-zoning request.

Mr. Washington withdrew his motion for deferral.

The vote in favor was unanimous.

{Council recessed at 7:20 PM and reconvened at 7:23 PM}

14-30MA, Ray O'Neal, RU to GC (.66 Acres), 8505 Garners Ferry Rd., 21800-05-06 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Zoning Public Hearing
Tuesday, October 28, 2014
Page Three

Mr. Malinowski moved, seconded by Mr. Livingston, to approve the re-zoning request. The vote in favor was unanimous.

14-31MA, Bill Dixon, PDD to PDD (65.94 Acres), Greenhill Parkway & Two Notch Rd., 25800-03-40 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. Bill Dixon, the applicant, spoke in favor of this item.

The floor to the public hearing was closed.

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

ADJOURNMENT

The meeting adjourned at approximately 7:24 PM



Richland County Council Request of Action

Subject

- a. Contractual Matter: Solid Waste
- b. Contractual Matter: Waterpark Contract
- c. Economic Development Land Purchase
- d. Legal Update: Columbia Venture

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Cook's Mountain/Goodwill Plantation - Conservation Commission's Proposed Response to DNR [**PAGES 21-22**]
- b. Employee Grievances (2)
- c. 2015 Council Retreat Update
- d. Mitigation Bank Update

MEMORANDUM

TO: Mr. Tony McDonald, County Administrator

FROM: Carol Kososki, Chair 
Richland County Conservation Commission (RCCC)

DATE: November 13, 2014

RE: RCCC Recommendations for Cook's Mountain and Goodwill Management Plan

The permanent preservation of Cook's Mountain and Goodwill through the creation of the publicly-owned Wateree River Heritage Preserve will bring more nature-based activities for Richland County residents and a new attraction to entice eco- and heritage tourists to the County. However, Richland County Conservation Commission is concerned the outline of the management plan does not provide maximum public use and does not adequately protect historic features.

After presentations by Mr. Bob Perry, Director of Environmental Programs for SC Department of Natural Resources (SCDNR) to Richland County Council Oct 7, 2014 and to RCCC on October 27, 2014 on the conceptual overview of the SCDNR management plan for the Cook's Mountain and Goodwill mitigation properties (properties), RCCC developed the following recommendations for Council:

- 1) **Designate RCCC as the County representative to work with SCDNR in the development of the management plan. Lower Richland community groups should also be included in the plan development.**
- 2) **Daily access for non-hunters should be provided – no exclusive use for hunting. The properties can be segmented for same-day joint use so that hunting and hiking co-exist in different areas. The top of Cook's Mountain and river access should be available to all every day.**
- 3) **All identified cultural and historical resources should be protected and preserved; including, but not limited to graves and ditches and dikes built by enslaved Africans for rice production.**
- 4) **Eco/heritage tourism should be developed to promote a variety of sustainable economic outcomes from the mitigation properties.**

Development of the Management Plan

The SC Code of Laws §51-17-80 provides for a management plan to be developed for each property or preserve for uses and non-uses, areas in need of increased protection, and projected management costs. "All state, federal, county, local and private groups interested in the area shall be allowed to have input into the proposed management plan."

Richland County Council charged the Conservation Commission with conserving and preserving Richland County's natural, historical, and cultural resources and promoting tourism emphasizing these same resources. RCCC can best represent the County's interest in usage, historic preservation, environmental education, and tourism development by being involved at the front end of developing the management plan. Other counties do not have the equivalent of a Conservation Commission so SCDNR has not had the opportunity to partner with a single entity invested in these objectives.

Daily access for non-hunters

SCDNR clarified the number of days the properties will be closed exclusively for hunting is 49, with limited access on 62 days. RCCC contends the management plan should require segmentation of the properties so that same-day joint use for hunters and non-hunters will exist. This technique is applied elsewhere in SC, providing year-round daily access for a wide variety of activities.

Full-day closure of the properties for hunting would be detrimental to non-hunting activities for several reasons:

- Prime hunting times are spring and fall, exactly when people most enjoy nature-based activities.
- Scheduling is very difficult when properties are closed, especially if it seems random or the schedule is difficult to obtain. This applies to organizations, researchers, tourists, and residents.
- Tourists in particular are likely to be denied access if the properties are closed for hunting two or three days in a row.
- Saturdays are a favorite time for family outings.

RCCC also recommends the top of Cook's Mountain, the Wateree River bluffs, and access to the Wateree River be available on a daily basis. SCDNR should develop special programs to foster African American hunters as is done for youth and women.

Preservation of cultural and historic resources and eco/heritage tourism

One of the prime attractions of Goodwill is the historical features associated with the rice plantation. Ditches and dikes built by enslaved Africans circa 1830s are still visible today. At the request of SC Department of Archives and History, SCDNR will conduct a comprehensive cultural resources inventory that will likely uncover other resources, especially archaeological, in need of protection. Educational and interpretive programming will encourage heritage tourism which may help offset the removal of these properties from the County tax rolls.

Management, Restoration and Enhancement Plan

The RCCC is concerned with the adequacy of financial resources dedicated for the management and maintenance of the mitigation properties as well as the implementation of the restoration and enhancement plan. Although there is a substantial endowment, it is funded for a maximum of 15 years. There are 73 Heritage Trust preserves managed by SCDNR with ten land managers and some administrative staff. Haile mitigation properties will become the 74th Heritage Preserve and due to its large size (almost 3,700 acres), ecological diversity, and public use opportunities will require more staff than the fluctuating staff numbers SCDNR has presented.

Conclusion

Richland County will benefit greatly from the creation of the Wateree River Heritage Preserve, a place of great natural beauty, historical features not seen elsewhere in the County, and a needed locale for public hunting. Maximum benefit will accrue if the properties are available for all users on a daily basis and are managed in a way that promotes eco- and heritage tourism. The RCCC is very interested in this unique Richland County resource and believes our direct involvement in development of the SCDNR management plan for these properties can yield substantial benefits for all.

We appreciate the opportunity to provide comments to the Council and look forward to working with SCDNR on the management plan for these properties.

Richland County Council Request of Action

Subject

- a. Richland County Office of Small Business Opportunity Grand Opening, November 19th, 11:30 AM - 3:00 PM

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

LRADAC - Gayle Aycocock, President & CEO

Richland County Council Request of Action

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- a. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to Appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on Host Fee Charges to be used for Economic Development Operating Cost
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina
- d. An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor
- e. An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic
- f. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency
- g. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department
- h. Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto
- i. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue credits to a company identified for the time being as Project Peak; and other related matters

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County
[THIRD READING] [PAGES 27-54]

Notes

September 23, 2014 - The Committee recommended that Council approve the ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations. The Committee requested that Staff provide Council with the approved budget for the Mobile Home Abatement program.

First Reading: October 7, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

Richland County Government

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



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

Office of the County Administrator



MEMORANDUM

TO: Richland County Council
CC: Sparty Hammett, Assistant County Administrator
FROM: Brandon Madden, Manager of Research
DATE: September 29, 2014
RE: Estimate for Funding the Mobile Home Abatement Program

At the September 23, 2014 D&S Committee meeting, the Committee reviewed the ordinance amendment to Chapter 6 of the Richland County Code of Ordinances, which would add mobile home park regulations. The regulations would be enforced by the Building Codes and Inspections Department through a Mobile Home Abatement Program (Program).

At the meeting, the Committee recommended that Council approve the ordinance amendment. Also, the Committee requested that Staff provide Council with an approved budget for the Mobile Home Abatement Program. The approved budget for the program is as follows:

	<u>FY15 Budget Request</u>	<u>FY15 Annual Approved Cost</u>
Personnel	\$151,580.00	\$151,580.00
Operating	\$532,000.00	\$236,000.00
Capital	\$56,000.00	\$56,000.00
Total(s)	\$739,580.00	\$443,580.00

A total of \$443,580 was approved. As indicated by Staff at the D&S Committee meeting, a portion of the staff time and the operating costs (demolition funding) will also be used to address unsafe commercial structures. Council expanded the previous Unsafe Housing Program last year to include commercial structures, and Administration committed to identifying demolition funding in the FY15 budget.

Richland County Council Request of Action

Subject: Mobile Home Park Regulations that are enforced by the Building Codes and Inspections Department

A. Purpose

County Council is requested to approve an amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

B. Background / Discussion

Mobile homes have been a housing option in Richland County for years, maybe even decades. The economy, finances, and various reasons forced many people to find inexpensive living quarters. Mobile homes are an affordable housing option. At the same time as offering price competition, they may be installed easily and quickly, and require little or no interior finishing work prior to occupation. This makes mobile homes an affordable and attractive form of housing for many, on either individual lots or in parks.

Landowners have taken advantage of a lack of lot size, home area and density requirements and have crammed as many mobile homes onto their lots as possible in an effort to extract the maximum amount of rental income from the property for the lowest investment. Basic amenities such as fresh water, adequate sewage and garbage disposal, privacy and fresh air suffered as a result. Over time, these same mobile homes become dilapidated; tenants add on illegal additions and make alterations, which is in violation of federal, state and local regulations and laws.

Federal and State Regulations of Mobile Homes:

The Federal Manufactured Housing Act of 1974 was adopted by Congress in response to the high number of injuries and deaths resulting from defects in mobile homes, to regulate the construction and safety of manufactured homes. The Department of Housing and Urban Development (HUD) was given the authority to develop nationwide construction codes to improve the construction quality. Federal regulations became effective July 15, 1976. Mobile homes manufactured after this date shall display a HUD seal or data plate to verify construction.

State regulations of mobile homes and parks are covered under the following 1976 Code of Laws and Regulations of SC:

Code of Laws:

Title 31, Chapter 17, Mobile Homes and House Trailers
Title 27, Chapter 47, Manufactured Home Park Tenancy Act
Title 40, Chapter 29, Uniform Standards Code for Manufactured Housing

Code of Regulations:

Chapter 79, Department of Labor, Licensing and Regulation-Manufactured Housing Board
Chapter 61-40, Mobile/Manufactured Home Parks

The above list covers the construction and installation of mobile/manufactured homes, except for SC Regulation 61-40, which regulates the condition of mobile home parks.

However, there are currently no concise local regulations which the County could use to enforce the condition and maintenance of mobile homes and mobile home parks.

According to the Assessor's Office, the County has a record of 77 mobile home parks, containing an average of 10-20 mobile homes. Four of these mobile home parks contain over 100 mobile homes and one park has 370 mobile homes. There are 9,357 registered mobile homes in Richland County. There are 6,895 homes that are taxed separately from the land and 2,462 that are taxed with the land account. There are approximately 94 mobile home accounts where the Assessor's Office does not have a record of where the mobile home is located. These are older mobile homes that were registered in the 1960's and 1970's. They do not have a serial number on file for many of these, as well.

Establishing new regulations will create nonconforming issues. A nonconforming use should be subject to termination upon abandonment of the mobile home unit or park or transfer of ownership of unit or park. Mobile home park owners should be given a timeline to bring parks into compliance with current regulations.

Regulation of mobile homes and mobile home parks by the Building Codes and Inspections Department assures adequacy of water and waste disposal, and adequacy of police and fire protection, and other municipal functions which further the health, safety and general welfare, and which would then provide a higher quality of life for its citizens. This requires a balance between an individual's interest in using his/her property, the citizen's interest in affordable housing and the County's interest in conserving resources and planning for future community development. Mobile home and mobile home park regulation can provide a viable way to achieve this balance.

C. Legislative / Chronological History

On September 24, 2013, the D&S Committee recommended approving a staff-initiated request to establish Mobile Home Park Regulations. On October 1, 2013, County Council unanimously approved drafting an ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

D. Financial Impact

Request has been made in the budget for FY14/15 for: Two (2) Inspectors, one (1) Administrative Assistant to include benefits, Two (2) vehicles, I-Pads, cell phones and 1 computer/monitor and additional funds for abatement of homes.

E. Alternatives

1. Approve the ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.
2. Do not approve the ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

F. Recommendation

It is recommended that Council approve the ordinance amendment to Chapter 6 of the Richland County Code of Ordinances to add mobile home park regulations.

Recommended by: Donny Phipps

Department: Building Codes and Inspections

Date: April 3, 2014

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 4/14/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support approval of program however does not include any funding to operate program. As stated budget funds of approximately \$715k have been request in the FY15 budget process.

Legal

Reviewed by: Elizabeth McLean

Date: 4/16/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. I have no concerns with Council giving first reading approval; however, the Legal Department has not been involved in the drafting and review of the attached Draft Ordinance up to this point. As this issue is intertwined with multiple state laws and regulations, Legal would prefer to work with the Buildings and Inspections Department to ensure compliance with all applicable laws. Thus, if Council approves the draft for first reading, we request that Council allow Legal to work with the Buildings and Inspections Department to bring back any necessary changes to Council at second reading.

Administration

Reviewed by: Sparty Hammett

Date: 4/17/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the ordinance and the Mobile Home Abatement Program. If approved, Building Inspections staff would work directly with Legal to ensure compliance with all applicable laws. Funding for the program will be included in the County Administrator’s recommended budget if the program is approved by Council.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; SO AS TO PROVIDE REGULATIONS FOR THE CONSTRUCTION, USE, MAINTENANCE, AND OCCUPANCY OF MOBILE HOME PARKS, MOBILE HOME PARK SITES, MOBILE HOMES, PERMANENT BUILDINGS, ACCESSORY BUILDINGS OR STRUCTURES, AND BUILDING COMPONENTS LOCATED WITHIN A MOBILE HOME PARK OR A MOBILE HOME SITE, IN ALL PARTS OF THE UNINCORPORATED AREAS OF RICHLAND COUNTY.

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 6, Buildings and Building Regulations; Article XII, Penalties; is hereby amended to read as follows:

ARTICLE XII. MOBILE/MANUFACTURED HOME PARKS

Sec. 6-200. Purpose and scope.

(a) The provisions of this article shall apply to the construction, use, maintenance, and occupancy of mobile/manufactured homes, permanent buildings, accessory buildings or structures, and building components located, within mobile/manufactured home parks and mobile/manufactured home sites, in all parts of the unincorporated areas of Richland County.

(b) These provisions shall also apply to the use, maintenance, and occupancy of manufactured homes, mobile homes, and multifamily manufactured homes, and the installations for supplying fuel gas, water, electricity, and the disposal of sewage from accessory buildings or structures, building components, manufactured homes, multifamily manufactured homes and mobile homes located within mobile/manufactured home parks and mobile/manufactured home sites, in all parts of the unincorporated areas of Richland County.

(c) Existing construction, connections, and installations of units, accessory buildings and structures, building components, plumbing, electrical, fuel gas, fire protection, earthquake resistant bracing, and permanent buildings completed before **November 18, 2014** may continue in use so long as they were in compliance with requirements in effect at the date of their installation and are not found to be substandard or in violation of the International Property Maintenance Code.

Sec. 6-201. Definitions.

In addition to the definitions contained in this section, which shall apply in the interpretation and enforcement of these regulations, the definitions contained in Chapter

Two of the current International Property Maintenance Code and the definitions relating to building standards contained in the IBC and IRC, are also applicable to this article.

Applicable code. The code language of the county, state, or national code or standard, whichever is more stringent.

Approved. Acceptable to the South Carolina Department of Health and Environmental Control.

Accessory building or structure. A structure or use that is clearly incidental to and customarily found in connection with a principal building or use, is subordinate to and serves that principal building or use, and is subordinate in area, extent and purpose to the principal building or principal use served. An accessory structure must be on the lot on which the principal use is located.

Carport. An accessory structure for vehicle parking, used for shade or weather protection, supported by one or more posts or columns and partially supported by an accessory structure installed, erected, or used on a lot; or supported entirely by columns or posts and, other than flashing, not attached to or supported by a home or other accessory structure.

Family property mobile/manufactured home installation. Mobile homes occupied by family members on property owned by a member of the same family and not offered for rent or lease to the public. Such installations are exempt from this article.

Health authority. An authorized representative of the South Carolina Department of Health and Environmental Control.

Lot. A space within a mobile/manufactured home park or within a mobile/manufactured home site for the placement of a mobile/manufactured home.

Mobile/manufactured home. A factory assembled structure equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a dwelling. This definition shall include any structural addition to a mobile/manufactured home. The term “home” is included within this definition.

Mobile/manufactured home park. A parcel of land containing five (5) or more mobile/manufactured home lots which are available for rent or lease. The term “park” is included within this definition.

Mobile/manufactured home site. A parcel of land containing four (4) or less mobile/manufactured home lots which are available for rent or lease. The term “site” is included within this definition.

Permanent building. A structure that has its structural supports mounted into the ground and is not expected to change in status, condition, or place; and which is not on a lot and is expressly used in the operation of the park, such as for the park office, a community

center, or park storage facilities, and is under the control and ownership of the park/site owner or operator.

Permit. A written permit issued to a person who owns the mobile/manufactured home park by the health authority authorizing the mobile/manufactured home park to operate under this regulation; or a written permit issued by the Richland County Building and Inspections Department for any construction or demolitions.

Person. Any individual, firm, partnership, corporation, company, association or other entity.

Registered Owner. A person registered by the appropriate department as the owner of the mobile/manufactured home.

Sewer connection. All pipes, fittings and appurtenances from the drain outlet of the mobile/manufactured home to the inlet of the corresponding sewer riser.

Sewer riser pipe. That portion of the sewer lateral which extends vertically to or above the ground elevation and terminates at each mobile/manufactured home site. It contains a suitable connector which can be capped when not in use.

Storage Building. An accessory building located on a lot, and designed and used solely for the storage of personal equipment and possessions of the mobile/manufactured home's occupants.

Working Days. All days except Saturdays, Sundays, and applicable local, state and federal holidays.

Sec. 6-202. Permits.

(a) No person shall operate a mobile/manufactured home park or site, or a portion of a park or site, or rent, lease, sublease, hire out, or let out for occupancy, any new or existing lot or mobile/manufactured home within a park or site in the unincorporated areas of Richland County without a current permit to operate issued by the health authority and evidence of compliance with all Richland County Zoning, Building, Mobile/Manufactured Home, and Business License regulations.

(b) No person shall erect, construct, reconstruct, install, replace, relocate, or alter any building, structure, accessory building or structure, or building component; any electrical, mechanical, or plumbing equipment; or any fuel gas equipment and installations; or fire protection equipment within a park or site without first obtaining a permit from the Richland County Building Department.

Sec. 6-203. Copies of permits.

A copy of the "Permit to Operate" issued by the health authority shall be provided to the Property Maintenance Division for each mobile/manufactured home park or site.

Sec. 6-204. Layout plans.

(a) All mobile/manufactured home park development plans must be approved by the health authority. Detailed plans must be submitted to the Property Maintenance Division, which identify mobile homes and/or manufactured homes located in each approved space.

(b) All mobile home and manufactured home parks and sites shall meet the requirements of the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-92, MH Manufactured Home Residential District; and Article VI, Supplemental Use Standards; Section 26-151, Subsection (c), Standards; Paragraph (45), Manufactured Home Parks.

Sec. 6-205. Applicant documents.

(a) The owner, operator, or designated representative shall complete and submit a Mobile/Manufactured Home Park Registration Form for the park or site to the Property Maintenance Division.

(b) The owner, operator, or designated representative shall also submit completed Mobile/Manufactured Home Registration Forms for every mobile/manufactured home within the park or site to the Property Maintenance Division.

Sec. 6-206. Emergency information.

(a) The owner, operator, or designated representative of a mobile manufactured home park or site shall adopt an emergency preparedness plan and notify park or site residents how to obtain a copy of this plan. It shall be posted at the Manager's office or on-site at a central location.

(b) At a minimum, the following items should be included in a park or site's emergency preparedness plan:

- (1) Maps showing evacuation routes out of the park including all exits and alternate routes and exits.
- (2) The elevation of the park property if the park is in a floodplain.
- (3) Contact information for emergency government agencies, local fire and police department and community assistance organizations and other emergency agencies contact information.
- (4) Information on how residents may obtain additional materials for establishing an individual household emergency plan, emergency supply kits, and individual home safety recommendations.

Sec. 6-207. Reporting change in park status.

Mobile homes and manufactured homes cannot be moved in or out of a park or site without proper approval from Richland County Zoning, Permits, and Assessor's Office (i.e. Mobile Home Division). An operator of the park or site shall submit any change or information related to the park or site to these divisions within Richland County government. Changes in information shall include, but not be limited to:

(a) Change of mobile/manufactured home park or site name, mailing address, telephone number, management, or ownership;

(b) Change in the number of lots resulting from the sale, lease, removal, construction or alterations of existing lots or facilities; and

(c) Change in the number of mobile or manufactured homes resulting from demolition and/or removal or additional mobile or manufactured homes moved into the park or site.

Sec. 6-208. Swimming pools.

Pool and barrier standards for public and private swimming pools constructed or erected within a park or site shall comply with the currently adopted International Building Code and with the currently adopted International Property Maintenance Code.

Sec. 6-209. Inspections.

(a) An inspection of a mobile/manufactured home park or site shall be performed annually or as often as the Richland County Property Maintenance Division deems necessary for the enforcement of this article.

(b) The permit holder, to whom a construction work related permit is issued by the Richland County Building and Inspections Department, shall request inspections of all work allowed under such permit.

Sec. 6-210. Stop work order.

Whenever any work is performed in violation of the provisions of this chapter, the International Building Code, the Property Maintenance Code, or any other applicable provisions of law, the Property Maintenance Division shall post an order to stop work on the site and provide a written notice to the person responsible for the work being performed and the park owner. The work shall immediately stop until authorized to proceed by the Property Maintenance Division.

Sec. 6-211. General park and site requirements.

(a) Purpose and Scope.

(1) The provision of this section shall apply to the construction, use, maintenance, and occupancy of mobile/manufactured homes within parks and sites in all parts of the unincorporated areas of Richland County.

- (2) Existing construction and installations made before **November 18, 2014** may continue in use so long as they were in compliance with requirements in effect at the date of their installation and are not found to be substandard or in violation of the International Property Maintenance Code.
- (3) Records of mobile/manufactured homes, owners and tenants shall be kept by the mobile/manufactured home park or site owner, operator, or designee.
- (4) The park or site shall be maintained in accordance with the most recently adopted International Property Maintenance Code.

(b) Responsibility.

- (1) The owner, operator, or designated agent for the park or site shall be responsible for the safe operation and maintenance of all lots within the park or site, common areas, electrical, gas, and plumbing equipment and their installations, and all permanent buildings or structures, within the park or site. When not owned by the serving utility, the park or site is responsible for lot services, including the gas riser, water riser, lot drain inlet, and the electrical pedestal. The mobile/manufactured home owner is responsible for ensuring the connection of all required utilities.
- (2) The owner of a mobile/manufactured home, its appurtenances, an accessory building or structure, or building component shall be responsible for the use and maintenance of the home, its appurtenances, accessory building or structure, or building component and utility connections up to the lot, all of which shall be in compliance with the requirements of this chapter.
- (3) Any person obtaining a building permit shall be responsible for the construction or installation in accordance with the requirements of this chapter.
- (4) The person to whom a permit for a mobile/manufactured home park or site is issued shall at all times operate the park or site in compliance with this Article and shall provide adequate supervision to maintain the park or site and its facilities and equipment in safe repair and in a clean and sanitary condition. If the permit holder resides outside the boundaries of the state of South Carolina, s/he shall assign a person who resides in the county where the park or site is located to supervise and assume responsibility for compliance with these regulations. The assignment shall be made in writing to the Richland County Property Maintenance Division and immediately upon change of supervisor.

(c) The mobile/manufactured home park or site shall comply with the Richland County Code of Ordinances, Section 26-183(c), Addressing. In addition, all lots shall be identified by letters, numbers, or street address numbers. The lot identification shall be in a conspicuous location facing the roadway. If the lot identification number is to be installed on a wall surface of the home, the wall surface facing the roadway shall be used. The letters and/or numbers shall also meet the requirements of Section 26-183(c), Addressing.

(d) Roadways.

- (1) All mobile home and manufactured home park or site roadways shall have a clear and unobstructed access to the public thoroughfare, except that a roadway may have security gates, if such security gates are not in violation of any law or regulation of Richland County.
- (2) Paved roads shall be maintained free of potholes, sinkholes, or erosion.
- (3) If a park or site owner or operator proposes reducing the width, or changing the layout or configuration, of the park or site roadways from the way they were previously approved or constructed, approval shall be obtained from Richland County Development Services.

(e) In every mobile/manufactured home park or site, lighting shall be installed in accordance with Section 26-177 of the Richland County Code of Ordinances.

(f) The mobile/manufactured home park or site owner and all residents of the park/site shall comply with Richland County's animal regulations, found in Chapter 5 of the Richland County Code of Ordinances.

(g) No person shall occupy a truck camper that has been dismantled from a truck or other vehicle, unless the truck camper is located in an approved RV park or RV park section of a mobile/manufactured home park.

(h) Refuse shall be stored, collected and disposed of as required by the International Property Maintenance Code and by Chapter 12 of the Richland County Code of Ordinances, and in such a manner as not to create a nuisance, vector attractant, breeding or harborage problem.

Sec. 6-212. Electrical, plumbing, mechanical, gas, and building requirements.

(a) The requirements of the National Electrical, International Plumbing, International Mechanical, International Gas, and International Building Codes shall apply to all mobile/manufactured home parks and sites, and all accessory buildings or structures, for construction and repair. The International Residential Code shall apply to all mobile/manufactured homes and/or structures for construction, installation, alteration, and repair.

(b) Existing construction, connections, and installations made before **November 18, 2014** may continue in use so long as they were in compliance with all county and state laws in effect on the date of their installation and are not found to be substandard or in violation of the National Electrical Code, International Mechanical Code, International Gas Code, International Building Code, International Residential Code, and/or International Property Maintenance Code.

(c) All plumbing shall comply with DHEC Chapter 61-40, Sections III and IV, the International Residential Code, and the International Plumbing Code.

(d) Fuel storage tanks or cylinders shall comply with DHEC Chapter 61-40, Section VII, and the International Fuel Gas Codes.

Sec. 6-213. Sewage disposal.

(a) Every mobile/manufactured home parks drainage system shall comply with DHEC Chapter 61-40, Section IV.

(b) Onsite wastewater systems (septic tanks) shall comply with DHEC Chapter 61-56, Onsite Wastewater System.

Sec. 6-214. Fire protection requirements for parks and sites.

(a) Fire protection equipment meeting the requirements of the International Fire Code shall be installed and maintained in every park and site.

(b) All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

(c) In areas where fire department services are not available, the park or site owner/operator shall be responsible for the instruction of park/site staff in the use of private fire protection equipment and their specific duties in the event of fire.

(d) No person shall construct, reconstruct, modify, or alter any installations relating to fire protection equipment within a park or site unless a written permit has been obtained from the Richland County Building Department and/or the City of Columbia Fire Department, with written evidence of approval from the fire department responsible for fire suppression.

Sec. 6-215. Accessory buildings and structures.

(a) The requirements of this section shall apply to the construction, use, maintenance, and occupancy of accessory buildings or structures and building components constructed or installed adjacent to homes within mobile home parks or sites.

(b) An accessory building or structure or building component that is moved to a different location and any alterations or additions shall meet the requirements of Chapters 6 and 26 of the Richland County Code of Ordinances.

(c) No accessory structure may be attached to or be supported by a mobile/manufactured home if the manufacturer's installation instructions prohibit attachment or transmission of loads to the home or require freestanding structures.

(d) Playgrounds shall be kept clean and in safe conditions.

Sec. 6-216. Complaint investigations.

When a complaint is received, the Property Maintenance Division shall:

- (a) Perform an inspection on allegations of violations representing an unreasonable risk to life, health, or safety within three (3) business days; unless imminent danger is apparent, and in that case, an inspection will occur sooner.
- (b) Inform the complainant that an inspection was performed and, if violations were found, that a notice will be sent to the property owner regarding any valid code violations.
- (c) If violations were found, issue a written order to correct violations, which shall be mailed to the property owner in accordance with the International Property Maintenance Code.

Sec. 6-217. Violations; Abatement.

(a) The substandard conditions and abatement requirements contained in this section shall apply to mobile home/manufactured home parks and sites, permanent buildings or structures in parks or sites, accessory buildings or structures, and building components located within the park or site in all unincorporated areas of Richland County.

(b) Existing construction, connections, and installations made before **November 18, 2014** may continue in use so long as they were in compliance with requirements in effect at the date of their installation and are not found to be substandard or in violation of the International Property Maintenance Code.

(c) Any permanent building, structure, or portion thereof, or the premises on which it is located, shall be deemed substandard and/or a nuisance when any of the following conditions exist that endanger the life, limb, health, property, safety, or welfare of the occupants or the public; or is in violation of the International Property Maintenance Code.

- (1) Health hazards or inadequate sanitation that includes, but is not limited to, the following:
 - a. Where required, the lack of, inoperable, or defective water closet, lavatory, bathtub or shower.
 - b. Where required, the lack of, inoperable, or defective kitchen sink.
 - c. Lack of or inadequate hot and cold running water to plumbing fixtures.
 - d. Dampness of habitable rooms.
 - e. Infestation of insects, vermin or rodents.
 - f. General dilapidation or improper maintenance.

- g. Lack of or defective connection of plumbing fixtures to a sewage disposal system.
 - h. Lack of adequate garbage and rubbish storage and removal facilities.
 - i. Lack of minimum amounts of required natural light and ventilation.
- (2) Structural hazards that include, but are not be limited to, the following:
- a. Deteriorated or inadequate foundations.
 - b. Defective or deteriorated flooring or floor supports.
 - c. Flooring or floor supports of insufficient size to carry imposed loads with safety.
 - d. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
 - e. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
 - f. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - g. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
 - h. Fireplaces or chimneys which list, bulge, or settle, due to defective material or deterioration.
 - i. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
- (3) Electrical hazards that include, but are not limited to, the following:
- a. All electrical wiring that did not conform to all applicable laws and regulations in effect at the time of its installation, has not been maintained in good and safe condition, or is not being used in a safe manner.
 - b. Lack of, inoperable, or defective required electrical lighting.
- (4) Plumbing that did not conform to all applicable laws and regulations in effect at the time of its installation, has not been maintained in good or safe condition, or has cross-connections and leakage between fixtures.

- (5) Mechanical equipment, including heating equipment and its vents, that did not conform with all applicable laws and regulations in effect at the time of its installation or which has not been maintained in good and safe condition, or is not being used in a safe manner; and inoperable or defective heating facilities, and inoperable or defective ventilating equipment.
- (6) Faulty weather protection shall include, but not be limited to, the following:
 - a. Deteriorated roofs.
 - b. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.
 - c. Defective or lack of weather protection for exterior wall coverings.
 - d. Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
- (7) Any building, structure, or portion thereof, device, apparatus, equipment, combustible waste, or vegetation which is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
- (8) Materials or construction not allowed or approved by this chapter or which have not been adequately maintained in good and safe condition.
- (9) Those premises on which an accumulation of weeds, vegetation, rubbish, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.
- (10) All buildings or portions thereof not provided with adequate exit facilities, except those buildings or portions thereof whose exit facilities conformed with all applicable laws and regulations at the time of their construction.
- (11) All buildings, structures, or portions thereof which are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this chapter, except those buildings, structures, or portions thereof which conformed to all applicable laws and regulations at the time of their construction.
- (12) All buildings, structures, or portions thereof occupied for living sleeping, cooking, or dining purposes which are not designed or intended to be used for these occupancies.
 - (d) Any mobile or manufactured home shall be deemed substandard and a nuisance when any of the following conditions exist that endangers the life, limb, health, property, safety, or welfare of the occupants or the public:

- (1) Health hazards or inadequate sanitation that includes, but is not limited to, the following:
 - a. Lack of, inoperable, or defective water closet, lavatory, bathtub or shower.
 - b. Lack of, inoperable, or defective kitchen sink.
 - c. Lack of or inadequate hot and cold running water to plumbing fixtures.
 - d. Dampness of habitable rooms.
 - e. Infestation of insects, vermin, or rodents.
 - f. General dilapidation or improper maintenance.
 - g. Lack of or defective connection of plumbing fixtures to a sewage disposal system.

- (2) Structural hazards include, but are not limited to, the following:
 - a. Deteriorated or inadequate foundation or stabilizing devices.
 - b. Defective or deteriorated flooring or floor supports.
 - c. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
 - d. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - e. Lack of adequate or defective ventilation.
 - f. Lack of adequate room and space dimensions.

- (3) Electrical hazards include, but are not limited to, the following:
 - a. All electrical wiring that did not conform to all applicable laws and regulations in effect at the time of its installation, has not been maintained in good and safe condition, or is not being used in a safe manner.
 - b. Electrical conductors which are not protected by overcurrent protective devices designed to open the circuit when the current exceeds the ampacity of the conductor.
 - c. Electrical conductors which do not have amp capacity at least equal to the rating of outlet devices or equipment supplied.

- d. Electrical conductors which are not protected from physical damage.
 - e. Metallic boxes, fittings, or equipment in an electrical wiring system which are not grounded to prevent shock.
 - f. Lack of operable, or defective, electrical lighting.
- (4) Plumbing hazards include, but are not limited to, the following:
- a. Plumbing that did not conform with all applicable laws and regulations in effect at the time of its installation, has not been maintained in good or safe condition, or has cross-connections and leakage between fixtures.
 - b. Lack of effective traps providing a water seal for each plumbing fixture.
 - c. Lack of effective venting of plumbing drain piping.
 - d. Broken, unsanitary or leaking plumbing pipe or fixtures.
 - e. Any fixture, fitting, device or connection installed in such a manner as to permit contamination of the potable water supply.
- (5) Hazardous mechanical equipment shall include, but not be limited to, the following:
- a. Mechanical equipment, including all heating equipment and its vent, that did not conform with all applicable laws and regulations in effect at the time of its installation or which has not been maintained in good and safe condition, or is not being used in a safe manner.
 - b. Unvented fuel burning heating appliances unless their use is permitted by all applicable laws and regulations.
 - c. Heating or fuel burning equipment, including its vent, without adequate clearance from combustible material.
 - d. Unsupported, loose, or leaking fuel supply piping.
 - e. Lack of, inoperable, or defective heating.
- (6) Faulty weather protection shall include, but not be limited to, deteriorated or ineffective waterproofing of exterior walls, roof, or floors, including broken windows or doors.
- (7) Any mobile or manufactured home or portion thereof, device, apparatus, equipment, or combustible material which is in such a condition as to cause a fire

or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

- (8) Materials or construction not allowed or approved by this chapter or which have not been adequately maintained in good and safe condition.
- (9) Those premises on which an accumulation of weeds, vegetation, rubbish, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.
- (10) All mobile or manufactured homes or portions thereof not provided with adequate exit facilities as required by this chapter except those mobile or manufactured homes or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction, and those facilities which have not been adequately maintained.
- (11) Any mobile or manufactured home containing fossil-fuel burning appliances or an attached garage that is not supplied with an operational carbon monoxide alarm.

(e) Any accessory structure or building, or building component or portion thereof, or the premises on which the same is located, shall be deemed substandard and a nuisance when any of the following conditions exist that endanger the life, limb, health, property, safety, or welfare of the occupants or the public:

- (1) Health hazards or inadequate sanitation include, but are not limited to, the following:
 - a. When installed, inoperable or defective water closet, lavatory, bathtub or shower.
 - b. When installed, inoperable or defective kitchen sink.
 - c. When installed, inadequate hot and cold running water to plumbing fixtures.
 - d. Dampness of habitable rooms.
 - e. Infestation of insects, vermin or rodents.
 - f. General dilapidation or improper maintenance.
 - g. When installed, defective connection of plumbing fixtures to a sewage disposal system.
 - h. Lack of minimum amounts of required natural light and ventilation.

- (2) Structural hazards, which include, but are not limited to, the following:
 - a. Deteriorated or inadequate foundations or stabilizing devices.
 - b. Defective or deteriorated flooring or floor supports.
 - c. Flooring or floor supports of insufficient size to carry imposed loads with safety.
 - d. Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.
 - e. Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.
 - f. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.
 - g. Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.
 - h. Fireplaces or chimneys which list, bulge, or settle, due to defective material or deterioration.
 - i. Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.
 - j. Lack of, inoperable, or defective required ventilating equipment.
- (3) Electrical hazards include, but are not limited to, the following:
 - a. All electrical wiring that did not conform to all applicable laws and regulations in effect at the time of its installation, has not been maintained in good and safe condition, or is not being used in a safe manner.
 - b. Lack of, inoperable, or defective required electrical lighting.
- (4) Plumbing that did not conform to all applicable laws and regulations in effect at the time of its installation, has not been maintained in good or safe condition, or has cross-connections and leakage between fixtures.
- (5) Mechanical equipment, including heating equipment and its vents, that did not conform with all applicable laws and regulations in effect at the time of its installation or which has not been maintained in good and safe condition, or is not being used in a safe manner, or is inoperable or defective.
- (6) Faulty weather protection, which includes, but is not limited to, the following:

- a. Deteriorated roofs.
 - b. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.
 - c. Defective or lack of weather protection for exterior wall coverings.
 - d. Broken, rotted, split, or buckled exterior wall coverings or roof coverings.
- (7) Any accessory structure or building or building component or portion thereof, device, apparatus, equipment, combustible waste, or vegetation which is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.
 - (8) Materials or construction not allowed or approved by this chapter or which have not been adequately maintained in good and safe condition.
 - (9) Those premises on which an accumulation of weeds, vegetation, rubbish, dead organic matter, debris, garbage, offal, rat harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health or safety hazards.
 - (10) All accessory building or structures or building components or portions thereof not provided with adequate exit facilities as required by this chapter except those buildings or portions thereof whose exit facilities conformed with all applicable laws and regulations in effect at the time of their construction and which have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.
 - (11) All buildings, structures, or portions thereof which are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this chapter, except those buildings, structures, or portions thereof which conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing system or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.
 - (12) All accessory buildings or structures or building components or portions thereof occupied for living, sleeping, cooking, or dining purposes which were not designed or intended to be used for such occupancies.
- (f) Abatement.
 - (1) The registered owner of a mobile/manufactured home, accessory building or structure, or building component that is constructed, altered, converted, used, or maintained in a manner that constitutes a violation is required to abate the violation.

- (2) The legal owner of the property, or park/site owner or operator for properties or permanent buildings under their ownership or control, that is constructed, altered, converted, used, or maintained in a manner that constitutes a violation, is required to abate the violation.
- (g) Notice of violation, complaints, and order to correct.
 - (1) Whenever the Property Maintenance Division finds a condition that constitutes a violation of this chapter, the International Property Maintenance Code, or any other applicable provision of law, the Property Maintenance Division, in accordance with the International Property Maintenance Code shall provide a written notice to the person or entity responsible for correction of the violation.
 - (2) The written notice shall state the conditions which constitute the violation, including a reference to the law or regulation being violated, and shall order its abatement or correction within thirty (30) days after the date of notice or a longer period of time as allowed by the code official.
 - (3) If a mobile/manufactured home is in such condition that identification numbers are not available to determine ownership, the notice shall be given to the owner or operator of the park.
 - (4) Whenever the Property Maintenance Division determines a mobile/manufactured home, habitable accessory building or structure, or permanent building constitutes an imminent danger representing an immediate risk to the life, health, or the safety of an occupant, the Property Maintenance Division shall post a notice on the structure, declaring it uninhabitable. The home, habitable accessory building or structure, or permanent building shall not be occupied until deemed safe by the code official. At the time of the posting, the code official shall issue a notice as described in this section to the registered owner. A copy of the notice shall be issued to the occupant of the home, or accessory building or structure, or permanent building, if the occupant is not the registered owner.
- (h) Final notice requirements and appeals.
 - (1) If the initial notice from the Property Maintenance Division has not been complied with on or before the date specified in the notice, the code official may institute proceedings against the cited person or entity.
 - (2) The code official shall issue to the cited person, the last registered owner of a cited mobile/manufactured home, and the park owner or operator, or the legal owner of the property where the cited home, structure, or property is located, a final notice of violation or notice to abate the violation in accordance with the International Property Maintenance Code that shall contain at a minimum the following:
 - a. The date the notice is prepared;

- b. The name or names of the responsible person or entity;
 - c. A list of the uncorrected violation(s) cited;
 - d. A final compliance date;
 - e. Notice of the right to request an informal conference, if one has not been requested previously with regard to the identified violations;
 - f. The right to request a hearing with the Building Codes Board of Appeals, but only after the denial or after the conclusion of the informal conference;
 - g. A statement that any willful violation is a misdemeanor.
- (3) The final notice shall be mailed, by registered or certified mail, return receipt requested, to the cited person, to the legal owner of the property as indicated on the permit to operate application and to the last known address of the last registered or legal owner of record of the cited mobile/manufactured home, unless the home is in such condition that identification numbers are not available to determine ownership. The final notice may also be served in accordance with state requirements.
- (4) If, after the re-inspection of an order to correct a violation, the code official determines that the cited person has made reasonable progress to abate the violation, or that circumstances beyond the control of the cited person have interfered with compliance or slowed compliance, the code official, in his/her sole discretion, may extend the period for compliance.
- (i) Consequences of failure to abate.
- (1) It is unlawful for the person ordered to abate a violation to fail or refuse to remove and abate that violation within the time period allowed in the order after the date of posting of an order on the cited mobile/manufactured home, structure, or property or receipt of an order. After the expiration of the time period allowed for an order related to a violation, the code official has the authority to initiate prosecution of violation in accordance with the International Property Maintenance Code, including, but not limited to, seeking a court order for abatement.
- (2) Notwithstanding the provisions of paragraph (1), above, if a violation poses an imminent danger representing an immediate risk to life, health, and safety and requires immediate correction, the code official has the authority to initiate any appropriate action or proceeding to abate a violation if abatement is not complete within the time period allowed by the notice of violation and order.
- (j) Responsibility for Costs.

- (1) The registered owner of the mobile/manufactured home or any other cited person or entity that fails to correct a violation or abate a nuisance within the time allotted in the original correction order, or any extension thereto, shall be held responsible for the costs of abatement of the violation. Costs of abatement, for purposes of this section, may include the Property Maintenance Division's investigative and case preparation costs, court costs and attorney fees, the cost associated with any physical actions taken to abate the violation, and any technical service or other fees due to the Property Maintenance Division related to the abatement activity.
- (2) If the mobile/manufactured mobile home is in such condition that identification numbers are not available to determine ownership, or the Property Maintenance Division is unable to locate the owner after making a reasonable effort to do so, the owner of the property on which the home is located shall be liable for such costs.
- (k) Removal.
 - (1) A mobile/manufactured mobile home, permanent building, accessory building or structure or building component which has been ordered to be removed due to the existence of violations or a nuisance shall be removed in a manner consistent with local, state, and federal law.
 - (2) The owner or responsible person of a mobile home or manufactured home that has been ordered to remove or abate the home shall have the title, license plates, decal, and the federal labels, if available, forwarded to the appropriate authority to have the home removed from their records.

Sec. 6-218. Informal conference, hearings, and appeals.

- (a) Purpose and scope.
 - (1) The provisions of this section apply to the procedures available to a cited person who has received a notice of a violation ordering abatement or correction of a violation of this chapter, the International Property Maintenance Code or any other applicable provision of law, issued by the Property Maintenance Division.
 - (2) A request for an informal conference or hearing will not extend the time for correction of immediate risks to life, health, or safety.
 - (3) None of the procedures for the appeal and subsequent hearing process extends the time allowed for the correction of violations noted in the original notice of violation or notice of abatement noted in subsequent notices of violation issued to the same person or about the same situation unless:
 - a. An extension of time allowed for the correction of violations is contained in the written determination provided by the code official after an informal conference [see subsection (b), below]; or

- b. An extension of the time allowed for the correction of violations is contained in the final decision issued by the Building Codes of Appeals pursuant to section 6-75 of the Richland County Code of Ordinances.
- (b) Informal conference.
- (1) An informal conference related to a violation shall occur at the time and place scheduled and shall provide the person requesting the conference with the opportunity to explain to the representatives of the Property Maintenance Division each issue disputed and the facts and circumstances of each dispute.
 - (2) Within ten (10) working days of the completion of the informal conference, the code official shall provide a written notification of its determination, to the person who requested the conference.
 - (3) The written determination shall sustain, overrule, or modify the original notice of violation that contained each issue disputed at the informal conference. Modification may include:
 - a. Changes to the original violation cited.
 - b. Where necessary to provide a reasonable time for compliance, an extension of the time within which the modified required corrective action shall be completed. The extension of time shall not exceed thirty (30) calendar days, or such longer period of time allowed by the code official, from the date of the code official's written determination or greater period of time as determined by the Property Maintenance Division.
 - (4) The written request for an informal conference shall be considered withdrawn if the person who submitted the request:
 - a. Does not appear at the mutually-agreed upon time and place scheduled for the informal conference, and
 - b. Does not notify the Property Maintenance Division, within five (5) calendar days prior to the date on which the informal conference was scheduled, with written confirmation of the good-cause reason for not appearing at the informal conference.
 - (5) If the code official determines that good cause exists for a postponement, the code official shall postpone an informal conference for a period of time not to exceed fifteen (15) working days and shall notify the person in writing of the time and date of the postponed conference. Otherwise, the code official shall confirm the automatic withdrawal and, if applicable, the denial of the request due to a lack of a good-cause reason, as determined by the code official.
- (c) Request for hearing: appeal of decision rendered in informal conference.

- (1) Any park/site owner or operator, cited person, or any registered owner of a mobile/manufactured home, who has received a notice of violation ordering abatement or correction of a violation of this chapter, the International Property Maintenance Code, or any other applicable provision of law from the Property Maintenance Division has the right to request a hearing on the matter before the Building Codes Board of Appeals after a decision is rendered in an informal conference or the code official has denied the request for an informal conference.
- (2) If a request for a hearing is not received within thirty (30) working days from the date of personal service or acknowledgment of receipt by mail of the notice, the Property Maintenance Division shall have the discretion to continue abatement proceedings.
- (3) If a hearing is requested, the appellant shall submit an application and pay the associated fee to the Property Maintenance Division within thirty (30) working days of the date of the denial of a request for an informal conference, or within thirty (30) working days of the date of the code official's written determination, following an informal conference, if the issues contained in the notice of violation and the request for hearing were disputed at the informal conference.
- (4) The written application for a hearing shall include:
 - a. The name, address, and phone number of the appellant;
 - b. The appellant's reasons for how the true intent of the International Property Maintenance Code or the rules legally adopted thereunder have been incorrectly interpreted, or why the provisions of the International Property Maintenance Code do not fully apply, or how the requirements of the International Property Maintenance Code are adequately satisfied by other means;
 - c. A summary of each issue to be disputed at the hearing; and
 - d. The remedy the appellant is seeking.
- (5) Upon receipt of a request for a hearing, the Property Maintenance Division shall set a time and place for the hearing before the Building Codes Board of Appeals and shall provide the appellant with a written notice of the scheduled time and place of the hearing.
- (6) The appellant shall have the right to apply to the code official for the postponement of the date of the hearing for a reasonable amount of time. The appellant shall provide a good cause for the request.
- (7) The code official shall grant a request for postponement if he/she determines that the appellant has a good cause for the postponement. The appellant shall only be allowed one postponement.

- (8) In the event that a cited violation constitutes an imminent danger representing an immediate risk to life, health and safety of persons or property which requires immediate correction, a request for a hearing shall not extend the time for the correction of the violation.
- (9) Upon receipt of the request for a hearing, the Property Maintenance Division shall not initiate any judicial or administrative action related to the defect or defects appealed until after the hearing. However, if the defect or defects cited become an imminent danger representing an immediate risk to life, health, and safety of persons or property which require immediate correction, the code official may demand immediate abatement or correction, and initiate any appropriate judicial or administrative action related to the defect or defects.

(d) Any cited person, owner, or other aggrieved person having any objections as to any proceedings or actions undertaken by the Building Codes Board of Appeals, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. After receipt of the final order or decision of the Building Codes Board of Appeals, an appeal from such decision may be taken to the circuit court by filing with the clerk of the court a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal must be filed within thirty (30) days after the decision of the Building Codes Board of Appeals is mailed. For the purposes of this section, “aggrieved person” or entity is any person that claims to have been injured by actions of the Property Maintenance Division that would permit the person to file a lawsuit in court.

Sec. 6-219 – 6-222. Reserved.

SECTION II. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; is hereby amended to add a new article, to read as follows:

ARTICLE XIII. PENALTIES

Sec. 6-223. Penalties.

Any person who violates any of the provisions of this chapter shall be deemed guilty of a misdemeanor and shall be subject to a fine not exceeding five hundred (\$500) dollars or to imprisonment not exceeding thirty (30) days. Each day during which such violation continues shall constitute a separate offense.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2014

S. Monique McDaniels
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 Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina **[THIRD READING] [PAGES 55-60]**

Notes

September 23, 2014 - The Committee recommended that Council approve the ordinance amendment. Staff will ensure the "Through Truck Prohibited Traffic" signs are placed at the appropriate intersections.

First Reading: October 7, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Ordinance Amendment - Through Truck Prohibited on Longreen Parkway

A. Purpose

County Council is requested to approve an ordinance amendment to the Richland County Code of Ordinances, Chapter 17, Motor Vehicles and Traffic; Section 17-9. Through truck traffic; to include Longreen Parkway.

B. Background / Discussion

Longreen Parkway (Parkway) serves as the main road through the Longreen community. The Parkway is bordered on both sides by schools and entrances to residential housing subdivisions, and consists of two lanes with some turning lanes. Over the years, the large volume of heavy truck traffic along the Parkway has contributed to the deterioration of the road. Additionally, it has turned a quaint community road into a major connector. There are other routes that the heavy trucks can use to avoid using the Parkway. Considering these points, we are requesting an ordinance amendment to Section 17-9 of the County's Code of Ordinances to include the Parkway. This amendment will prohibit truck traffic on the Parkway (see the attached ordinance, reflecting the proposed amendment).

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

Given that the Parkway is maintained by the county, the financial impact to the county would be negligible. The county would have to install two (2) "Through Truck Prohibited Traffic" signs (see attached map of the Parkway and location of the aforementioned signs)

E. Alternatives

1. Approve the ordinance amendment to Section 17-9 of the County's Code of Ordinances to include the Longreen Parkway, prohibiting through truck traffic on Longreen Parkway within Richland County.

2. Do not approve the ordinance amendment to Section 17-9 of the County's Code of Ordinances to include the Longreen Parkway, prohibiting through truck traffic on Longreen Parkway within Richland County.

F. Recommendation

It is recommended that County Council Approve the ordinance amendment to Section 17-9 of the county's code to include the Longreen Parkway, prohibiting through truck traffic on Longreen Parkway within Richland County.

Recommended by: Ismail Ozbek, P.E.

Department: Public Works

Date: 09/03/2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/5/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-9, THROUGH TRUCK TRAFFIC PROHIBITED; SUBSECTION (A); SO AS TO PROHIBIT THROUGH TRUCK TRAFFIC ON LONGREEN PARKWAY IN RICHLAND COUNTY, SOUTH CAROLINA.

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 I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II. General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (a); is hereby amended to read as follows:

Section 17-9. Through truck traffic prohibited.

(a) All through truck traffic is prohibited on the following roads in Richland County, South Carolina:

- (1) Sparkleberry Lane;
- (2) Congress Road between Leesburg Road and Garners Ferry Road;
- (3) Bynum Road;
- (4) Summit Parkway;
- (5) Valhalla Drive;
- (6) Olympia Avenue between Heyward Street and Bluff Road;
- (7) Bakersfield Road between Dutch Square Boulevard and Morninghill Drive;
- (8) N. Donar Drive; ~~and~~
- (9) Prima Drive; ~~and~~
- (10) Longreen Parkway.

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST this the ____ day of
_____, 2014

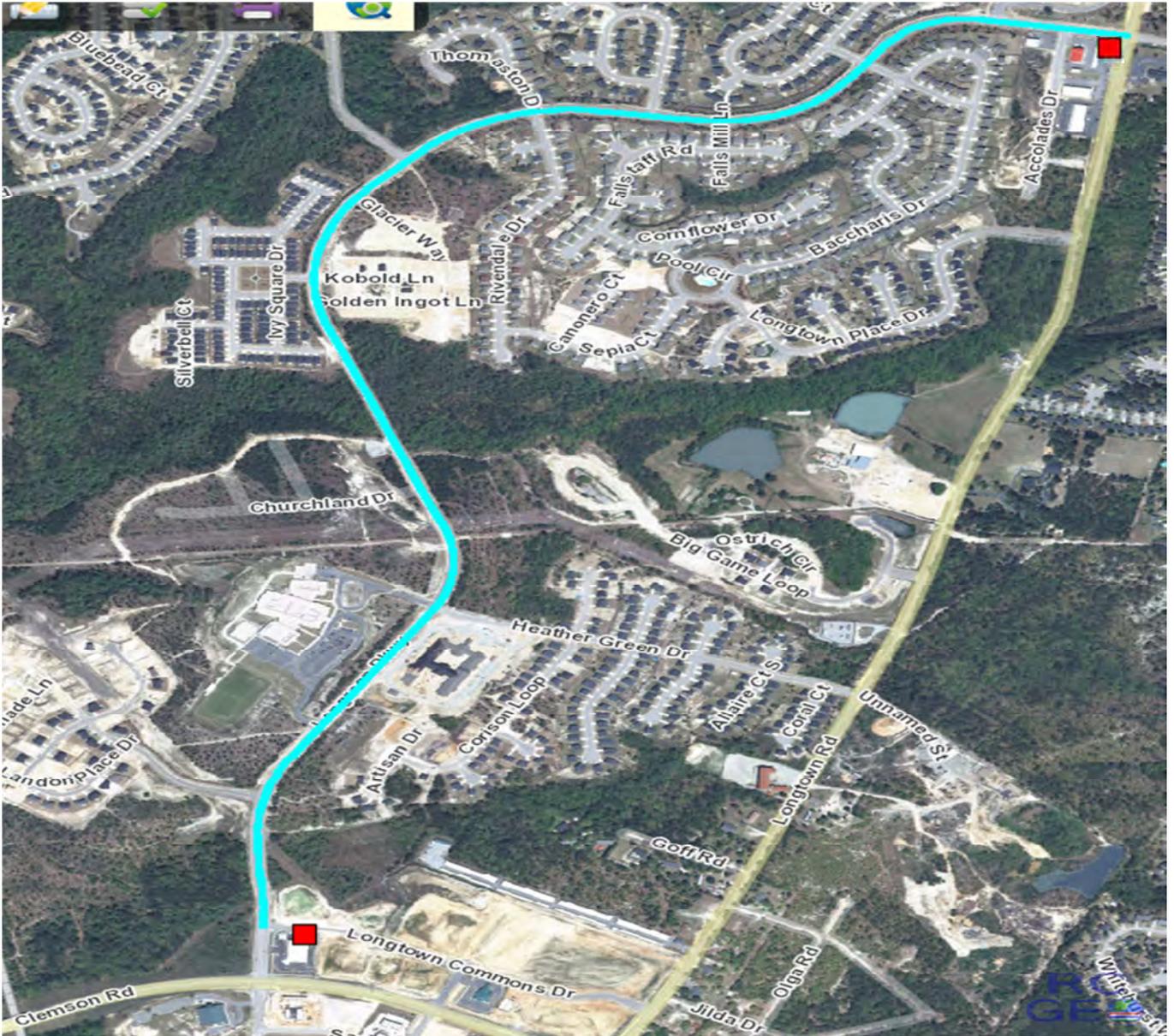
S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Map of Longreen Rd. and location of the 2 “Through Truck Prohibited Traffic” signs



Please note: Longreen Rd. is highlighted in blue in the map above. The red boxes indicate the location of the “Through Truck Prohibited Traffic” sign in the map above.

Richland County Council Request of Action

Subject

An Ordinance Authorizing a lease to Untied Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor **[THIRD READING] [PAGES 61-72]**

Notes

September 23, 2014 - The Committee recommended that Council approve the lease and ordinance as presented in the agenda packet.

First Reading: October 7, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: United Way of the Midlands – Temporary Use of Space at the Health Department for the Optometry Clinic

A. Purpose

Council is requested to approve the lease agreement (and ordinance authorizing such lease) related to the United Way's temporary use of space for the optometry clinic on the 3rd floor of the Health Department.

B. Background / Discussion

The 3rd floor of the Health Department is vacant except for the optometry clinic, which is currently utilizing approximately 1900 square feet. The optometry clinic operates through a partnership between United Way and the South Carolina Optometric Physicians Association. Licensed optometric physicians volunteer to provide free comprehensive eye care (eye and vision exams, prescriptions, eyeglasses) to adults in Richland County that are less than or equal to 200% of the federal poverty level, 18 years of age or older, and have no vision insurance. The clinic is open for services the 1st and 3rd Tuesday of each month from 12:00 p.m. – 5:00 p.m.

The newly approved Office of Small Business Opportunity (OSBO) will be located in this space that is currently occupied by the optometry clinic. Therefore, the optometry clinic must relocate.

Administration, Support Services, the Health Department, and the United Way of the Midlands have agreed to relocate the optometry clinic to another area on the 3rd floor of the Health Department. The current and proposed spaces for the optometry clinic are outlined in the attachment. The red area is the space currently in use; the navy blue is adjacent space that was available for use, although it has been left vacant and unused; and the proposed temporary space is indicated in orange. Staff has walked through the proposed area with the optometry clinic stake holders and management, and there are no concerns with the size, layout, or location of the proposed space. There are no modifications needed or requested for the selected space to work well for the optometry clinic.

The space will be provided free of charge to the optometry clinic, as it is now, up until such time as the County needs the space. Once the County needs the space, the clinic is responsible for relocating elsewhere.

The County will continue to pay for the utilities associated with this space, along with janitorial duties, as it does now. The United Way of the Midlands will pay for all other costs associated with the clinic. Therefore, this is a cost neutral proposal.

It is at this time that staff requests Council's approval of the attached lease, and the ordinance authorizing the lease.

C. Legislative / Chronological History

The optometry clinic has been housed on the 3rd floor of the Health Department for two (2) years.

As a result of the creation of the new OSBO, space is needed. The optometry clinic’s current location is the ideal spot for the OSBO. Therefore, this request was generated by staff.

D. Financial Impact

This is a cost neutral proposal.

E. Alternatives

1. Approve the ordinance and lease as presented.
2. Do not approve the ordinance and lease. The optometry clinic would be forced to relocate elsewhere.

F. Recommendation

It is recommended that Council approve the lease and ordinance as presented. The County currently has no need for the space, but when it is needed, the clinic must vacate. Also, this is a cost neutral proposal.

Recommended by: Roxanne Ancheta

Department: Administration

Date: 9-4-14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on ROA information that assessment supports that space is available and not needed, the request continues an existing agreement and requires no additional cost.

Support Services

Reviewed by: John Hixon

Date: 9/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I have met with the Health Dept. Regional Administrator, United Way Executive Director, United Way Health Council Senior Director, Free Clinic Executive Director, Eye Care Clinic Director, and multiple other stake holders in the review and logistics for relocating the current eye clinic. All are in agreement that the new space will work well for the operation. This move will allow the County OSBO department to move into County owned and completely supported space that will promote excellent workflow and allow for potential growth beyond what Council has already considered.

Legal

Reviewed by: Elizabeth McLean

Date: 9/10/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: September 10, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the attached lease and ordinance as presented. The relocation will benefit the OSBO, while causing no negative impacts to the optometry clinic.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AUTHORIZING A LEASE TO UNITED WAY OF THE MIDLANDS FOR 1205.3± SQUARE FEET OF SPACE AT 2000 HAMPTON STREET, 3RD FLOOR.

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 County of Richland and its employees and agents are hereby authorized to lease 1205.3± sq. ft. of space on the 3rd Floor of 2000 Hampton Street to the United Way of the Midlands, as specifically described in the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
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:

older, and have no vision insurance.

3. Term. The term of this Agreement shall be for a period of one (1) year from the date of execution, unless otherwise terminated under the provisions provided below. This Lease Agreement shall automatically renew on the same terms and conditions as stated herein, for four (4) consecutive one (1) year terms, unless either party gives ninety (90) days written notice before the expiration of any term.

4. Rent/Consideration. The Lessee shall not be required to pay a rental fee to the County for lease of the Property. In lieu of a rental fee, consideration for this Lease Agreement shall be Lessee's continuance of the eye clinic under the terms specifically provided in paragraph 2, above, and as is elsewhere provided herein.

5. Transition from Current Space. Lessee agrees to move its entire business operation from the previous space to the Leased Premises no later than two (2) weeks after the execution of this Lease Agreement.

6. Termination, Breach and Non-Appropriations. Either party may terminate this Lease Agreement at any time with 90 days written notice to the other party. In the event of a breach by Lessee of any provision of the Lease Agreement, the County shall serve upon the Lessee a written notice specifying with particularity wherein such default or breach is alleged to exist and that the Lessee has fifteen (15) days to cure such breach or default after the serving of such notice on it. If the breach is not cured within the allotted time, the County may, at its option, terminate the Lease Agreement immediately without further obligations under the Lease Agreement.

7. Utilities and Maintenance. The County shall be responsible for the cost of all utilities on the property during the lease Term. The County shall also be responsible for maintaining the Property in a reasonably good condition during the Lease Term and providing daily routine janitorial services. Lessee shall be solely responsible for its equipment and personal

property.

8. Erection of Signs. The Lessee shall have the right to erect appropriate signs or markings designating and identifying its use of the Property; however, the location, number, size, and appropriateness of any signs or markings must receive prior approval from the County. The County agrees not to unreasonably withhold such approval.

9. Insurance/Indemnification. Lessee shall maintain a comprehensive liability policy sufficient to meet the coverage and limits set forth under the requirements of the South Carolina Tort Claims Act. Lessee's insurance policy shall specifically cover personal injury loss and claims, as well as property loss from theft, fire, and other natural disasters; the County shall not be responsible for any such damages or loss.

Lessee agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action on account of, or in any way arising from the Lessee's use and occupation of the Leased Premises, except to the extent such losses, claims, suits, and other liability are caused solely by the County.

10. Improvements/Modifications. Lessee agrees to take possession of the Leased Premises in "as-is" condition and that no improvements or modifications are needed to the Leased Premises before Lessee occupies such space. Lessee further agrees that no improvements and modifications shall be made during the Term of this Lease Agreement without prior written approval of the County. Any such approved improvements or modifications will be the sole financial responsibility of the Lessee unless otherwise agreed to in writing by the County.

11. Assignment/Sub-Lease. This Lease Agreement may not be assigned by either party. Lessee may not sub-lease the Property without prior written consent of the County.

12. Entire Agreement. This Agreement constitutes the entire understanding between

the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

13. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

14. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Richland County, address to:

Richland County
c/o W. Anthony McDonald, Administrator
2020 Hampton Street
Post Office Box 192
Columbia, South Carolina 29202

2. If to Lessor, address to:

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

15. Governing Law. This Agreement is to be construed in accordance with the laws of the State of South Carolina.

16. Miscellaneous Provisions.

a. The failure of any party to insist upon the strict performance of any provision of this Lease Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of this Lease Agreement at any subsequent

time. Waiver of any breach of this Lease Agreement by any party shall not constitute waiver of any subsequent breach.

b. The parties hereto expressly agree that this Lease Agreement in no way creates any agency or employment relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

Witnesses as to Lessee:

UNITED WAY OF THE MIDLANDS

By: _____

Name: _____

Its: _____

Witnesses as to Richland County:

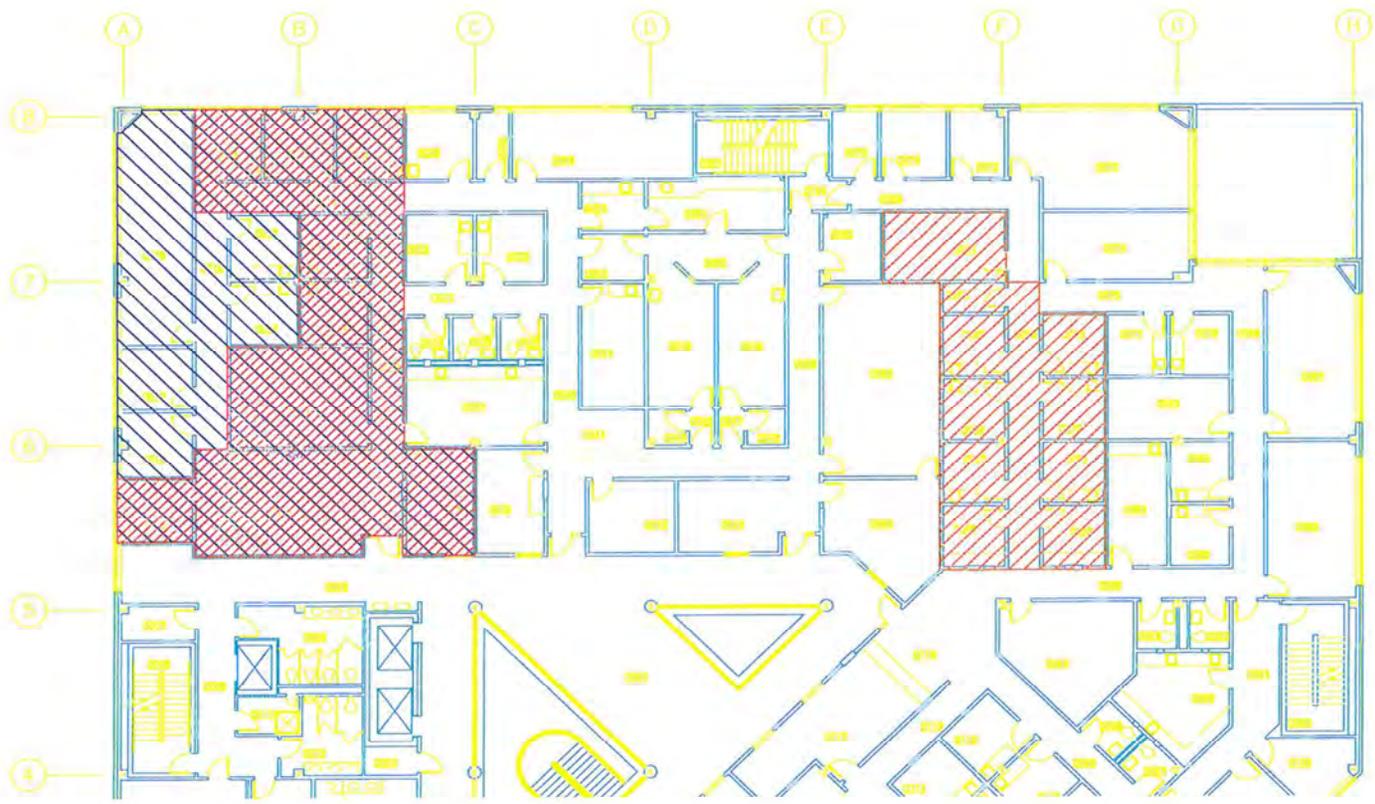
**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____

Name: _____

Its: _____

EXHIBIT A



Proposed Temp Eye
Clinic Space:
1,205.3 Sq. Ft.

Current Eye Clinic
Space Allotted:
2,972.4 Sq. Ft.

Current Eye Clinic
Space Used:
1,963.5 Sq. Ft.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic **[THIRD READING] [PAGES 73-85]**

Notes

September 23, 2014 - The Committee forwarded this item to Council without a recommendation.

First Reading: October 7, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Palmetto Capital City Classic Funding Request

A. Purpose

County Council is requested to fund the Palmetto Capital City Classic at \$30,000.

B. Background / Discussion

On September 9, 2014, Councilman Jackson brought forth the following motion:

“Move to send the Palmetto Capital City Classic request for additional funding in the amount of \$30,000 to committee for a recommendation”

The Palmetto Capital City Classic submitted a funding request in August 2014 asking for an additional \$30,000 to assist in funding security, rental and entertainment expenditures for their August 2014 events. Their letter of request is attached for reference.

The organization requested \$100,000 and received \$30,000 in Hospitality Tax and Accommodations Tax funds in the FY15 budget process.

The Palmetto Capital City Classic football game and related events (golf tournament, gospel concert, beauty pageant, comedy show, etc.) occurred the week of August 25 – 30, 2014. Events are held around Columbia and in Richland County in venues such as Williams Brice Stadium, Medallion Center, the Township and Linrick Country Club.

The chart below shows the County’s FY14 and FY15 funding history of this event.

	FY14 Allocation	FY15 Grant Request	FY15 Allocation
ATax	\$23,000	\$50,000	\$20,000
HTax	\$52,000*	\$50,000	\$10,000
Total	\$75,000	\$100,000	\$30,000

*The Palmetto Capital City Classic requested additional funds for security and was awarded an additional \$47,000 in FY14 for a total of \$75,000 (\$23,000 ATax + \$5,000 HTax + \$47,000 HTax = \$75,000).

Per the 2014 Council Retreat, out of cycle requests are to be routed to the Grants Manager for review prior to Council submitting a motion for action. The organization has an application on file for FY15. The expenditures outlined in their request are eligible for funding. The organization is eligible as a 501 c 3 organization.

C. Legislative / Chronological History

- Allocation of \$30,000 during the FY15 Budget process – June 2014
- Motion by Councilman Jackson on September 9, 2014

D. Financial Impact

Allocating additional funds to this organization will cause a financial impact and will require a budget amendment. A source of funding will need to be identified and it will require three readings and a public hearing. This type of allocation is typically funded through Hospitality Tax funds.

E. Alternatives

1. Approve the request to fund the Palmetto Capital City Classic at \$30,000.
2. Approve the request to fund the Palmetto Capital City Classic at an amount determined by Council.
3. Do not approve the motion to fund the Palmetto Capital City Classic.

F. Recommendation

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 9/9/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request would require a budget amendment as stated.

Grants

Reviewed by: Sara Salley

Date: 9/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is a funding decision to be made at Council’s discretion. The organization received funds in FY15 from both ATax and HTax grant programs and this is an out of cycle request.

Legal

Reviewed by: Elizabeth McLean

Date: 9/12/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: September 15, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision of Council. The organization received funds in FY15 from both ATax and HTax grant programs, and this is also an out-of-cycle request.



August 27, 2014

The Honorable Norman Jackson
Chairman, Richland County Council
2020 Hampton Street
Columbia, SC 29202

Re: Hospitality Tax Funding for 2014 Palmetto Capital City Classic

Dear Mr. Chairman:

Thank you so much for speaking with Coach Willie Jeffries and me about the funding needed to ensure the success of the 2014 Palmetto Capital City Classic. This great event has been ongoing for 13 consecutive years and we appreciate your support. Great attendance is expected this year and we know all hotel rooms are full this week.

As stated in our original application (copy attached) we requested \$50,000.00 from Hospitality Tax Funding back in March 2014 and we were awarded only \$10,000.00 in Hospitality Tax funding. We appreciate that, however as stated last year and again to Ms. Sara Salley, our cost for security for the Classic has escalated to great levels and so has the cost for venue rentals and artists for classic events we need additional funds.

Accordingly, we are asking Council to provide to us at a minimum an additional \$30,000.00 in Hospitality Tax funds for the 2014 classic. This is a reduction of \$10,000.00 below what was originally requested in March 2014. Coach Jeffries and I are willing to meet with you and members of County Council to discuss if necessary and to appear before Council to make this request. We know there is a process for doing this and we understand it will take several hearings and readings before Council can approve. We need your help and support and we appreciate all that you have done for us.

Please feel free to call me at (803)319-4112 or Coach Jeffries at (803)378-6060. Once again, thank you for your support and help as we continue to grow this great event.

Sincerely,

Bobby D. Gist
Executive Assistant to the Chair

Enclosure(s)

Copy of 2014 Original Application & Request

- c. Coach Willie E. Jeffries – Chair, PCCC Committee
Ms. Sara Salley – Richland County Grants Manager ✓

Palmetto Capital City Classic * P.O. Box 4455 * Columbia, SC 29204-4455
Phone 803-252-9200 * Fax 803-252-9202



March 3, 2014

Ms. Sara J. Salley
Richland County Grants Manager
2020 Hampton Street
Suite 4069
Columbia, SC 29202

Re: Hospitality Tax Application 2014-2015

Dear Ms. Salley:

Enclosed is an original copy of the Palmetto Capital City Classic Hospitality Tax Application along with six (6) copies of the original application. Please advise if you need any additional information.

Sincerely,

Bobby D. Gist
Executive Assistant

c. Willie E. Jeffries
Chair, Board of Directors
Palmetto Capital City Classic Committee

Enclosure(s)



HOSPITALITY TAX COUNTY PROMOTIONS APPLICATION
Funding for FY14 (July 1, 2014 – June 30, 2015) Due: March 3, 2014

INCORPORATION DATE: May 14, 2003	FEDERAL ID: 57-1159467
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ORGANIZATION: Palmetto Capital City Classic

MISSION STATEMENT: The purpose of the Palmetto Capital City Classic is to promote the educational endeavors of Historical Black Colleges and Universities (HBCUs) by providing scholarships and financial support for South Carolina based students who attend those educational institutions by sponsoring public events such as the Palmetto Classic football game and other ancillary events in Richland County, South Carolina.

CONTACT: Bobby D. Gist	TITLE: Executive Assistant
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ORGANIZATION STREET ADDRESS: 2352 Two Notch Road, Columbia, SC 29204

ORGANIZATION MAILING ADDRESS: P.O. Box 4455, Columbia, SC 29204-4455

PHONE: (803)252-9200	EMAIL: bgist@mailbox.sc.edu
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PROJECT TITLE: Palmetto Capital City Classic (PCCC)

TOTAL AMOUNT REQUESTED: \$50,000.00	TOTAL PROJECT COST: \$395,000.00
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PROJECT START DATE: August 25, 2014	PROJECT END DATE: August 30, 2014
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PROJECTED FULL ATTENDANCE: 30,500 – 32,500	PROJECTED NUMBER OF TOURISTS: 10,000 – 15,000
--------------------------------------------	-----------------------------------------------

PROJECTED MEALS CONSUMED: 20,000 – 30,000	PROJECTED OVERNIGHT STAYS: 8,000 – 10,000
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DESCRIPTION OF HOW YOUR ORGANIZATION DETERMINED THE NUMBERS ABOVE (also indicate the numbers of meals and room stays estimated in unincorporated Richland County): The 2014 Palmetto Capital City Classic marks the renewal of the South Carolina State University and Benedict College rivalry in college football. A rivalry in college football that goes back seventy-six (76) years and is being renewed for the second year in a row. These two (2) South Carolina based teams will attract a great fan base that we have had over the past ten (10) years. The Palmetto Capital City Classic is entering year number thirteen (13) and based upon our past twelve years of promoting this event, we project that fans once again will make this a marquee weekend experience; they will arrive on Friday morning and leave out on Sunday afternoon after the game. Last year our host hotels were filled to capacity and we have always housed our visiting teams, their bands and fans at hotels located in the Richland Northeast area and Sumter highway area. We, conservatively, project that all fans attending from out of town will have at least 2 meals per day at local restaurants and be very supporting of merchants with their purchases of goods and services at area clubs and restaurants and look forward to this weekend. This will definitely be a great game and the fans of both schools can't wait for this game as a part of the Classic. In addition, this will be the only college game in town on this date. We have in the past held events both within the incorporated and unincorporated areas of the county and plan to do so this year, most notably the Golf Tournament at the LinRick Golf Course and at the Township Auditorium for our Jazz Show, and Coble Plaza for our Drum-line Show.

PROGRAM LOCATIONS: Please list the street address of all program locations that will be funded through H-Tax grant funds. Please indicate if program or project will be held on County property.
 Columbia Convention Center – 1101 Lincoln Street, Columbia, SC 29201
 Charlie W. Johnson Stadium – 2200 Two Notch Road, Columbia, SC 29204
 (Richland County District #7) Medallion Center – 7309 Gamers Ferry Road
 (Richland County District #11) Linrick Country Club – 356 Campground Road, Columbia, SC 29202
 (Richland County) The Township Auditorium – 1703 Taylor St. Columbia, SC 29201

PROJECT DESCRIPTION (You may attach one (1) additional sheet):

The Palmetto Capital City Classic Committee is a 501(c)3 non-profit organization that sponsors and promotes the Palmetto Capital City Classic football game and all its ancillary events. The Palmetto Capital City Classic (PCCC) is an annual event, highlighted by an intercollegiate football game that has been played in the Capital City of Columbia over the past twelve years. This year's game, the 13th Annual Palmetto Classic, will be played on Saturday, August 30, 2014 at 4:30 p.m. USC is not playing on this date and this will be the only college football game in town on this date. However, the 2014 Classic is more than just a one day event featuring a football game. It is an event that includes a full week of activities (promoted and managed by the Palmetto Capital City Classic Committee) leading up to the actual game itself, i.e. **Miss PCCC Beauty Pageant, the PCCC Gospel Fest, the PCCC Jazz Concert, the PCCC Comedy Show, the PCCC Pep Rally, the PCCC Golf Tournament** and the **PCCC Media Luncheon**, hosted by AT&T and **the PCCC Drum-line Show**, featuring high school and college bands from South Carolina, Virginia, North Carolina and Georgia. The Purpose of the Classic is to promote the educational endeavors of Historical Black Colleges and Universities (HBCUs) by providing scholarships and financial support for South Carolina based students who attend these educational institutions. The 2014 PCCC football game will be played between the Benedict College Tigers (Columbia, SC) and South Carolina State University Bulldogs (Orangeburg, SC) and will benefit these two institutions of higher education. This will be the second consecutive year this game has been played between these two teams and was last year staged very successfully without any incidents/arrests and generated one hundred thousand dollars in scholarships for these two universities/colleges. This year's PCCC will attract thousands of out of town visitors and tourists who will come to visit and support activities in Richland County and will have a tremendous economic impact upon area businesses. Given the fact that this will mark the second annual renewal of this historic game featuring these two South Carolina based teams, we are projecting record crowds for the 2014 PCCC game once again and all its ancillary events. In addition, the PCCC Jazz Show that will be held on Friday night, August 29, 2014, the night before the game at the Township Auditorium (a County owned facility) is always a sold out event and will ensure weekend hotel visitors and fans. In addition, the PCCC Golf Tournament, which is always sold out, will be held at the LinRick Country Club, a County owned golf club. The renewal of this great rivalry will result in tremendous fan attendance. Given the support of not only the two participating universities, but the support of area and statewide fans both in state and out of state, this should once again be the best attended game that has been held over the past ten (10) years. This will be a marquee event and benefit the restaurant, hotel and club business as well as other local businesses.

ECONOMIC IMPACT AND COST BENEFIT

Provide project income and expenses for the last two years for the project you are requesting H-Tax funds as well as the projections for FY14. This section must be completed even if you did not apply for County H-Tax funds in the past.

These figures should be for the full project/event budget, not just the grant portion.	FY 11-12 July 2011 – June 2012	FY 12-13 July 2012 – June 2013	Projected FY 13-14 July 2013 – June 2014
Total Income (sponsors, grants, ticket sales, food sales, etc.)	156,008.70	359,895.26	395,000.00
Total Expenses (rentals, marketing, supplies, contracts, etc.)	152,431.03	357,036.27	393,000.00
Net Proceeds (Income – Expenses)	3,577.67	2,858.99	2,000.00

FOR NEW EVENTS, PROVIDE EVIDENCE OF SUCCESS FOR SIMILAR PROGRAMS/EVENTS: (Leave blank if this is not a new event/program)

HOW WILL YOUR ORGANIZATION USE INCOME, IF ANY, GENERATED BY THIS PROGRAM/EVENT?

All income minus expenses will be used to fund scholarships that support both South Carolina based universities who are the featured teams in this year's classic.

BENEFIT TO TOURISM AND COMMUNITY

BENEFIT TO TOURISM (How does it promote and highlight unincorporated Richland County's historic and cultural venues, recreational facilities and events, and the uniqueness and flavor of the local community.)

The Palmetto Capital City Classic will attract tourists from North Carolina and South Carolina, Virginia, and Georgia. People will travel in to see the game and participate in the ancillary events surrounding the week of the game and visit local attractions i.e. Riverbanks Zoo, the State Museum, the Vista, The Village at Sandhill and other business establishments. The PCCC offers visitors the opportunity to participate in worthwhile cultural activities while visiting Richland County, Columbia, and the Palmetto State. The PCCC brought over 10,000 tourists into town last year and they became hotel guests and customers. Local businesses, restaurants and hotels will also benefit during the week of the PCCC by sales to tourists/visitors who will be in town for the Classic and Classic ancillary events, i.e. Jazz Show, Golf Tournament, Gospel Show, and Drum-line Show. The Classic is in its thirteenth (13th) year and this will mark the second annual renewal of this historic game featuring these two South Carolina based teams.

BENEFIT TO COMMUNITY IN WHICH PROJECT WILL BE HELD:

Richland County will benefit economically in that sales tax and accommodations tax dollars will be generated and local businesses and area vendors will have thousands of out of town/state visitors to market and expose their products and services. Hotels located in the Richland Northeast area (The Holiday Inn Northeast) will house the visiting team, bands and visiting fans as they have done the past several years. In addition, we will hold two receptions in the Richland Northeast area for visiting fans, as well as a block party during the week of the game in the Two Notch Road area directly in front of the Benedict College football stadium as well as our annual Jazz Show at the Township Auditorium and our annual Golf Tournament at the LinRick Golf Course, both of which are funded and owned by Richland County.

ORGANIZATIONAL CAPACITY

MANAGEMENT CAPABILITY TO MAKE THIS PROJECT SUCCESSFUL:

The Palmetto Capital City Classic Committee has successfully managed this event and other ancillary events for the past twelve (12) years and has generated more than \$900,000 in scholarship dollars. The PCCC Committee is a private 501(c)3 organization that has built partnerships with the private sector and local and national businesses in promoting and marketing the Palmetto Capital City Classic as a marquee event in the state of South Carolina.

OUTLINE PROJECT MARKETING PLAN (Include how you plan to reach tourists and work with local restaurants. Also include tracking mechanism used to determine tourist attendance):

The Palmetto Capital City Classic Committee partners with Pepsi, Blue Cross, AT&T, BB&T and other vendors and will reach out to local restaurants and bars to host events during Classic week. The Palmetto Capital City Classic Committee will begin marketing and promoting the 2014 Classic between Benedict College and South Carolina State University on April 1, 2014, approximately 4 months ahead of our normal marketing time frame. We will continue to work with our in-state and out-of-state marketing partners and utilize our expanded network of alumni and fans around the southeast to promote and market this great event. The PCCC uses sample surveys and questionnaires and gross revenue as tracking mechanisms to determine the success of our project.

REQUIRED ATTACHMENTS: Attachments MUST be submitted along with proposal. Incomplete applications will not be evaluated.

- Budget and expense justification (See budget form below)
- Letter from IRS confirming nonprofit status and proof of registration with the SC Secretary of State's Office
- List of organization's current Board Members/Directors
- Organization's most recent audited financial statement or 990 tax return

Optional Attachments

- One (1) additional page for project description
- One (1) additional page for budget narrative/justification

STATEMENT OF ASSURANCES

Upon grant application acceptance and funding award, applicant agrees that financial records, support documents, statistical records and all other records pertinent to Hospitality Tax funding shall be retained for a period of three years. All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a matter so as to provide maximum open free competition. The funding recipient shall establish safeguards to prohibit employees from using their positions for a purpose that has the appearance of being motivated by a desire for private gain for themselves and others. All expenditures must have adequate documentation. All accounting records and supporting documentation shall be available for inspection by Richland County upon request. No person, on the basis of race, color, or national origin, should be excluded from participation in, be denied the benefit of or be otherwise subjected to discrimination under the program or activity funding in whole or in part by Hospitality Tax funds. Employment made by or resulting from Hospitality Tax funding shall not discriminate against any employee or applicant on the basis of handicap, age, race, color, religion, sex, or national origin. None of the funds, materials, property, or services provided directly or indirectly under Hospitality Tax funding shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. The applicant hereby certifies that the information submitted as part of this application is accurate and reliable. Any change and/or variation must be reported immediately, otherwise, funding may be withheld.

Providing signature of the Executive Director and Board Chair of the organization verifies accuracy of the information provided in this application and attachments as well as agreeing to the assurances written above.

Board Chair

Date

Executive Director

Date

HOSPITALITY TAX GRANT BUDGET FORM

List the expenses for your project below. Add expense categories in the blank lines below, if needed.

Expense Category	County H-Tax Request	Other Sources	Total
Advertising/Marketing/Promotion/Billboards	20,000.00	30,000.00	50,000.00
Advertising/Marketing Related Salary			
Advertising/Marketing Related Contractors		25,000.00	25,000.00
Municipal Services/Security	10,000.00	25,000.00	35,000.00
Entertainment/Speakers/Guest Artists/Instructors			
Event Rentals	20,000.00	15,000.00	35,000.00
Supplies		8,000.00	8,000.00
Consultants/Contractors		10,000.00	10,000.00
Event Signage (directional, non-promotional)		15,000.00	15,000.00
Other – Hotel Expenses		15,000.00	15,000.00
Other – Scholarships		150,000.00	150,000.00
Other – Stadium Rental Operation Cost		50,000.00	50,000.00
Total	50,000.00	343,000.00	393,000.00

List the income sources for your program or project below. Include the amount requested in this application.

Income Source	Amount	Pending/Received
FY14 Richland County H-Tax Request	50,000.00	Pending
Outdoor Billboard Advertising – Local & Regional	10,000.00	Pending
Magazine & Other Media Advertising	10,000.00	Pending
Venue Rental	20,000.00	Pending
Security – Fire Marshall & Police	10,000.00	Pending

Provide a detailed narrative/justification of expenses in the H-Tax Grant Request expense column. Add (1) additional sheet, if needed.

Richland County H-Taxes will be used to advertise, promote and provide security and venue rental for the 2014 Palmetto Capital City Classic game and related ancillary events such as the PCCC Gospel Show, PCCC Jazz Show, PCCC Golf Tournament and the PCCC Drum-Line Show.

Advertising \$20,000.00

- Outdoor Billboards (Statewide & Regional) \$10,000.00 – Lamar Advertising located in Lower Richland
- Newspaper & Magazine Advertising/Website \$10,000.00 – The State Newspaper (Lead Newspaper)

Security \$10,000.00

Game day security, fire marshals, EMS and traffic control security for ancillary events including the Richland County Sheriff's Department.

Venue Rental \$20,000.00

Township Auditorium & Stadium Rental, etc. as well as LinRick Golf Club, all located in Richland County.

H-Taxes will be used to help cover the projected cost for advertising, security and venue rental for Palmetto Capital City Classic events.

APPLICATION CHECKLIST

This sheet is not part of the application, but a tool to assist you in preparing your application.

Required Elements:

- Completed application form - Incomplete applications will not be evaluated. Answers such as N/A or See Attached are not appropriate. Please do not use font sizes lower than 10 point.
- Answer each question and make sure each point in the guidelines is addressed.
- Board Chair signed and dated the application
- Executive Director signed and dated the application – please note in the signature line if your organization does not have an executive director (all volunteer organization).
- Fill out the budget form and make sure your budget justification has enough detail.
- Letter from IRS confirming nonprofit status and proof of registration with the SC Secretary of State
- Attach list of current Board of Directors
- Attach most recent audited financial statement or most recent 990 tax form
- Attach additional one-page project description (**OPTIONAL**)
- Attach additional one-page budget narrative/justification (**OPTIONAL**)

Application Packet

- Made a copy to keep on file (applicant organization)
- Submit one original and 6 copies of the application (total of 7)
- Secured each application with a staple, paper clip or binder clip. No report folders or binders, please

REMINDERS

The Application deadline is 5:00 pm Friday, **February 22, 2013**. **Late applications will NOT be accepted.** Richland County does NOT accept applications sent via fax or email.

Mail Application to:

Richland County Administrator's Office
Attn: Sara Salley
PO Box 192
Columbia, SC 29202

Hand Deliver Application to:

Richland County Administrator's Office
Attn: Sara Salley
2020 Hampton Street, Suite 4069
Columbia, SC 29204

QUESTIONS

Call 803.576.2069 or email salleys@rcgov.us if you have any questions concerning the application process or the H-Tax County Promotions grant program.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.HT_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$30,000 OF HOSPITALITY FUND BALANCE TO PROVIDE FUNDING FOR PALMETTO CAPITAL CITY CLASSIC.

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 Thirty Thousand Dollars (\$30,000.00) be appropriated to provide funding for Palmetto Capital City Classic. Therefore, the Fiscal Year 2014-2015 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,035,000
Appropriation of Hospitality Tax Fund Balance:	\$ <u>30,000</u>
Total Hospitality Tax Fund Revenue as Amended:	\$ 6,065,000

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,035,000
Palmetto Capital City Classic:	\$ <u>30,000</u>
Total Hospitality Tax Fund Expenditures as Amended:	\$ 6,065,000

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency **[THIRD READING] [PAGES 86-91]**

Notes

September 23, 2014 - The Committee recommended that Council approve the ordinance amendment to the Hospitality Tax Ordinance so as to add the Township Auditorium as an Ordinance Agency. Any additional changes to the ordinance will be included in a separate Request of Action and reviewed at the October 28, 2014 Committee meeting.

First Reading: October 7, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Ordinance amending Hospitality Tax Ordinance so as to add the Township Auditorium as an HTax Ordinance Agency

A. Purpose

County Council is requested to approve an ordinance amending the Hospitality Tax Ordinance so as to add the Township Auditorium as an Ordinance Agency, in accordance with Council's vote in the FY2014-2015 Budget Ordinance, as well as cleaning up other disbursement language therein.

B. Background / Discussion

In the FY2014-2015 annual budget process, County Council voted to add the Township as an Ordinance Agency (i.e. one of the specifically named entities to receive HTax disbursement each year). In accordance with that vote, the standalone HTax ordinance needs to be amended to reflect the change.

Along with that change, two other changes are proposed to provide a cleaner, more accurate HTax ordinance. The first suggested change is the removal of the specific dollar amounts mentioned in the ordinance for the Ordinance Agencies, as those amounts are now set during the annual budget process. The second change involves removing all historical disbursement references, so as to make the ordinance more accurate and easier to follow. This change is not substantive in any way; rather, it is a "house cleaning" item. The historical references will still be available, if needed, as originals of all ordinances are housed in the county Legal Department and are available for review at any time; thus, previous versions of the Hospitality Tax Ordinance are always preserved.

C. Legislative / Chronological History

Follow-up to the FY2014-2015 budget ordinance.

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Approve the ordinance amendment.
2. Do not approve the ordinance amendment.
3. Approve the ordinance amendment with changes.

F. Recommendation

Recommended by: Elizabeth McLean

Department: Legal

Date: August 29, 2014

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 9/8/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 9/8/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The proposed amendment relating to the Township is consistent with action taken by the Council during the FY 15 budget process establishing the Township as a Hospitality Tax ordinance agency. The additional amendments simply remove dollar amounts and historical date references since the Council has made the decision that each ordinance agency’s funding level will be set during the annual budget process. Recommend approval as presented.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SO AS TO ADD THE TOWNSHIP AUDITORIUM AS AN AGENCY.

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 Richland County Code of Ordinances; Chapter 23, Taxation; Article IV, Local Hospitality Tax; Section 23-69, Distribution of funds; is hereby amended to read as follows:

Sec. 23-69. Distribution of Funds.

(a) (1) The County shall distribute the Local Hospitality Tax collected and placed in the "Richland County Local Hospitality Tax Revenue Fund" to each of the following agencies and purposes ("Agency") in the following amounts during fiscal year 2003-2004:

Columbia Museum of Art	\$650,000
Historic Columbia	250,000
EdVenture Museum	100,000
County Promotions	200,000
<u>Township Auditorium</u>	<u>\$300,000 (beginning in fiscal year 2014-2015)</u>

(2) The amounts distributed to the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium shall be paid quarterly beginning October 1, 2003. The amount distributed to organizations receiving County Promotions shall be paid to the organization as a one-time expenditure beginning in fiscal year 2008-2009.

(3) As a condition of receiving its allocation, the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium must annually submit to the County an affirmative marketing plan outlining how the agency will use its hospitality tax allocation for tourism promotion in the upcoming fiscal year. The plan shall include a detailed project budget which outlines the agency's proposed use of hospitality tax funds. The marketing plan shall also outline how the agency will promote access to programs and services for all citizens of Richland County, including documentation of "free" or discounted services that will be offered to Richland County residents. In addition, each Agency shall demonstrate a good faith effort to expand programs and events into the unincorporated areas of Richland County. The annual marketing plan shall be due to the County Administrator no later than March 1 of each year. If an Agency fails to comply with these requirements, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as provided in subsection (f) below.

(4) For the amounts distributed under the County Promotions program, funds will be distributed with a goal of seventy-five percent (75%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county. These shall include:

- a. Organizations that are physically located in the areas where the county collects Hospitality tax Revenues, provided the organization also sponsors projects or events within those areas;

b. Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and

c. Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax revenues.

(5) In the event Local Hospitality Tax revenues are not adequate to fund the Agencies listed above in the prescribed amounts, each Agency will receive a proportionate share of the actual revenues received, with each Agency's share to be determined by the percentage of the total revenue it would have received had the revenues allowed for full funding as provided in subsection (a)(1) above.

(b) In each of fiscal years 2004-2005 and 2005-2006, the Local Hospitality Tax shall be distributed to each Agency named above in the same amounts and on the same terms and conditions, together with a three percent (3%) increase in each of fiscal year 2004-2005 and 2005-2006.

(c) In fiscal year 2006-2007, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be established in the County's FY 2006-2007 Budget Ordinance.

(d) In fiscal years 2007-2008 and 2008-09, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be increased based on the revenue growth rate as determined by trend analysis of the past three years, but in any event not more than 3%.

(e) Beginning in fiscal year 2009-2010 and continuing thereafter, the amount of Local Hospitality Tax to be distributed to each Agency named above shall be determined by County Council annually during the budget process or whenever County Council shall consider such distribution or funding.

(f) All Local Hospitality Tax revenue not distributed pursuant to subsection (a) through (e) above shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as directed by County Council for projects related to tourism development, including, but not limited to, the planning, development, construction, promotion, marketing, operations, and financing (including debt service) of the State Farmer's Market (in lower Richland County), Township Auditorium, a new recreation complex (in northern Richland County), recreation capital improvements, Riverbanks Zoo, and other expenditures as provided in Article 7, Chapter 1, Title 6, Code of Laws of South Carolina 1976 as amended.

SECTION II. The Richland County Code of Ordinances; Chapter 23, Taxation; Article IV, Local Hospitality Tax; Section 23-71, Oversight and Accountability; is hereby amended to read as follows:

Sec. 23-71. Oversight and Accountability.

The following organizations: the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium must submit a mid-year report by January 31 and a final report by July 31 of each year to the Richland County Administrator, which includes a detailed accounting of all hospitality tax fund expenditures and the impact on tourism for the preceding fiscal year, including copies of invoices and proof of payment. The county shall not release hospitality tax funds to any agency unless that agency has submitted an acceptable final report for the previous fiscal year. If an Agency fails to comply with these requirements by the July 31 deadline, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and may be distributed as provided in Section 23-69 (f).

Any organization receiving County Promotions funding must comply with all requirements of this article, as well as any application guidelines and annual reporting

requirements as established by council, to include a detailed reporting of all grant expenditures.

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

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

SECTION V. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

S. Monique McDaniels
Clerk of Council

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on host fee charges to be used for Economic Development operating cost **[THIRD READING] [PAGES 92-94]**

Notes

First Reading: October 7, 2014
Second Reading: October 21, 2014
Third Reading:
Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_02

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$162,500 OF GENERAL FUND REVENUE RECEIVED FROM A RATE INCREASE OF \$.25 PER TON ON HOST FEE CHARGES TO BE USED FOR ECONOMIC DEVELOPMENT OPERATING COST.

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

SECTION I. That the amount of One Hundred Sixty Two Thousand Five Hundred Dollars (\$162,500.00) be appropriated specifically for Economic Development Operating Cost. Therefore, the Fiscal Year 2014-2015 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 154,072,309
Appropriation of General Fund Revenue:	\$ <u>162,500</u>
Total General Fund Revenue as Amended:	\$ 154,234,809

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 154,072,309
Economic Development:	\$ <u>162,500</u>
Total General Fund Expenditures as Amended:	\$ 154,234,809

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

14-25MA
John May
RU to RC (.22 Acres)
10461 Wilson Blvd.
15000-02-08 [**SECOND READING**] [**PAGES 95-96**]

Notes

First Reading: October 28, 2014
Second Reading:
Third Reading:
Public Hearing: October 28, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

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 # 15000-02-08 FROM RU (RURAL DISTRICT) TO RC (RURAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 15000-02-08 from RU (Rural District) zoning to RC (Rural Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-26MA
Eddie Roberts
M-1 to GC (.36 Acres)
10203 Two Notch Rd.
22909-01-01 [**SECOND READING**] [**PAGES 97-98**]

Notes

First Reading: October 28, 2014
Second Reading:
Third Reading:
Public Hearing: October 28, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

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 # 22909-01-01 FROM M-1 (LIGHT INDUSTRIAL 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 # 22909-01-01 from M-1 (Light Industrial 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 _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-28MA
Thomas Crowther
RM-HD to GC (11.90 Acres)
3533 Broad River Rd.
06110-04-05(p) [**SECOND READING**] [**PAGES 99-101**]

Notes

First Reading: October 28, 2014
Second Reading:
Third Reading:
Public Hearing: October 28, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

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 # 06110-04-05 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH 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 # 06110-04-05 from RM-HD (Residential, Multi-Family – High Density District) zoning to GC (General Commercial District) zoning; as further shown on Exhibit A, which is attached hereto and incorporated herein.

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 _____, 2014.

RICHLAND COUNTY COUNCIL

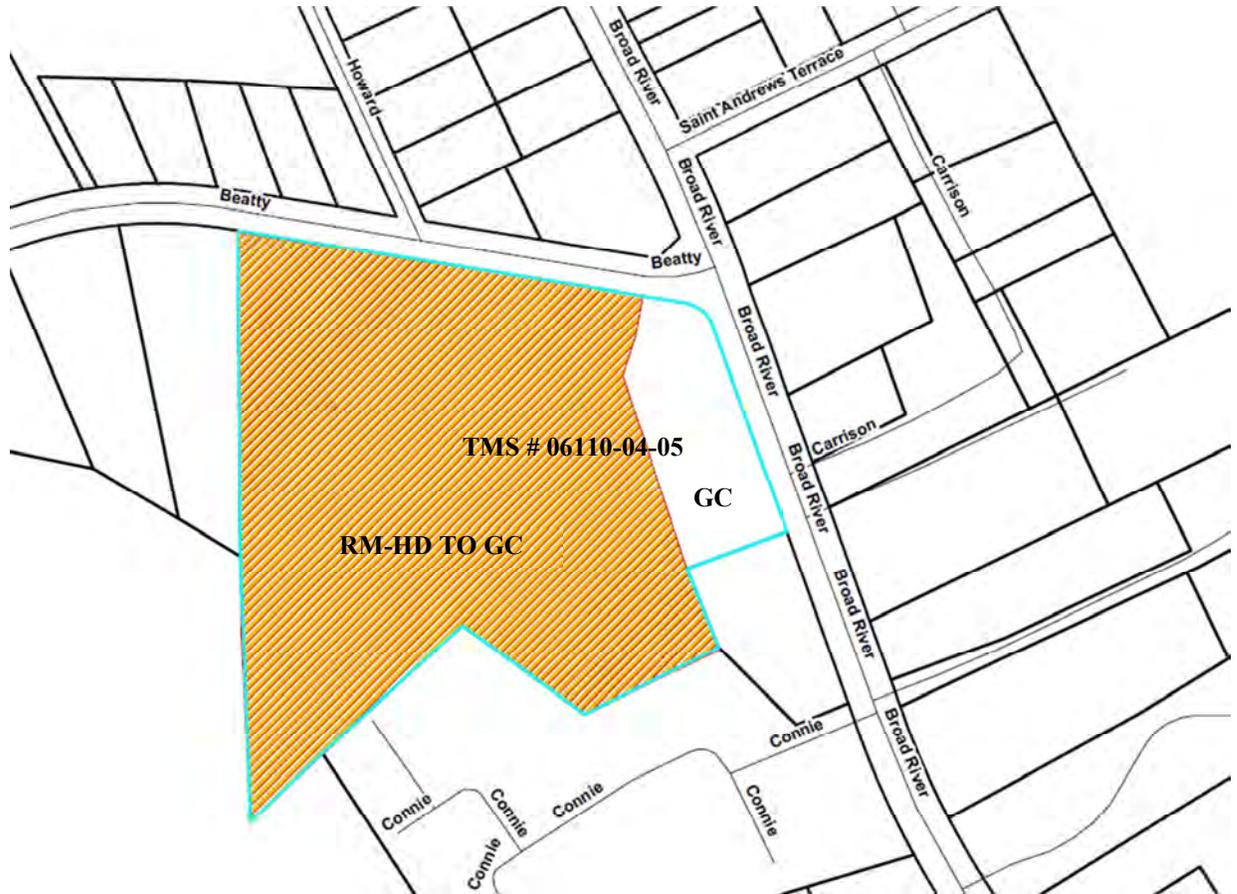
By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

14-30MA
Ray O'Neal
RU to GC (.66 Acres)
8505 Garners Ferry Rd.
21800-05-06 [**SECOND READING**] [**PAGES 102-103**]

Notes

First Reading: October 28, 2014
Second Reading:
Third Reading:
Public Hearing: October 28, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

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 # 21800-05-06 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 # 21800-05-06 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 _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-31MA
Bill Dixon
PDD to PDD (65.94 Acres)
Greenhill Parkway & Two Notch Rd.
25800-03-40 [**SECOND READING**] [**PAGES 104-107**]

Notes

First Reading: October 28, 2014
Second Reading:
Third Reading:
Public Hearing: October 28, 2014

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTY DESCRIBED AS TMS # 25800-03-40; 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 land uses within the PDD (Planned Development District) zoning district for TMS # 25800-03-40, as described herein.

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

- a) Planned development regulations should adhere to landscaping, parking and pedestrian regulations respectfully, Sections 26-173, 26-176, and 26-179.
- b) Proposed changes to the approved Master Plan are deemed major changes and shall be subject to the requirements of Section 26-59 (j) of the Richland County Land Development Code.
- c) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest.
- d) All the conditions described herein, including those shown on Exhibit A (which is attached hereto), shall apply to the applicant, the developer and/or their successors in interest.
- e) Stormwater detention/retention shall be sensitively incorporated into the Green/Open Space, utilizing vegetative buffers and other B.M.P.'s (Best Management Practices) to encourage filtration of surface water and improve water quality.
- f) In the amended RS-HD Land Use District as designated by the Amendment Dated 8/22/14 DAK-1 PUD, there shall be no more than twenty (20) total acres dedicated to religious uses with a maximum of three religious centers in the RS-HD designation. Religious centers shall include but not be limited to: religious education, childcare and associated uses.

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

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

Section V. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

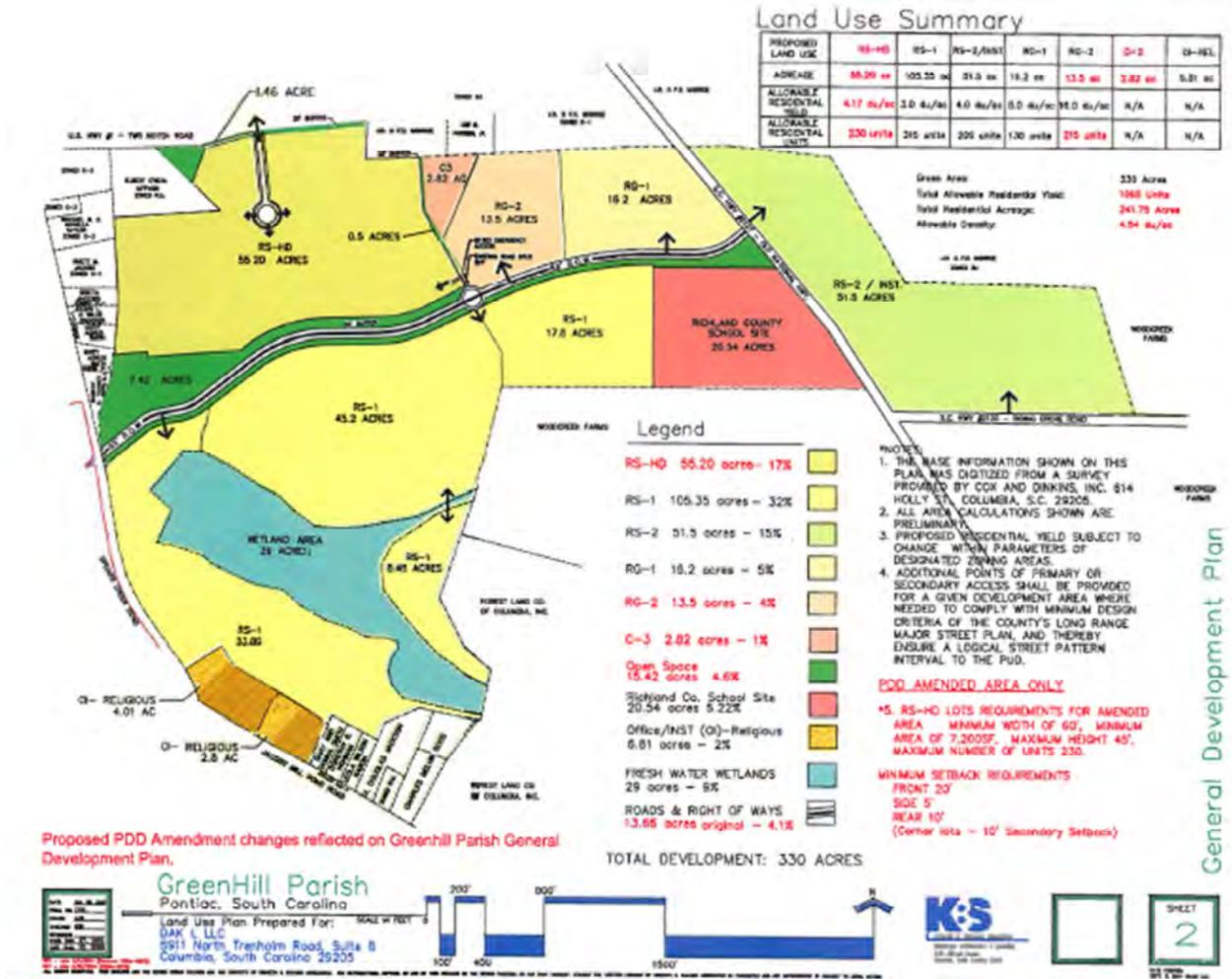
S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Exhibit A



Proposed PDD Amendments			
Land Use	Existing Acreage	Proposed Acreage	Acreage Change
Open Space	N/A	15.42	+15.42
RS-HD	NA	55.2	+ 55.2
RG-2	9.9	0	-9.9
C-3	53.53	0	- 53.53

Richland County Council Request of Action

Subject

Microphone Mute Options for Council Chambers [**PAGES 108-111**]

Notes

October 28, 2014 - The Committee recommended that Council direct staff to proceed with upgrading the microphones in the Council Chambers (11 microphones for each Council member & 3 microphones for County staff) at an estimated cost of \$6,000 to enable microphone muting options.

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



MEMORANDUM

TO: Richland County Council
CC: Tony McDonald, County Administrator
FROM: Brandon Madden, Manager of Research
DATE: October 24, 2014
RE: Microphone Mute Options

On September 9, 2014, Council member Washington brought forth the following motion:

“Move to direct staff to review microphone mute options for Council Chambers”

This item was forwarded to the September D&S Committee. At the September D&S Committee meeting, the Committee directed Staff to review microphone mute options for Council Chambers and report back to the Committee.

Enabling microphone mute options for the 14 microphones (11 microphones for each Council member & 3 microphones for County staff) in the Council Chambers requires upgrading the current audio system and each microphone. The estimated cost for these upgrades is approximately \$6,000.00.

At the September D&S Committee meeting, Council also requested “Do’s and Don’ts” for microphone muting. Those will be forwarded to you under separate cover, as they came from the Legal Department.

It is at this time that staff requests direction from Council on this item.

Richland County Council Request of Action

Subject: Microphone Mute Options for Council Chambers

A. Purpose

County Council is requested to direct staff to review microphone mute options for Council Chambers.

B. Background / Discussion

On September 9, 2014, Council member Washington brought forth the following motion:
“Move to direct staff to review microphone mute options for Council Chambers”

The microphone system currently installed in the Council Chambers does not have the capability to mute microphones. The County would have to upgrade the current microphone system to have the capability to mute microphones.

C. Legislative / Chronological History

Motion by Mr. Washington – September 9, 2014

D. Financial Impact

The financial impact to the County to have staff review microphone mute options for the Council Chamber is negligible. The County may incur future costs related to upgrading the microphone system to add muting capabilities to the microphones. At this time, funds for this purpose are not identified.

E. Alternatives

1. Approve the request to direct staff to review microphone mute options for Council Chambers.

2. Do not approve the request to direct staff to review microphone mute options for Council Chambers.

F. Recommendation

This recommendation was made by Mr. Washington. This is a policy decision for Council.

Recommended by: Kelvin Washington

Department: County Council

Date: 9/9/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on a negligible cost impact that can be absorb with current funding.

Information Technology

Reviewed by: Janet Claggett

Date: 9/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

RCIT agrees that it would be very beneficial to have such options identified.

Legal

Reviewed by: Elizabeth McLean

Date: 9/16/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The decision whether to look into costs/options for microphone mute buttons is a policy decision left to Council's discretion. Any use of mute buttons by Council would need to be consistent with the Open Meeting requirements of the SC Freedom of Information Act.

Administration

Reviewed by: Tony McDonald

Date: 9/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Whether or not a mute capability is to be installed and utilized is at the Council's sole discretion. If the Council agrees to go forward with this motion, staff will provide mute options and associated costs, and will bring the information back to the Council for a final decision.

Richland County Council Request of Action

Subject

RC Souvenirs: [PAGES 112-116]

Notes

October 28, 2014 - The Committee recommended that Council approve the 3 inch "Gold Medallion" as a County souvenir. The estimated cost is \$44.16 per unit. The Committee requested that Council provide direction as to the parameters (e.g. number of souvenirs that can be purchased/distributed by a Council member) for purchasing the selected souvenir and how the selected souvenir will be distributed (sold and/or given away).

Richland County Government

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



Phone: (803) 576-2050
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Office of the County Administrator



MEMORANDUM

TO: Richland County Council
CC: Richland County Administration
FROM: Monique McDaniels, Clerk to Council
DATE: October 24, 2014
RE: Richland County Proposed Souvenirs Options and Supplemental Information

At the March 18, 2014 Council meeting, Councilman Jackson made the following motion:

“Develop souvenirs for Richland County to be sold at the State Museum and stores for tourism purpose.”

This item was forwarded to the April D&S Committee.

At the April 22, 2014 D&S Committee meeting, the Committee recommended to hold the item in the Committee, and requested Staff to look into available options regarding souvenirs and report back their findings. Staff provided a summary of available souvenir options at the June 24, 2014 D&S Committee meeting. Following their review, the Committee directed Staff to reexamine possible souvenir options, including a souvenir coin and provide a recommendation to the Committee. Additionally, Staff was directed to research souvenirs used by other jurisdictions, including the City of Columbia.

Some possible souvenir options are as follows:

- Souvenir coins
- Cufflinks
- T-shirts
- Coffee mugs

A breakdown of souvenir items offered by other counties and municipalities is below:

Jurisdiction	Souvenir Item(s)
City of Columbia	<ul style="list-style-type: none"> • Ink pens • Coffee mugs • Notepads • “Key to The City”
Fairfield County	<ul style="list-style-type: none"> • Coasters • Metal palmetto trees • “Pieces” of historical buildings
Florence County	<ul style="list-style-type: none"> • Gift baskets w/ products manufactured in Florence County • Umbrellas • Mugs • Ink pen w/ flash drive • County flag
Lexington County	<ul style="list-style-type: none"> • Pens • Coffee mugs
Oconee County	Framed prints signed by Council members and/or Chair

The Columbia Regional Visitors Center (Visitors Center) sells merchandise, including t-shirts and tervis tumblers, which displays their “Famously Hot Columbia, SC” logo. The Visitors Center is a division within the Midlands Authority for Conventions, Sports & Tourism. The County funded the Columbia Metro Convention & Visitors Bureau in FY14 in the amount of \$193,200, and in the amount of \$226,000 in FY15. Given the role of the Midlands Authority for Conventions, Sports & Tourism in promoting the Midlands, the County’s souvenir item(s) may be able to be sold at the Columbia Regional Visitors Center. There are no other counties or municipalities that sell their souvenir items and Richland County cannot sell their items in the South Carolina State Museum or Columbia Convention Center gift shop.

After researching souvenir items offered by other counties and municipalities, Staff recommends the following souvenir options:

- a. Desk Telescop
 1. Price per item - \$30.00-\$34.00
 2. 150 x \$34.00 = \$5,100.00 total

- b. Limestone Paperweight
 - 1. Price per item \$19.00-21.00
 - 2. $150 \times \$21.00 = \$3,150.00$

- c. Desk clock with compass or just the compass
 - 1. Price per item \$48
 - 2. $150 \times \$48.00 = \$7,200$

- d. Gold Medallion
 - 1. Price per item \$44.00
 - 2. $150 \times \$44.00 = \$6,600$

RICHLAND COUNTY SOUVENIR
MISC_8235



DESK TELESCOPE

150 - \$34.20 each
250 - \$32.40 each
300 - \$30.30 each



LIMESTONE PAPERWEIGHT

150 - \$21.00 each
250 - \$19.20 each



DESK CLOCK WITH COMPASS

150 - \$48.00 each
250 - \$48.00 each



3" ETCHED MEDALLION

150 - \$44.16 each
250 - \$44.16 each

Additional option (need to explore costs more)
Limestone pieces from quarry in Richland County
We could get actual Richland County limestone pieces place on a wooden base with a plaque or laser engraved.



Richland County Council Request of Action

Subject

Roofing Project – Lower Richland Fire Station [**PAGES 117-120**]

Notes

October 28, 2014 - The Committee recommended that Council authorize the expenditure of \$123,625.00 in budgeted funds to Aqua Seal Mfg. & Roofing, Inc. for the replacement of the deteriorating roofing system at the Lower Richland Fire Station.

Richland County Council Request of Action

Subject: Roofing Project – Lower Richland Fire Station

A. Purpose

Council is requested to authorize the expenditure of \$123,625.00 in budgeted funds to Aqua Seal Mfg. & Roofing, Inc. for the replacement of the deteriorating roofing system at the Lower Richland Fire Station.

B. Background / Discussion

The existing roof at the Lower Richland Fire Station, located at 2612 Lower Richland Blvd., in Hopkins, SC has become unreliable. The roof has had numerous leaks over the last couple of years and the ongoing repair work has become time consuming and cost prohibitive. Due to the roofing system reaching 30 years old, leaks are a constant threat and any resulting water infiltration increases maintenance needs to prevent facility deterioration and the potential development of environmental concerns. It is imperative that all our 24/7 emergency response facilities remain in good condition, to ensure timely response for the assigned area of coverage, by ensuring a positive operational environment.

We recently completed a new roofing project on the Dentsville Fire Station where the contractor was selected by public bid advertisement through our Procurement office. The PO was issued on May 28, 2014, and this current contract includes verbiage to allow the extending of the contract scope, stating “Award from this solicitation (Reroofing of the Dentsville FS) will be for a non-exclusive contract which may be renewed upon agreement and acceptance by both parties for one year (twelve months of three hundred-sixty-five (365) calendar days) increments not to exceed five years or sixty (60) months”.

Therefore, Support Services is requesting authorization to extend the current contract, with Aqua Seal, who installed the roofing system at the Dentsville Fire Station, to remove and install a replacement roof at the Lower Richland Fire Station. It is important to note that both of these stations are of the same footprint design so the base work will be the same. It was originally intended to bid both of these stations at one time, but insufficient funding and rapid deterioration issues at the Dentsville Station prevented this strategy, so the above language was included in the anticipation of receiving the additional funds in support of the Lower Richland station in the FY15 budget. Aqua Seal Mfg. & Roofing, Inc. was selected as the most responsible, responsive, and advantageous contractor responder for Richland County through the public bid process for the Dentsville Fire Station. The contractor completed the work to the contact specifications at the Dentsville Fire Station on time, on budget, and without creating any disruptions in the daily operations of the facility.

The selected roofing system is a .080 thick TPO (Thermoplastic polyolefin) roof manufactured by GAF Materials Corporation that will be installed per the manufacturer’s specifications, thus providing a 30 year Labor and Material warranty.

Prior to the installation of the new roof, the existing roof will be removed and disposed of in a manner compliant to all regulatory agencies. Additionally, the coping will be replaced with 25 gage pre-finished metal, providing a complete new roofing system. This system is the same

type of roofing system that was utilized on the Dentsville Fire Station that was recently installed by Aqua Seal Mfg. & Roofing, Inc.

C. Legislative / Chronological History

This item is a staff-initiated request. Therefore, there is no legislative history for this project except for the funding that was specifically identified for this project and approved in the current FY 14-15 yearly budget process.

D. Financial Impact

The funding for the Lower Richland Fire Station reroofing project will be requisitioned from JL-3180.532900 (Fire Fund maintenance account), which has sufficient funding that was specifically identified for this project through the budget process.

The total cost for this project is a contract amount of \$107,500.00 plus 15% contingency to address any possible unforeseen deteriorated metal decking and wood blocking, or possible unknown life/safety issues resulting in a total amount of \$123,625.00. As normal, any conditions that could create a change order to the base contract cost or schedule, must be vetted through staff and approved in writing before any work can begin outside the original contract scope. Council has already approved the project concept by approving funding during the FY 15 budget process. There are no additional funds requested for this project. A roof replacement plan is identified in the 10 year capital plan and established to date using an annual budget program. Current funding for this project is identified in the following department budget account ensuring available funds for the project:

Location	Cost Item	Account #	Project cost
Lower Richland Fire Station	Proposed cost	JL-3180. 530300	\$107,500
	Contingency	JL-3180.530300	\$16,125
	Total:		\$123,625

E. Alternatives

1. Authorize the expenditure of \$123,625.00 in budgeted funds to Aqua Seal Mfg. & Roofing, Inc. for the replacement of the deteriorating roofing system at the Lower Richland Fire Station.
2. Direct staff to develop bid documents and advertise. This alternative is not recommended, as it will take months for the procurement process to complete. While this process occurs, the roof will continue to deteriorate, potentially resulting in greater costs to re-roof. Further, the contract was specifically written so as to prevent lag time in these roof replacements.
3. Do not approve the expenditure of the funds and leave the facility in its current aged condition. However, this option will foster increased maintenance costs due to roofing failures and potential water leaks that could affect the wellbeing and operational condition of the facility.

F. Recommendation

It is recommended that Council approve Alternative 1 - authorize the expenditure of \$123,625.00 in budgeted funds to Aqua Seal Mfg. & Roofing, Inc. for the replacement of the deteriorating roofing system at the Lower Richland Fire Station.

Recommended by: John Hixon

Department: Support Services

Date: 10/7/14

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/12/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/13/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. As the contract mentioned is not attached, Legal cannot comment as to its applicability. As long as the Procurement Director is satisfied that the contract language is applicable and that using the same contract is within the bounds of the Procurement Code, Legal is satisfied.

Administration

Reviewed by: Roxanne Ancheta

Date: October 13, 2014

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve Alternative 1 - authorize the expenditure of \$123,625.00 in budgeted funds to Aqua Seal Mfg. & Roofing, Inc. for the replacement of the deteriorating roofing system at the Lower Richland Fire Station. The Procurement Director has reviewed the existing contract, and has determined that this item meets the parameters.

Richland County Council Request of Action

Subject

Exploration and Development of a "Preservation Land Management Plan" [PAGES 121-124]

Notes

October 28, 2014 - The Committee recommended that Council direct the Planning Department to explore a county-wide Preservation Land Management Plan, including all rural areas.

Richland County Council Request of Action

Subject: Exploration and Development of a “Preservation Land Management Plan”

A. Purpose

County Council is requested to direct Staff to explore and develop a Preservation Land Management Plan.

B. Background / Discussion

On September 16, 2014, Council member Washington brought forth the following motion:

“To explore and develop a "Preservation Land Management Plan". This program will help protect rural family land against urban sprawl and development, preserve the unique cultural heritage of Lower Richland communities, sustain Lower Richland diverse ecosystem, increase land value and income through sustainable forestry and agro-forestry management, and engage under-represented groups in land use dialogue and in the value of land stewardship”

This request was based on a pilot program introduced by the U.S. Endowment for Forestry and Communities and the U.S. Department of Agriculture’s Forest Service in the South Carolina Lowcountry. The pilot program is known as the Sustainable Forestry African American Land Retention Program (SFP). The Center for Heirs Property Preservation manages the program, which partners landowners with professional foresters to take inventory of the trees on their property and develop a land management plan that will prepare the land for reinvestment. Forestry practices such as harvesting, thinning and prescribed burning are all discussed in an effort to educate landowners about proper land management techniques. The goal of the program is to create continuously viable property rather than property that may bring a one-time payout for timbering. Another goal of the program is to assist landowners in establishing a clear title to their land by defining their family tree, locating all the heirs and determining if the heirs wish to maintain ownership or give up their ownership rights to the property. The combination of a clear title with the implementation of a land management plan protects the land from future development. The costs of implementing the plan are reimbursed once the landowners have accomplished both goals. A similar program exists in North Carolina and is managed by the Roanoke Rural Electric Cooperative.

The County’s Planning Department and Neighborhood Improvement Program have developed several plans and ordinances that attempt to protect rural land from urban sprawl and development. However, the County does not currently have plans or ordinances that utilize techniques specific to those found in a Preservation Land Management Plan.

The land use and priority investment elements of the Richland County Comprehensive Plan are currently being updated. As such, a future land use map is being developed based on citizen input that reflects the desire to protect much of the rural land in Lower Richland from sprawl and development. Most of the Lower Richland area falls in the Conservation, Rural Large-Lot or Rural Small-Lot land use categories on the proposed map. These categories support land conservation, forestry and farming activities, agricultural support services, and rural and open space subdivisions.

On 3/18/14, Richland County Council adopted the Lower Richland Master Plan, which also encourages preservation of valuable natural resources and agricultural lands in the Lower Richland area. The future land use map included in the Lower Richland Master Plan primarily defines the character of land in the Lower Richland area as Agriculture, Cowassee Conservation Corridor or Rural Residential.

The Comprehensive Plan and the Lower Richland Master Plan are broad documents that attempt to guide policy and do not prescribe regulations or specific methods for protecting and managing land in rural areas. A Preservation Land Management Plan would establish a specific process to help land owners preserve and maintain existing uses in rural areas.

C. Legislative / Chronological History

On September 16, 2014, Council approved a motion sponsored by the Honorable Kelvin Washington as follows:

“To explore and develop a "Preservation Land Management Plan". This program will help protect rural family land against urban sprawl and development, preserve the unique cultural heritage of Lower Richland communities, sustain Lower Richland diverse ecosystem, increase land value and income through sustainable forestry and agro-forestry management, and engage under-represented groups in land use dialogue and in the value of land stewardship”

D. Financial Impact

There is no financial impact associated with exploring the concept of a “Preservation Land Management Plan”. In the event it is determined such a plan should be developed, the need for additional staff and/or consultants should be considered, depending on desired scope of the plan. Additionally, potential funding sources may need to be identified.

E. Alternatives

1. Approve the request to explore the development of a Preservation Land Management Plan. If this alternative is chosen, additional staffing and/or consultants may be needed to conduct research on the potential content, format and implementation of the proposed plan.
2. Approve the request to explore and develop a Preservation Land Management Plan. If this alternative is chosen, additional staffing and/or consultants may be needed to conduct research on the potential content, format, and implementation of the proposed plan, and to develop the plan.
3. Do not approve the request to explore and/or develop a Preservation Land Management Plan. If this alternative is chosen, it could be concluded that the County’s current policies and plans are sufficient enough to address the protection of rural land, and a Preservation Land Management Plan is not needed at this time.

F. Recommendation

It is recommended that Council approve the request to explore and develop a Preservation Land Management Plan.

Recommended by: Kelvin Washington
Department: County Council
Date: September 16, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers
✓ Recommend Council approval
Comments regarding recommendation:

Date: 10/13/14
 Recommend Council denial

Conservation

Reviewed by: Quinton Epps
✓ Recommend Council approval
Comments regarding recommendation:

Date: 10/16/14
 Recommend Council denial

Planning

Reviewed by: Tracy Hegler
✓ Recommend Council approval
Comments regarding recommendation:

Date: 10/20/14
 Recommend Council denial

Planning supports exploring the option of developing a Preservation Land Management Plan, which should include information on what the plan will provide and who will administer it.

As mentioned in the background, above, the Lower Richland Master Plan (adopted March 2014), the proposed Comprehensive Plan and proposed Future Land Use Map (adoption anticipated in early 2015) all call for protecting the rural character of Lower Richland and preserving and enhancing the viability of agricultural uses. Thus, this motion is compliant with those long range plans.

Legal

Reviewed by: Elizabeth McLean
 Recommend Council approval
Comments regarding recommendation: Legal would need more detail to attempt to do a complete evaluation of any issues; it is not clear from the ROA what the County's role would be. However, if the current vote would be only for staff to look into such a program, that is a policy decision left to Council's discretion.

Date: 10/21/14
 Recommend Council denial

Administration

Reviewed by: Sparty Hammett
✓ Recommend Council approval
Comments regarding recommendation: Recommend exploring the option of developing a Preservation Land Management Plan, which should include information on what the plan will provide and who will administer it.

Date: 10/21/14
 Recommend Council denial

Richland County Council Request of Action

Subject

FY 14-15 Annual Action Plan - Council Approval [**PAGES 125-156**]

Notes

October 28, 2014 - The Committee recommended that Council approve the Community Development Department's FY 14-15 Annual Action Plan in its entirety.

Richland County Council Request of Action

Subject: FY 14-15 Annual Action Plan - Council Approval

A. Purpose

Council is being requested to approve the Community Development Department's FY 14-15 Annual Action Plan (plan) in its entirety. The US Department of Housing and Urban Development (HUD)–approved the plan earlier this year.

B. Background / Discussion

The FY 14-15 Community Development Department's budget (both CDBG and HOME) was approved by Council on July 1, 2014. At that time the plan was not finalized. After Council's budget approval, the full plan (attached) was submitted to HUD for approval on August 15, 2014.

Council approval of the plan is a formality. HUD has approved the finalized plan, the grant awards have been received by the County and the grant agreements are currently in route for signature by Administration as the HUD authorized signee. Council approval of the plan is the final step in our internal approval process, and will satisfy the Finance Department's requirement of obtaining Council approval.

C. Legislative / Chronological History

- Council approved FY 14-15 CDBG and HOME budgets on July 1, 2014.
- HUD approved FY 14-15 Annual Action Plan by October 1, 2014.

D. Financial Impact

The sole financial impact of this request for the County is the HOME Match of \$110,771.00, which has been previously approved within the County's general budget. No new funding is being requested as the remaining funds are non-county (federal) sources.

E. Alternatives

1. Approve the request to approve the HUD approved FY 14-15 Annual Action Plan in its entirety.
2. Do not approve the HUD approved FY 14-15 Annual Action Plan in its entirety.

F. Recommendation

It is recommended that Council approve the HUD approved FY 14-15 Annual Action Plan in its entirety.

Recommended by: Valeria Jackson

Department: Community Development

Date: 10/8/14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/10/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/13/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

2014 Annual Action Plan

Program Year 2014

October 1, 2014 – September 30, 2015

Richland County is an expanse of more than 770 square-miles that occupies the center of the State of South Carolina. It is home to the nation's largest Army basic training facility, Fort Jackson and the State's capitol, Columbia. Richland County Government's motto is *Uniquely Urban, Uniquely Rural* and is so appropriately named for its true combination of smaller metropolitan flavor, coupled with major parcels in the outlying areas constituting the rural setting. The County's population growth, while originally centered in the urbanized area of Columbia, has spread along the County-wide Interstates I-26, I-20 and I-77, which is through the northern area of the County. The local economy is a mixture of State and local governments, banking and finance, industry, health care, higher education, significant regional retail centers, and an emerging research and development sector.

Columbia recently proclaimed itself as "Famously Hot". The moniker is based upon various factors such as the City Center Partnership's decade-long downtown revitalization; and the \$200 million investment, 165 acre property to transform the former state mental hospital on Bull Street into a multiuse urban space, including the newly approved \$35 million minor league ballpark, making it one of the largest downtown green areas on the East Coast. Columbia houses the largest children's museum, EdVenture, along with Riverbanks Zoo, ranked among the top ten zoos in the United States. The educational community within Richland County has a long working history of shared resources. Beyond the University of South Carolina, institutions include Allen University and 3,100-student Benedict College (both HBCU's), Columbia College as well as Midlands Technical College and a number of for-profit schools such as Virginia College and University of Phoenix.

The area's temperate year-round climate keeps residents and tourists kayaking any of the three intersecting rivers (Congaree, Saluda or Broad River), along with Lake Murray (41 miles long and 14 miles wide at its widest point, the lake covers 78 square miles with 649 miles of shoreline), which is home to state and national fishing tournaments. CNN Money Magazine had named Columbia One of the 25 Best Places to Retire in the country.

While Richland County is home to Fort Jackson, the University of South Carolina (USC) and state government are still major employers; insurance services and upcoming technology pioneered by Blue Cross Blue Shield of SC, Aflac, and Colonial Life are blossoming as well. This is making our county and area one of the nation's insurance industry leaders. Top ten area employers include Wells Fargo Bank; Verizon Wireless; Michelin; SCANA/SCE&G along with Palmetto Health Alliance. In addition, non-profits like IT-ology are committed to the collaboration of businesses, academic institutions and organizations for growth of the IT talent pipeline, fostering economic development and

advancing the IT profession for all age ranges to include kindergarten to adult professionals.

In 2013, the County maintained its position as the second most populated county in the State (399,256), behind only Greenville County. In 2000, US Census listed the County's population at 320,781, which reflects a 24% shift in growth. As of 2012, 61% of the county lived in owner-occupied housing units found in Richland County. The median income is \$63,027.00 with 16.4% of the population living in poverty. (Sources: Census.gov; [HUD User](#) and US Census Quick Facts - 2013).

Population estimates indicate that the County was one of the fastest growing in the State from 2007 to 2008, ranking 11th with a percentage growth of 1.7%. Future projections indicate that the county's population will grow by 5.2% from 2010 to 2015. The annual estimated number of housing units is almost 165,052 in 2013. (Source: Richland County Quick Facts from the US Census Bureau).

White people moved into the city of Columbia at a much greater pace in the past decade than African-Americans, who took to suburban life at a rate that outpaced Caucasians — reversing the trend of a generation ago.

Between 2000 and 2010, the capital city's white population jumped 17 percent, while its black population inched up by 2 percent, according to 2010 Census data. Altogether, the number of residents in South Carolina's largest city rose by 11.2 percent.

At the same time, black residents moved into Richland County at a rate that was 9 percentage points higher than whites — 22 percent growth, compared with 13 percent for whites.

And, for the first time in its history, Richland County has a majority of nonwhite residents because of the growth of black, Hispanic and Asian populations. Demographers have been reporting the trend using estimates for several years.

Hispanics are now at 5% of the County's demographic, according to 2013 census figures. This reflects an increase from the 2000 figure of 2.7%.

Significant demographic trends and issues in Richland County include:

- Eighty-three (83%) percent of the persons in the County are under the age of 54, with the median age at 32.7.
- The County's unemployment rate is 5.2% in May 2014, almost down by half from 10.3% in 2011. The state's rate is down to 5.3% and the nation's rate is at 6.3%
Source: http://www.eascinc.com/unemployment_rate.html.
- More than 42% of households countywide are considered to be low and moderate income (LMI). Incomes for LMI households are below 80% of median family income (MFI).
- Median value of owner-occupied housing units are listing at \$150,800; an increase from last year's figure (\$146,300).

- Ninety-three (93%) percent of the housing stock is occupied leaving a 7% vacancy in Richland County. Rental occupied housing units make up 38.6% and overall, the average household size is 2.44 (Source: US Census/Quickfacts: <http://quickfacts.census.gov/qfd/states/45/45079lk.html>)
- In 2009, more than one-third (36.2%) of County residents in rental units and one-fifth (21.4%) of homeowners are cost-burdened – spending more than 30% of the area median family income (MFI) for housing costs.

This year, Richland County marks its 215th anniversary. In 1799, the County – known throughout the state for its rich farm land and centralized location – began its path toward self-governance. The area known today as Richland County was created in 1785 by the General Assembly as part of the larger Camden District. The sprawling Camden District also included areas that would become Chester, Fairfield, York and other SC counties. In the ensuing years, efforts were made to bolster Richland’s position as the center of state government. It was on Dec. 18, 1799, according to the “South Carolina Atlas of Historical County Boundaries” that Richland County – then referred to as a district – was established as an standalone district, separate from the Camden District.

I. Citizen Participation

Richland County has a Citizen Participation Plan in place that encourages participation of all residents, especially the low and moderate-income population. Formal and informal approaches are used each year in the assessment process, as citizens’ needs and concerns are expressed often in the local government arena. The advertisement considers the special needs of the disabled. In addition, when necessary, flyers are posted in local gathering places and e-mailed to all neighborhood associations and listed in various newsletters.

Richland County Community Development Department staff conducted a public hearing for citizen input. The notice was also posted in The State, on our website and in the County Building where daily high volumes of people (from all socioeconomic levels) visit as well as the County Health Department entrance way. The public hearing was held on **Wednesday, August 6, 2014** and no comments were received at that time. All public comments were accepted through **Monday, August 25, 2014**. Any public comments received were put in writing and forwarded to our HUD Regional office.

Richland County relies heavily on the Ombudsman’s Office, which is the County One Stop Call Center. Citizens express concerns by telephone, fax, and email to this office and these concerns are kept and tracked on a computer system. Upon request, the Community Development can receive documented concerns that have been expressed over a period of time. The Community Development Department obtains and reviews the documented concerns and response accordingly.

Richland County Community Development Website (www.rcgov.us) is available with current information. The website has been a cost saving tool for the County to

communicate with the general public, monitor sub-recipients and share information with HUD as well as other Entitlement Communities. This site will provide links to a variety of resources and information, to include Fair Housing, Program Management and Outcomes. The Community Development Office has received a number of favorable comments about the webpage and its information. The office has also joined Twitter and can be found at [@upgrade_u@twitter.com](https://twitter.com/upgrade_u). In addition, Richland County has a Facebook page, www.facebook.com/pages/RichlandCounty/21957014241, in which Community Development's updates and events are posted.

II. Funding Sources

A. Federal Funds

Projects identified in the Action Plan will be implemented through the County's 2014 Community Development Block Grant (CDBG) and HOME Investment Partnerships. Richland County anticipates receiving approximately **\$1,296,072 in CDBG funding** and **\$492,315 in HOME funding**.

Additional funding will be provided through anticipated program income (**\$114,900**) generated by the County's HOME and CDBG, program investments. This includes: Income from; Income from the Homeowner Rehabilitation Program is estimated to be earned through the repayment of three loans that are being serviced by First Citizens Bank (**\$6,900**); through loans made to Community Housing Development Corporations (**\$106,300**), and through application fees in the RCHAP program (**\$1,700**). Additional monies may be generated utilizing the recapture provisions as outlined in the policies and procedures of the housing programs and the CHDO contracts. These provisions ensure compliance with Federal regulations.

Neighborhood Stabilization Program

Neighborhood Stabilization Program 1 and 3 – NSP-1 was created as a result of Title III of the Housing and Economic Recovery Act (HERA) of 2008. This program provides assistance to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. A total of 18 units were rehabilitated and/or constructed along with 34 blighted units demolished throughout the county and the grant has now come to a close. Richland County Community Development Department received an allocation of \$2,221,859 and by the end of the grant period had created program income; the full \$2,521,203 was expended.

In addition Richland County Community Development applied for and received a total of \$1.3 million in NSP-3 funding from the South Carolina State Housing and Finance Authority in 2011. These funds will be used for acquisition and rehabilitation with the end use of rental or homeownership as well as redevelopment. The grant has been fully expended and now closed. As of this year, a total of \$1,317,713.93 was expended. A total of 14 properties have been addressed for households up to 120% LMI. These properties fall within zip codes of 29203, 29204, 29210 and 29223.

B. County Funds

Richland County will provide a local match as required for the HOME program in Program Year 2014. As feasible, the County will also provide in-kind services, funds for operating costs, funds for furnishings and equipment, other available funds, and real property to carry out the activities identified in this Plan. In past program years, County Departments including Public Works, Procurement, IT, Utilities and the Legal Department have provided in-kind professional services to the County's CDBG and HOME programs. In 2014 the County will also continue to seek donations from private and public entities for services to help offset project costs when possible.

In addition, since the inception of its Community Development Program, Richland County has sought partnerships that leverage funding for CDBG and HOME endeavors. In past program years, the County has partnered with the Rural Development Program of the US Department of Agriculture, the SC State Housing Trust Fund, the Greater Columbia Association of Home Builders, the Salkehatchie Summer Service, Home Depot, and World Changers for activities undertaken in the County's housing rehabilitation and emergency repair programs. The department also created a partnership with BB&T to maximize RCHAP so even more citizens to benefit. Other partnerships are being explored in both public and private sectors.

Table 14-1 outlines program funding from both Federal and local funding sources for program year 2014.

Table 14-1. Program Year 2014 Funding Sources and Income

Program	New or Current Award Amount
New Federal Funding	
CDBG	\$1,296,072
HOME	\$492,315
Additional Sources: Carryover/PI/Match	
HOME Program Income (Estimated)	\$114,900
Local Funding HOME Match – Richland County	\$110,771
Previous Year Funding	\$449,637
Total Funds Available	\$2,463,695

III. Program Year 2014 Budget

Richland County's CDBG and HOME programs provide funding for projects in unincorporated areas of the County. During the 2014 Program Year, the County will focus its CDBG efforts and funding on approved master plan project areas, neighborhood revitalization, energy efficiency and handicapped accessibility, and operational costs for a homeless facility, job development/training and match for the MACH HMIS grant, job development and training for Section 3 residents as well as planning and administration of the County's Community Development Program. The County will focus efforts and HOME

funding on housing development in conjunction with the Neighborhood Revitalization Program, countywide Housing Rehabilitation Program, multi-unit projects, programmatic funds for CHDOs, and the Richland County Homeownership Assistance Program (RCHAP).

Richland County projects allocations of \$1,296,072 to implement CDBG activities for the 2014 Program Year. The projects proposed for CDBG funding are listed in Table 14-2, including funding allocated per project for Program Year 2014.

Table 14-2. CDBG Proposed Budget, Program Year 2014

New/Ongoing CDBG Projects for Program Year 2014	Total 2014 Funds Allocated
Sister Care	\$10,746
HMIS Grant Match to United Way (Phase 3 of 3)	\$30,000
Columbia Housing Authority – Section 3 Jobs	\$50,000
Energy Efficiency / Handicapped Accessible	\$150,000
Hollywood Hills S&W Project (Phase I)	\$492,060
AEC (Project Management on S&W Project)	\$100,000
Master Area Project (Energy Efficiency / Handicapped Accessible)	\$100,000
HOME Project Delivery	\$61,200
Historic Preservation – Olympia Museum	\$30,000
Community Relations Council	\$12,852
Monticello Rd. Streetscape (Phase 2)*	\$0
Administration (not to exceed 20%)	\$259,214
Sources of Funds	
CDBG Entitlement Award	\$1,296,072

* Using Carryover Funds from Previous Years

B. HOME Budget

Richland County expects to receive \$492,315 to implement HOME activities for the 2014 Program Year. In addition, we anticipate approximately \$114,900 in program income along with \$110,771 of Richland County HOME Match. The projects proposed for HOME funding are listed in Table 14-3, including funding allocated for each project for Program Year 2014.

Table 14-3. HOME Proposed Budget, Program Year 2014

HOME Projects for Program Year 2014	Total 2014 Funds Allocated
Housing Rehabilitation Program (HR) * - includes project delivery costs	\$240,000
Down payment Assistance Program (RCHAP) * - includes project delivery costs	\$190,000
CHDO Set Aside Programmatic and Operating Funds	\$123,854

Administration (not to exceed 10%)	\$49,232
TOTAL HOME ENTITLEMENT BUDGET	\$492,315
Sources of Funds	
HOME Program Income **	\$114,900
Richland County HOME Match – 25% <i>To be awarded by County</i>	\$110,771
HOME Entitlement Award	\$492,315
Total HOME Funds Available	\$717,986

Additional HOME Programs Using HOME Program Income (Estimated)**	\$114,900
CHDO/Developers/Sub-recipients (CHDO)	\$114,900

*Funding of these programs will derive from FY 14-15 HOME Program Income utilized plus local HOME match. HOME match and funds derived from operation of these programs will be put back into these programs.

**Program income will be used towards HOME eligible CHDO projects.

IV. SPECIFIC Annual Objectives

Program Year 2014 will address the following objectives selected from the County’s 5-Year Consolidated Plan.

- Priority Need 1: Improve the quality and availability of decent, safe and affordable housing.
- Priority Need 2: Provide for adequate and safe public facilities and infrastructure.
- Priority Need 3: Revitalize LMI neighborhoods.
- Priority Need 4: Provide for and support programs and services for the homeless.
- Priority Need 5: Provide code enforcement for LMI neighborhoods and CDBG project areas.
- Priority Need 6: Provide planning activities to meet the needs of LMI areas and residents.
- Priority Need 7: Work with community partners to coordinate community development activities.

Table 14-4 summarizes the priority needs and objectives of the 5-year Consolidated Plan that will be addressed by the projects proposed for the 2014 Program Year and lists performance indicators for each proposed project.

Table 14-4. 2014 Projects, Priority Needs, Objectives and Performance Indicators (HUD Table 3C)

2014 Annual Action Plan Projects	Consolidated Plan (CP) Priority Need	Performance Indicator
CDBG Projects		

1. Sister Care	#4. Provide for and support programs and services for the homeless.	250 Persons served.
2. HMIS Match (Phase 3 of 3)	#4. Provide for and support programs and services for the homeless.	2,650 homeless individuals & 2,500 families provided services.
3. Job Development/Training for Section 3 residents	#7. Work with community partners to coordinate community development activities.	20 development and/or training opportunities.
4. Energy Efficiency and Handicapped Accessibility Program (EEHA)	#1. Improve the quality & availability of decent, safe & affordable housing.	15-20 homes repaired - countywide.
5. Hollywood Hills S&W project (Phase 1)	#2 Provide for adequate and safe public facilities and infrastructure.	Completion (phase 1) S&W project to serve LMI area
6. AEC (Project Management on S&W Project)	#2 Provide for adequate and safe public facilities and infrastructure.	Completion of S&W project to serve LMI area
7. Master Area Project (Energy Efficiency / Handicapped Accessibility)	#1. Improve the quality & availability of decent, safe & affordable housing.	10-13 homes repaired – area specific.
8. Home Project Delivery	#1. Improve the quality & availability of decent, safe & affordable housing.	Provide support for delivery of meeting housing goals
9. Historic Preservation – Olympia Museum	#3. Revitalize LMI neighborhoods.	Restoration of historic property for community use.
10. Monticello Rd. Streetscape	#3. Revitalize LMI neighborhoods	Revitalize LMI neighborhoods
11. Community Relations Council	#7. Work with community partners to coordinate community development activities.	1,000 students (low income) to benefit and other consumer awareness training
12. Administration (Not to Exceed 20%)	#6. Provide planning activities to meet the needs of LMI areas and residents.	n/a

HOME Projects

13. Housing Rehabilitation Program (HR)	#1. Improve the quality & availability of decent, safe & affordable housing.	8-10 homes rehabilitated
14. Down Payment Assistance Program (RCHAP)	#1. Improve the quality and availability of decent, safe and affordable housing.	20-40 New Home Owners (depending on individual assistance amount)
15. CHDO Set Aside Programmatic and Operating Funds	#3. Revitalize LMI neighborhoods.	Seek partnerships for development of affordable rental housing units.
16. Administration (not to exceed 10%)	#6. Provide planning activities to meet the needs of LMI areas and residents.	n/a

In September 2003, HUD issued *CPD Notice 03-09* regarding performance measurement. In the notice, HUD strongly encouraged each grantee under its Office of Community Planning and Development (CPD) formula, which includes Richland County's CDBG and HOME programs, to develop and use a performance measurement system. In addition, it described the need for HUD to begin to show the results of the federal dollars spent on the activities funded by the CDBG program. On March 7, 2006 HUD established its new standards for performance measurement through the publication of the *Notice of Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs* in the Federal Register. As described in the Federal Register, the outcome performance measurement system will enable HUD to collect information on the outcomes of activities funded with CPD formula grant assistance and to aggregate that information at the national, state, and local level.

In preparation for the new system, Richland County Community Development staff attended a workshop on HUD's proposed performance measurement system. Since that

time, CDBG staff has reviewed records and projects, revised all necessary forms, and communicated with community development partners to ensure that adequate information is collected when needed. Each project or activity funded by the Richland County Community Development program falls under one of the following three objectives that relate to the statutory purposes of the program:

1. Creating a Suitable Living Environment. In general, this objective relates to activities that are designed to benefit communities, families or individuals by addressing issues in their living environment. It relates to activities that are intended to address a wide range of issues faced by LMI persons from physical problems with their environment, such as poor quality infrastructure, social issues such as crime prevention, literacy, or health services.
2. Providing Decent Housing. The activities that typically would be found under this objective are designed to cover the wide range of housing possible under CDBG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs.
3. Creating Economic Opportunities. This objective applies to types of activities related to economic development, commercial revitalization, or job creation.

For each objective selected for a specific project, one of three outcome categories will be chosen that best reflects what is proposed to be achieved by funding the activity. The three outcome categories are:

1. Improving Availability or Accessibility. This outcome category applies to activities that make services, infrastructure, public services, housing, or shelter available or accessible to low and moderate-income persons, including those with disabilities. In this category, accessibility not only refers to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income persons. Where a service or facility did not exist, the assistance provided results in new access to that service or facility. Where a service or facility was limited in size or capacity, and the assistance expanded the existing service or facility, the result would be improved access.
2. Improving Affordability. This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include creating or maintaining affordable housing, basic infrastructure hookups, or services such as transportation or daycare.
3. Improving Sustainability. This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The three overarching objectives are matched with the three outcome categories, resulting in nine (9) groups of **outcome/objective statements** under which to report the activity or project data to document the results of the activities or projects. The **outcome/objective statements** will be reviewed and assigned to each proposed activity, project and program for Program Year 2014 to comply with the requirements of the performance measurement standards (Table 14-5).

Table 14-5. HUD Performance Measurement Outcome Framework

	Outcome 1: Availability or Accessibility	Outcome 2: Affordability	Outcome 3: Sustainability
Objective 1: Suitable Living Environment	Enhance suitable living environment through improved accessibility SL-1	Enhance suitable living environment through improved or new affordability SL-2	Enhance suitable living environment through improved or new sustainability SL-3
Objective 2: Decent Housing	Create decent housing with improved or new availability DH-1	Create decent housing with improved or new affordability DH-2	Create decent Housing with improved or new sustainability DH-3
Objective 3: Economic Opportunities	Provide economic opportunity through improved or new accessibility EO-1	Provide economic opportunity through improved or new affordability EO-2	Provide economic opportunity through improved or new sustainability EO-3

VI. Description of Proposed Projects

Richland County plans to undertake 16 major projects, including planning and administration of the CDBG and HOME programs, during Program Year 2014. HUD Tables 3C for projects ID numbers 2014-1 through 2014-16 describe each major project, including project description, location, funding type and amount, performance indicators, project start and completion dates, as well as all required HUD citations and objectives.

VII. Geographic Distribution

While the FY 14-15 CDBG and HOME funds will benefit over 70% low to moderate income persons, various projects will take place throughout the county. Richland County's Neighborhood Improvement Program (NIP) will continue to address Richland County Master Planned Areas such as Broad River Heights, Candlewood, Crane Creek, Trenholm Acres/New Castle and Woodfield Park by using previous years CDBG and other funding. As a result the community will see a new park in Crane Creek off Fairfield Road (scheduled for August ribbon cutting) and the completion of demolition of a hazardous, blighted mobile home park off Shakespeare Road near Two Notch Road. FY 14-15 funds will benefit those citizens in Districts 4, 7, and 10, with projects such as Monticello Road Streetscape Phase 2, Hollywood Hills Sewer and Water Project Phase 1 and the acquisition of the historical structure Olympia Mills School to be used as a museum and community room. Public Services projects such as job development and training for Section 3 residents; a new Countywide program to address energy efficiency and handicap accessibility; newly funded Community Relations Council to assist fair housing assistance; a domestic violence shelter and funds to United Way for HMIS support round out the use for CDBG entitlement dollars.

Richland County's CDBG and HOME programs continue to target assistance for projects that benefit low and moderate income persons and LMI communities in the unincorporated areas of the County. HOME funds are to address up to 80% of low-income persons and/or areas. RCHAP (down payment assistance-DPA) and HR or Housing Rehabilitation will produce county-wide assistance but historically, the majority of the DPA's have located in 29223 and 29229 zip codes or the upper northeast quadrant.

Master Planned Areas

Community Development is collaborating with Neighborhood Improvement and Planning to assist with the implementation of neighborhood master plans. Richland County Council approved 10 master plans of which Decker International Corridor/Woodfield Park qualified to receive Federal CDBG funds under slum and blight designation. Based on the U.S Census and the boundaries of Crane Creek, Trenholm Acres/New Castle and Broad River Heights each is determined 51% or higher low to moderate income. The neighborhood master plan is a detailed study of the specific conditions that prohibit growth and sustainability and focus on residential and commercial planning and development. The goal of the collaboration is to leverage County resources to have greater and immediate impact.

Carry-over activities planned for FY 2014-2015 are the completion of Crane Creek Park with leveraged general county funding. Additionally plans are underway to provide a predevelopment loan for a feasibility study for a housing development project on the site of the former Columbia Mobile Home Park that was demolished using CDBG funding in 2013-2014. Furthermore, attention will be given to owner-occupied eligible households in Crane Creek and Broad River Heights communities where weatherization and energy efficiency upgrades are needed. To further aid in the improvement of housing, additional criteria points are given to CHDO's that submit project proposals in these target areas. These activities are intended to reduce and prevent blighting influences contribute to job creation and restore and expand economic vitality.

The Ridgewood Neighborhood Revitalization, another master planned area, will proceed with the construction of Phase II of the Monticello Road streetscape project. Also in Ridgewood, new in-fill housing development will continue into year 2014-2015. The CHDO developer is Benedict-Allen CDC using HOME funds for 2-3 units.

VIII. HOMELESS and Other Special Needs Activities

Richland County continues to participate in the efforts of local, regional and statewide organizations addressing homelessness and special needs activities. This cooperative and collaborative approach reduces redundancies in service provision and mobilizes resources, enabling more efficient and effective delivery of services and resources. Richland County has a representative on the Midlands Area Consortium for the Homeless (MACH) and maintains a working relationship with the Low Income Housing Coalition. The MACH addresses the concerns of the continuum of care, which involves emergency

shelter, transitional housing and programs to assist in the areas of permanent housing and independent living.

Richland County continued to be involved in the MACH Region's Homeless Management Information Systems (HMIS) grants, funded through HUD's Supportive Housing Program (SHP) until July 31st, 2015. HMIS is a computerized database designed to collect client-level information on the characteristics, service needs and gaps of adults and children experiencing homelessness. The HMIS grants provide funding for user licenses, systems support, computers, and internet access, as well as a System Administrator, Program Director, and other required staff. HUD requires a local match of 25% for the Supportive Housing Program grants, which Richland County has provided through CDBG funding.

HMIS is a federal required web-based client and bed management system for the homeless Continuum of Care (CoC). There are four (4) CoCs throughout the state of South Carolina, each with its own separate HMIS database. The United Way of the Midlands (UWM) along with the MACH has begun working with statewide partners to create a virtual assessment and referral system to link people experiencing homelessness with available resources. By 2014, the state's four HMIS systems and the 2-1-1 database, will be merged into a common statewide database becoming the electronic foundation for South Carolina coordinated assessment system.

Since August 1, 2012, Richland County transferred the administrative role of this grant to the UWM. However, Richland County has agreed to continue to provide the local matching funds at the rate of \$30,000 per year for a three year period FY 14-15 will be the final year for funding under this agreement. The County also continued to work with the United Way of the Midlands to form a Midlands Housing Trust Fund Program (MHTF) to assist with maintaining the affordability of housing for low to moderate income citizens by use of general County discretionary funds. Through these efforts, Richland County will assist the MHTF to close the gap on affordable housing and other needs to end chronic homelessness in the Midlands. This effort will also provide gap financing and incentives to nonprofits and developers to create affordable housing for low and moderate income populations. Speaking of the UWM, this agency released \$1.3 million in grant funding to support affordable housing and financial programs in the Midlands. This will aid in reducing homelessness in the community.

IX. OTHER Actions

A. Obstacles to Meeting Underserved Needs

The following sections of the 2012-2016 Consolidated Plan and subsequent FY 14-15 Annual Action Plan provide a basis for identifying underserved needs and the obstacles to meeting these needs in Richland County:

- Community Profile
- Housing Market Analysis
- Housing Needs Assessment

- Homeless Needs Assessment
- Non-Housing Community Development

The Strategic Plan and the proposed activities and projects to be undertaken as described in the Annual Action Plan are intended to help overcome these obstacles to the extent possible with available resources.

B. Foster and Maintain Affordable Housing

Richland County will strive to address the needs for affordable housing as identified in the Five-Year Consolidated Plan and subsequent FY 14-15 Annual Action Plan. The strategies and objectives for addressing these needs are identified in the Strategic Plan and addressed in the programs and activities proposed by this 2014 Annual Action Plan. The Community Development Department is now a member of the SC Association of Community Development Corporations to foster and strengthen relationships with non-profit housing developers. In addition, the director is a member of the Affordable Housing Coalition of SC.

C. Remove Barriers to Fair and Affordable Housing

The mission of Community Development embodies fair and equal access to decent, safe and affordable housing and is ingrained into the consciousness of the department. The goal to eradicate impediments to fair housing choice is integrated in the day to day business of the Community Development Department.

The Greater Columbia Community Relations Council (GCCRC), The SC Human Affairs Commission and most recently the 2013 grand opening of the Fair Housing Center, FHIP/FHAP agencies located in the Midlands, are key assets to the County and its response to impediments to fair housing identified in the 2011 Analysis of Impediments to Fair Housing. FY 2014/2015 CDBG funds are earmarked for GCCRC Housing Committee activities. The primary focus of GCCRC Housing Committee is community outreach and Fair Housing education in area public schools grades K-8 including special needs population and also for tenants of rental housing units. Funding from the County will be used to strengthen these initiatives. Also, the County will foster its partnership with the Fair Housing Center. In 2013/14 the County collaborated with the Fair Housing Center and formed a Fair Housing Task Force where local governments and housing advocacy groups are represented. The purpose of the task force is to assess the status of affirmatively furthering fair housing; to bring awareness to local governments and the Midlands; and to give attention to the need for enforcement and affordable housing assessment.

More specifically the 2011 Analysis of Impediments to Fair Housing Choice serves as a guide and each impediment identified is given attention through the endeavors of the Community Development Department.

IMPEDIMENT ONE – DISCRIMINATION IN THE HOUSING MARKET

The review of demographic information, discrimination complaint data, and lending data are not clear in indicating the extent of housing discrimination among persons in the protected classes. Statistical data can assist in identifying problems and topics of concern,

however, reporting requirements vary, as does the quality of data provided. Further, much of the available data is at least a year old by the time it is available. More focused, accurate and current data is necessary to understand the needs, and more sources of first-hand information from focus groups and housing advocacy groups are needed to obtain a better understanding of the situation in the marketplace. In the current economy and given the structure of the Richland County housing stock, the incidences of discrimination likely focus on rental housing, and the focus of efforts in the immediate future should be upon aspects of discrimination in the rental market.

To address likely disparities in the availability of affordable housing for female headed households, non-family households, disabled persons and other racial/ethnic groups we plan to implement the following actions:

Action Plan:

- HOME set aside funds for CHDO development will be used for the development of housing that is handicap accessible and energy efficient.
- Continue and, if possible, expand outreach across programs to educate households and housing related organizations by disseminating Fair Housing law literature, conducting Fair Housing law seminars and training, and focusing public awareness campaigns about Fair Housing law in ethnic and minority neighborhoods, and among civic, social, religious, and special interest groups.
- Continue to provide Fair Housing materials and educational programs in Spanish, especially in neighborhoods and communities with high percentages of Spanish-speaking persons.
- Community Development will continue to prepare first-time homebuyers through the Richland County Homeownership Assistance Program for the responsibilities of ownership and home maintenance.
- Continue to distribute framed “Fair Housing Is Your Right Posters” to local communities and venues with a focus on non-English speaking areas. The County ordered 25 assorted posters from the National Fair Housing Alliance. The posters target four of the protected classes and are written in three languages: English, Spanish and Chinese.

IMPEDIMENT TWO – FAIR HOUSING ADVOCACY AND OUTREACH

Richland County has a strong, visible fair housing program and a coordinated means to address fair housing complaints and queries. However, focus group discussions and survey results in particular note a lack of knowledge about fair housing policies and practice. The need for on-going education, awareness and outreach remains, especially among lower income households and minorities.

Action Plan:

- Continue to work with County agencies, housing advocacy groups, and service organizations such as the Fair Housing Center and GCCRC and expand efforts to inform renters and homebuyers of their rights and recourse, if they feel they have been discriminated against.

- Update Fair Housing information regularly and adjust strategies and actions accordingly.
- Add Fair Housing to the agenda of the Richland County Neighborhood Council agenda. An average of 20 potential homebuyers attends that presentation monthly.
- With the help of the Public Information Office a Fair Housing You-tube video will be created and broadcast during the month of April 2015 - Fair Housing Month and also use when possible throughout the year.
- Create a formal internal process for tracking Fair Housing complaints and concerns received and forward all such concerns to one of the FHIP/FHAP agencies for investigation.

IMPEDIMENT THREE – BIAS IN LENDING

The Analysis did not find conclusive evidence of discrimination in lending practices, and the issue does not appear to have generated specific complaints. Additional detailed research is necessary to make any definitive conclusion. However, the County should, when possible, ensure that persons seeking loans for home purchase or improvement are aware of lending practices and procedures.

Action Plan:

- Use neighborhood organizations, churches, and service providers to expand financial literacy and credit counseling programs, especially in minority and lower-income neighborhoods.
- Continue building partnerships such as the one with the Columbia Housing Authority and require homebuyer education, credit counseling and other valuable classes as criteria for funding.

IMPEDIMENT FOUR– LIMITED SUPPLY OF AFFORDABLE HOUSING

As discussed earlier, affordability is one aspect of housing discrimination and it is difficult to talk about addressing impediments to fair housing, and actions to eliminate discrimination in housing, without simultaneously talking about development of policies, plans, programs, and projects to increase the supply of affordable housing.

Action Plan:

- Continue to meet on a regular basis with representatives from Greater Columbia Community Relations Council Housing Committee and the lending and housing development community to identify difficulties experienced in the development of affordable housing.
- Continue to administer the housing rehabilitation programs to maintain the County's base of affordable owner occupied units.
- Research other affordable housing programs for additional ideas and practices.
- Continue to seek partnerships such as Midlands Housing Trust Fund whose primary objective is to maintain the affordability and available housing for low to moderate income persons.

IMPEDIMENT FIVE – GOVERNMENT POLICIES

This impediment deals with issues relating to the development of land including housing that is available to a wide range of persons and income levels in disparate locations. This goal is affected by a wide range of factors, some of which, as noted, are beyond the ability of the County to change. However, as noted some changes in the Land Development Code may be warranted, and a more positive approach to developing affordable housing.

Action Plan:

- Work with the Planning Department to update “**Housing Elements**” under the **Richland County Comprehensive Plan** and use the statistical data to plan future housing development. If feasible, the County may create incentives for developers to build a wide range of housing types at a number of price points, considering transportation, employment centers and the availability of services and shopping in their planning.
- Richland County Human Resources will prepare an ADA training event in October 2014 at River Banks Zoo. Since the expansion of the federal regulation and with the

number of inquiries from Richland County department heads, this training will focus on the reasonable accommodation process and the relationship to FMLA.

IMPEDIMENT SIX – LOCAL OPPOSITION (NIMBY)

The proposed development or location of affordable housing, group homes, public housing, or Section 8 housing often draws storms of criticism and opposition from neighborhood residents. This “not-in-my-backyard” (NIMBY) phenomenon is wide-spread.

Action Plan:

- Use county resources such as web-site, radio, twitter, Face Book and other vehicles to affect attitude about housing for people in the protected classes.
- Facilitate a panel discussion at the 2014 Neighborhood Planning Conference. This discussion will center on the misnomer of what affordable housing and its clientele look like.

D. Lead-Based Paint Hazards

Richland County has established full compliance with all applicable lead-based paint regulations through incorporation of these regulations into its housing policies and procedures manual. Since August 2002, all housing units provided CDBG or HOME assistance by Richland County must comply with *Title X of the 1992 Housing and Community Development Act (24 CFR Part 35)*. The intent of the Federal regulation is to identify and address lead-based paint hazards before children are exposed. In compliance with the regulation, Richland County requires evaluation for lead-based paint hazards of all housing units constructed before 1978 that are slated for repairs which may disturb any painted surfaces. If lead paint hazards are found during an evaluation, they are addressed through HUD approved interim control or abatement protocol. The County also distributes and maintains documentation of all required information for homes built before 1978, including the EPA *Lead-based Pamphlet, Notification of Lead Hazard Evaluation*, and *Notification of Lead Hazard Reduction*, and distributes lead-based paint information at all County sponsored events. When our housing program application process opens again in the fall of 2014 we will no longer allow applications for housing built before 1978 in any of our housing programs.

E. Anti-Poverty Strategy

As the lead agency in the implementation of the Consolidated Plan, Richland County will coordinate efforts among its partner organizations to help meet the goals outlined in this Annual Action Plan. Community partners in this effort include neighborhood associations, residents, faith-based organizations, businesses, health and human services agencies, private developers, lenders and non-profit service providers.

To further address the alleviation of poverty, the County will continue its economic development efforts and its partnership with the Central South Carolina Alliance to recruit new businesses and industries to Richland County, as well as retain existing businesses and industries and encourage their expansion. In addition, the Richland County Economic

Development Department will seek to do the same from the County level. Because the creation of economic opportunities is not an isolated solution to alleviating poverty, the County will also work with community partners to identify educational, life skills and training needs and provide opportunities for self-empowerment that will enable LMI residents to become and continue to be self-sufficient and economically independent.

F. Institutional Structure and Coordination of Resources

Richland County works closely with many community partners, federal and state agencies, non-profit organizations, for-profit organizations and neighboring jurisdictions in the formulation and implementation of its Consolidated Plan. These partnerships strengthen the planning process and ensure successful implementation of the Plan. Each partner in the process plays a critical role in the success of the program and brings expertise in a variety of issues and a unique perspective to the table. Communication and collaboration are key aspects of a successful institutional structure and in the successful implementation of the County's housing and community development strategies.

Richland County coordinates with Lexington County, the City of Columbia, the Columbia Housing Authority, United Way of the Midlands, local municipalities and neighboring jurisdictions on matters related to housing and community development. Collaboration is also ongoing with community partners including neighborhood associations, local non-profit organizations, affordable housing developers, service providers, state and federal agencies, the development community and the private sector. These relationships are key to the success of the CDBG program in Richland County and the County intends to continue and strengthen these relationships as well as develop new partnerships to ensure the success of housing and community development efforts both in the County and throughout the Midlands region. In addition, Richland and Lexington Counties along with the City of Columbia continue discussions on collaborations and joint ventures.

Last fall, Richland, Lexington and the City of Columbia were also co-hosts to an eight state Regional Community Development Conference in October 2013. This conference provided useful training and information regarding the HUD legislative updates, homelessness plan practices, and important training on related HUD programs. Approximately 200 registered and many were first-time Columbia, SC visitors. The conference was well received and will stand as a model for planning in this and other regions. The Richland County Community Development Department also meets quarterly with City of Columbia, Lexington County, Columbia Housing Authority, and United Way for roundtable discussions.

X. Program Specific Requirements

A. Other Forms of Investment

As is required by HOME regulations, Richland County will match the HOME grant with County funds in the amount of **\$110,771**. The County will also continue to solicit donations and leveraged funds from our existing partners while continuing to look for areas where we can create new partnerships.

B. Resale/Recapture Provisions

To ensure affordability Richland County will impose either resale or recapture provisions when using HOME funds for assisting homebuyers, homeowners and/or CHDO's with new construction. Richland exercises the option to use both recapture and resale provisions to ensure that all or a portion of the County's HOME investments will be recouped if the household or entity does not adhere to the terms of the HOME agreement for the duration of the period of affordability. The provision of resale versus recapture is dependent upon the activity: ***Recapture for Down Payment Assistance (RCHAP); Resale for CHDO/New Construction for Homeownership; and Recapture for owner-occupied rehabilitation, Homeowner Occupied Rehabilitation (HR) and all other projects.***

Resale requirements will ensure if the housing does not continue to be the principal residence of the family for the duration of the period of affordability that the housing is made available for subsequent purchase only to a buyer whose family qualifies as a low-income family and will use the property as its principal residence. The resale requirement must also ensure that the price at resale provides the original HOME-assisted owner a fair return on investment (including the homeowner's investment and any capital improvement) and ensure that the housing will remain affordable to a reasonable range of low-income homebuyers. The period of affordability is based on the total amount of HOME funds invested in the housing.

Recapture provisions will ensure that Richland County recoups all or a portion of the HOME assistance to the homebuyers, if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. While Richland County can structure its recapture provisions based on its program design and market conditions, the period of affordability is based upon the total amount of HOME funds subject to recapture as described in paragraph 24 CFR 92.25 (a)(5)(ii)(A)(5) of the HOME regulations. The HOME investment that is subject to recapture is based on the amount of HOME assistance to enable the homebuyer to buy the unit.

Down Payment Assistance (RCHAP)

Since the Richland County Homeownership Assistance Program (RCHAP) may provide up to \$7,500 in down payment and closing cost assistance a five (5) year Deferred Forgivable Loan agreement is used as the mechanism for a recapture provision. With this agreement the HOME assistance is forgiven over a five year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the 5 year period of affordability. If the homeowner does not live within this unit and sells the property within this five year period, the funds are recaptured at a rate of 20% diminishing sliding scale per year. For example, if the housing unit sells at year 3 of this five year period, the homebuyer would owe back 60% of the subsidy (see chart below).

The housing unit must continue to be the principle residence of the homebuyer. If the Borrower does not maintain principal residency in the property for at least five years from the date of closing, Richland County will recapture all or a portion of the HOME assistance to the homebuyer. Failure to maintain the original terms of the mortgage will result in

recapture of the grant. In the case of sale; RCHAP will require repayment of funds to be distributed from the net proceeds of the sale of the property as the holder of the lien in second position. A change in the mortgage is triggered by refinancing, selling, or renting the home within the period of affordability. The recaptured amount of the grant is on a pro-rata basis determined by the amount of time the homeowner has owned and occupied the house and will be measured by the affordability period outlined below.

HOME OCCUPANCY TIME LIMIT	REPAYMENT AMOUNT OF LOAN
1 Year or less	100%
2 Years (up to)	80%
3 Years (up to)	60%
4 Years (up to)	40%
5 Years (up to)	20%
5 Years and over	0% (Satisfaction of Lien)

Only the direct subsidy allotted to the homebuyer is subject to recapture.

Owner-Occupied Rehabilitation (HR Program)

For the Homeowner Rehabilitation Program, HUD regulations do not require a period of affordability; however, the County self-imposes a ten to fifteen year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The HOME assistance is forgiven on a prorated basis over a ten to fifteen year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county’s self imposed ten to fifteen year period of affordability.

All Richland County loans for homeowner housing rehabilitation will be made based on the applicant’s household income verification and their ability to repay the loan and outlined below.

- Zero Interest Loans – Non-elderly and non-disabled households with incomes less than 80 percent of the area median income may qualify for a zero percent loan with a ten to fifteen year payback period.
- Deferred Forgivable Loans – Households with an elderly head of household (62 years) or households with a disabled member may qualify for a 10 year zero interest deferred forgivable loan. This type loan would be forgiven on a pro-rata basis over the term of the loan provided that the person receiving the loan continues to own and occupy the home as their principle place of residence.
- Subordination of HR Mortgages – It is Richland County’s policy **not** to subordinate to subsequent mortgage loans except when the CD staff determines that it is in the best interest of the homeowner and/or county to do so **and** it is approved by the CD Director.
- In Case of Death – if homeowner who received assistance under the homeowner rehabilitation program dies before the term of the loan expires, a family member may assume the loan if that family member assume legal ownership of the property and moves into or continues to reside in the property as their primary place of residence. If

the estate is sold, then the remaining balance of the loan will become due to Richland County. The amount to be recaptured is limited to the net proceeds available from the sale of the house.

Pre-1978 housing units will no longer be considered, in addition, due to the potential unforeseen costs, the County has updated its policies and procedures regarding termite protection. All homes must be free of active termites and termite damage to be eligible to qualify. Each house must have an existing termite bond or have a termite inspection performed that documents it is termite and damage free. All homes must maintain a termite bond for the period of the deferred forgivable loan.

Energy Efficiency and Handicapped Accessibility Program

The County has decided to discontinue the Emergency Repair Program and incorporate a new CDBG funded program for Energy Efficiency and Handicapped Accessibility for low to moderate income residents of the unincorporated areas of Richland County. For the Energy Efficiency and Handicapped Accessibility Program, HUD regulations do not require a period of affordability; however, the County self-imposes a five year affordability period and a Deferred Forgivable Loan agreement as the mechanism for a recapture provision. The CDBG assistance is forgiven on a prorated basis over a five year period as long as the homeowner continues to own and live in the assisted unit as their primary place of residence for the county's self imposed five year period of affordability.

All Richland County loans for the Energy Efficiency and Handicapped Accessibility Program will be made based on the applicant's household income verification.

- Deferred Forgivable Loans – This type loan would be forgiven on a pro-rata basis over the a five year period provided that the person receiving the loan continues to own and occupy the home as their principle place of residence.
- In Case of Death – if homeowner who received assistance under the emergency efficiency and handicapped accessibility program dies before the term of the loan expires, the loan is forgiven.

Community Housing Development Organizations (CHDO)/New Construction

Richland County Community Development will provide HOME-subsidy to non-profit community housing development organizations (CHDOs) for the purpose of developing affordable housing in unincorporated areas of the County. It is anticipated that the 2014/2015 HOME CHDO investment will yield two or more units. Priority will be given to projects located in master planned areas.

HOME funding is awarded through a RFP process and can be used for acquisition/rehabilitation, new construction and/or gap financing. Pre-development loans are also available to cover project costs necessary to determine project feasibility (including cost of initial study, legal fees, environmental reviews, architectural fees, engineering fees, engagement of a development team, options to acquire property, site control and title

clearance). All HOME awards are subject to the provisions of HOME Investment Partnership Program authorized under Title II of the Cranston-Gonzalez National Housing Act.

All affordable housing units developed by CHDO's are subject to sales restrictions, occupancy requirements and resale obligations. These provisions apply to homeownership and rental units where HOME subsidy is used regardless of the amount of the award and without regard to the type of award received. All homeownership units housing must have an initial purchase price not to exceed 95% of the median purchase price for the area, be the principle residence of an income qualifying family at the time of purchase and is subject to resale to an income eligible family.

The period of time where these provisions apply is referred to as the Period of Affordability. The Period of Affordability for resale requirements is determined by the amount of subsidy invested in a housing unit (HOME rule 24 CFR 92.254(a)(5)(i)) For a specific period of time (see table below) a unit if sold must be sold to another family that qualifies as low-income who will use the property as their primary residence. The original homebuyer must receive a fair return on the initial investment; and the property must be sold at a price that is affordable.

Affordability Period for Rental Projects		
ACTIVITY	AVERAGE PER-UNIT HOME	MINIMUM AFFORDABILITY PERIOD
Rehabilitation or Acquisition of Existing Housing	<\$15,000	5 years
	\$15,000 - \$40,000	10 years
	>\$40,000	15 years
Refinance of Rehabilitation Project	Any dollar amount	15 years
New Construction or Acquisition of New Housing	Any dollar amount	20 years

The CHDO is required to safeguard the requirements of HOME and must be willing to enter into an Agreement with the County that will outline these specific requirements. The CHDO will also provide the same stewardship of HOME when entering into an agreement with a homebuyer or tenant. The agreements will address income requirements, period of affordability and resale/recapture requirements. Acceptable instruments that a CHDO can use to impose the resale requirement are recorded deed restrictions, covenants running with the land or a second mortgage. Failure to put these provisions in place is a violation of the HOME rule and the County may be asked to repay the total investment where these provisions are not enforced. This expense can be passed down to the CHDO and could result in penalties. Richland County must limit the amount subject to recapture to the net proceeds available from the sale. This limitation applies to all units regardless of the type of recapture provisions used or the nature of the sale.

All CHDO projects to include new construction and single story rehabilitation will be required to meet accessibility requirements and implementation of Section 504 of the Rehabilitation Act of 1973.

Two CHDO projects carried over from previous 2013/2014 year are expected to be completed and will result in the production of 3 units of affordable housing - 1 single family for homeownership will be constructed in the Meadow Lake subdivision located in Council District 7 and 1 duplex rental unit will be constructed in the Ridgewood neighborhood, Council District 4.

Fair Return on Investment

Richland County’s definition of fair return on investment is defined as what a homebuyer can expect back on their return if they sell their unit during the period of required affordability as referenced within their agreement. The fair return is calculated upon the objective standard for Richland County as the percentage of change in median sales prices for housing units within the median statistical area over or during the period of ownership. This calculation basis includes the original investment by the homebuyer with

the addition of specific types of upgrades or additions that will add value to the property. These types of upgrades include tangible, structural improvements to the interior or exterior of the home that would remain with the home during and after a sale. These additional homebuyer-financed improvements are not financed by Richland County. A reasonable range of low-income buyers during the point of resale would be low income buyers as defined 50%-79% current area median income. During depressed or declining market seasons (such as a time of “seller’s market”), a loss of investment does constitute a fair return.

XI. Public Housing

The ***Columbia Housing Authority*** is an autonomous, non-profit public housing agency serving the residents of the City of Columbia and Richland County. The CHA owns and maintains more than 2,140 units of conventional public housing, which are available to families of low and moderate incomes. The Housing Authority also administers the Section 8 Housing Choice Voucher Program for residents of Richland County, providing rental assistance to persons with low income who want to live in homes in the private rental market, but cannot afford market rental rates. The CHA also provides several programs aimed at helping families become financially independent and become homeowners. Richland County has worked with the Columbia Housing Authority to strengthen their relationship, to better utilize programs and resources by avoiding duplication, and appropriately target housing to County residents in need. In addition we partner with the Columbia Housing Authority by using their Homeownership Program to ensure that families receiving our RCHAP funds are fully aware of the responsibilities of home ownership that address required housing counseling. This program includes three (3) classes which include Home Buying, Budget and Credit, and Home and Yard Maintenance. We also conduct outreach to residents of public housing by providing information to the CHA and by participating in housing clinics with the Greater Columbia Community Relations Council and other neighborhood and housing agency providers. Finally Richland County has used CDBG funds to assist CHA (section 3 residents) by providing job development and other economic development programs to individuals residing in public housing, receiving Section 8 assistance, and for Housing First (chronically homeless) and Permanent Supportive Housing (disabled homeless HUD funded program) participants. There are 3,600 Housing Choice Vouchers in the CHA Section 8 program, including 25 vouchers for the homeless, 100 vouchers for the Mainstream (disabled) Program, and 34 Homeownership vouchers. In addition, the CHA also has 29 SRO vouchers, 99 Moderate Rehab Certificates, 90 HOPWA vouchers, and 305 Veterans Affairs Supportive Vouchers. Also the CHA runs the Housing First Program which includes 45 units of Permanent Support Housing from HUD and 15 more Emergency HOPWA Homeless Vouchers from the City of Columbia (these are not included in the 90 HOPWA above and are designated for homeless persons with aids). Lastly, in June 2013 the CHA purchased Bethel Bishop Apartments (HUD Multi-Family) which contains 188 units and CHAD has bought 202 units of Bayberry Mews and Capital Heights. The CHA purchased the New Orleans apartment complex in March, 2014 – a 19 unit complex in downtown Columbia. The CHA plans to purchase a 146 unit private market complex to keep as affordable housing (Rutledge Forest Apartments). The CHA

was awarded a grant by the city of Columbia to purchase and renovate 5 more additional units for HOPWA Housing (to be completed by June of 2015). The CHA has been notified it will receive 30 more VASH Vouchers in September, 2014. In addition, the County will continue CDBG funding to CHA for job development and training for Section 3 jobs.

The CHA closed its public housing waiting list on December 6, 2013. This is the first time in the CHA's history that the agency has stopped accepting applications for public housing assistance. In December, 2013, there were 9,155 applications on file (1 family = 1 application).

The CHA was required by HUD to change the number of units designated as elderly as a result of a HUD review in August, 2014. Prior to the review, the CHA had over 500 units of housing designated for persons over age 50. As of July 1, 2014 (as a result of the HUD review), the number has been decreased to 256 units (only the Oak-Read and Marion Street High rises are designed for persons over age 62). This has created a much greater need for affordable housing for the elderly in the midlands area.

XII. Monitoring and Compliance

Monitoring and Compliance Plan

Richland County recognizes the importance of maintaining appropriate performance measurements of its CDBG and HOME projects and programs. Richland County provides monitoring, oversight and compliance standards for its sub-recipients to include CHDO's and other funding partners. The components of this type of oversight include but are not limited to:

- Preparation of detailed budgets to include sources and uses of funding as well as anticipated and planned project costs.
- Completion of written agreements to include Memorandum of Agreement or Understanding (MOA or MOU) or more written and signed comprehensive sub recipient agreements, as deemed appropriate.
- Evaluation of impacts to the area and community such as Environmental Assessment seeking appropriate HUD clearances when required.
- Request and review monthly to quarterly written progress reports and other correspondences and communications to monitor compliance and timeliness. Monthly emails are distributed to CDBG sub-recipients to provide a CDBG timeliness test update. Richland County's Annual CDBG timeliness is August 2nd.
- Project site visits before, during and after programs and/or construction take place documented with photos taken by Richland County Staff.
- The department's HAC or Housing Advisory Committee meets on a quarterly and as-called basis to review and approve owner-occupied (both HR and ER) housing applicants as well as advise in policy and procedure updates. The HAC's committee is comprised of an attorney, building official, banker, realtors and other members who are knowledgeable about the housing community.

- On-site monitoring is completed with HOME CHDO's and Developers annually or as needed and desk monitoring is also conducted as needed per contractual recipient.
- After the monitoring is completed, the sub-recipient will receive a monitoring response letter within 30 days detailing any deficiencies that might exist. If there are no major findings or concerns, the sub-recipient is notified and the monitoring review is deemed officially closed. However, if there is concern or finding, the sub-recipient will be given a specific amount of time to remedy the issue.
- The Department of Labor's Davis-Bacon Provisions are determined if required (construction at or exceeding \$2,000). Staff provides oversight and management of prevailing wage rate info, payroll reviews, employee interviews and other facets of the requirement.
- Richland County ensures that all housing projects meet the Housing Quality Standards (HQS) and the current International Residential Code (IRC) other local housing codes by Richland County staff and paid consultants and inspections. Richland County Community Development staff will begin completing an annual written assessment of all paid personnel associated with rehab work to include general contractors, inspectors, and construction management.
- Desk monitoring and monthly and quarterly reporting are mechanisms used to keep sub-recipients on track with expending funds and expending funds correctly. Using the HUD monitoring checklist as a guide, Richland County will periodically evaluate financial performance and program performance against the current Consolidated/Annual Action Plan.
- Richland County has financial and programmatic processes in place to ensure that CHDO, contractors and sub-recipients are in compliance, and that activities and procedures can be tracked accordingly. These include contract provisions that ensure affirmatively marking for fair housing and procurement procedures to ensure minority participation.
- Internal monitoring and tracking is also done by staff using various IDIS reports to review expenditures and compliance.

The County will ensure compliance with program requirements, including the timely expenditure of federal funds. A higher emphasis will be placed on producing a healthy mix of smaller and quicker expenditures along with larger, more impactful projects.

XIII. Anti-Displacement Plan

It is the policy of Richland County to make all reasonable efforts to ensure that activities undertaken with CDBG and HOME Program funds will not cause unnecessary displacement. The County will continue to administer the CDBG and HOME Programs in such a manner that careful consideration is given during the planning phase to avoid displacement. Displacement of any nature shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public.

If a displacement is precipitated by activities that require the acquisition (either in whole or in part) or rehabilitation of real property directly by Richland County or its agent, all appropriate benefits as required by the *Uniform Relocation Assistance and Real Property Acquisition Policies' Act* of 1970 and amendments – the "Uniform Act" or the Residential Anti-displacement and Relocation Assistance Plan under Section 104 (d) – shall be provided to the displaced person or persons. Information about these programs is provided to all persons who may potentially be displaced in the form of informational brochures and explained in detail by the County's Community Development staff.

Richland County will replace all low and moderate-income dwelling units that are occupied or vacant **but suitable for occupancy** and that are demolished or converted to a use other than as low and moderate-income housing in connection with an activity assisted with funds provided under the *Housing and Community Development Act of 1974*, as amended, as described in *24 CFR 570.606(c)(1)*. All replacement housing will be provided within four years after the commencement of the demolition or conversion. Before entering into a contract committing the County to provide funds for an activity that will directly result in demolition or conversion, the County will make a public notice in a local newspaper and submit to HUD the following information in writing:

- A description of the proposed assisted activity.
- The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low or moderate-income dwelling units as a direct result of the assisted activities.
- A time schedule for the commencement and completion of the demolition or conversion.
- To the extent known, the location on a map and the number of dwelling units by size that will be provided as replacement dwelling units.
- The source of funding and a time schedule for the provision of the replacement dwelling units.
- The basis for concluding that each replacement dwelling unit will remain a low or moderate-income dwelling unit for at least 10 years from the date of initial occupancy.

- Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (for example, a two-bedroom unit with two one-bedroom units), is consistent with the housing needs of lower-income households in the County.

If such data are not available for last four items at the time of the general submission, the County will identify the general location on an area map and the approximate number of dwelling units by size and provide information identifying the specific location and number of dwelling units by size as soon as it is available.

The Richland County Community Development Department is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Department is also responsible for ensuring that relocation assistance, as described in 570.606(c)(2), is provided to any lower-income person displaced by the demolition of any dwelling unit or the conversion of a low or moderate-income dwelling unit to another use in connection with an assisted activity.

Consistent with the goals and objectives of activities assisted under the Act, the County will take the following steps to minimize the displacement of persons from their homes:

- Coordinate code enforcement with rehabilitation and housing assistance programs.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners.
- Assist as needed homeowners to locate temporary housing to house persons who must be temporarily relocated during rehabilitation.
- Adopt public policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.

XIV. Definition of Income

The County had adopted the Part 5 definition of annual Income for purposes of determining eligibility to participate in all CDBG and/or HOME programs as well as determining area-wide benefit under the CDBG program to ensure departmental consistency. The County has developed policies and procedures to ensure that these definitions are implemented consistently and accurately.

Richland County Council Request of Action

Subject

Department of Public Works: S. Scott Rd. Drainage Project **[PAGES 157-161]**

Notes

October 28, 2014 - The Committee recommended that Council send this item to the Dirt Road Paving Committee.

Richland County Council Request of Action

Subject: Department of Public Works: S. Scott Rd. Drainage Project

A. Purpose

County Council is requested to approve funding for the S. Scott Rd. Drainage Project (project).

B. Background / Discussion

A service request was received in July 2013 regarding the flooding of S. Scott Rd. and the surrounding properties. There is an existing storm drainage pipe that runs from 136 S. Scott Rd. along the edge of the road to the intersection with S. Cedar Creek Rd. However, the existing inverts of the pipe do not allow the stormwater to drain away from the road properly.

In August 2013, a drainage project (Phase I) was completed. Richland County installed a new storm drainage line to carry the stormwater away from the road to a depressed area at the rear of 159 S. Scott Rd. This was an initial fix to alleviate the flooding.

To completely alleviate all of the flooding in the area, a new ditch will need to be constructed from this depressed area down to an existing ditch that starts at the rear of 2487 S. Cedar Creek Rd. (TMS # 32400-07-23) and drains to a culvert crossing under S. Cedar Creek Rd. S. Cedar Creek Rd. is maintained by the South Carolina Department of Transportation (SCDOT). This existing ditch is relatively flat and has several low points that collect stormwater.

This project (Phase II) involves constructing a new ditch from the depressed area at the rear of 159 S. Scott Rd. down to the existing ditch at the rear of 2487 S. Cedar Creek Rd. The existing ditch will be redefined to remove the low points and provide an appropriate slope to promote positive drainage. In order to complete the project, the culvert under S. Cedar Creek Rd., which is currently a 24" RCP pipe, would need to be upsized to dual 48" RCP pipes. This will require an encroachment permit from the SCDOT. A sketch of the proposed project and a map of S. Scott Rd. are attached.

If this project is not completed, the accumulation of standing water and incidences of flooding at the rear of several properties along S. Scott Rd. will continue.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history. This project originated from a service request that was received in July 2013. The County initially installed a new storm drainage line from the road to the rear of 159 S. Scott Rd. to alleviate flooding in the road and along 132 S. Scott Rd.

- Service Request received in July 2013
- Phase I Design completed in July 2013
- Phase I Work performed in August 2013
- Phase II Design completed in November 2013

D. Financial Impact

The cost estimate to complete this project has been prepared and it exceeds \$5,000. Funding for this project will come from the Stormwater Division's budget.

E. Alternatives

1. Approve the request to fund the S. Scott Rd. Drainage Project.

2. Do not approve the request to fund the S. Scott Rd. Drainage Project.

F. Recommendation

It is recommended that Council approve the request to fund the S. Scott Rd. Drainage Project.

Recommended by: Ismail Ozbek

Department: Public Works

Date: 9-2-14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

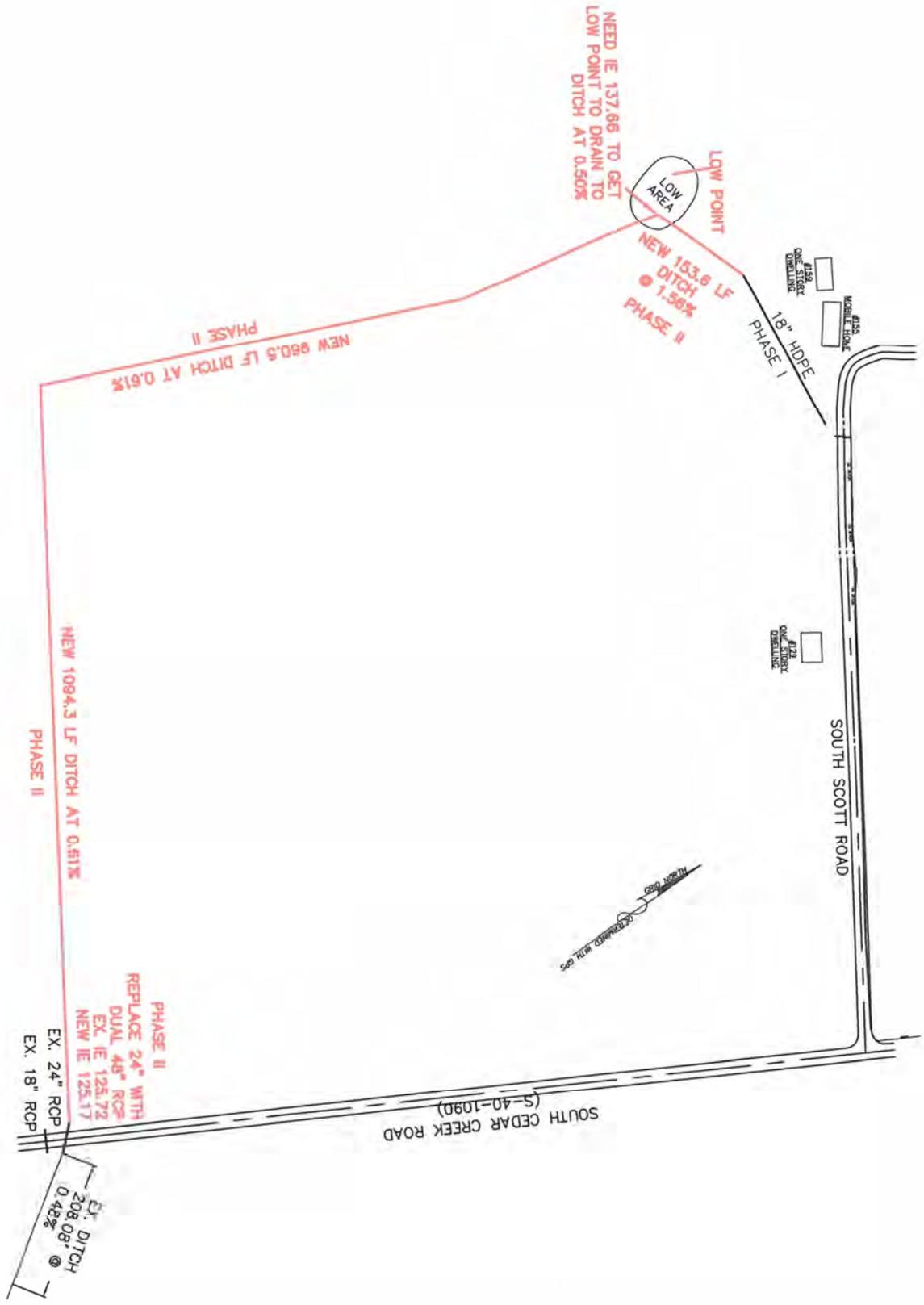
Date: 10/20/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**S. SCOTT ROAD
DRAINAGE PROJECT
SCALE: 1" = 200'**



Richland County Council Request of Action

Subject

Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes **[PAGES 162-171]**

Notes

October 28, 2014 - The Committee recommended that Council approve the new intergovernmental agreement (IGA) with the Town of Arcadia Lakes.

Richland County Council Request of Action

Subject: Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes

A. Purpose

County Council is requested to approve the new intergovernmental agreement (IGA) with the Town of Arcadia Lakes (Arcadia Lakes). This IGA will replace the agreement previously entered into with Arcadia Lakes for animal care services.

B. Background / Discussion

On November 5, 1979, Richland County entered into an agreement with Arcadia Lakes to provide animal care services. This agreement was entered into upon the desire of Arcadia Lakes to provide uniformity of animal control regulations in the best interest of the health, safety, and general welfare of its citizenry. The IGA empowered Richland County Animal Care (Animal Care) to enforce the animal control ordinance of Arcadia Lakes within its jurisdiction, provided that citations would be issued based on Arcadia Lakes's code.

This agreement has remained in effect since its inception and now Arcadia Lakes wishes to revise the terms of the IGA for practicality. This new IGA (see attached) will effectively allow Animal Care to enforce and issue citations under Chapter 5 of the Richland County Ordinance. However, Arcadia Lakes wishes not to repeal Arcadia Lakes Ordinance Section 6-201, which is the restriction of keeping hogs, pigs, cows, horses, goats, sheep, or chickens within the town. Upon the appropriate consultations and recommendations, the Town Council for Arcadia Lakes has agreed to the proposed IGA and its adoption upon the approval of Richland County Council.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

There is no financial impact anticipated with this request.

E. Alternatives

1. Approve the new intergovernmental agreement with the Town of Arcadia Lakes.
2. Do not approve the new intergovernmental agreement with the Town of Arcadia Lakes.

F. Recommendation

It is recommended that Council approve the new IGA with the Town of Arcadia Lakes to ensure consistency in the enforcement of animal control laws within the town.

Recommended by: Sandra Haynes

Department: Animal Care

Date: September 4, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on ROA stating that approval will have no financial impact.

Legal

Reviewed by: Elizabeth McLean

Date: 9/8/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 9/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within a reasonable time after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201 and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment

and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

RICHLAND COUNTY

By: Norman Jackson, Richland
County Council Chairperson

TOWN OF ARCADIA LAKES

By: _____
Its: _____

Original IGA with Arcadia Lakes

APPROVED BY THE LEGAL DEPARTMENT
OF THE COUNTY OF RICHLAND
DATE 11/15/79
BY [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL SERVICE CONTRACT
Animal Control Regulation

This Agreement made and entered into this 15th day of November, 1979, by and between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County," and the TOWN OF ARCADIA LAKES, a political subdivision of the State of South Carolina, hereinafter referred to as the "Town."

WHEREAS, the Town of Arcadia Lakes is desirous of providing uniformity of animal control regulations in the best interest of the health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Arcadia Lakes desires to utilize the services of the County's Animal Control Department to obtain such uniformity; and

WHEREAS, the County is able to provide such uniformity through the enforcement of animal control regulations and by promulgating such regulations as it may deem to be in the best interest of the public; and

WHEREAS, both of the parties hereto are authorized to enter into this Agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Control Department of the County shall provide such services as are necessary to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

2. The Town, within a reasonable time after the signing of this Agreement, shall adopt an ordinance compatible with the County's animal control regulations and any amendments which are made or which may be made thereto into the Town's Code of Laws.

3. The Town shall not enforce nor authorize such regulations until such time as the County has been provided with and approved such regulations.

4. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of those animal control regulations of the County, the County's regulations shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Arcadia Lakes which lie within the jurisdiction of Richland County.

5. Either party hereto may terminate this Agreement at any time by giving the other party thirty (30) days written notice of its desire to terminate this Agreement.

6. This Agreement may be amended, modified or changed only upon the written agreement of the County Council of Richland County and Town Council of the Town of Arcadia Lakes.

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the County of Richland has, by direction of its County Council, caused this Agreement to be executed by the Chairwoman of the Richland County Council; and the Town of Arcadia Lakes has, by direction of its Town Council, caused this Agreement to be executed by the Mayor of the Town of Arcadia Lakes, this 5th day of November, 1979, which shall be known as the effective date of this Agreement.

WITNESSES:

COUNTY OF RICHLAND:

Brenda Ward
Kathryn Gates Jones

By: Candy Y. Whites
Chairwoman, Richland County Council

Attest: Betty S. McWester
(Acting) Clerk, Richland County Council

TOWN OF ARCADIA LAKES:

James B. ...
Susan B. Killian

By: L. Henry McKellar
Mayor, Town of Arcadia Lakes

Attest: Patricia P. ...
Clerk, Town of Arcadia Lakes

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me Brenda Ward
who being duly sworn says that (s)he saw the within-named County of
Richland, by its Chairwoman and Clerk of Council sign, seal and as
its act and deed deliver the within Agreement, and that (s)he with
Kathryn Yates Jones witnessed the execution thereof.

Brenda Ward

SWORN to before me this 6th
day of November, 1979.

Kathryn Yates Jones
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: Feb. 9, 1980.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me JACK A. BOGGS
who being duly sworn says that (s)he saw the within-named Town of
Arcadia Lakes, by its Mayor and Clerk sign, seal, and as its act
and deed deliver the within Agreement, and that (s) with
SUSAN B. KILBURN witnessed the execution thereof.

James Dorn

SWORN to before me this 23
day of August, 1979.

Wm. H. Price
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 1. 7. 81

Richland County Council Request of Action

Subject

Budget Amendment – Grant Match **[FIRST READING] [PAGES 172-176]**

Notes

October 28, 2014 - The Committee recommended that Council approve a budget amendment in the amount of \$167,583.00, increasing the amount of grant match available to departments for grants and match amounts that were approved by County Council in the FY15 budget process. This amount also provides for an extra match of \$27,846.00 that was not approved in the FY15 budget. These funds would go towards funding a shortfall in the approved Criminal Domestic Violence (CDV) Court grant for the Solicitor's Office.

Richland County Council Request of Action

Subject: Budget Amendment – Grant Match

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$167,583.00, increasing the amount of grant match available to departments for grants and match amounts that were approved by County Council in the FY15 budget process.

B. Background / Discussion

Many grant agencies require grant recipients to guarantee matching funds in order to receive their grant funds. For example, a federal grant may cover 75% of the total project cost and require the grantee, Richland County, to come up with the remaining 25% to secure the grant. Historically, Richland County has used a “grant match” account to cover the match required.

Each year during the budget process, departments request grant match funds for grants they think they will receive during the year. For FY15, department grant match requests totaled \$469,932.00. During the FY15 budget process, \$194,746.00 was approved for the “grant match” account. As grants are awarded, any required cash match is drawn down from this pool of funds on a first requested-first awarded approach. While funds are allocated each year for grant matching purposes, the fund amount is not enough to cover this year’s awards.

As of October 10, 2014, match amounts for confirmed awards and pending awards total \$361,425.00. A budget amendment is needed for \$167,583.00 to cover the shortfall. The attached spreadsheet shows the FY15 grant activity to date. If new / additional grants outside of this request are awarded during the fiscal year, staff will bring the grants to Council for approval of the grant itself and any grant match that may be required.

Included in the request for \$167,583.00 is a special request for extra match that was not approved in the FY15 budget in the amount of \$27,846.00 (see the yellow highlight on page 2 of the attached spreadsheet). The funds would go towards funding a shortfall in the approved Criminal Domestic Violence (CDV) Court grant for the Solicitor’s Office. Extra matching funds were budgeted for this grant, but the funds currently approved are not enough to cover the full cost of the program.

Staff asks that the full \$167,583.00 be approved, as grant periods are time sensitive.

C. Legislative/Chronological History

- This is a staff-initiated request.
- The grant match amount of \$194,746.00 was approved in FY15 budget June 2014.

D. Financial Impact

A budget amendment from the General Fund is needed for \$167,583.00. This action will require three readings and a public hearing.

E. Alternatives

1. Approve the request for a budget amendment for grant match in the amount of \$167,583.00.

2. Do not approve the request for a budget amendment for grant match in the amount of \$167,583.00, causing the County to return grant funds or reduce the scope and size of grant funded projects.

F. Recommendation

It is recommended that Council approve the request for a budget amendment of \$167,583.00 for grant match funds.

Recommended by: Sara Salley
Department: Administration
Date: 10/10/14

G. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 10/13/14
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 10/14/14
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta Date: October 14, 2014
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: It is recommended that Council approve the request for a budget amendment of \$167,583.00 for grant match funds.

FY15 General Fund Match Update as of 10.10.14									
Department	Project Name	Total Project Cost	Amount Requested	Cash Match Requested	Other Match Requested	FY15 Award	FY15 Match IFAS	FY15 Match Needed	Notes
Com Dev	HOME (HUD)	\$603,086	\$492,315	\$110,771	\$0			\$110,771	Award received, but not in IFAS as of 10/10/14
Conserv	Twenty-Five Mile Creek Nonpoint Source Water Quality Implementation	\$370,000	\$300,000	\$0	\$70,000			\$0	Award pending. Match to be paid from Stormwater
Coroner	Forensic Crime Scene Investigator (JAG)	\$207,442	\$186,711	\$20,731	\$0	\$0	\$0	\$0	Not funded
Court Admin	Court Technology Upgrade (JAG)	\$23,932	\$21,537	\$2,395	\$0	20391	\$0	\$2,266	Award received, but not in IFAS as of 10/10/14
ESD	EMS Grant in Aid - DHEC	\$63,300	\$60,000	\$3,300	\$0	\$28,125	\$0	\$3,300	Award received, but not in IFAS as of 10/10/14
ESD	Local Emergency Management Planning Grant (LEMPG)	\$116,395	\$110,000	\$6,395	\$0	\$89,739	\$6,395	\$0	
Sheriff	School Resource Officer-D5 (JAG)	\$136,807	\$123,126	\$13,681	\$0	\$106,548	\$11,839	\$0	
Sheriff	School Resource Officer-Westwood High (JAG)	\$57,405	\$51,664	\$5,741	\$0	\$51,664	\$5,741	\$0	
Sheriff	Crime Scene Unit (JAG)	\$70,013	\$63,012	\$7,001	\$0	\$63,012	\$7,001	\$0	
Sheriff	Ballistics Lab Equipment (JAG)	\$110,419	\$99,378	\$11,041	\$0	\$99,377		\$11,042	Award received, but not in IFAS as of 10/10/14
Sheriff	Victim Advocacy (VOCA) Award I	\$65,000	\$52,000	\$13,000	\$0	\$11,775	\$2,944	\$0	
Sheriff	Victim Advocacy (VOCA) Award II				\$0	\$35,323		\$8,831	Award received, but not in IFAS as of 10/10/14
Sheriff	Status Offender Intervention (JAG)	\$74,667	\$63,601	\$11,066	\$0	\$0	\$0	\$0	Not funded
Sheriff	Forensic DNA Backlog Reduction	\$150,000	\$117,234	\$32,766	\$0	\$200,000	\$0	\$0	Grantee required no match.
Sheriff	Bullet Proof Vest Partnership	\$40,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	Not funded

Department	Project Name	Total Project Cost	Amount Requested	Cash Match Requested	Other Match Requested	FY15 Award	FY15 Match IFAS	FY15 Match Needed	Notes
Sheriff	Hispanic Outreach Advocacy (VAWA)	\$65,000	\$28,510	\$36,490	\$0	\$36,855		\$31,946	Award received, but not in IFAS as of 10/10/14. \$12,285 in match is required and \$19,661 in extra match was approved in the FY15 grant process to cover the anticipated award amount shortage. The department has been asked to deal with this issue each year during the budget process and has chosen to request additional funds to cover the difference.
Solicitor	Drug Prosecutor (JAG)	\$89,556	\$80,601	\$8,955	\$0	\$80,329	\$8,925	\$0	
Solicitor	Financial Crimes Prosecutor (JAG)	\$88,698	\$79,828	\$8,870	\$0	\$61,000		\$6,778	Award received, but not in IFAS as of 10/10/14
Solicitor	Solicitor's Investigator (JAG)	\$106,807	\$96,126	\$10,681	\$0	\$0	\$0	\$0	Not funded
Solicitor	Victim Advocates (VOCA) Award I	\$129,636	\$103,709	\$25,927	\$0	\$21,704	\$5,426	\$0	
Solicitor	Victim Advocates (VOCA) Award II				\$0	\$65,111		\$16,278	Award received, but not in IFAS as of 10/10/14
Solicitor	Central CDV Court (VAWA)	\$164,331	\$109,331	\$55,000	\$0	\$55,046		\$55,000	Award received, but not in IFAS as of 10/10/14. \$18,349 in match is required and \$36,651 in extra match was approved in the FY15 grant process to cover the anticipated award amount shortage. The department has been asked to deal with this issue each year during the budget process and has chosen to request additional funds to cover the difference.
Solicitor	Central CDV Court (VAWA)							\$27,846	New request to Council to cover additional match for the CDV Court grant that was not included in the FY15 budget due to miscalculation of match for the position amount as well as healthcare costs.
Solicitor	Veterans Treatment Court (DOJ)	\$264,483	\$198,362	\$66,121	\$0	\$0	\$0	\$0	Not funded
Com Dev	HOME						\$40,000		Extra allocation from general fund (Jackson Motion - approved)
Total Match for General Fund		\$2,996,977	\$2,457,045	\$469,932	\$70,000	\$535,032	\$88,271	\$274,058	
								\$194,746	Match Account Approved
								-\$88,271	Amount in IFAS as of 10/10/14
								\$106,475	Match available as of 10/10/14
								-\$274,058	Match from awards received, but not yet set up in IFAS
								-\$167,583	Match needed to cover approved grants (ROA Request)

Richland County Council Request of Action

Subject

Extension of ACH Chemical Supply Contract-Utilities Broad River WWTF [**PAGES 177-187**]

Notes

October 28, 2014 - The Committee recommended that Council extend the purchase order to Gulbrandsen Technologies Inc. for the ongoing delivery of Aluminum Chlorohydrate (ACH) to the Broad River Wastewater Treatment Facility in an amount up to \$170,000.00 for the duration of FY14-15.

Richland County Council Request of Action

Subject: Extension of ACH Chemical Supply Contract-Utilities Broad River WWTF

A. Purpose

County Council is requested to extend for one year the purchase order to Gulbrandsen Technologies Inc. for the ongoing delivery of Aluminum Chlorohydrate (ACH) to the Broad River Wastewater Treatment Facility in an amount up to \$170,000.

B. Background / Discussion

The Broad River Wastewater Treatment Facility is required to remove phosphorous from the wastewater prior to discharging its effluent to the Broad River. The facility is required to remove phosphorous to certain limits as required by its NPDES discharge permit issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Previous performance testing has found that the chemical, Aluminum Chlorohydrate (ACH)[GPAC2800] is the most cost-effective chemical available to assist with the phosphorous removal process.

To staff's knowledge there are only two manufacturers of ACH on the East Coast, one in Maryland and one in Orangeburg, South Carolina. All other suppliers purchase and redistribute ACH from one of these two manufacturers at a marked-up price. This product was bid by the County's Procurement Department in October 2011 (attached). The Orangeburg manufacturer, Gulbrandsen Technologies, Inc. was willing to supply directly to the County, along with only local shipping charges resulting in the low bid. The contract includes the option to renew annually. Typically chemicals are required to be re-bid on a five-year cycle.

During the past year the volume of chemical used and its related cost exceeded \$100,000. Therefore, issuing a purchase order for FY14-15 requires the approval of County Council. The vendor has indicated the unit cost for this year will remain the same.

C. Legislative / Chronological History

This is a staff-initiated request; however, the proposed FY14-15 budget for the Utilities' Broad River System was approved on June 12, 2014 following three readings of County Council which included funds for chemicals.

D. Financial Impact

There is no financial impact associated with approving this request as funds have been provided in the approved FY14-15 budget. There may be an indirect impact associated with SCDHEC penalties if a violation were to result from inadequate supply of chemical.

E. Alternatives

1. Approve the request to extend the purchase order to Gulbrandsen Technologies Inc. for the ongoing delivery of Aluminum Chlorohydrate (ACH) to the Broad River Wastewater Treatment Facility in an amount up to \$170,000 for the duration of FY14-15.
2. Do not approve the request to extend the purchase order to Gulbrandsen Technologies Inc. for the ongoing delivery of Aluminum Chlorohydrate (ACH) to the Broad River Wastewater Treatment Facility in an amount up to \$170,000 for the duration of FY14-15. This

alternative would potentially cause violations and associated fines against the Broad River WWTF NPDES permit.

3. Require the chemical contract to be re-bid. This alternative potentially would create delays in the supply of ACH increasing the risk of permit violations. As the vendor has confirmed no price increase for another year this alternative may not be justified by the additional effort to conduct the testing and re-bidding process with the likelihood of the same supplier remaining the low bidder.

F. Recommendation

It is recommended that Council approve the request to extend the contract for ACH to Gulbrandsen Technologies, Inc. for one year.

Recommended by: Raymond F. Peterson, PE

Department: Utilities

Date: 10/7/14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/10/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

From: Dipen Bhatia [<mailto:dbhatia@gulbrandsen.com>]
Sent: Thursday, July 10, 2014 5:36 AM
To: Jennifer Wladischkin
Cc: JOSEPH RIVERS; Ashley Williams
Subject: Re: Contract for GPAC 2800

Good Morning Jennifer,

Thank you for your responding back.

We intend to renew to contract and so we glad to hear that the contract was rolled over for another year.

We would just require a blanket PO for our records.

Thank you again for giving us an opportunity to work with you for another year.

Best regards,

Dipen Bhatia | Account Manager
Gulbrandsen Technologies, Inc
2 Main Street, P O Box 5523 | Clinton, New Jersey 08809
ph: 908.735.5458 xt 1038 | fax: 302.340.1377|
email:dbhatia@gulbrandsen.com | www.gulbrandsen.com

"Experience Our Chemistry"

On Thu, Jul 10, 2014 at 1:28 AM, Jennifer Wladischkin <WladischkinJ@rcgov.us> wrote:

Good Afternoon,

It is my understanding that the County intends to renew the contract with Gulbrandsen for the next fiscal year and a requisition has been submitted. Do you need a Notice to Proceed for the renewal?

Jennifer Wladischkin

From: Dipen Bhatia [mailto:dbhatia@gulbrandsen.com]
Sent: Tuesday, July 01, 2014 8:21 AM
To: JOSEPH RIVERS; Jennifer Wladischkin
Subject: Contract for GPAC 2800

Good Morning Jennifer & Joseph,

This is in reference to the contract for GPAC 2800 for 2014-15. Based on my recent discussions and exchanges I learned that the contract is due to expire on June 30, 2014. We at Gulbrandsen are looking forward to continue the contract for another year. Please accept my apologies for too many follow ups, however my intention is just to understand the final decision made by both of you.

Based on my past conversation, I learned that there is a renewal option available and after talking to Joseph, I was pleased to know that you are happy with our product, services and delivery time.

If it is possible, could you please let me know if Gulbrandsen's contract was rolled over to another year?

I seek your help in the above matter.

Thank you again for your patience and help.

Best regards,

Dipen Bhatia | Account Manager
Gulbrandsen Technologies, Inc
2 Main Street, P O Box 5523 | Clinton, New Jersey 08809
ph: 908.735.5458 xt 1038 | fax: 302.340.1377 |
email: dbhatia@gulbrandsen.com | www.gulbrandsen.com

"Experience Our Chemistry"



Richland County Government Office of Procurement & Contracting

REQUEST FOR QUOTE
(This is not an order)

PAGE 1 OF 4

IMPORTANT: If unable to quote, please so indicate on this form and return. Richland County Government (County) is not responsible for any cost incurred in responding, preparing and submitting a quote or to award a contract. Any representations and/or certifications attached to the Quote must be completed and executed by an authorized Agent of the company.

TO BE COMPLETED BY PURCHASING AGENT

FROM: Jennifer Wladischkin		TITLE: Buyer		EMAIL: wladischkini@rcgov.us	
Telephone #:(803)576- 2126		Fax #:(803)576-2135			
PROJECT TITLE: Request for Chemical Aluminum Chlorohydrate					
QUOTE # RC-QUOTE- 11	ISSUE DATE OF QUOTE: 9/26/11	ADDENDUM # n/a	Please furnish quote to this office on or before date, day and time shown in block below.		
Payment Terms: Minimum of Net 30	ALL DELIVERIES MUST BE FOB DESTINATION	Date: 10/3/11	Day: Monday	Time: 2:00pm	
All cost and prices given must be in United States of America's currency (U.S. Dollar and Cents)					
All submittals must be in English; Offers received in other than English shall be rejected.					
All quotes must remain firm for a period of thirty (30) calendar days from quote due date unless, otherwise stipulated and agreed to by both parties.					
Please quote your firm's delivered prices for the item(s) described. State the manufacturer's model number, or any deviation from the county's specifications to include descriptive literature. Your offer must be completed on this form.					
The County established a fifteen percent (15%) minority-women owned business enterprise and a twenty percent (20%) local business participation goal. Respondents are encouraged to assist the County in attaining its goal.					
Richland County Government reserves the right to accept or reject any and all offers, to waive technicalities and to make an award as deemed in the County's best interest. Quotes received after date and time required shall not be considered. This solicitation includes SCHEDULE "A" and any attachments so noted.					
Contract #:			Department:		
Signature:			Award Date:		

MUST BE COMPLETED BY VENDOR OR CONTRACTOR

BUSINESS CLASSIFICATION (Check appropriate boxes)	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Partnership
	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Trading under Trade Name
	<input type="checkbox"/> Individual	<input type="checkbox"/> Other
Disadvantage Business Enterprise Classification (Check Appropriate box)	<input type="checkbox"/> African-American Female (AAF)	<input type="checkbox"/> Hispanic Female (HF)
	<input type="checkbox"/> African-American Male (AAM)	<input type="checkbox"/> Hispanic Male (HM)
	<input type="checkbox"/> Asian Female (AF)	<input type="checkbox"/> Native American Female (NAF)
	<input type="checkbox"/> Asian Male (AM)	<input type="checkbox"/> Native American Male (NAM)
	<input type="checkbox"/> White Female (WF)	<input type="checkbox"/> Other
	Please indicate estimated delivery date in calendar days: 2 in 3 business days	Please indicate method of shipment and delivery: Delivery by Tanker Trucks
Name of company: Gubranesen Technologies, Inc		
Address of company: 2 Main Street, P O Box 5523, Clinton, New Jersey 08809.		
Is the company an Equal Opportunity Employer: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

2020 Hampton Street, Suite 3064 (Third Floor), Columbia, South Carolina 29204-1602

SCHEDULE A
MUST BE COMPLETED BY VENDOR OR CONTRACTOR

(Include applicable taxes and freight on separate lines)

Page 2 of 4 Pages

Item # (a)	Supplies/Goods/Services/Equipment/Vehicles (b)	Quantity (c)	Unit of Issue (d)	Unit Price (e)	Total (f)
(1)	Aluminum Chlorohydrate (ACH) 50% solution, for the removal of phosphorous at Richland County's activated sludge wastewater treatment facility. Must include a Certificate of Analysis, Specification Sheet, and MSDS. May be required to submit a (1) gallon sample for laboratory bench performance testing at the County's laboratory. If requested, this sample should be provided within (3) business days. See attached for requirements and instructions. Please quote both bulk pricing, minimum 1/2 tanker load and 275-gallon tote. Offerors must include shipping for both bulk and tote orders.	220,000	Lbs.		
	Bulk- Minimum 1/2 Tanker Load			\$0.39/lb	\$66,000.00
	275- Gallon Tote			\$0.44/lb	\$1,350.00
	SHIPPING				
	SUB-TOTAL				
	TAX (7%)				
	GRAND TOTAL				

The Offeror shall furnish items identified under description in accordance with Special Conditions/Provisions, specifications and all other terms and conditions as set forth elsewhere herein. By executing this document the Offeror is agreeing to and acknowledging the acceptances of the responsibility to provide all as specified; this page must be submitted with the Offer. The Offeror also understands by executing and dating this document proposed prices shall hold firm for a period of not less than 180 calendar days after the date of the solicitation opening.

Company name: Gulbrandsen Technologies, Inc	
Name of Agent (Print or Type): Holly E. Gordeuk	
Title: Corporate Account Manager	Date: 10/4/2011
Signature of Agent: <i>Holly E. Gordeuk</i>	
Telephone # 908-735-5458 ext 1106	Fax #: 908-548-9700
Federal Identification Number: 222-492-075	
Email address: bks@gulbrandsen.com	
Subscribed and sworn to me this 3 day of October	
my commission expires: 2/5/2013	Title: Notary

(Must be notarized by a Notary Public)

Heather L. Hoffman

HEATHER L. HOFFMAN
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 2/5/2013

SEAL

**RICHLAND COUNTY UTILITIES DEPARTMENT
REQUEST FOR CHEMICAL
ALUMINUM CHLOROHYDRATE**

The Richland County Utilities Department is requesting delivery of an approximate fifty percent (50%) solution of ALUMINUM CHLOROHYDRATE (ACH) for the removal of phosphorous at its activated sludge (Sequential Batch Reactor) wastewater treatment facility located in Irmo, South Carolina.

The chemical supplied shall meet the following minimum requirements:

	Minimum	Maximum
Aluminum	10.97%	12.8%
Aluminum Oxide	20.6%	21.8%
Chloride	7.1	8.4
Approx. Al:Cl	1.9:1	2.1:1
Specific gravity	1.25	1.35
pH	4.0	7.5
Basicity	75%	90%
Appearance	clear to slightly translucent	
Aluminum Chlorohydrate	nominal 50% solution	

There shall be no significant amounts of impurities such as heavy metals, mercury or arsenic that would cause interference with or pass-through of the treatment process to cause non-compliance with the facility NPDES permit or any water quality criteria established by the South Carolina Department of Health and Environmental Control and/or the US Environmental Protection Agency, or amounts exceeding industry standards for this chemical for the intended use.

Submittal for Laboratory Performance Testing

In addition to the vendor submitting a Certificate of Analysis for the proposed product with the bid submittal, the vendor may be required to submit for testing an approximate one (1) gallon sample for laboratory bench performance testing to the County's laboratory for testing on actual wastewater sludge and/or other process streams for comparative phosphorous removal and other reactions to be observed. The sample will only be required if requested by the County and shall be provided within three (3) business days after a written request (e-mail or fax) is made to the vendor. If it is determined that a product is less effective than another or the product has side effects to the process, the selection may not be made on price alone as protection of the process and product cost-effectiveness is of utmost importance. The product sample shall be provided at no additional cost to the County and shall be delivered with proper labeling and handling to:

Broad River Regional Wastewater Treatment Facility
Attn: Laboratory Director
1183 Shadywood Ln
Irmo, SC 29063

Submittal for Full Scale Plant Testing

Following laboratory bench testing the most apparent, cost-effective responsible bidder shall ship to the County's wastewater treatment facility at the above address one (1), approximate two hundred seventy-five (275) gallon tote (or other standard size container of similar quantity) of the proposed chemical to be supplied. The County shall be invoiced for the product at the unit cost and shipping charges as stated by the vendor in the bid submittal.

Upon successful full-scale plant testing, it is the intent of the County to purchase the proposed product on a further basis, subject to ongoing periodic testing and demonstrated continued performance; however the County reserves the right to reject or seek reimbursement for a shipment that does not meet the stated performance criteria or if it is determined the product had adverse effects on the plant process. The County also reserves the right to rebid or discontinue the product at any time for any reason.

Anticipated Purchase Quantities

The wastewater treatment facility currently purchases approximately one-half a tanker load about once a month; however full loads or totes may be requested as needed. The supplier/vendor shall have adequate chemical on hand to meet the needs of the County's facility on a regular basis.

Receiving Deliveries

Product shall be shipped to the County's wastewater facility to arrive no later than 4-5 business days after the order is placed. Deliveries shall be received Monday through Thursday, 7:30 AM to 4:00 PM and on Fridays 7:30 AM to 2:30 PM. The driver shall be responsible for off-loading the product into the facility's 10,000 gallon storage tank. The driver shall provide a bill of lading and coordinate with a plant supervisor before any chemical is discharged. The facility is secured at all times and entry is gained through communication via a local call-box at the entrance gate. The driver shall be responsible for clean-up of spills during off-loading. If totes are received they shall be on sturdy pallets and plant personnel will assist in unloading using a skid-steer loader with fork attachments unless other arrangements are made in advance.

Bid Submittal

All bids shall be submitted to the County's procurement office in accordance with the information provided in the bid package and within the time and date posted in the solicitation. Bidder's information shall be submitted on the following bid sheet. In addition, the bidder shall provide a specification sheet, Material Safety Data Sheet, and Certificate of Analysis for the proposed product. Incomplete submittals will not be accepted. All questions on bidding shall be communicated to the Director of Procurement.



GPAC 2800 PRODUCT SPECIFICATIONS

<u>PARAMETER</u>	<u>SPECIFICATION</u>
SPECIFIC GRAVITY (@ 20°C)	1.330 - 1.350
%Al	12.2 - 12.7
%Cl	7.9 - 8.4
Al:Cl Ratio	1.9:1 - 2.1:1
pH (30%w/w)	4.0 - 4.4
%BASICITY	82.5 - 84.3
APPEARANCE	CLEAR TO SLIGHTLY HAZY



Gulbrandsen Technologies, Inc. and its divisions, affiliates and subsidiaries ("Gulbrandsen") believe that the information contained in each material safety data sheet ("MSDS"), technical data sheet ("TDS"), product information brochure and/or information contained herein (including data and statements) is accurate as of the date of publication. The MSDSs, TDSs, product information brochures, and information contained herein are referred to collectively as the "Data Sheets". It is the responsibility of the user to obtain and use the most recent version of the Data Sheets. Each Data Sheet relates only to the specific product designated therein and may not be valid where such product is used in combination with any other materials or in any process. Further, since the conditions and methods of use of the product and information are beyond the control of Gulbrandsen, Gulbrandsen expressly disclaims any and all liability as to any consequential damages or results obtained or arising from any use of the products or the information contained in the Data Sheets. **NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE AS CONCERNS THE DATA SHEETS OR THE RELATED PRODUCTS.**

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Revised: 04/17/2008
Supersedes: 01/01/2003

GULBRANDSEN TECHNOLOGIES, INC.
2 Main Street • P.O. Box 5523 • Clinton, New Jersey 08809
908-735-5458 • Fax 908-735-6971



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WEB www.gulbrandsen.com

October 3, 2011

To
Jennifer Wladischkin
Buyer
Richland County Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

Subject: Re: Request for Quote # 12 for ACH

Dear Jennifer;

We at Gulbrandsen Technologies Inc are submitting the necessary Information for the **Aluminum Chlorohydrate RFQ for Richland County, SC**

- 1 #Product: **Aluminum Chlorohydrate (GPAC 2800)**
Packaging: **½ load (Bulk) (22,500 lbs per delivery)**
Order Lead Time: **2-3 Days from the receipt of Order**
Contract Period: **180 days minimum**
Unit Price/Pound: **\$0.30 /lb (Delivered)**
Ship to Location: **Richland County Waste water treatment plant, Irmo, SC**
- 2 #Product: **Aluminum Chlorohydrate (GPAC 2800)**
Packaging: **275 gallon tote for trial**
Order Lead Time: **2-3 Days from the receipt of Order**
Unit Price/Pound: **\$0.44 /lb (Delivered)**
Ship to Location: **Richland County Waste water treatment plant, Irmo, SC**

The documents enclosed are:

1. Cover Letter
2. RFQ
3. Product Specifications
4. MSDS
5. NSF Certificate

If any further clarifications are needed on any of the above please feel free to contact me at the below mentioned number. We look forward to doing business with you in the future.

Regards,


Dipen Bhatia
Account Representative
Gulbrandsen Technologies Inc
803-531-2413 xt 4004
dbhatia@gulbrandsen.com



Richland County Council Request of Action

Subject

Coroner-Purchase of Three 2015 Chevy Tahoes **[PAGES 188-190]**

Notes

October 28, 2014 - The Committee recommended that Council approve the expenditure of \$107,112.00 for the purchase of three 2015 Chevrolet Tahoes for the Coroner's Office.

Richland County Council Request of Action

Subject: Coroner-Purchase of Three 2015 Chevy Tahoes

A. Purpose

County Council is requested to approve the expenditure of \$107,112.00 for the purchase of three 2015 Chevrolet Tahoes for the Coroner's Office.

B. Background / Discussion

Funds in the amount of \$114,000.00 were approved in the Coroner's 2014-2015 Budget for the purchase of vehicles and related equipment. The Coroner utilizes Chevrolet Tahoes, which were not on the state contract for purchase this year. A request was submitted for bids to be taken to determine the vendor for the purchase of three Chevy Tahoes. There were twenty one vendors notified but only two bid packages were received. One of the bids received did not conform to the requirements of the Request for Bid and was considered non-responsive. The one bid that met the requirements and was recommended for acceptance was from Love Chevrolet, Columbia, SC. The price per vehicle was \$35,404.00 plus \$300.00 tax.

C. Legislative / Chronological History

This is a staff-initiated request. Therefore, there is no legislative history.

D. Financial Impact

A total amount of \$114,000.00 was budgeted in line item number 1100240000-531300 for the purchase of three vehicles, lights and sirens for the Coroner's Office.

2015 Chevy Tahoe (price per vehicle)	\$35,404.00
Tax per vehicle	\$300.00
<hr/>	
Total per vehicle	\$35,704.00
<hr/>	
Total For 3 Vehicles	\$107,112.00

E. Alternatives

1. Approve the request to expend \$107,212.00 that was budgeted for the purchase of three Chevy Tahoes to allow the Coroner's Office fleet to remain operational with minimal down time.

2. Do not approve the request to expend the \$107,212.00 that was budgeted for the purchase of three Chevy Tahoes for the Coroner's Office. If this alternative is chosen, the fleet would continue to deteriorate, causing additional funds to be spent on increased maintenance, while also causing down-time in staff operations when the current vehicles are in the shop for maintenance.

F. Recommendation

It is recommended that Council approve the request to expend \$107,212.00 to purchase three 2015 Chevy Tahoes for the Coroner’s Office.

Recommended by: Coroner Gary Watts

Department: Coroner

Date: 10/02/2014

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/3/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Funding included in department FY15 budget.

Procurement

Reviewed by: Cheryl Patrick

Date: 10/3/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement processed a solicitation – saving almost \$7000 on the purchase.

Support Services

Reviewed by: John Hixon

Date: 10/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Local vendor was selected based on Procurements solicitation while matching the Fleet Managers recommendation for replacement of three 2004 high mileage units in the Coroners existing fleet.

Legal

Reviewed by: Elizabeth McLean

Date: 10/6/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference **[FIRST READING] [PAGES 191-203]**

Notes

October 28, 2014 - The Committee recommended that Council approve an ordinance amending the Hospitality Tax (HTax) Ordinance so as to clean up the ordinance to remove historical disbursement and inaccurate language therein. Additionally, the Committee recommended that Council establish the current FY funding levels as the base for discussing the HTax Ordinance Agency funding levels each year during the budgetary process.

Richland County Council Request of Action

Subject: Ordinance amending Hospitality Tax Ordinance so as to delete historical disbursement references and inaccurate language and clarifying base amounts for Ordinance Agencies for annual budget discussions.

A. Purpose

County Council is requested to approve an ordinance amending the Hospitality Tax (HTax) Ordinance so as to clean up the ordinance to remove historical disbursement and inaccurate language therein. Additionally, County Council is requested to clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the annual budget process.

B. Background / Discussion

At the October 7, 2014 Council meeting, Mr. Pearce brought forth the following motion:

“I move that the wording of the current Hospitality Ordinance be reviewed to ensure that the Ordinance accurately reflects County Council's position on base funding of the designated "Ordinance Agencies" as voted on and approved by Council. Further, that any recommended changes in wording of the Hospitality Ordinance deemed necessary by staff in order for the document to fully comply with actions taken by Council be made, presented to Council in a clearly highlighted manner and returned to Council for final approval.”

At the September 23, 2014, A&F Committee, a Request of Action (ROA) routed attempting to add the Township Auditorium as an ordinance agency in the Hospitality Tax ordinance and to clean up some of the language of the ordinance that was historical in nature and sometimes inaccurate and misleading. At the meeting, the Committee decided to split the two issues and sent to Council the addition of the Township only. That ordinance amendment received first reading on October 7, 2014. As a part of the split, staff was asked to prepare a separate ROA to clean up the historical references and inaccuracies.

As a reminder, in the FY2014-2015 annual budget process, County Council voted to add the Township as an Ordinance Agency (i.e. one of the specifically named entities to receive HTax disbursement each year). In accordance with that vote, the standalone HTax ordinance is in the process of being amended to reflect the change.

Along with that change, two other changes are proposed to provide a cleaner, more accurate HTax ordinance.

The first suggested change is the removal of the specific dollar amounts mentioned in the ordinance for the Ordinance Agencies, as those amounts are inaccurate and are now set during the annual budget process.

The second change involves removing all historical disbursement references, so as to make the ordinance more accurate and easier to follow and to reflect the actual process that takes place as a part of the HTax disbursement and auditing. This change is not substantive in any way; rather, it is a “house cleaning” item. The historical references will still be available, if

needed, as originals of all ordinances are housed in the County's Legal Department and are available for review at any time; thus, previous versions of the Hospitality Tax Ordinance are always preserved.

In addition to the aforementioned changes, County Council is requested to clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the annual budget process.

At the November 5, 2013 Council meeting, Council voted and approved the following action:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds, so as to clarify and revise the language therein – Mr. Manning stated that the committee recommended to make Hospitality Ordinance agencies funding amounts flexible, remove ordinance language discussing annual, automatic CPI-based increases and decreases. To allow in the budget process, the consideration of the budget amounts that are in the Hospitality Tax Ordinance (Columbia Museum of Art, Historic Columbia Foundation, EdVenture, and County Promotions) and have them on the floor each year for discussion and recommendation. It is further recommended that First Reading be given to the amended ordinance. A discussion took place. The vote was in favor.

C. Legislative / Chronological History

- November 5, 2013, Council voted to remove make Hospitality Ordinance agencies funding amounts flexible, remove ordinance language discussing annual, automatic CPI-based increases and decreases. To allow in the budget process, the consideration of the budget amounts that are in the Hospitality Tax Ordinance and have them on the floor each year for discussion and recommendation.
- Follow-up to the FY2014-2015 budget ordinance.
- Motion of A&F Committee (September 23, 2014) to split changes into two different ordinance amendments
- At the October 7, 2014 Council meeting, Mr. Pearce brought forth the following motion:

“I move that the wording of the current Hospitality Ordinance be reviewed to ensure that the Ordinance accurately reflects County Council's position on base funding of the designated "Ordinance Agencies" as voted on and approved by Council. Further, that any recommended changes in wording of the Hospitality Ordinance deemed necessary by staff in order for the document to fully comply with actions taken by Council be made, presented to Council in a clearly highlighted manner and returned to Council for final approval.”

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Approve the ordinance amendment and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).

2. Do not approve the ordinance amendment and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).
3. Approve the ordinance amendment with the changes and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).

F. Recommendation

This recommendation was made by Mr. Pearce. This is a policy decision for Council.

Recommended by: Gregory Pearce
 Department: County Council
 Date: 10/7/14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers Date: 10/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

As stated above, this is a policy for Council.

Grants

Reviewed by: Sara Salley Date: 10/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

This is a policy decision for Council.

Legal

Reviewed by: Elizabeth McLean Date: 10/16/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Tony McDonald Date: 10/22/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: (1) With respect to the clean-up language, I recommend approval of the language as proposed, which will make the Hospitality Tax

Ordinance consistent with budget decisions made by the Council during the FY 15 budget adoption process.

(2) With respect to the dollar amount at which each Ordinance Agency enters the budget process for the subsequent fiscal year's budget, Administration has no preference as to what the starting point should be. I do recommend, however, that a rule of thumb be established, whether the starting point is \$0, or the current (at the time) year's amount, or some other amount altogether. Having a known starting point for each Ordinance Agency will be a great help to Administration, Finance and Budget as we prepare the budget draft that we ultimately submit to the Council for consideration.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES,
CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SO AS TO
DELETE HISTORICAL DISBURSEMENT REFERENCES.

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 Richland County Code of Ordinances; Chapter 23, Taxation; Article IV, Local Hospitality Tax; is hereby amended to read as follows:

ARTICLE VI. LOCAL HOSPITALITY TAX

Sec. 23-65. Definitions.

Whenever used in this article, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Local Hospitality Tax means a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine, within the incorporated municipalities and the unincorporated areas of the county.

Person means any individual, firm, partnership, LLP, LLC, cooperative, nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

Prepared Meals and Beverages means the products sold ready for consumption either on or off premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including lunch counters and restaurant stands; restaurants, lunch counters, and drinking places operated as a subordinate facility by other establishments; and bars and restaurants owned by and operated for members of civic, social, and fraternal associations.

Richland County means the county and all of the unincorporated areas within the geographical boundaries of the county and all of the incorporated municipalities of the county.

Sec. 23-66. Local Hospitality Tax.

A local hospitality tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the incorporated municipalities and the unincorporated areas of the county. The local hospitality tax shall be in an amount equal to two percent (2%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county and within the boundaries of the incorporated municipalities which have consented, by resolution adopted by their governing body, to the imposition of the local hospitality tax in the amount of two percent (2%). The local hospitality tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of the incorporated municipalities within the county which do not give their consent to the imposition of the local hospitality tax. Provided, however, the county shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) local hospitality tax prior to July 1, 2003. Effective July 1, 2009 through June 30, 2011, the county shall temporarily reduce the local hospitality tax to one percent (1%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

Sec. 23-67. Payment of Local Hospitality Tax.

(a) Payment of the Local Hospitality Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return that shall be utilized by the provider of services to calculate the amount of Local Hospitality Tax collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

(b) The tax provided for in this Article must be remitted to the County on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) a month.

(c) The provider of services shall remit the local hospitality tax voucher form, a copy of the State of South Carolina sales tax computation form and/or other approved revenue documentation, and the hospitality taxes when due, to the County on the 20th of the month, or on the next business day if the 20th is not a business day.

Sec. 23-68. Local Hospitality Tax Special Revenue Fund.

An interest-bearing, segregated and restricted account to be known as the “Richland County Local Hospitality Tax Revenue Fund” is hereby established. All revenues received from the Local Hospitality Tax shall be deposited into this Fund. The principal and any accrued interest in this Fund shall be expended only as permitted by this ordinance.

Sec. 23-69. Distribution of Funds.

(a) (1) The County shall distribute the Local Hospitality Tax collected and placed in the "Richland County Local Hospitality Tax Revenue Fund" to each of the following agencies and purposes ("Agency") in ~~the following~~ amounts ~~during fiscal year 2003-2004~~ as determined by County Council annually during the budget process:

Columbia Museum of Art	\$650,000
Historic Columbia	250,000
EdVenture Museum	100,000
County Promotions	200,000
<u>Township Auditorium</u>	

(2) The amounts distributed to the Columbia Museum of Art, Historic Columbia, ~~and EdVenture Museum,~~ and the Township Auditorium shall be paid quarterly ~~beginning October 1, 2003~~. The amount distributed to organizations receiving County Promotions shall be paid to the organization as a one-time expenditure ~~beginning in fiscal year 2008-2009~~.

(3) As a condition of receiving its allocation, the Columbia Museum of Art, Historic Columbia, ~~and EdVenture Museum,~~ and the Township Auditorium must annually submit to the County an affirmative marketing plan outlining how the agency will use its hospitality tax allocation for tourism promotion in the upcoming fiscal year. The plan shall include a detailed project budget which outlines the agency's proposed use of hospitality tax funds. The marketing plan shall also outline how the agency will promote access to programs and services for all citizens of Richland County, including documentation of "free" or discounted services that will be offered to Richland County residents. In addition, each Agency shall demonstrate a good faith effort to expand programs and events into the unincorporated areas of Richland County. The annual marketing plan shall be due to the ~~County Administrator~~ Grants Manager no later than March 1 of each year. If an Agency fails to comply with these requirements, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as provided in ~~sub~~Section 23-69 (f b) below.

(4) For the amounts distributed under the County Promotions program, funds will be distributed with a goal of seventy-five percent (75%) dedicated to organizations and projects that generate tourism in the unincorporated areas of Richland County and in municipal areas where Hospitality Tax revenues are collected by the county. These shall include:

a. Organizations that are physically located in the areas where the county collects Hospitality tax Revenues, provided the organization also sponsors projects or events within those areas;

b. Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and

c. Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax revenues.

(5) In the event Local Hospitality Tax revenues are not adequate to fund the Agencies listed above in the prescribed amounts, each Agency will receive a proportionate share of the actual revenues received, with each Agency's share to be determined by the percentage of the total revenue it would have received had the revenues allowed for full funding as provided in subsection (a)(1) above.

~~(b) In each of fiscal years 2004-2005 and 2005-2006, the Local Hospitality Tax shall be distributed to each Agency named above in the same amounts and on the same terms and conditions, together with a three percent (3%) increase in each of fiscal year 2004-2005 and 2005-2006.~~

~~(c) In fiscal year 2006-2007, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be established in the County's FY 2006-2007 Budget Ordinance.~~

~~(d) In fiscal years 2007-2008 and 2008-09, the amount of Local Hospitality Tax to be distributed annually to each Agency named above shall be increased based on the revenue growth rate as determined by trend analysis of the past three years, but in any event not more than 3%.~~

~~(e) Beginning in fiscal year 2009-2010 and continuing thereafter, the amount of Local Hospitality Tax to be distributed to each Agency named above shall be determined by County Council annually during the budget process or whenever County Council shall consider such distribution or funding.~~

~~(f)~~ (b) All Local Hospitality Tax revenue not distributed pursuant to ~~subsections 23-69(a) through (e)~~ above shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as directed by County Council for projects related to tourism development, including, but not limited to, the planning, development, construction, promotion, marketing, operations, and financing (including debt service) of ~~the State Farmer's Market (in lower Richland County), Township Auditorium, a new recreation complex (in northern Richland County), recreation capital improvements, Riverbanks Zoo, and other~~ expenditures as provided in Article 7, Chapter 1, Title 6, Code of Laws of South Carolina 1976 as amended.

~~Sec. 23-70. Re-distribution of the County's General Fund.~~

~~———— A portion of the general fund revenue that was historically appropriated for the agencies and purposes identified in Section 23-69, subsections (a) and (d), shall in fiscal year 2004 be appropriated in an amount equivalent to one-quarter mill to each of the following entities, subject to approval of the general fund budget: 1) the Richland County Conservation Commission, and 2) the Neighborhood Redevelopment Commission. Thereafter, beginning in fiscal year 2005, an amount equivalent to one-half mill shall be appropriated to each of these two agencies, subject to approval of the general fund budget. Each such entity shall be established and accounted for as a Special Revenue Fund. There shall be no additions to the Statutory and Contractual Agencies funded through the County's General Fund Budget, except as required by state or federal law.~~

Sec. 23-~~71~~70. Oversight and Accountability.

The following organizations: the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium must submit a mid-year report by January 31 and a final report by July 31 of each year to the Richland County ~~Administrator~~ Grants Manager, which includes a detailed accounting of all hospitality tax fund expenditures and the impact on tourism for the preceding fiscal year, including copies of invoices and proof of payment. The county shall not release hospitality tax funds to any agency unless that agency has submitted an acceptable final report for the previous fiscal year. If an Agency fails to comply with these requirements by the July 31 deadline, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and may be distributed as provided in Section 23-69 (~~f~~ b).

Any organization receiving County Promotions funding must comply with all requirements of this article, as well as any application guidelines and annual reporting requirements as established by council, to include a detailed reporting of all grant expenditures.

Sec. 23-~~72~~71. Inspections, Audits and Administration.

(a) For the purpose of enforcing the provisions of this article, the County Administrator or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article and to make inspections, examine, and audit books and records.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours' written notice. In the event that an audit reveals that the remitter has filed false information, the costs of the audit shall be added to the correct amount of tax determined to be due.

(c) The county administrator or other authorized agent of the county may make systematic inspections of all service providers that are governed by this article. Records of inspections shall not be deemed public records.

Sec. 23-~~73~~72. Assessments and appeals of hospitality tax.

(a) When a person fails to pay or accurately pay their hospitality taxes or to furnish the information required by this Article or by the Business Service Center, a license official of the Business Service Center shall proceed to examine such records of the business or any other available records as may be appropriate and to conduct such investigations and statistical surveys as the license official may deem appropriate to assess a hospitality tax and penalties, as provided herein.

(b) Assessments of hospitality taxes and/or penalties, which are based upon records provided by businesses, shall be conveyed in writing to businesses. If a business fails to provide records as required by this Article or by the Business Service Center, the tax assessment shall be served by certified mail. Within five (5) business days after a tax assessment is mailed or otherwise conveyed in writing, any person who desires to have the

assessment adjusted must make application to the Business Service Center for reassessment. The license official shall establish a procedure for hearing an application for a reassessment, and for issuing a notice of final assessment.

(c) A final assessment may be appealed to the County Council, provided that an application for reassessment was submitted within the allotted time period of five business days. However, if no application for reassessment is submitted within the allotted time period, the assessment shall become final.

(d) Requests for waivers of penalties, as described in Sec. 23-74 (b), shall be submitted to the Business Service Center Director simultaneously with corroborating documentation relating to the validity of the appeal within five (5) business days of receipt of a tax assessment. The Director shall determine if the provided documentation confirms the circumstances permitting a waiver of penalties as described in the aforementioned section. A decision shall be provided in writing within five (5) business days of the receipt of the request. Businesses wishing to appeal the decision of the Business Service Center Director may appeal to the Richland County Council within five (5) business days of receipt of the Director's decision.

Sec. 23-~~74~~73. Violations and Penalties.

(a) It shall be a violation of this Article to:

- (1) fail to collect the Local Hospitality Tax as provided in this Article,
- (2) fail to remit to the County the Local Hospitality Tax collected, pursuant to this Article,
- (3) knowingly provide false information on the form of return submitted to the County, or
- (4) fail to provide books and records to the County Administrator or other authorized agent of the County for the purpose of an audit upon twenty-four (24) hours' notice.

(b) The penalty for violation of this Article shall be five percent (5%) per month, charged on the original amount of the Local Hospitality Tax due. Penalties shall not be waived, except if the following circumstances of reasonable cause are proven by the person. No more than six months of penalties shall be waived.

(1) An unexpected and unavoidable absence of the person from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the hospitality tax.

(2) A delay caused by death or serious, incapacitating illness of the person, the person's immediate family, or the person's accountant or other third party professional charged with determining the hospitality tax owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the hospitality tax.

(3) The hospitality tax was documented as paid on time, but inadvertently paid to another taxing entity.

(4) The delinquency was caused by the unavailability of necessary records directly relating to calculation of hospitality taxes, over which the person had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of hospitality tax penalties.

(5) The delinquency was the result of clear error on the part of the Business Service Center or Treasurer's Office staff in processing or posting receipt of the person's payment(s).

(6) Delay or failure caused by good faith reliance on erroneous guidance provided by the Business Service Center or Treasurer's Office staff, so long as complete and accurate information was given to either of these offices, no change in the law occurred, and the person produces written documentation.

(c) Any person violating the provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provision of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

S. Monique McDaniels
Clerk of Council

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

Richland County Council Request of Action

Subject

An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project **[FIRST READING] [PAGES 204-214]**

Notes

October 28, 2014 - The Committee recommended that Council approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation for a permanent right of way for their Mill Creek Bridge Replacement Project.

Richland County Council Request of Action

Subject: Sale of Property to the South Carolina Department of Transportation

A. Purpose

County Council is requested to approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.

B. Background / Discussion

Richland County recently purchased a parcel of land that contains Pinewood Lake and is located between Garners Ferry Road and Old Garners Ferry Road (TMS# R19011-02-10). The County is developing this property into a community park that will contain walking trails, fishing docks, and other amenities. The upper portion of this property adjoins the current right of way for Garners Ferry Road (SCDOT maintained). The SCDOT is replacing the Mill Creek Bridge at this location and needs an additional permanent right of way and temporary construction access. The total area that the SCDOT is requesting for a permanent right of way is 0.133 acres. The SCDOT is offering \$10,400.00 to purchase this right of way - see attached documentation.

C. Legislative / Chronological History

- Richland County received a request to purchase the property for a SCDOT project from the SCDOT on 9/30/2014 – see attached letter.
- The Richland County Public Works Department reviewed the documentation submitted by SCDOT and provided their comments to Administration on the week of Oct. 10, 2014.

D. Financial Impact

The SCDOT will pay Richland County \$10,400.00 for 0.133 acres of land from TMS#R19011-02-10 that adjoins the current SCDOT right of way along the Mill Creek Bridge area of Garners Ferry Rd.

E. Alternatives

1. Approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.
2. Do not approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.

F. Recommendation

It is recommended that Council approve the request to sale the right of way to the SCDOT for \$10,400.00 for a portion of TMS #R19011-02-10.

Recommended by: Ismail Ozbek, P.E. Interim Director/County Engineer

Department: Public Works

Date: October 13, 2014

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The property was purchased using proceeds from the sale of bonds as a source of funding. Approval is left to Council discretion.

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, from the information provided, Legal is unable to determine the reasonableness of the amount offered, as no appraisal (or calculation method) has been provided.

Administration

Reviewed by: Sparty Hammett

Date: 10/23/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Bridge at Mill Creek



THE STATE OF SOUTH CAROLINA)	Tract 5
)	
COUNTY OF RICHLAND)	
)	
Road/Route US 76/US 378)	RIGHT OF ENTRY AGREEMENT
File 40.037730A.1)	
Item)	
Project BR40(007))	
PIN 37730 RD01)	

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between **Richland County, 2020 Hampton Street, Columbia, South Carolina 29202**, hereinafter referred to as the “the Landowner”, and South Carolina Department of Transportation, hereinafter referred to as “the Department”.

In consideration of mutual promises and covenants each running to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Landowner hereby grants to the Department and its contractors the right to enter the Landowner’s property to build the above referenced highway project. It further grants to utility companies and their contractors the right to relocate utilities as necessary for the project, but only within the limits of the new right of way.

2. At such time as the right of way for the above referenced project is acquired, the Department agrees to pay just compensation.

Right of Entry Agreement (continued)

3. The parties agree that for purposes of establishing just compensation, the date of this agreement shall be the date of taking for valuation purposes.

4. The granting of these rights to the Department and its contractors by the Landowner does not in any way constitute a waiver of any other rights of the parties under the Constitution, statutes, or rules and regulations relating to eminent domain and such rights are expressly reserved, except for the condition expressed in paragraph 3 above.

Landowner

Title: _____

South Carolina Department of Transportation

_____, 20____



South Carolina
Department of Transportation

File-40.037730A.1 Road/Route-US 76/US 378 -Richland County
PIN 37730 RD01 Project BR40(007) Tract 5-ST & 5P

Mr. Tony McDonald
County Administrator
P.O. Box 192
Columbia, South Carolina 29202

Mr. McDonald:

This letter is being sent to inform you that the South Carolina Department of Transportation is conducting a project along US 76/US 378, Garners Ferry Road, in Richland County. Records indicate that you own some property along the proposed project location. Some areas require that the SCDOT obtain permissions to get some work done, be it erosion control measures or slopes, beyond the present right of way. In those instances no property will be conveyed or become SCDOT property. In other instances, the SCDOT would need to obtain new right of way and the property owner(s) will be compensated for the amount of property being secured.

The SCDOT would also need to secure a temporary construction easement from you as well. Once the permission is secured the conversation regarding temporary easement can begin. With a temporary construction easement, you cannot build anything in the designated area while the project is being constructed. But, once the project is completed, you can do as you please with your property. You would be compensated for the temporary construction easement.

Enclosed you will find color coated plan sheets, as well as cross sections, for your property along this project. Let me know if you have any questions or need any additional information.

This project is scheduled for contract soon and would need your immediate attention. The SCDOT would appreciate a quick response to this letter so the needed actions can begin to get the process started. I have enclosed color coded plan sheets for your review. If you have any questions, please do not hesitate to contact me.

I look forward to hearing from you and would like to thank you in advance for your cooperation.

Sincerely,

James c. Breeden
Right-of-Way Agent
P.O. Box 30126
Columbia, SC 29230
(803) 260-4235 (C)
Breedenjc@scdot.org (E-mail)

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERMISSION FOR:

Road/Route **US 76/US 378**
 File **40.037730A.1**
 Item _____
 Project **BR40(007)**
 PIN **37730 RD01**
 Tract **5P**

CONSTRUCT DRIVE ENTRANCE
CONSTRUCTION SLOPES
NPDES
PLACE RIP RAP

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Richland County, 2020 Hampton Street, Columbia, South Carolina 29202** in consideration of the sum of One Dollar (\$1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

It is understood and agreed that a drive entrance will be constructed right of approximate survey station 326+21 during this construction.

Also herein granted is permission for construction slopes to extend beyond the right of way on the right between approximate survey stations 326+17 and 339+67 with the understanding that no additional property is granted for construction slopes, during this construction.

Also herein granted is permission to use heavy equipment for clearing, placement, maintenance, and access for the purpose of construction of a silt fence for NPDES (National Pollutant Discharge Elimination System) to extend beyond the right of way right of US Route 76, between approximate survey stations 326+17 and 339+67, as shown on the plans for this project with the understanding no additional property is granted for the permission, in accordance with Department standards.

Also herein granted is permission for the Department to use heavy equipment to place rip rap right of approximate survey station 336+40 and 338+79 as shown on the plans for this project.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____
 Recorded _____ By _____
 Project **BR40(007)** File **40.037730A.1** Tract **5P**

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Read/Route US 76/US 378
File 40.037730A.1
Item
Project BR40(007)
PIN 37730 RD01
Tract 5

COPY

For Review

TITLE TO REAL ESTATE

Approximate Survey Station

326+00 To 332+00 RT
336+00 To 337+00 RT
To

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Richland County, 2020 Hampton Street, Columbia, South Carolina 29202 in consideration of the sum of Ten Thousand Four Hundred and No/100 (\$10,400.00) Dollars and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute Mill Creek Bridge Replacement at Garners Ferry Road on US Route 78/US Route 397, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation and dated January 7, 2014.

SPECIAL PROVISIONS: The above consideration is for all that certain parcel of land containing 0.133 acre/5,786.49 square feet, more or less, and all improvements thereon, if any, owned by Richland County, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Caughman Pond, LLC, by deed dated April 12, 2012, and recorded April 13, 2012, in Deed Book R-1757, Page 1237 in the records for Richland County and shown as Tax Map No. 19011-02-10.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), my (or our) heirs, executor and administrators, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and my (or our) heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this ___ day of ___, in the year of our Lord, Two Thousand and ___.

Signed, sealed and delivered in the presence of Richland County.

1st Witness HV: (Grantor)

2nd Witness

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF
COUNTY OF

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantor(s) and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ___ day of ___, 20__.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires
(Add seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked By
Recorded By
Project BR40(007) File 40.037730A.1 Tract 5

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-14HR

AN ORDINANCE AUTHORIZING DEED TO THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION FOR A PORTION OF TMS# 19011-02-
10 FOR THE MILL CREEK BRIDGE REPLACEMENT PROJECT.

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 County of Richland and its employees and agents are hereby authorized to grant a deed for a portion of TMS# 19011-02-10 to the South Carolina Department of Transportation for the Mill Creek Bridge Replacement Project, as specifically described in the Title to Real Estate, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference **[FIRST READING BY TITLE ONLY] [PAGES 215-219]**

Notes

October 28, 2014 - The Committee recommended that Council approve a 5% local preference policy for Richland County as per the criteria described in the agenda packet.

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

Richland County Council Request of Action

Subject: Bidding Opportunities for Richland County Businesses

A. Purpose

Council is requested to provide direction on a motion regarding bidding opportunities for Richland County businesses.

B. Background / Discussion

The following motion was made at the September 16, 2014 Council Meeting: **“Any bid from a Richland County business that is within a 10% difference should have the opportunity to alter their bid for the advertised contract. [JACKSON]”**

It is imperative that Richland County upholds the basic tenet of any procurement process – that being the process of fair and open competition.

No governmental entity allows any bid to be "altered" after the opening of bids. This is clear in the SC Consolidated Procurement Code of Laws ("you may not change your bid after opening") and the Federal Acquisition Regulation ("conditions of the tender are not altered after opening of price bids"). This is patent to the doctrine of transparency and fairness.

However, the SC Consolidated Procurement Code of Laws allows for negotiating with the lowest responsive and responsible bidder(s) as per the following provisions in Title 11, Chapter 35. These are established industry practices that provide Richland County a better price without allowing vendors to alter pricing. Richland County Procurement always utilizes negotiation(s) with the lowest responsive and responsible bidder to every extent allowed by law.

Invitation For Bid - Section 11-35-1520 – item # (10)

“Award” – “Before the posting of the award, the procuring agency may negotiate with the lowest responsive and responsible bidder to lower his bid within the scope of the invitation for bids.”

RFP – Request for Proposals – Section 11-35-1530 – item # (8)

“Negotiations” – “Whether price was an evaluation factor or not, the procurement officer, in his sole discretion and not subject to review under Article 17, may proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

(a) negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the procurement officer, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the procurement officer in his sole discretion;

(b) during the negotiation process as outlined in item (a) above, if the procurement officer is unsuccessful in his first round of negotiations, he may reopen negotiations with any offeror with whom he previously negotiated; or

(c) the procurement officer may make changes within the general scope of the request for proposals and may provide all responsive offerors an opportunity to submit their best and final offers”.

Again, allowing vendors to alter their bids after they have been submitted violates the basic principles of Procurement - fair and open competition. Bids must be opened publicly, thus prices are then publicly known.

In addition to negotiating with the lowest responsive and responsible bidder(s), as Richland County currently does, another option is to have a local preference policy. While neither Greenville nor Lexington Counties have a local preference policy in their procurement process, Charleston County and the City of Columbia do have a 5% local preference policy. The Charleston County preference applies to all formal solicitations while the City of Columbia may not apply the preference in some instances, such as any solicitation being funded by the SCDOT “C” Program is not eligible. The State of South Carolina has a 7% “Resident Vendor Preference.” Currently, only 11 states offer a “Resident Vendor Preference” as it potentially appears to restrict competition. Oftentimes, vendors outside the “local” area tend to skip submitting proposals for solicitations because it may be viewed as restricting competition.

Local preference takes several forms; the most prevalent form is the percentage preference. For the purposes of this discussion, "local vendor / business" uses the same definition as the County’s Small Local Business Enterprise Program:

Local Business – a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Richland County could implement a 5% local preference that mirrors Charleston County and the City of Columbia. This would be a clear indication of Richland County’s good faith effort to ensure Richland County businesses are allowed a competitive advantage in the County’s bid processes.

If a bidder is requesting the local preference, the bidder, upon request of the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference. A bidder's failure to provide this information promptly is grounds to deny the preference. When evaluating pricing for purposes of making an award determination, the procurement officer shall decrease a bidder's price by five percent if the bidder meets the local criteria defined herein. Whether award is to be made by item or lot, the preferences must be applied to the price of each line item of end product or work, as applicable. A preference must not be applied to an item for which a bidder does not qualify.

If a bidder is requesting this preference, the bidder, upon request by the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference and must identify the persons domiciled in Richland County that will perform the services involved in the procurement upon which the bidder relies in qualifying for the preference and the services those individuals are to perform.

A business is not entitled to any preferences unless the business, to the extent required by law, has: (1) paid all taxes assessed by Richland County, the State of South Carolina, and (2) registered with Richland County, the South Carolina Secretary of State and the South Carolina Department of Revenue.

The preference will not apply to a single unit of an item with a price in excess of fifty thousand dollars or a single award with a total potential value in excess of five hundred thousand dollars. The preference will not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds fifty thousand dollars or the total potential price of the bidder's work exceeds five hundred thousand dollars. This preference does not apply to an acquisition of motor vehicles as defined in Section 56-15-10 of the SC Code of Laws or an acquisition of supplies or services relating to construction. Further, in line with our SLBE ordinance, this price preference "would not apply if the award to the local business would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County's budgeted price for the contract."

Richland County's solicitations must provide potential bidders an opportunity to request the 5% local business preference. By submitting a bid and requesting the 5% local business preference be applied to that bid, a business certifies that its bid qualifies for the preference for that procurement. A bidder is not qualified for a preference unless the bidder makes a request for the preference as required in the solicitation. The applicability of the preference to that procurement is conclusively determined by the solicitation. If two or more bidders are tied after the application of the preferences allowed by this section, the tie must be resolved by the flip of a coin witnessed by the procurement officer. All responding vendors must be invited to attend. Price adjustments required for purposes of evaluation and application of the preferences do not change the actual price offered by the bidder.

Please note that a local preference does not take into account the "size" of a business. A local preference would apply to a business making \$10,000 a year, as well as to one making \$10,000,000 a year, as well as one with 1 employee, or 1,000 employees, as long as it met the criteria established herein.

Further, the McNair Law Firm recently advised Council on the issue of local preference in Executive Session on October 7, 2014. Please take into account the legal advice provided by McNair as you deliberate this matter.

As always, any projects containing federal funds will not be allowed a local preference.

C. Financial Impact

At this time, the financial impact of a 5% (or any other percentage determined by Council) local preference policy is unknown. However, Council should note that contracts may be awarded at a 5% greater cost if the local preference is enacted, which will have a financial impact.

D. Alternatives

1. Approve a 5% local preference policy for Richland County as per the criteria described herein.
2. Approve another percentage amount local preference policy for Richland County as per the criteria described herein.
3. Do not approve a local preference policy for Richland County at this time.

E. Recommendation

This is a policy decision of Council.

Recommended by: Norman Jackson Department: County Council Date: September 16, 2014

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated above, this is a policy decision for Council.

Procurement

Reviewed by: Cheryl Patrick

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council. Procurement will support Council's directive with regards to this item.

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal will defer to Procurement on these issues. Keeping in mind legal advice already received on concept, it is Council's discretion whether to pursue any local preference.

Administration

Reviewed by: Roxanne Ancheta

Date: October 24, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends Alternative 1 - Approve a 5% local preference policy for Richland County as per the criteria described herein. This would be a clear indication of Richland County's good faith effort to ensure Richland County businesses are allowed a competitive advantage in the County's bid processes. Council should note that contracts may be awarded at a 5% greater cost if the local preference is enacted, which will have a financial impact.

Richland County Council Request of Action

Subject

Employee Benefits Package Comparison [**PAGES 220-230**]

Notes

October 28, 2014 - The Committee recommended that Council send this item to the January 2015 Council Retreat for consideration and action.

Richland County Council Request of Action

Subject: Employee Benefits Package Comparison

A. Purpose

Staff has provided the requested information regarding the employee benefits provided by the State of South Carolina and the County. Staff is submitting this information to Council for review. As it pertains to the information provided in this Request of Action, Staff is requesting direction as to how Council would like to proceed at this time.

B. Background / Discussion

At the October 7, 2014 Council meeting, Mr. Jackson brought forth the following motion:

“Review and compare the County employees benefit package to the State's to improve benefits, so as to attract and retain more quality employees. (i.e. longevity rewards and appreciation)”

The table below provides a comparison of the benefits provided by the County versus the benefits provided by the State of South Carolina.

Advanced Sick Leave	
County	State
The County provides the opportunity for Regular full-time employees (FTE) with a serious medical condition who have used all of their accrued sick and annual leave the opportunity to borrow sick leave. The maximum amount of allowable sick leave that can be advanced is 24 work days.	Advanced sick leave may be provided upon extenuating circumstances, Human Resources may advance up to fifteen days of additional sick leave upon concurrence from the Office/Division.
Military Leave	
County	State
An employee of Richland County who is required to be absent for military duty will be granted leave and reemployment rights as required by all applicable state and federal laws.	All officers and employees of this State or a political subdivision of this State who are either enlisted or commissioned members of the South Carolina National Guard, the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, or the United States Coast Guard Reserve are entitled to leaves of absence from their respective duties without loss of pay, time, or efficiency rating.
Jury Duty	
County	State
Employees who work in Regular, full-time positions are entitled to a paid leave of absence for their regular rate of pay on all work days during which he/she is required to appear in any court to serve as a juror.	Any employee in a full-time equivalent who is summoned as a member of a jury panel shall be granted court leave with pay, and any jury fees and travel payment shall be retained by the employee.
Bereavement Leave	
County	State

An employee will be paid for time actually lost from straight time scheduled work up to 3 days of funeral leave due to attendance at the funeral of a member of his immediate family.	Paid leave for up to three consecutive workdays may be granted for a regular employee for the death of any member of the employee's immediate family.
Family and Medical Leave Act (FMLA)	
County	State
Employees who meet the length of service and hours worked requirement have rights under the Family and Medical Leave Act.	Any employee of the State who meets the length of service/hours requirements may request leave under the Family and Medical Leave Act.
Catastrophic Leave	
County	State
The Catastrophic Leave Program is a voluntary program that allows eligible employees to donate a portion of their accrued annual leave and sick leave to assist other eligible employees who are experiencing a catastrophic illness and/or injury.	The State's Leave Transfer Program consists of annual and sick leave donations made by State employees for use by other employees who qualify as recipients and are approved.
Group Insurance	
County	State
The County currently pays the premium cost for group health, dental and life insurance for each Regular full-time employee. A breakdown of the monthly premiums is attached.	Department employees may take advantage of insurance benefits offered by the SC Office of Insurance Services. Employees may choose between three different plans. A breakdown of the monthly premiums for each plan is attached.
Unemployment Insurance	
County	State
The County participates in the SC unemployment insurance program through the SC Department of Employment and Workforce which assists employees who are out of work through no fault of their own.	All employees are covered under the SC unemployment insurance program which is administered through the SC Department of Employment and Workforce. The program pays claims for persons who are out of work through no fault of their own.
Supplemental Insurance	
County	State
County employees have the option of purchasing Short Term Disability and/or Long-Term Disability coverage that pays an employee a benefit for each week that the employee is unable to work because of a covered sickness or injury.	Employees are able to purchase supplemental insurance. However, employees covered by the State Health Plan or an HMO automatically have long-term disability insurance administered by the SC Retirement System.
Employee Assistance Program	
County	State
The County provides an Employee Assistance Program (EAP) to motivate employees to seek professional help for personal problems before they affect job performance, to refer employees to qualified treatment resources, and to retain valued employees as a result of continued or re-stored job performance.	Through the SC Public Employee Benefit Authority (PEBA), employees have access to a variety of resources to assist with personal issues, including lifestyle change programs and wellness education.
Longevity Performance Bonus Pay	

County	State
<p>All Regular, full-time employees are eligible for Longevity Bonus Pay after they have been employed in a Regular, full-time position with the County, for a continuous minimum period of five (5) complete years, as of July 1st.</p> <p>While the County doesn't provide "bonuses" per se, the County has, in the past, offered market rate pay adjustments, and in the case of FY 15, will offer a one-time 1.5% payment to applicable employees.</p>	<p>The Longevity Salary Increase Program was discontinued in 1986. Individuals awarded longevity increases prior to the discontinuance of the program will continue to receive such previously awarded increases until termination of employment with State government. However, all employees in full time equivalent positions are eligible to receive bonuses. Employees earning \$100,000 or more are not eligible to receive bonuses. Bonuses cannot exceed \$3,000 per employee in a fiscal year. Employees may receive more than one bonus in a fiscal year as long as the total amount of bonuses does not exceed \$3,000.</p>
Overtime Compensation	
County	State
<p>Non-exempt employees, with the exception of law enforcement personnel, receive overtime premiums at 1.5 times their regular rate for all hours worked in excess of 40. Law enforcement personnel receive overtime premiums after 85 hours in 14 days. Employees who are exempt from overtime receive a salary that compensates them for all hours worked in the workweek. Such employees do not receive overtime pay or compensatory time off. However, the Department Head may, in his/her sole discretion, grant additional paid time off to exempt employees who have worked unusual amounts of time in excess of the normal schedule (not to exceed 7.5 hours per week), but no exempt employee has a right to such additional paid time off. There is no payment for compensatory time upon termination.</p>	<p>Overtime is all hours worked in excess of 40 in a seven (7) consecutive day work period. A non-exempt employee shall be paid no less than one and one-half (1 1/2) times his/her regular rate of pay for all hours worked over 40 in a workweek or granted compensatory time at a rate of one and one-half (1 1/2) hours for each hour of overtime worked. Non-exempt employees, who have a scheduled workweek of 37.5 hours, shall not receive additional compensation or compensatory time for hours worked between 37.5 and 40.0 hours per workweek. The requirements that overtime pay must be paid or compensatory time granted to nonexempt employees after 40 hours of work in a workweek shall not be waived by agreement between the supervisor and the employee.</p>
Rewards and Recognition	
County	State
<p>The different departments within the County implement recognition and award programs for County employees. The amount of funds that go towards purchasing awards for employees are regulated by State Law and cannot exceed \$50.</p>	<p>Each agency can develop recognition programs that meet its needs. Sections 8-1-180 and 8-11-180 of the South Carolina Code of Laws allow State agencies and institutions to spend public funds on employee recognition. There is a \$50 limit on the amount that can be spent on each employee per award. The 2013-2014 Appropriation Act, Section 117.16, provides authority to fund employee award programs.</p>
Observed Holidays	
County	State
<ol style="list-style-type: none"> 1. New Year's Day 2. Martin Luther King, Jr. 3. President's Day 4. Memorial Day 	<ol style="list-style-type: none"> 1. New Year's Day 2. Martin Luther King, Jr. Day 3. President's Day 4. Confederate Memorial Day

5. Independence Day 6. Labor Day 7. Veteran’s Day 8. Thanksgiving Holiday (includes day after Thanksgiving) 9. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)
12 Total Holidays

5. National Memorial Day 6. Independence Day 7. Labor Day 8. Veterans Day 9. Thanksgiving Day (includes day after Thanksgiving) 10. Christmas Holiday (includes Christmas Eve, Christmas Day, and Day after Christmas)
13 Total Holidays

Annual (Vacation) Leave Accrual Schedule

County		
Below is the Annual Leave Schedule for FTEs:		
75 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.
0-10 years	75	10
11-20 years	112.5	15
21 or more years	150	20
85 Hr. Work Schedule	Hours Accrued per Yr.	Days per Yr.
0-10 years	85	10
11-20 years	127.5	15
21 or more years	170	20

State	
Below is the Annual Leave Schedule for FTEs:	
37.5 and 40 Hr. Weekly Work Schedule	Days per Year
0-10 years	15
11 years	16.25
12 years	17.50
13 years	18.75
14 years	20.00
15 years	21.25
16 years	22.50
17 years	23.75
18 years	25.00
19 years	26.25
20 years	27.50
21 years	28.75
22 and over	30.00
<p>Full-time employees earn one and one quarter (1 1/4) days of annual leave per month based on the average number of hours in the employee’s workday. In addition, employees with more than ten years of service shall earn an additional one and one quarter (1 1/4) days per year for each year of continuous State service in excess of ten years. The number of annual leave hours that may be earned in any one calendar year shall not exceed 30 days.</p>	

Sick Leave Accrual Schedule

County

State

Below is the Sick Leave Schedule for FTEs.

Work Schedule	Hours Accrued per Yr.	Days per Yr.
75 Hr. Work Schedule	90	12
85 Hr. Work Schedule	102	12

Below is the Sick Leave Schedule for FTEs

Work Schedule	Days per Year
37.5 and 40 Hr. work week	15

All employees in FTE positions shall earn sick leave beginning with the date of employment at the rate of one and one-fourth workdays per month of service or 15 days per year.

Retirement

County

The County's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All Regular, full-time County employees must participate in the Retirement System as a condition of employment, unless participation is specifically excluded by legislation.

State

The State's retirement benefits, contributions and procedures are governed by state laws covering the South Carolina Retirement System. All regular employees of the State are members of the South Carolina Retirement System. Deductions made from each paycheck are matched by the State.

Workers' Compensation

County

County employees are covered by workers' compensation for on-the-job injuries. Benefits are governed by state law and not set by the County. Employees must report immediately any on-the-job injury, regardless of severity, to his/her supervisor.

State

In the event of an accidental injury arising out of and in the course of employment with the State, workers are covered under Workers' Compensation.

Teleworking

County

Richland County recognizes the majority of County employees work at County offices and facilities during designated work hours, generally 8:30 a.m. – 5:00 p.m. Monday through Friday. However, there may be times when it is beneficial to the County and the employee to have other options. Richland County recognizes that teleworking may be an alternative work arrangement in certain circumstances and encourages supervisors to give employees' teleworking proposals consideration when mutually beneficial to the County and the employee. However, no employee is entitled to this alternative work arrangement or to the continuation of such arrangement.

State

Telecommuting is a flexible work arrangement that allows an employee to work from home or in the field with their home as the primary site. Telecommuting is a management option and not a universal employee benefit or right. It is the Agency's option to allow an employee to telecommute.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

County

Employees covered by the County's group health, dental, and/or Section 125 health care flexible spending accounts have a right to choose continuation coverage of group health, dental, and Section 125 plans, if coverage is lost because of a reduction in hours of employment or separation from employment (for reasons other than gross

State

Employees have the right to extend their group health and/or dental coverage for employees and dependents who would otherwise lose the coverage due to a qualifying event.

misconduct on the employee's part).	
Section 125 (aka Flexible Benefits Plan)	
County	State
The County currently provides Section 125 plans to employees in Regular, full-time positions in order to allow eligible employees to pay for certain benefits pre-tax. The terms of such plans are governed by the respective plan documents and federal law not by the County. The County is not responsible for changes to benefits and may discontinue any or all plans at any time.	Employees may participate in the State's flexible benefits program, MoneyPlu\$. The program uses pre-tax dollars to pay for the state's insurance premiums, dependent care and non-covered medical expenses.
Deferred Compensation (aka 401k)	
County	State
The County provides a voluntary pre-tax retirement program administered by the State of South Carolina Deferred Compensation Office which is designed to enable employees to supplement their retirement financially by using a tax-deferred program as provided by law.	The South Carolina Deferred Compensation Program (SCDCP) offers 401(k) and 457 savings plans, both of which have a Roth option.
Training and Development	
County	State
The County provides training and development opportunities to develop, augment, and encourage continuous improvement of skills for current positions and/or the potential for possible future positions. The County also has a Tuition Assistance Plan to take advantage of educational opportunities that will help them in professional development and help position them to take advantage of promotional opportunities with the County.	The State provides certification and training programs. Also, the State provides tuition assistance. The State's Tuition Assistance Program provides employees the opportunity to further their education to develop a workforce that can better meet the needs of the Agency in accomplishing its mission.
Life Insurance	
County	State
The County provides \$50,000 in life insurance for each employee free of charge, along with a life benefit paid by the County in the amount of the employee's salary after one year of employment and being enrolled in the Public Employee Benefit Authority (PEBA). Additionally, the County offers an option for supplemental life insurance, up to \$300,000, which is paid by the employee.	Employees covered by the State Health Plan or an HMO automatically have \$3,000 of life insurance administered by the S.C. Retirement System.

C. Legislative / Chronological History

There is no legislative or chronological history other than the stated motion.

D. Financial Impact

There is no financial impact to the County with this request. However, if Council chooses to match some of these benefits to that of the State (i.e., adding an additional holiday; increasing sick / vacation accruals), there will be a financial impact. Council is requested to provide direction to staff so that staff can generate the financial impact of each proposed revision.

E. Alternatives

At this time, Staff is requesting direction regarding the information provided in this Request of Action.

F. Recommendation

This recommendation was made by Mr. Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson

Department: County Council

Date: 10/7/14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 10/15/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation supports Council accepting information and providing staff direction as requested.

Human Resources

Reviewed by: Dwight Hanna

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The Director has received the most comments from employees about two benefits. One common comment or suggestion relates to earning three weeks of annual leave after five years of employment with Richland County. The other benefit the Director has had the most feedback on is a County funded disability benefit. While not stated as a disability benefit, currently the County’s Advanced Sick Leave and the Leave Pool combine to work very much like a disability benefit.

In addition to the State of SC, RCG employees frequently use the City of Columbia and Lexington County as benchmarks for comparison.

Human Resources thinks it is important to consider a comprehensive view of benefits commonly referred to as total compensation (benefits, compensation, and work life balance) when benchmarking benefits. There can be a value in employers developing a benefits or total compensation strategy (i.e. lead, match, or lag) when benchmarking benefits. Because by developing a strategy that establishes an agreed upon clear guiding goal for staff.

LegalReviewed by: Elizabeth McLean

Date: 10/23/14

 Recommend Council approval Recommend Council denial

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

AdministrationReviewed by: Roxanne Ancheta

Date: October 24, 2014

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: At this time, Staff is requesting direction regarding the information provided in this Request of Action. As noted, the County offers a wide range of benefits to its employees.

The four areas where the County and State appear to predominantly differ are in the areas of accrued leave, holidays, health insurance, and life insurance. State employees accrue leave at a higher rate than County employees; State employees have one additional holiday than County employees; County employees (employee only) pay \$0 for health insurance (assuming they meet the wellness criteria), while State employees must pay a premium, regardless; and County employees receive a \$50,000 life insurance benefit free of charge, while State employees receive \$3,000 free of charge.

Please note that any enrichment to the currently provided benefits *will* have a financial impact.

Also, as the Human Resources Director pointed out, it may be best to have a comprehensive review of the County's benefits, versus comparing the County to one entity.

Richland County – Monthly Insurance Premiums for Active Subscribers

Employee Contributions

Medical Rates – Cigna October 1, 2014 – September 30, 2015*			
Health Insurance Option 1: PPO	Monthly Rate Employee Cost	Monthly Rate Employer Cost	Total Monthly Premium
Employee Only	\$50.00*	\$486.37	\$536.37
Employee / Child(ren)	\$249.69*	\$608.50	\$858.19
Employee / Spouse	\$459.32*	\$733.04	\$1192.36
Employee / Family	\$614.03*	\$823.34	\$1437.37

*Note: Premiums include employee's contribution for health insurance without wellness incentives. If you do not complete all goals of the Wellness Incentive Program by the specified deadline, your monthly portion of the healthcare premium is noted above. If you do complete the goals by the deadline, then the monthly rate of the employee portion will decrease by \$50 each month, or \$25 a pay period.

Dental Rates – Delta Dental of Missouri October 1, 2014 – September 30, 2015*			
Dental Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
Employee Only	\$ 0.00	\$26.96	\$26.96
Employee / Child(ren)	\$32.00	\$26.96	\$58.96
Employee / Spouse	\$30.87	\$26.96	\$57.83
Employee / Family	\$46.83	\$26.96	\$73.79

Dependent Life Insurance Rates – Cigna October 1, 2014 – September 30, 2015*			
Life Insurance	Monthly Rate Employee Cost	Monthly Rate County Cost	Total Monthly Premium
\$5,000 Spouse / \$5,000 Child(ren)	\$1.00	\$0	100% Employee Paid
\$10,000 Spouse / \$10,000 Child(ren)	\$2.00	\$0	100% Employee Paid

*Please note, payroll deductions will begin September 12, 2014. Plan year effective date is October 1, 2014. If you have any questions, please email Human Resources at openenrollment@rcgov.us.

State of South Carolina – Monthly Insurance Premiums for Active Subscribers

2015 Monthly Insurance Premiums for Active Subscribers

EMPLOYER				
	Health	Dental	Life	LTD
Subscriber Only	344.58	11.72	.34	3.22
Subscriber/Spouse	682.54	11.72	.34	3.22
Subscriber/Child	528.88	11.72	.34	3.22
Full Family	854.58	11.72	.34	3.22

HEALTH EMPLOYEE			
	Savings	Standard	Tricare
Subscriber Only	9.70	97.68	62.50
Subscriber/Spouse	77.40	253.36	121.50
Subscriber/Child	20.48	143.86	121.50
Full Family	113.00	306.56	162.50

TOBACCO SURCHARGE	
Single Coverage	40.00
Non-Single Coverage	60.00

DENTAL EMPLOYEE		
	Basic	Plus
Subscriber Only	0.00	24.58
Subscriber/Spouse	7.64	49.66
Subscriber/Child	13.72	57.26
Full Family	21.34	74.22

VISION	
Subscriber Only	7.00
Subscriber/Spouse	14.00
Subscriber/Child	14.98
Full Family	21.98

DEPENDENT LIFE	
15,000	1.24

SUPPLEMENTAL LTD		
AGE	90 DAY	180 DAY
< 31	0.00063	0.00050
31 – 40	0.00088	0.00067
41 – 50	0.00175	0.00133
51 – 60	0.00352	0.00270
61 – 65	0.00423	0.00325
> 65	0.00517	0.00397

- | STEPS TO CALCULATE SLTD MONTHLY PREMIUM |
|------------------------------------------------------------------|
| 1. Always select floating decimal (F) on your calculator. |
| 2. Divide gross annual salary by 12 to determine monthly salary. |
| 3. Multiply monthly salary by rate factor from table. |
| 4. Drop digits to right of 2 decimal places; do not round. |
| 5. If number is even, this is the monthly premium. |
| 6. If number is odd, add .01, this is the monthly premium. |

Richland County Council Request of Action

Subject

Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC LLC), and other matters related thereto **[PAGES 231-236]**

Notes

First Reading: September 9, 2014
Second Reading: September 16, 2014
Third Reading:
Public Hearing:

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

ORDINANCE AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN FAIRFIELD COUNTY, SOUTH CAROLINA AND RICHLAND COUNTY, SOUTH CAROLINA, IN ORDER TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN PROPERTY LOCATED IN FAIRFIELD COUNTY (ENOR CORPORATION SC LLC), AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the "County") and Fairfield County, South Carolina ("Fairfield County"), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), have jointly developed the I-77 Corridor Regional Industrial Park (the "Park"); and

WHEREAS, on April 15, 2003, the County and Fairfield County entered into a Master Agreement Governing the I-77 Corridor Regional Industrial Park (the "Master Agreement"), the provisions of which govern the operation of the Park; and

WHEREAS, Fairfield County has negotiated certain property tax incentives with Enor Corporation SC LLC and its affiliates, (collectively, "Company") relating to the Company's anticipated investment in Fairfield County ("Project");

WHEREAS, a portion of the incentives offered to the Company include locating the property comprising the Project, as more particularly described in the attached Exhibit A (the "Property"), in the Park;

WHEREAS, pursuant to the terms of the Master Agreement, Fairfield County has authorized an expansion of the boundaries of the Park to include the Project in the Park and requested the County to authorize the expansion of the boundaries of the Park to include the Property; and

WHEREAS, the County now desires to authorize an expansion of the boundaries of the Park to include the Property.

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

Section 1. There is hereby authorized an expansion of the Park boundaries to include the Project as described on Exhibit A attached hereto. The Chairman of the County Council, or the Vice Chairman in the absence of the Chairman, the County Administrator, and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Park Agreement, the expansion shall be complete upon the adoption of this Ordinance by the County and a companion ordinance by the Fairfield County Council. The County agrees to include the Project in the Park, or another joint county industrial and business park for at least the period of time in which the 2014 fee in lieu of tax agreement between the Company and Fairfield County is in effect.

Section 2. The provisions of this Ordinance are hereby declared to be separable, and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be

invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

Section 3. All orders, resolutions, ordinances, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed, and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this ____ day of _____, 2014.

**RICHLAND COUNTY,
SOUTH CAROLINA**

Signature: _____

Name: Norman Jackson

Title: Chairman of County Council

EXHIBIT A

**PROPERTY TO BE ADDED TO THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK
BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FAIRFIELD COUNTY, SOUTH
CAROLINA DATED APRIL 15, 2003**

Approximately 13.79 acres in Fairfield County, South Carolina, being commonly referred to as the Ruff & Tuff property, #1 Quality Lane, Winnsboro, South Carolina, Fairfield County Tax Map # 145-03-02-015-000.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department **[PAGES 237-254]**

Notes

First Reading: September 16, 2014

Second Reading: October 21, 2014

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; DIVISION 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; SO AS TO CHANGE OVERALL MANAGEMENT OF THE PROGRAM TO THE OFFICE OF SMALL BUSINESS OPPORTUNITY; AND AMENDING CHAPTER 2, ADMINISTRATION; ARTICLE V; COUNTY DEPARTMENTS; DIVISION 5A, OFFICE OF SMALL BUSINESS OPPORTUNITY; SO AS TO CREATE TWO DIVISIONS WITHIN THE DEPARTMENT.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; is hereby amended to read as follows:

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT
REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors.

Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement OSBO or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement the OSBO for the County, (including a representative of the Procurement Department and a representative of the end-user agency,) and chaired by the Director of Procurement the OSBO, that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement the OSBO may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder's intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder's commitment to comply with SLBE Program goals as established by the Director of Procurement the OSBO or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County's SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – non-construction, non-architectural, and non-engineering services that are other than Professional Services, and such “other” services that do not require any license or highly specialized training and credentials to perform.

[Office of Small Business Opportunity – the department of the County responsible for management of the SLBE Program.](#)

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than

twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive - a firm's bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm's total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “Small Business Enterprise” and a “Local Business Enterprise.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor's intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the ~~Procurement Department OSBO~~ for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County's Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule of Size Standard Eligibility Requirements – a document, separate and apart from this ordinance, adopted by the Richland County Council, which defines the SLBE size standard eligibility requirements, in number of employees and annual gross revenue dollars, applicable to the SLBE Program. The size standards shall be reviewed not less than annually and adjusted periodically by the Richland County Council to meet changes in market conditions.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be

reviewed and approved by the Director of OSBO and the Director of Procurement before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) - a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the size standard limitations as adopted and periodically amended in the SLBE Schedule of Size Standard Eligibility Requirements. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department OSBO as an SLBE.

Small Local Business Enterprise (“SLBE”) – ~~A~~ Local Business Enterprise that is also a Small Business Enterprise.†

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating

through race- and gender-neutral means, any disparities in the participation of minority business enterprises or women business enterprises on County contracts.

2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;

3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;

4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of ~~Procurement~~ the OSBO shall determine the size of each GSC that is to be chaired by the ~~Procurement~~ OSBO Director. The ~~Procurement OSBO~~ Director shall ~~also~~ appoint the ~~remaining~~ members of the GSC, will work in conjunction with the Procurement Director to select from the County’s ~~p~~Procurement personnel, and will work with other County departments affected by this Program; and

5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the ~~Procurement~~ OSBO Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;

3. Have substantive input, in conjunction with the Procurement Department, in a contract specification review process to be undertaken in advance of the issuance of County’s RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;

4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and

5. Monitor and support the implementation of the rules under this Program, and where appropriate, make recommendations to the County Administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the County Council.

(c) At a minimum, each Goal Setting Committee shall:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;

2. Develop the SLBE goal setting methodology to be implemented by the Director of ~~Procurement~~ the OSBO on a contract-by-contract basis; and

3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (*SLBE*) with the ~~Procurement~~ OSBO Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;

2. It meets size standard eligibility requirements for Small Business Enterprises as adopted and periodically amended in the SLBE Schedule of Size Standard Eligibility Requirements.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not

be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement OSBO Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

3. The firm is a Local Business Enterprise as defined in this division with a Principal Place of Business or Significant Employee Presence in Richland County, SC as defined herein;

4. The firm has established its Principal Place of Business or Significant Employee Presence in Richland County for at least one year prior to seeking certification as an SLBE; and

5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement the OSBO or designated Procurement OSBO Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement the OSBO stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement OSBO Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement the OSBO or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Procurement OSBO Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating ~~that~~ it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with SLBE criteria as specified above in Sec. 2-641 (a)(1), (a)(3) and (a)(4);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement the OSBO for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria. The OSBO will notify the Procurement Department when an SLBE firm's eligibility is revoked;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement the OSBO if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not

otherwise be entitled. The OSBO will notify the Procurement Department when an SLBE firm's eligibility is revoked;

5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm. The OSBO will notify the Procurement Department when an Emerging SLBE firm graduates;

6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million. The OSBO will notify the Procurement Department when an Emerging SLBE firm graduates; and

7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of ~~Procurement~~ the OSBO for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status. The OSBO will notify the Procurement Department when an SLBE firm is temporarily suspended.

(b) The Director of ~~Procurement~~ the OSBO shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an Emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of ~~Procurement~~ the OSBO, or designee (other than the Director of ~~Procurement~~ the OSBO), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County, in conjunction with the ~~appropriate Contract Officer Procurement Department~~ and the Director of ~~Procurement~~ the OSBO, may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. *Bonding and Insurance Waiver:* The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. *Price Preferences:* The County may award a contract to an SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County’s budgeted price for the contract.

3. *Evaluation Preferences:* The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners

a. For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” below:

POINT EVALUATION TABLE

10 Points for SLBE Participation	20 Points for SLBE Participation
> 51% = 10 points	> 51% = 20 points
> 45% = 7 points	> 45% = 17 points
> 40% = 6 points	> 40% = 16 points
> 35% = 5 points	> 35% = 14 points
> 30% = 4 points	> 30% = 12 points
> 25% = 3 points	> 25% = 10 points
> 20% = 2 points	> 20% = 8 points
> 15% = 1 points	> 15% = 6 points
	> 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following schedule, which is most often used by Architectural & Engineering:

Points Awarded		% of Participation Criteria
5.0	51-100	Proposals by registered SLBE owned and/or controlled firms
4.0	36 – 50	Majority prime with registered SLBE participation
3.0	30 – 35	Majority prime with registered SLBE participation
2.0	24 – 29	Majority prime with registered SLBE participation
0	0 – 23	Less than the goal for registered SLBE participation

4. *Mandatory Subcontracting:*

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or Emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the Mandatory Subcontracting goal for that contract.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of ~~Procurement~~ the OSBO for good cause by submitting the SLBE Unavailability Certification form to the Director of ~~Procurement~~ the OSBO at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of ~~Procurement~~ the OSBO. The Director of ~~Procurement~~ the OSBO shall base his or her determination on a waiver request on the following criteria:

(1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;

(2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and

(3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of ~~Procurement~~ the OSBO, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive. The OSBO will notify the Procurement Department of the issuance of a waiver to a Prime Contractor.

e. In the absence of a waiver granted by the Director of ~~Procurement~~ the OSBO, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law. The OSBO will notify the Procurement Department of the determination of the failure of a Prime Contractor to attain a mandatory subcontracting goal.

f. A Prime Contractor is required to notify and obtain written approval from the Director of ~~Procurement~~ the OSBO in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County. The OSBO will notify the Procurement Department of the reduction in scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor.

5. *Sheltered Market:*

a. The Director of the OSBO, in conjunction with the Director of Procurement, and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of OSBO, in conjunction with the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the ~~County's Contracting Officer~~ Director of the OSBO and

Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. *Competitive Business Development Demonstration Project:*

a. With the concurrence of the Director of the OSBO, in conjunction with the Director of Procurement, the ~~appropriate~~ County ~~Contracting Officer~~ may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of OSBO, in conjunction with the Director of Procurement, shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of ~~Procurement~~ the OSBO or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual basis, the Director of ~~Procurement~~ the OSBO or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 5A, Office of Small Business Opportunity; Section 2-232, is hereby amended to read as follows:

Sec. 2-232. Creation; director; divisions.

There is hereby created the department of the Office of Small Business Opportunity (OSBO) and the position of director of the OSBO. The director shall be appointed by and report to the county administrator, and his/her term of office shall be at the pleasure of the county administrator. The director of the OSBO shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.

The department shall be divided under the director of the Office of Small Business Opportunity into the following functional divisions:

(1) SLBE Division. This division shall manage and administer the SLBE Program (see Section 2-639 et. seq.).

(2) Business Development Division. This division shall manage the Business Development Program and any other programs or functions assigned to the Division by the county administrator or county council.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

Attest this _____ day of _____, 2014.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Blue Atlantic Columbia, LLC, previously identified as Project Peak; and other related matters **[PAGES 255-272]**

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO BLUE ATLANTIC COLUMBIA, LLC, PREVIOUSLY IDENTIFIED AS PROJECT PEAK; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under 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 (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Blue Atlantic Columbia, LLC, a limited liability company organized and existing under the laws of Delaware previously identified as Project Peak (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments on the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, ORDAINS:

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: September 16, 2014
Second Reading: November 18, 2014
Public Hearing: November 18, 2014
Third Reading: [_____] , 2014

EXHIBIT A
PROPERTY DESCRIPTION

Parcel 1

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

Parcel 2

All that tract, parcel or block of land, with all buildings and other improvements thereon, located in the block surrounded by Harden, Gervais, Laurens and Lady Streets, in the City of Columbia, County of Richland, State of South Carolina, excepting therefrom only the lot located at the Southwest corner of Harden and Lady Streets, being the Northeast corner of said block, measuring One Hundred Four and three tenths (104.3') feet on Harden Street (East) and measuring One Hundred Thirty Three and five tenths (133.5') feet on Lady Street (North) and measuring One Hundred Thirty and four tenths (130.4') feet on its Southern side and One Hundred Four and five tenths (104.5') feet on its Western side, and including all other lands and lots located in said block.

ALSO LESS AND EXCEPTING:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

Parcel 3

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown on a plat prepared for Almeta Gilbert Tilley, by Barber, Keels and Associates, Engineers, dated January 6, 1954, said lot being bounded and measuring as follows: On the North by Lady Street whereon it measures One Hundred Thirty-three and 5/10 (133.5') feet, more or less; on the East by a strip lying between said lot and Harden Street whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less; on the South by property now formerly of Burnside whereon it measures One Hundred Thirty and 4/10 (130.4') feet, more or less; and on the West by property now formerly of Able whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less. This property is presently known as 1239 Harden Street.

EXHIBIT B
FORM OF CREDIT AGREEMENT

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

BLUE ATLANTIC COLUMBIA, LLC

Effective as of _____, 2014

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of [____], 2014 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Blue Atlantic Columbia, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. [____] dated [____], 2014 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. [____] dated [____], 2014, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County makes the following representations:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;

(c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;

(e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and

(f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

(a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and

(b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. Termination.

Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Facility pursuant to the terms of this Agreement.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all claims by or on behalf of any person arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(c) An Indemnified Party may not avail itself of the indemnification provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street (29204) Post Office Box 192 Columbia, South Carolina 29202
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with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company:

Blue Atlantic Columbia, LLC
Attn: Jeff Githens
[_____]
[_____]

with a copy to
(does not constitute notice):

Nexsen Pruet, LLC
Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys’ fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement’s Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that

would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Blue Atlantic Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

BLUE ATLANTIC COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF SITE

Parcel 1

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

Parcel 2

All that tract, parcel or block of land, with all buildings and other improvements thereon, located in the block surrounded by Harden, Gervais, Laurens and Lady Streets, in the City of Columbia, County of Richland, State of South Carolina, excepting therefrom only the lot located at the Southwest corner of Harden and Lady Streets, being the Northeast corner of said block, measuring One Hundred Four and three tenths (104.3') feet on Harden Street (East) and measuring One Hundred Thirty Three and five tenths (133.5') feet on Lady Street (North) and measuring One Hundred Thirty and four tenths (130.4') feet on its Southern side and One Hundred Four and five tenths (104.5') feet on its Western side, and including all other lands and lots located in said block.

ALSO LESS AND EXCEPTING:

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Parcel 3

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown on a plat prepared for Almeta Gilbert Tilley, by Barber, Keels and Associates, Engineers, dated January 6, 1954, said lot being bounded and measuring as follows: On the North by Lady Street whereon it measures One Hundred Thirty-three and 5/10 (133.5') feet, more or less; on the East by a strip lying between said lot and Harden Street whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less; on the South by property now formerly of Burnside whereon it measures One Hundred Thirty and 4/10 (130.4') feet, more or less; and on the West by property now formerly of Able whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less. This property is presently known as 1239 Harden Street.

Richland County Council Request of Action

Subject

Authorizing the execution and delivery of an amendment to the fee agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters **[PAGES 273-325]**

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND ARUM COMPOSITES, LLC ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A NEW EFFECTIVE DATE AND MILLAGE RATE; AND OTHER 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 Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“Act”), to (i) enter into agreements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) covenant with such industry to accept certain payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment;

WHEREAS, pursuant to the Act, the County and Arum Composites, LLC, a company authorized to do business in the State of South Carolina, along with its affiliates and assigns (collectively, “Company”) entered into a “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, with respect to the Company’s investment in the County (“Project”), as amended by the First Amendment to the Fee Agreement, effective December 6, 2011 (“First Amendment,” collectively “Fee Agreement”);

WHEREAS, under the First Amendment, Company and County agreed to, among other things, amend the effective date of the Fee Agreement to December 6, 2011;

WHEREAS, the Act requires the Company to place the Project in service no later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (the “Commencement Date”), which Commencement Date following execution of the First Amendment is December 31, 2014;

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2014, and requests the County to amend the effective date of the Fee Agreement to extend the Commencement Date to December 31, 2015;

WHEREAS, the Act permits the County and the Company to amend the Fee Agreement; and

WHEREAS, in consideration of the extension of the Commencement Date, the Company agrees to amend the Fee Agreement to amend the effective millage rate to be 512.9.

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

Section 1. Authorization to Execute and Deliver Second Amendment to Fee Agreement. The Chair of County Council, or in the Chair’s absence, the Vice-Chair, is authorized and directed to execute and deliver, and the Clerk to County Council is authorized and directed to attest the same, an amendment to the Fee Agreement (“Second Amendment”), which Second Amendment (i) amends the effective date of the Fee Agreement to November 20, 2012, thereby extending the Commencement Date until December 31, 2015; and (ii) revises the effective millage rate to 512.9. The Second Amendment is attached to this

Ordinance as Exhibit A in substantially final form, with such changes as may be required or deemed appropriate by the Chair, or Vice-Chair in the Chair's absence, with the advice of counsel.

Section 2. *Further Acts.* The Chair, or the Vice-Chair in the Chair's absence, and the Clerk to County Council are authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the intent and delivery of the Second Amendment.

Section 3. *General Repealer.* The County Council repeals any part of any ordinance or resolution that conflicts with any part of this Ordinance.

Section 4. *Severability.* Should any part, provision, or term of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Ordinance or any part, provision or term thereof, all of which is deemed separable.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chairman of County Council

ATTEST:

S. Monique McDaniels, Clerk to County Council

READINGS:

First Reading:	October 21, 2014
Second Reading:	November 18, 2014
Public Hearing:	December 2, 2014
Third Reading:	December 2, 2014

EXHIBIT A
SECOND AMENDMENT TO THE FEE AGREEMENT

SECOND AMENDMENT TO THE FEE AGREEMENT

This Second Amendment to the Fee Agreement (“Second Amendment”) is effective December 2, 2014, between Richland County, South Carolina (“County”), a body politic and corporate and political subdivision of the State of South Carolina, and Arum Composites, LLC, a company qualified to do business in the State of South Carolina, its affiliates and assigns (collectively, “Company”).

WHEREAS, each capitalized term not defined in this Second Amendment has the meaning as provided in the “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, a copy of which is attached as Exhibit A, as amended by that certain First Amendment to the Fee Agreement, by and between County and Company, with an effective date of December 6, 2011 (the “First Amendment”), a copy of which is attached as Exhibit B (collectively, the “Fee Agreement”) and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”), and terms not otherwise defined herein shall have the meanings assigned to them in the Fee Agreement;

WHEREAS, under the First Amendment, Company and County agreed to, among other things, amend the effective date of the Fee Agreement to December 6, 2011;

WHEREAS, the Act requires the Company to place the Project in service no later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (the “Commencement Date”), which Commencement Date following execution of the First Amendment is December 31, 2014;

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2014, and requests the County to amend the effective date of the Fee Agreement to extend the Commencement Date to December 31, 2015;

WHEREAS, the County and the Company now desire to amend the Fee Agreement to extend the Commencement Date to December 31, 2015 and make any conforming changes necessary to the Fee Agreement;

WHEREAS, by the County’s Ordinance No. [REDACTED], enacted December 2, 2014, the County authorized the execution and delivery of this Second Amendment; and

WHEREAS, the County and the Company now desire to enter this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Second Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. Fee Agreement Amendments. The County and the Company amend the Fee Agreement as follows:

(a) *Effective Date*. The effective date of the Fee Agreement November 20, 2012.

(b) *Effective Millage Rate*. Section 5.01(b)(ii)(2) is hereby amended to provide for a fixed millage rate of 512.9 to be applicable for the duration of the Fee Agreement.

(c) *Commencement Date*. For purposes of the Act, the Commencement Date for the Project shall not be later than December 31, 2015.

2. Remainder of Fee Agreement. Except as described in this Second Amendment's Section 1, the Fee Agreement remains unchanged and in full force.

3. Severability. If any provision of this Second Amendment is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

4. Counterparts. This Second Amendment may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Second Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this Second Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chairman of County Council

ATTEST:

S. Monique McDaniels, Clerk to County Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Second Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this Second Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

ARUM COMPOSITES, LLC

BY:
ITS:

EXHIBIT A
“FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT”
DATED AS OF FEBRUARY 1, 2008

EXHIBIT B
“FIRST AMENDMENT TO THE FEE AGREEMENT”

FIRST AMENDMENT TO THE FEE AGREEMENT

This First Amendment to the Fee Agreement ("First Amendment") is effective December 6, 2011, between Richland County, South Carolina ("County"), a body politic and corporate and political subdivision of the State of South Carolina, and Arum Composites, LLC, a company qualified to do business in the State of South Carolina, its affiliates and assigns (collectively, "Company").

WHEREAS, each capitalized term not defined in this First Amendment has the meaning as provided in the "Fee-in-Lieu of Tax and Incentive Agreement," dated as of February 1, 2008, a copy of which is attached as Exhibit A ("Fee Agreement"), and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended ("Act"), and terms not otherwise defined herein shall have the meanings assigned to them in the Fee Agreement;

WHEREAS, the Act requires the Company to place Economic Development Property in service not later than the date that must not be later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (i.e. no later than December 31, 2011) ("Commencement Date"); and

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2011;

WHEREAS, the County and the Company now desire to amend the Fee Agreement to extend the Commencement Date to December 31, 2014 and make any conforming changes necessary to the Fee Agreement;

WHEREAS, by the County's Ordinance No. 067-11HR, enacted December 6, 2011, the County authorized the execution and delivery of this First Amendment; and

WHEREAS, the County and the Company now desire to enter this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. Fee Agreement Amendments. The County and the Company amend the Fee Agreement as follows:

(a) *Effective Date*. The effective date of the Fee Agreement shall be the date of the First Amendment.

(b) *Effective Millage Rate*. Section 5.01(b)(ii)(2) is hereby amended to provide for a fixed millage rate of 461.2 to be applicable for the duration of the Fee Agreement.

(c) *Commencement Date*. For purposes of the Act, the commencement date for the Project shall not be later than December 31, 2014.

2. Remainder of Fee Agreement. Except as described in this First Amendment's Section 1, the Fee Agreement remains unchanged and in full force.

3. Severability. If any provision of this First Amendment is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

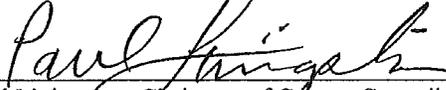
enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

4. Counterparts. This First Amendment may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

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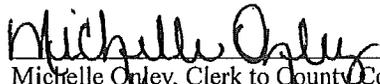
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA



Paul Livingston, Chairman of County Council

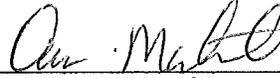
ATTEST:



Michelle Ouley, Clerk to County Council

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

Arum Composites, LLC



BY: Dan Martinelli

ITS: Manager

4-January 2012

~~VBA~~
Approved
Z

Execution Copy

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

ARUM COMPOSITES, LLC

Dated as of February 1, 2008

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS	3
Section 1.01 Definitions.....	3
Section 1.02 References to Agreement.....	6
 ARTICLE II REPRESENTATIONS AND WARRANTIES.....	 8
Section 2.01 Representations and Warranties by the County.....	8
Section 2.02 Representations and Warranties by the Company.....	8
 ARTICLE III CERTAIN UNDERTAKINGS OF THE COUNTY	 10
Section 3.01 Agreement to Accept FILOT Payments	10
Section 3.02 Special Source Credits	10
Section 3.03 Related Undertakings.....	11
 ARTICLE IV INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION.....	 12
Section 4.01 Acquisition and Development of Project.....	12
Section 4.02 Maintenance of Project	12
Section 4.03 Modification of Project.....	13
Section 4.04 Funding for Special Source Improvements.....	13
 ARTICLE V FILOT PAYMENTS.....	 14
Section 5.01 FILOT Payments.....	14
 ARTICLE VI PAYMENT OF EXPENSES BY COMPANY.....	 18
Section 6.01 Payment of Administration Expenses.....	18
Section 6.02 Indemnification	18
Section 6.03 Defaulted Payments	19
 ARTICLE VII PARTICULAR COVENANTS AND AGREEMENTS	 20
Section 7.01 Use of Project for Lawful Activities.....	20
Section 7.02 Maintenance of Existence.....	20
Section 7.03 Records and Reports	20
 ARTICLE VIII CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES	 22
Section 8.01 Conveyance of Liens and Interests: Assignment.....	22
Section 8.02 Sponsors and Sponsor Affiliates.....	22

ARTICLE IX TERM; TERMINATION	24
Section 9.01 Term	24
Section 9.02 Termination.....	24
 ARTICLE X EVENTS OF DEFAULT AND REMEDIES	 25
Section 10.01 Events of Default by the Company.....	25
Section 10.02 Remedies on Event of Default by the Company.....	25
Section 10.03 Application of Monies upon Enforcement of Remedies against Company	25
Section 10.04 Default by the County.....	26
 ARTICLE XI MISCELLANEOUS	 27
Section 11.01 Rights and Remedies Cumulative.....	27
Section 11.02 Successors and Assigns.....	27
Section 11.03 Notices; Demands; Requests.....	27
Section 11.04 Applicable Law.....	28
Section 11.05 Entire Understanding	28
Section 11.06 Severability	28
Section 11.07 Headings and Table of Contents: References	28
Section 11.08 Multiple Counterparts	29
Section 11.09 Amendments	29
Section 11.10 Waiver	29
Section 11.11 Further Proceedings	29
Section 11.12 Limited Obligation of the County with Respect to Project.....	29
 EXHIBIT A Legal Description.....	 A-1
EXHIBIT B-1 Annual Special Source Credit Certification.....	B-1-1
EXHIBIT B-2 Aggregate Investment Certification	B-2-1

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement"), dated as of February 1, 2008, between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and ARUM COMPOSITES, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 thereof (the "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 in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties ("Economic Development Property") within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such Economic Development Property; (ii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for qualifying expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company plans a significant investment within the jurisdiction of the County through the acquisition of certain land and the construction, equipping and furnishing of certain facilities to be used primarily for commercial services (the "Project"), and the Company anticipates that, should its plans proceed as expected, it will invest a minimum of \$600,000,000 in conjunction with the Project and within the County; and

WHEREAS, such projected investment will qualify the Project as an enhanced investment or "super-fee" under the FILOT Act (an "Enhanced Investment"), which entitles the Company to (i) an extended minimum investment period of eight (8) years (the "Statutory Investment Period") to reach the applicable minimum investment, if any, under Section 12-44-30(7) of the FILOT Act, and (ii) an additional five (5) years beyond the Statutory Investment Period to complete the Project if the Company does not anticipate completing the Project within the Statutory Investment Period and the Company applies to the County for an extension and the County thereby agrees to such an extension (the "Extended Investment Period").

WHEREAS, the County has determined that the Project will subserve the purposes of the Act; the Company is a Project Sponsor and the Project constitutes Economic Development Property and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County adopted a Resolution on November 20, 2007, pursuant to which the County agreed to negotiate in good faith a FILOT agreement, subject to approval by ordinance of the County Council; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Company, and ratified all prior actions taken with respect to the Project (including the inducement documents in the name of "Project Y") pursuant to an Ordinance enacted on December 18, 2007; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

[Article I follows on next page]

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, collectively, the FILOT Act, the Multi-County Park Act and the Special Source Act, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Company an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Corporate Affiliate of the Company, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising apart of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Company has not identified any Sponsor, Sponsor Affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Company*” shall mean ARUM COMPOSITES, LLC, a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 7.02** or **8.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder, or owner of the Company.

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

"Council" shall mean the governing body of the County.

"Deficiency Payment" shall have the meaning specified in Section 5.01(e) hereof.

"Department of Revenue" shall mean the South Carolina Department of Revenue.

"Economic Development Property" shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property.

"Event of Default" shall mean an Event of Default, as set forth in Section 10.01 hereof.

"Existing Property" shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

"FILOT" shall mean fee in lieu of *ad valorem* property taxes.

"FILOT Act" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"FILOT Payments" or "FILOT Revenues" shall mean the payments to be made by the Company pursuant to Section 5.01 hereof.

"Investment Period" shall mean the period for completion of the Project, which shall be equal to the Statutory Investment Period unless hereinafter extended by Resolution of the Council; provided that there shall be no extension of the period for meeting the Minimum Investment Requirement beyond the Statutory Investment Period, all determined as specified in Section 12-44-30(13) of the Code.

“*Land*” shall mean the land upon which the Project would be constructed, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Investment Requirement*” shall mean investment in the Project within the County by any one of the Company or any Sponsor or Sponsor Affiliate of not less than \$600,000,000 prior to the end of the Statutory Investment Period.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Multi-County Park Agreement*” shall mean that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended, supplemented, or replaced from time to time.

“*Multi-County Park Fee*” shall mean the fees payable by the County to Fairfield County, South Carolina, or any successor thereto under the Multi-County Park Agreement.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the FILOT Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, the period ending on December 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 4.03** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

"Special Source Act" shall mean Section 4-1-175 of the Code, as amended through the date hereof.

"Special Source Credits" shall mean the credits described in **Section 3.03** hereof.

"Special Source Improvements" shall mean any qualifying infrastructure defined under Section 4-29-68 of the Code, as amended through the date hereof, and shall be deemed to include initially, for purposes of this Agreement, the Land, the buildings, fixtures and other real property improvements on the Land and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investor directly or through lease payments.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 8.03** hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the statutory investment requirements are met.

"State" shall mean the State of South Carolina.

"Statutory Investment Period" shall mean the period commencing on the date of the first expenditures with respect to the Project and ending eight (8) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be placed in service in the Property Tax Year ending on December 31, 2008, the end of the Statutory Investment Period would be December 31, 2016.

"Term" shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02 References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement, the Negotiated FILOT Payments and Special Source Credit arrangements as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly

authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 of each year, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) If the Company elects to go forward with the Project, the Company and/or one or more Corporate Affiliates will operate the Project primarily for the purpose of commercial services and be entitled to all the rights and benefits provided hereunder.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Company to consider locating the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

Section 3.02 Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements pursuant to **Section 4.04** hereof, the County agrees that the Company shall be entitled to claim annual Special Source Credits in amounts equal to 27% of its annual FILOT payments during the Terms of this Agreement, subject to adjustment as provided herein, all in accordance with the Special Source Act. In no event shall the aggregate amount of the Special Source Credits exceed the amount heretofore or hereafter expended by the Company or any Co-Investor with respect to Special Source Improvements relating to the Property. The Company shall claim such Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its FILOT Payment, an Annual Special Source Credit Certification (substantially in the form of Exhibit B-1 hereto) showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits. The amount of such Special Source Credit, after confirmation by the County and the County's agreement therewith, shall be deducted by the County from its annual FILOT bill.

(b) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, IF ANY, HEREUNDER WITH RESPECT TO THE PROJECT.

(c) If investment in the Project does not aggregate \$600,000,000 or more by the end of the Statutory Investment Period, the County reserves the right to terminate or adjust the Special Source Credits. The County may exercise such option to terminate or adjust the Special Source Credits at any time following the date that is the earliest of (i) the date the Company files with the County Administrator and the County Auditor, an Annual Aggregate Investment Certification (substantially in the form of Exhibit B-2 hereto) stating whether the aggregate investment in the Project has or has not reached, or is not anticipated to reach, \$600,000,000 by the end of the Statutory Investment Period, or (ii) the final day of the Statutory Investment Period. The Company shall file such Annual Aggregate Investment Certification at such time it files its Annual Special Source Credit Certificate. Such Annual Aggregate Investment Certification and Annual Special Source Credit Certificate shall be sent by way of regular mail delivery to the County Administrator and the County Auditor.

Section 3.03 Related Undertakings.

(a) The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein. The County will be responsible for payment of the Multi-County Park Fee in accordance with the terms of the Multi-County Park Agreement.

(b) The County hereby agrees to use its best efforts to pursue and assist the Company in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Company in obtaining necessary permits required for the Project.

[End of Article III]

ARTICLE IV

INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Company agrees that in order to fully qualify for the benefits of this Agreement it must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Company in its sole discretion, and to expend or cause to be expended upon the Cost of the Project not less than \$600,000,000 or to the end of the Investment Period; provided, however, that the benefits provided to the Company under this Agreement shall be subject to adjustment or termination as provided in Sections 3.02 and 5.01 hereof if the aggregate investment in the Project does not reach the levels specified therein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the FILOT Act, the Minimum Investment Requirement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investor pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) To encourage the Company to increase its investment in the Project, if the investment in the Project reaches at least \$600,000,000 by the end of the Statutory Investment Period and the Company commits to additional investment in the Project, upon the Company's written request, the County, acting by Resolution, will consider extension of the period for completion of the Project for up to an additional five years (the "Extended Investment Period") (such Statutory Investment Period or Extended Investment Period, as the case may be, referred to herein as the "Investment Period"); provided, however, that there shall be no extension of the period for meeting the Minimum Investment Requirement beyond the Statutory Investment Period.

(d) The Company and/or its designated Co-Investor shall retain title to the Project throughout the Term of this Agreement, and the Company and any such Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transaction as the Company deems suitable.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the Company's rights under Section 4.03 hereof, the Company at its own expense will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exist hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may during the Investment Period, at its own expense, add all such real and personal property as the Company in its discretion deems useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Company in its discretion determines that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Company sells, leases, or otherwise disposes of any portion of, the Land to a third party that is not a Co-Investor, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement. If the Company adds any real property to the Land, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property effected under the provisions of this Agreement shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payment as specified in **Section 5.01**.

Section 4.04 Funding for Special Source Improvements. Company hereby agrees to provide funding for the Special Source Improvements related to the acquisition and construction of the Project.

[End of Article IV]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Company designates any Sponsor or Sponsor Affiliates pursuant to **Section 8.03** hereof, the Company must notify the County in writing at the time of such designation as to whether the Company or the Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments and other obligations due hereunder.

(b) The Company elects to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to paragraph (j) below for failure to meet or maintain the Minimum Investment Requirement and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to 30 years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of 30 years, up to an aggregate of 38 years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of 43 years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 4%; (2) a millage rate of 388.7, which is the millage rate applicable in the County as of June 30, 2007 for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Company adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon the Company's installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject

to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty-year period applicable to the Released Property.

(ii) The Company shall maintain records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the Released Property.

(e) In the event that, for any reason, the FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f) If the Company fails to invest at least \$600,000,000 in the Project within the Statutory Investment Period but invests at least \$100,000,000 in the Project within five years from the end of the property tax year in which this Agreement is executed, the Negotiated FILOT shall be adjusted such that it is calculated for all succeeding tax years based on a 6% assessment ratio. With respect to all tax years for which the Company has paid a Negotiated FILOT calculated using a 4% assessment ratio, the Company shall pay to the County, within 30 days of receipt of written notice requesting payment, the difference between the FILOT Payments theretofore actually paid and the FILOT Payments that would have been paid based on a six percent (6%) assessment ratio, with such difference being subject to interest as provided in Section 12-54-25(D) of the Code, and the Statutory Investment Period shall be revised to five (5) years.

(g) If the Company fails to maintain its investment at the level of \$100,000,000 (without regard to depreciation) for the duration of this Agreement, the County reserves the right to terminate this Agreement retroactively. If the County terminates this Agreement retroactively, the Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable with respect to such property within 30 days of the County provided written notice to the Company of such Deficiency Payment. To the extent necessary to collect a Deficiency Payment under this clause (ii) due to failure to maintain a \$100,000,000 investment, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(h) In the event that the Company's investment in the Project reaches the Minimum Investment Requirement but, based on original income tax basis without regard to depreciation falls below the Minimum Investment Requirement, the Company shall make FILOT payments for the Project based on a 6% assessment ratio prospectively for the remainder of the term of this Agreement.

(i) In accordance with the provisions of **Sections 4.01(b)** and **8.03** hereof except for Existing Property, the fair market value of all property utilized by the Company at the Project site, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(j) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Company of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of Article V]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Company will pay the County's attorneys' fees incurred to date in an amount not to exceed \$15,000. Thereafter, the Company will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any Person arising from the County's performance of its obligations under this Agreement. If such claim shall be made against any Indemnified Party, then subject to the provisions of paragraph (b) below, the Company shall defend them in any such action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company shall not be required to indemnify any Person against any claim or liability (i) occasioned by acts of such Person which are unrelated to the performance of the County's obligations hereunder; (ii) resulting from such Person's own negligence, bad faith, fraud, deceit or willful misconduct; (iii) for which the Company was not given the reasonable opportunity to contest; or (iv) to the extent such claim or liability is covered by insurance pertaining to the loss sustained. An Indemnified Party may not avail itself of the indemnification provided in this Section 6.02 unless it provides the Company with prompt notice of the existence or threat of any such claim or liability, including without limitation copies of any citations, orders, fines, charges, remediation requests or other claims or threats of claims, in order to afford the Company reasonable time in which to defend against such claim. Upon such notice, the Company shall resist or defend against any such claim, action or proceeding at its expense, using counsel of its choice. The Company shall be entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Parties; provided that the Company shall not be entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of such Indemnified Party. To the extent that any Indemnified Party desires to use separate counsel for any reason other than a conflict of interest, such Indemnified Party shall be responsible for its independent legal fees.

Section 6.03 Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

[End of Article VI]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is the Company or an Corporate Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents). The resulting, surviving or transferee entity, if not the Company, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of the Company under this Agreement. The Company acknowledges that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.03 Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project and in Special Source Improvements, and its computations of all Negotiated FILOT Payments and Special Source Credits and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Administrator, County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Administrator, County Auditor and the County Assessor of the County and of any county which is a party to the Multi County Park Agreement and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate. Notwithstanding any other provision of this

Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

[End of Article VII]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests: Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any of its Corporate Affiliates or operates such assets for the Company or any of its Corporate Affiliates or is leasing such Economic Development Property in question from the Company or any of its Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of the Company, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Company, transferee or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Company to designate from time to time Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Company or other Persons described in **Section 8.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of

Sections 12-44-30(18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Investment Requirement at the Project prior to the end of the Statutory Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof in accordance with Section 12-44-30(18) of the Code. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate so designated within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of Article VIII]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. The County may elect to terminate this Agreement if the Company fails to meet and maintain a minimum investment of \$100,000,000, and if the Agreement is terminated, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01 hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01 hereof. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination.

[End of Article IX]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within 30 days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

The Company's failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01 and 5.01** hereof.

Section 10.02 Remedies on Event of Default by the Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than 60 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the Company's FILOT Payment obligations hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to

pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of Article X]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 8.03** hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Attn.: J. Milton Pope, Administrator

(b) with a copy (which shall not constitute notice) to:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204

(c) As to the Company:

ARUM COMPOSITES, LLC
c/o Corporation Service Company
2711 Centerville Road, Suite 300
PMB 811
Wilmington, Delaware 19808

(d) with a copy (which shall not constitute notice) to:

Larry D. Estridge, Esq.
Womble Carlyle Sandridge & Rice, PLLC
Post Office Box 10208
Greenville, South Carolina 29603-0208
Phone: 864-255-5401
Fax: 864-255-5481
Email: lestridge@wcsr.com

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and 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 Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

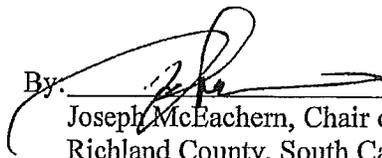
Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

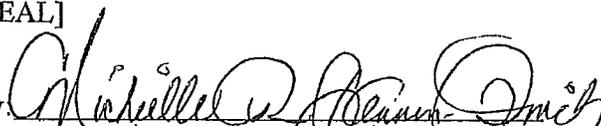
[End of Article XI]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

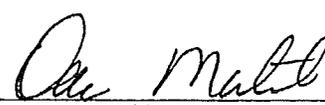
By: 
Joseph McEachern, Chair of County Council
Richland County, South Carolina

[SEAL]

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

Date: 02/21, 2008

ARUM COMPOSITES, LLC

By: 
Name: Dan Martinelli
Its: Manager

Date: 08 February, 2008



EXHIBIT A

LEGAL DESCRIPTION

Firetower Parcel

That tract of land in Richland County, South Carolina, being shown and designated as "Firetower I-77 Partners Parcel 1" containing 171.180 acres on ALTA/ACSM Land Title Survey, Project-Arum Composites, LLC prepared by B.P. Barber & Associates, Inc., dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1061 at page 807, together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

City of Columbia Parcel

That tract of land in Richland County, South Carolina, being shown and designated as "City of Columbia Parcel 2" containing 294.788 acres on ALTA/ACSM Land Title Survey, Project-Arum Composites, LLC prepared by B.P. Barber & Associates, Inc., dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1061 at page 807, together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

Exhibit A-1

COL 73900v4

EXHIBIT B-1

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2008 (the "Agreement") between ARUM COMPOSITES, LLC (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which the Company and any Co-Investors must have invested an aggregate of at least \$600,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b) below, as applicable:

(a) The Statutory Investment Period has not yet elapsed. To date, the Company and all Co-Investors have invested in the aggregate \$ _____ (without regard to depreciation) in the Project, and the Company anticipates that investment in the Project will aggregate at least \$600,000,000 prior to the end of the Statutory Investment Period.

or

(b) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period.]

3. The Company is entitled to claim Special Source Credits against its annual Personal Property FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT payment due on January 15, 200[___].

4. The Company and all Co-Investors have to date expended in the aggregate (without regard to depreciation) not less than \$_____ upon Special Source Improvements ("Reimbursable Costs"), and the Company has heretofore claimed an aggregate of \$_____ in Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Special Source Credits ("Unreimbursed Costs").

5. The invoice for FILOT payments for tax year _____ provided to the Company by the County Auditor specifies that the FILOT payment due on January 15, _____ is \$_____.

6. The Company is entitled to a Special Source Credit calculated as follows:

Exhibit B-1-1

7. The sum of the Allowable Credit calculated in paragraph 6 hereof (\$____) plus aggregate Prior Credits (\$____) is \$____, and such sum does not exceed the total Reimbursable Costs of \$____ as set forth in paragraph 4 hereof, all as specified in accordance with **Section 3.02** of the Agreement.

8. The amount due from the County to the Company on January 15, 20[] as a Special Source Credit is \$____. The Company has deducted such amount from the FILOT Payment accompanying this certificate.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the ____ day of _____, 20__.

ARUM COMPOSITES, LLC

By: _____
Its: _____

EXHIBIT B-2

ANNUAL AGGREGATE INVESTMENT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2008 (the "Agreement") between ARUM COMPOSITES, LLC (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which, the Company and any Co-Investors must have invested an aggregate of at least \$600,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[].

2. [Insert either (a) or (b) below, as applicable:

(a) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period. In accordance with **Section 3.02** of the Agreement, the Company is entitled to claim Special Source Credits against its annual Personal Property FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the Personal Property FILOT Payment due on January 15, 200[].

or

(b) As of the end of the Statutory Investment Period, the Company and all Co-Investors invested in the aggregate less than \$600,000,000 (without regard to depreciation) in the Project [or, if applicable, as of the date hereof, the Company does not anticipate that investment in the Project will aggregate at least \$600,000,000 prior to the end of the Statutory Investment Period]. To date, the Company has claimed an aggregate of \$ _____ in Special Source Credits. In accordance with **Section 3.02** of the Agreement, the County has the right to terminate or adjust the Special Source Credits under such circumstances.]

Exhibit B-2-1

COL 73900v4

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the _____
day of _____, 20____.

ARUM COMPOSITES, LLC

By: _____
Its: _____

Richland County Council Request of Action

Subject

Professional Services / Airport Work Authorizations 6 & 7 [PAGES 326-336]

Notes

October 28, 2014 - The Committee recommended that Council authorize executing Work Authorization 6 for \$382,100.00 and Work Authorization 7 for \$55,000. Work Authorization 6 provides the services for the redesign and rebidding of a single project for the extension of Taxiway 'A' into two separate project phases that will be constructed over a multi-year period. Additionally, Work Authorization 6 includes the administration and construction inspection of the initial phase of the project (Phase I). Work Authorization 7 provides the services for the easement acquisition associated with both the Taxiway 'A' extension and the airspace surrounding the airport. The services for Work Authorizations 6 and 7 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Airport Work Authorizations 6 & 7

A. Purpose

County Council is requested to approve two Work Authorizations (WAs) for professional services with WK Dickson & Company, Inc of Columbia, SC for the following at the Jim Hamilton – LB Owens Airport (CUB):

- ➔ Redesign / rebidding of a single project for the extension of Taxiway ‘A’ into two separate project phases (WA 6);
- ➔ Construction inspection and administration of Phase I (WA 6);
- ➔ Continuation of land and aviation easement acquisition services (WA 7);

Please note that there are three other Requests of Action related to this ROA.

B. Background / Discussion

The single project for the construction of the extension to Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) was advertised for bid this summer. However, only two contractors submitted bids and they both exceeded the engineer’s estimate by over 100%. An award could not be made due to the lowest bid greatly exceeding the anticipated amount of the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant. The bids were rejected and no award was recommended.

Based on consultation with the staffs of the FAA and our Airport Consultant, WK Dickson & Company, Inc, it was decided that redesigning the single project into two project phases to be constructed over a multi-year / multi-grant period was an appropriate approach.

Work Authorization 6 (WA 6) provides the services for this redesign and rebidding (as well as any ancillary permit modifications and additional work that was necessary for the FEMA Letter of Map Revision (LOMR) associated with this project). It also provides for construction inspection and administration of Phase I.

Work Authorization 7 (WA 7) provides the services for continued land and aviation easement acquisition associated with both the Taxiway ‘A’ extension as well as the airspace surrounding the airport. This work was started and partially completed under a previous consultant in earlier grants. This will permit the continuation of this work and the close out of the older FAA AIP grants.

Copies of the consultant’s Work Authorizations are contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request:

- February 2011 Airport Master Plan approved
- June 2012 Master Agreement with WK Dickson & Company, Incorporated awarded
- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)

D. Financial Impact

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

Work Authorization 6 (WA 6)

Federal (FAA)	90%	\$343,890	AIP Grant accepted
State (SCAC)	5%	\$ 19,105	SCAC Grant approved
Local (RC)	5%	<u>\$ 19,105</u>	Included in the FY15 airport budget
 Total	 100%	 \$382,100	

Work Authorization 7 (WA 7)

Federal (FAA)	90%	\$ 49,500	AIP Grant accepted
State (SCAC)	5%	\$ 2,750	SCAC Grant approved
Local (RC)	5%	<u>\$ 2,750</u>	Included in the FY15 airport budget
 Total	 100%	 \$ 55,000	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport capital budget.

E. Alternatives

1. Approve the request to authorize executing Work Authorizations 6 & 7 for the professional services described herein and further described in detail in the enclosures to this document. This will permit the enhancement airport safety and compliance with FAA-recommended design standards.
2. Do not approve the request to authorize executing
3. Work Authorizations 6 & 7 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit the enhancement airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to authorize executing Work Authorizations 6 & 7 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Christopher S. Eversmann, PE, AAE
 Department: Airport
 Date: October 9, 2014

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. The work authorization states that the original Contract Documents will be revised to split the project into two phases. Those documents have not been attached, so Legal will defer to Procurement’s opinion of the appropriateness of such a contract change.

Administration

Reviewed by: Sparty Hammett

Date: 10/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

WORK AUTHORIZATION NO. 6

September 29, 2014

FOR:

BASIC CONTRACT FOR PROFESSIONAL SERVICES

TAXIWAY "A" EXTENSION RE-DESIGNS, BID PHASE AND CONSTRUCTION PHASE SERVICES

Project Overview

The initial Bidding of the complete Taxiway "A" Extension Project (June 19, 2014) showed that it would be best to divide the Taxiway "A" Project into two (2) distinct Phases. The original Project Plans will be re-packaged, re-designed as necessary, and re-bid. Phase 1 will include select clearing, grubbing, fencing and the construction of Taxiway Delta. Phase 2 will be re-designed to eliminate or greatly reduce the need for a waterway by-pass and the design of remaining elements to complete the Taxiway "A" Extension project. These changes will require that the CONSULTANT plan for a temporary threshold relocation during construction.

The OWNER wishes to construct the following improvements at the Jim Hamilton – L.B. Owens Airport, hereinafter referred to as the PROJECT. The PROJECT will include the following:

Scope of Services

I. CONSULTANT will revise the existing Contract Documents into two (2) distinct phases.

Phase 1. Re-Package as Phase 1 to include, at a minimum, the following construction elements:

- A. Project Development Phase:
 - CONSULTANT to coordinate with the OWNER, FAA and SCAC concerning repackaging and altering grant application request for 2014. Grant request will include other elements for the Fiscal Year 2014 application such as design and construction of mitigation measures.
 - CONSULTANT to amend Fiscal Year 2015 pre-applications and assist OWNER on coordination with funding agencies.

- B. Phase 1 Re-Design:
 - Tree Clearing and Grubbing of the newly acquired property (for the purpose of preparing a future Lay-Down Area) and the clearing of Devil's Ditch, including the removal of refuse and disposed construction debris. Devil's Ditch will not be grubbed.
 - Select Permanent and Temporary Fencing (primarily wire mesh fabric, per FAA standards where necessary).
 - Existing Fencing removal and Demolition.
 - The Construction of Taxiway Delta, including lighting and striping.
 - Improvements associated with the Runway 31 Safety Area of the Airfield, located to the south of the approach end of Runway 31 and adjacent to the existing runway safety area. These improvements will consist of repair and rehabilitation of existing large rills and washes along the edge of the existing

runway safety area. Select Airfield Grading and the construction of a retaining wall on the airfield, to abate erosion and to improve maintenance efficiency.

- Improvement of the existing ditch at the end of Plowden Street (new design item).
- SCDHEC required Erosion Control, Seeding and Mulching, Compost Blanket application, etc.
- Preparation of Contract Documents.
- Services During Bidding

C. Construction Administration/Construction Observation:

- Engineering services for Construction Administration and Construction Observation of Phase 1 Improvements.
- Conduct Pre-Construction, weekly and monthly project meetings.
- Administer the project during construction.

NOTE: The completion of Phase 1 construction will leave CUB with the following Improvements:

- Newly acquired parcels: cleared, grubbed and seeded.
- A significant reduction in Transitional Surface Obstructions.
- Newly constructed Taxiway Delta.
- Improved Airfield Maintenance and Erosion/Settlement Control outside of and adjacent to the RW31 End Safety Area.

A completed Phase 1 will allow potential Phase 2 Contractors to clearly see the Phase 2 jobsite, which should allow for better pricing of Phase 2.

II. The CONSULTANT will revise the existing Construction Plans to reflect a completion of Phase 1 improvements, and to prepare Phase 2 Construction Documents for Bidding.

Phase 2. The CONSULTANT will re-design the Taxiway Extension project utilizing a temporary threshold relocation, which will allow the Construction Plans to depict an alternative method for by-passing the flow in Devil's Ditch and allow construction of the culvert conveyance on a different geometry.

Therefore, the CONSULTANT will Re-Design the project and Re-Package it as Phase 2 to include, at a minimum, the following elements:

A. Project Development Phase

- CONSULTANT to meet with suppliers and contractors to analyze and determine factors driving escalated costs in the original June 2014 Bid.
- CONSULTANT to coordinate with the OWNER, FAA and SCAC concerning repackaging and altering grant application request for 2014. Grant request will include other elements for the Fiscal Year 2014 application such as design and construction of mitigation measures.
- CONSULTANT to amend Fiscal Year 2015 pre-applications and assist OWNER on coordination with funding agencies.

B. Phase 2 (Final Phase) Re-Design

- The required 21' diameter culvert, including wing-walls and headwalls.

- A revised SCDHEC Land Disturbance Permit for Construction Activities for the taxiway extension, depicting the major change in design.
- Temporary displacement of the Runway Threshold.
- The ultimate diversion of the water-flow to this newly constructed culvert.
- The back-filling of the existing Devil's Ditch section now conveyed by this culvert.
- Completion of permanent Security fencing and the 12 foot privacy fence for the Columbia Gardens apartment complex.
- Installation of required Landscaping.
- Temporary/Existing Fencing removal and Demolition.
- The Construction of the extension of Taxiway "A" and the adjoining by-pass Taxiway, including lighting and striping.
- Construction of select retaining walls.
- SCDHEC required Erosion Control, Seeding and Mulching, Compost Blanket application, and other erosion appurtenances.
- Services during Bidding.

Assumptions/Exceptions

This WORK AUTHORIZATION does not provide for any assistance or coordination related to additional land acquisition or landowner coordination meetings, nor does it include any Phase 2 services associated with construction administration and observation. This WORK AUTHORIZATION does not provide for any revisions to the approved FONSI or Environmental Assessment. These services can be provided as an additional service or under a separate work authorization, as requested, if needed.

DELIVERABLES

Deliverables include Plans, Specifications and Contract Documents for Phase 1 and Phase 2.

III. Administrative Costs, Coordination and Funding Assistance.

Includes past and future Administrative Costs, such as Permit Fees, Advertising Costs, etc.

IV. Additional Stormwater Modeling and Land Surveying Costs

FEMA Permitting required Stormwater Modeling in addition to the Modeling described in WK Dickson's original Work Authorization No. 1. A Letter of Map Revisions (LOMR) was prepared and submitted in order to bring the City of Columbia and Richland County into FEMA compliance, due to numerous projects that had occurred and were never updated to reflect airfield construction completed in the early 1980's. Bringing these conditions into compliance was necessary in order to establish a pre-project baseline model which was then used to evaluate the impacts of the Airport's proposed improvements. In order to achieve this expanded Modeling, additional Surveying work was also necessary.

In order to be able to complete the Modeling effort, the CONSULTANT discovered an anomaly within this tributary that was neither foreseen nor reflected in the existing models retrieved from FEMA and the U.S. Army Corps of Engineers (Corps). The CONSULTANT discovered a "split flow" at the existing Norfolk Southern Railroad (RR) tracks that overflowed the tracks. This anomaly created a unique situation that was deemed "highly

unusual" by FEMA's consultants. This anomaly caused unforeseen modeling and coordination efforts required of CONSULTANT'S staff to complete the LOMR application. Additional surveying was required, outside the Basin initially outlined in the CONSULTANT'S original scope of services. The survey effort included additional cross-sections and the retrieval of finished floor elevations of a significant number of houses at the request of FEMA reviewers.

This WORK AUTHORIZATION authorizes the ENGINEER to provide the professional services described. The schedule of services to be provided and fees include:

SPECIAL SERVICES

I.	Phase 1		
A.	Project Development Phase <i>(Includes Phase Formulation, Coordination & Funding Assistance)</i>	Lump Sum	\$15,500.00
B.	1. Phase 1 Additional Design, Plan & Specification Re-Packaging	Lump Sum	\$42,200.00
	2. Phase I Bidding	Lump Sum	\$9,160.00
C.	1. Construction Administration	Lump Sum	\$41,740.00
	2. Construction Observation	Hourly, Estimated	\$96,000.00
	3. QA Soils and Materials Testing	Lump Sum	\$10,000.00
II.	Phase 2		
A.	Project Development Phase <i>(Includes Phase Formulation, Coordination & Funding Assistance)</i>	Lump Sum	\$21,500.00
B.	1. Phase 2 Re-Design, Plans and Specification Re-Packaging, Permit Revisions	Lump Sum	\$79,000.00
	2. Phase 2 Bidding	Lump Sum	\$12,000.00
III.	Administrative Costs <i>(Permit Fees, Advertising Costs, etc...)</i>	Actual Cost	\$25,000.00
IV.	Additional Stormwater Modeling And Land Surveying	Lump Sum	\$30,000.00

WORK AUTHORIZATION No. 6 TOTAL \$382,100.00

W.K. Dickson & Co., Inc.

Jim Hamilton – L.B. Owens Airport
Work Authorization No. 6
Taxiway 'A' Extension - Phases 1 & 2

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

WORK AUTHORIZATION NO. 7

September 29, 2014

FOR:

**MISCELLANEOUS PROFESSIONAL SERVICES
INCLUDING LAND ACQUISITION, EASEMENT CONDEMNATIONS, ETC.**

Project Overview

The purpose of this project is to give Richland County access to Land and Avigation Easement Acquisition Services, on an "on-call" basis. Services will be rendered as Richland County requests

1. Scope of Services

The CONSULTANT will provide On-Call surveying, appraisal, negotiating and administration assistance for the purposes of effectuating various property condemnation and easement acquisitions, as requested by Richland County for the Jim Hamilton - L.B. Owens Airport (CUB).

These exact services are unknown at this time, but are intended to be utilized by the OWNER to complete existing grants from previous fiscal years. This Contract will serve as a resource, should such needs arise. WK Dickson will receive from Richland County a written scope for all work performed under this Contract and will only proceed when authorized as requested.

The Scope of Services will include any services requested and may include Administrative Assistance, Land Surveying, the preparation of Exhibits, assistance with Negotiations, the procurement of third party Appraisal Services, etcetera, as requested by Richland County.

2. Basis of Compensation

Hourly, Not to Exceed Fee: \$55,500.00 per attached 2014 Rate Schedule. This Rate Schedule is subject to change January 1, 2015.

3. Deliverables

Deliverables will vary and will relate directly to the services requested.

4. Additional Work

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

W.K. Dickson & Co., Inc.

*Jim Hamilton - L.B. Owens Airport
Work Authorization No. 7
Condemnation Easement Assistance*

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC).

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W.K. Dickson & Co., Inc.

Witness

Witness

Date

Date

Richland County Council Request of Action

Subject

Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8 [**PAGES 337-348**]

Notes

October 28, 2014 - The Committee recommended that Council authorize executing amendment 1 to Work Authorization 5 for \$177,200.00 and Work Authorization 8 for \$110,000.00. The amendment 1 to Work Authorization 5 completes the design and bidding of the wetland and stream mitigation project, and addresses the additional work required beyond the scope and fee of the original Work Authorization. Work Authorization 8 provides seven years of stream mitigation monitoring, which is a condition of the US Army Corps of Engineers permit approval. The services for the amendment 1 to Work Authorization 5 and Work Authorization 8 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8

A. Purpose

County Council is requested to approve an amendment to an existing Work Authorization (WA) and a new WA for professional services with WK Dickson & Company, Inc of Columbia, SC for the following at the Jim Hamilton – LB Owens Airport (CUB):

- Final design of the wetland and stream mitigation project required by the extension of Taxiway ‘A’ at the airport (WA 5 / Amend 1);
- Construction inspection and administration of the wetland and stream mitigation project (WA 5 / Amend 1); and
- Multi-year mitigation project stream monitoring (WA 8);

Please note that there are three other Requests of Action related to this ROA.

B. Background / Discussion

These are traditionally funded FAA projects related to the airport, but are not “airport projects” *per se* in that they are not physically located on airport property and do not construct aeronautical improvements.

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both wetlands as well as a stream. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well.

Initial design of this wetland and stream mitigation project was completed under Work Authorization 5 (WA 5). Amendment 1 to WA 5 completes the design and bidding as well as addresses additional work required beyond the scope and fee of the original Work Authorization (primarily multiple meetings with a Home Owner’s Association Board).

Additionally, construction inspection and administration for the mitigation construction project (award of which is being requested in a separate ROA), is included in WA 5 / Amend 1.

Finally, US Army Corps of Engineers (USACE) permit approval conditions include a seven-year monitoring and reporting requirement which is included in WA 8.

Copies of the consultant’s Work Authorizations are contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

- February 2011 Airport Master Plan approved

- June 2012 Master Agreement with WK Dickson & Company, Inc awarded
- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)

D. Financial Impact

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

Amendment 1 to Work Authorization 5 (WA 5 / Amend 1)

Federal (FAA)	90%	\$159,480	AIP Grant accepted
State (SCAC)	5%	\$ 8,860	SCAC Grant approved
Local (RC)	5%	<u>\$ 8,860</u>	Included in the FY15 airport budget
 Total	 100%	 \$177,200	

Work Authorization 8 (WA 8)

Federal (FAA)	90%	\$ 99,000	AIP Grant accepted
State (SCAC)	5%	\$ 5,500	SCAC Grant approved
Local (RC)	5%	<u>\$ 5,500</u>	Included in the FY15 airport budget
 Total	 100%	 \$110,000	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport budget.

E. Alternatives

1. Approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 for the professional services described herein and further described in detail in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.

2. Do not approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Christopher S. Eversmann, PE, AAE
 Department: Airport
 Date: October 9, 2014

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

AMENDMENT NO. 1
September 29, 2014

to
WORK AUTHORIZATION NO. 5
(April 14, 2014)

FOR:

**FINAL DESIGN, ADDITIONAL DESIGN, BIDDING AND
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES**

PROJECT DESCRIPTION

WK Dickson has prepared a stream and wetland enhancement plan and construction design for the Little Jackson Creek Site in Richland County, South Carolina. This project generally follows the conceptual design described in the Owens Field Individual Permit submitted to the US Army Corps of Engineers (i.e. the stream's alignment will remain within the existing channel and structures designed to provide stabilization and functional uplift). The Little Jackson Creek site provides 'permittee responsible' mitigation that will offset the Owens Field Project's unavoidable stream and wetland impacts.

ORIGINAL PROJECT

The original project did not include the following items:

- As built surveys.
- Construction oversight and initial monitoring.
- Annual monitoring services.
- Bid documents.
- SCDHEC/SWPPP Permitting

Scope of Services

A. Final Design

WK Dickson currently has a Contract (Work Authorization No. 5) for the Mitigation Plans through 80%. These additional services will allow these Plans and Specifications to be completed in order to advertise for bids. In addition, in developing the above plans, the existing Home Owner's Association (HOA) requested WK Dickson to explore Alternative Designs to the Mitigation as originally proposed and designed. These alternatives also necessitated additional Topographic Land Surveying Services. The HOA also requested numerous additional meetings with the County and WK Dickson than what was previously anticipated.

B. Additional Design and Surveying Services

These Additional Services, above those contracted in Work Authorization No. 5, are as follows:

PHASE 1 - EXISTING CONDITIONS ASSESSMENT

A. Watershed Reconnaissance

Additional days of Field Reconnaissance are required.

B. Data Collection

Additional topographic surveying is necessary in order to investigate alternatives requested by the HOA. These additions include survey and design of additional stream "reaches."

C. Natural Community Types

Existing plant communities along the alternative areas were observed and identified.

D. Soils

(no additional work)

E. Streams Reach Analysis

Additional stream reach analysis to be conducted on the additional reach to be surveyed above.

F. Habitat Assessment

WK Dickson to review additional habitat assessment to measure woody debris size and volume in the additional reference reach and design reaches.

G. Wetlands

Additional areas to be field investigated for possible wetlands.

PHASE 2 - REFERENCE ASSESSMENT

A. Reference Reach Identification

The HOA has requested that an additional Reach be investigated and subsequently designed.

B. Reference Wetland

The additional design will address the potential wetland additions. The reference area data will be incorporated into the restoration plan.

C. Reference Stream

The HOA has requested additional reference reach analysis which will result in additional Existing Conditions Assessment and Reference Assessment Services.

PHASE 3 – SURVEY

In order to achieve the above, additional survey crew time is required for the added reach.

C. Bidding Phase

CONSULTANT will provide services during Bidding, such as: Advertising, Pre-Bid Meeting, RFI Responses, preparation of Addendums, and Bid Opening.

D. Construction Administration/Construction Observation Services

CONSULTANT will provide Construction Administration services (contract routing, pre-construction meeting, attend weekly and monthly meetings, review shop drawings submittals, change order, pay requests, final pay applications and project close-out documentation, including grant close-out. CONSULTANT will provide in-field Construction Observation services on a periodic basis, coordinate testing, surveying, observe contractor’s daily operations, and prepare reports.

This Amendment No. 1 to WORK AUTHORIZATION NO. 5 authorizes the ENGINEER to provide the professional services described. The schedule of services to be provided and fees include:

SECTION I - BASIC SERVICES

A.	Final Design Phase <i>(Through 100% Design)</i>	Lump Sum	\$24,600.00
B.	Additional Design and Surveying Services <i>(includes meetings w/ HOA)</i>	Lump Sum	\$33,000.00
C.	Bidding Phase	Lump Sum	\$9,600.00
SUB-TOTAL BASIC SERVICES			\$67,200.00

SECTION II - SPECIAL SERVICES

D.	Construction Administration/ Construction Observation	Lump Sum	\$110,000.00
SUB-TOTAL SPECIAL SERVICES			\$110,000.00
AMENDMENT NO. 1 TO WORK AUTHORIZATION No. 5 TOTAL			\$177,200.00

W.K. Dickson & Co., Inc.

Jim Hamilton – L.B. Owens Airport
Amendment No. 1 to Work Authorization No. 5
Mitigation - Additional Design & CA/CO

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

WORK AUTHORIZATION NO. 8

September 29, 2014

FOR:

BASIC CONTRACT FOR PROFESSIONAL SERVICES

Project Overview

For Stream Mitigation projects, the United States Army Corps of Engineers (USACE) requires that for seven (7) years, Mitigation sites be physically monitored in the field annually and that a report be prepared and submitted, describing the performance and condition of the Mitigation site.

1. Scope of Services

The CONSULTANT will provide stream mitigation monitoring services for the proposed Little Jackson Creek Mitigation Improvements.

This service will include monitoring of the USACE and SCDHEC 404/401 permit requirements for a Seven (7) year period.

See Attachment A for comprehensive Scope of Services.

2. Basis of Compensation

Lump Sum Fee: \$110,000

For grant purposes, fee will be billed at the time of execution of this Work Authorization. Duties will be performed by CONSULTANT semi-annually for a 7-year period from date of execution of this Amendment. The OWNER will be provided a copy of the reports as they are performed.

3. Deliverables

Deliverables include seven (7) annual reports.

4. Additional Work

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

W.K. Dickson & Co., Inc.

*Jim Hamilton - L.B. Owens Airport
Work Authorization No. 8
Mitigation - 7-Year Monitoring*

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC).

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W.K. Dickson & Co., Inc.

Witness

Witness

Date

Date

ATTACHMENT A

Little Jackson Creek Mitigation Project - Columbia, SC, Richland County

Scope of Services

In order to accommodate the requirements of the issued USACE/SCHEC 404/401 Permits for the Taxiway "A" Taxiway Extension Project at the Jim Hamilton-L.B. Owens Airport and the associated stream mitigation impacts to "Devils Ditch", a Seven-Year monitoring effort needs to occur to verify the performance of the mitigation project. The mitigation required and performed at Little Jackson Creek will be monitored over the next seven years for the below listed metrics. Additional to the monitoring data collection described below, the boundary of the easement/restrictive covenant will have to be surveyed and recorded with the county, and the baseline dataset, including selection and installation of monitoring data collection sites (e.g., cross sections and vegetation plots) will be collected; these items will be performed in the first monitoring effort.

Stream mitigation success will be demonstrated by:

Bank-Full Events

The occurrence of bank-full events within the monitoring period will be documented by the use of a crest gauge and photographs. The crest gauge will record the highest watermark between site visits, and the gauge will be checked each time there is a site visit to determine if a bank-full event has occurred. Photographs will be used to document the occurrence of debris lines and sediment deposition on the floodplain during monitoring site visits.

Cross Sections

Four permanent cross-sections will be installed, with two located at riffle cross-sections, and two located at pool cross-sections. Each cross section will be marked on both banks with permanent pins to establish the exact transect used. A common benchmark will be used for cross-sections and consistently used to facilitate easy comparison of year-to-year data. The annual cross section survey will include points measured at all breaks in slope, including top of bank, bank-full, inner berm, edge of water, and thalweg, if the features are present. Riffle cross sections will be classified using the Rosgen stream classification system.

Bed Material Analyses

The project stream reach is composed of materials in the sand size sediment fraction. Since the median grain size (D50) is similar to the reference reaches studied, it is unexpected that a substantial change will occur. Wolman pebble counts will be conducted at all four cross-section locations.

Longitudinal Profiles

A complete longitudinal profile will be conducted in Year One and Year Three of the monitoring period. Measurements will include thalweg, water surface, inner berm, bank-full, and top of low bank. Each of these measurements will be taken at the head of each feature, for example, riffle, pool, and the max pool depth. The survey will be tied to a permanent benchmark.

Vegetative Monitoring

In order to determine if the success criteria are achieved, three riparian vegetation monitoring transects will be installed on the restoration site. The size of individual transects will be 24 x 40 feet.

Baseline vegetation monitoring will occur in spring after leaf-out has occurred. Monitoring will occur between July and November in subsequent years. Individual plot data for woody species will be provided.

At the end of the first growing season, species composition, density, and survival will be evaluated. For each subsequent year, until the final success criteria is achieved, the restored site will be evaluated between July and November.

Digital Image Stations

Digital images will be used to visually document restoration success. Reference stations will be recorded before construction and continued for at least five years following construction. Reference images will be taken once a year. After construction has taken place, reference stations will be marked with wooden stakes.

Lateral reference images. Reference images will be recorded at each permanent cross section. Images will be recorded of both banks at each cross section. The survey tape will be centered in the images of the bank. The water line will be located in the lower edge of the frame and as much of the bank as possible included in each image. Photographers will make an effort to consistently maintain the same area in each photo over time.

Structure images. Digital images will be taken at each grade control structure along the restored stream. Photographers will make every effort to consistently maintain the same area in each photo over time.

Richland County Council Request of Action

Subject

Construction Contract Award / Airport Stream and Wetland Mitigation project [**PAGES 349-356**]

Notes

October 28, 2014 - The Committee recommended that Council award a construction contract to Shamrock International Corporation in the amount of \$910,462.00 for the construction of a stream and wetland mitigation project in the Spring Valley neighborhood. This project is necessary in order to extend Taxiway 'A' at the Jim Hamilton - LB Owens Airport.

Richland County Council Request of Action

Subject: Construction Contract Award / Airport Stream and Wetland Mitigation project

A. Purpose

County Council is requested to approve award of a construction contract to Shamrock International Corporation of Browns Summit, NC for construction of a stream and wetland mitigation project in the Spring Valley neighborhood. This project is necessary in order to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB).

Please note that there are three other Requests of Action related to this ROA

B. Background / Discussion

This is a traditionally funded FAA project related to the airport, but not an “airport project” *per se* in that it is not physically located on airport property and does not construct aeronautical improvements.

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both a stream as well as a wetland. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well. FAA regulations require that environmental mitigation projects be separated from the airport by at least 10,000 feet.

An exhibit that shows the project location is contained as an enclosure to this RoA. The project site selection and project design were performed in consultation with the Richland County Stormwater Management staff.

The project was advertised for bid during September and the following four bids were received:

→ Richardson Construction Co	\$2,098,850
→ Cherokee, Inc	\$1,797,005
→ River Works, Inc	\$1,234,001
→ Shamrock International Co	\$ 910,462

The Engineer’s Estimate was \$1,200,000.

Copies of the consultant’s award recommendation and the project bid tabulation are also contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

→ February 2011	Airport Master Plan approved
→ June 2012	Master Agreement with WK Dickson & Company, Incorporated awarded

- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)
- September 2014 Mitigation Project advertised

D. Financial Impact

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

Federal (FAA)	90%	\$819,416	AIP Grant accepted
State (SCAC)	5%	\$ 45,523	SCAC Grant approved
Local (RC)	5%	<u>\$ 45,523</u>	Included in the FY15 airport budget
 Total	 100%	 \$910,462	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport capital budget.

E. Alternatives

1. Approve the request to award a construction contract to Shamrock for the stream and wetlands mitigation project described herein as recommended in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.
2. Do not approve the request to award a construction contract to Shamrock for the stream and wetlands mitigation project described herein as recommended in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to award a construction contract to Shamrock International Corporation for the stream and wetlands mitigation project.

Recommended by: Christopher S. Eversmann, PE, AAE

Department: Airport

Date: October 9, 2014

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

GrantsReviewed by: Sara Salley

Date: 10/10/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

LegalReviewed by: Elizabeth McLean

Date: 10/14/14

 Recommend Council approval Recommend Council denial

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

AdministrationReviewed by: Sparty Hammett

Date: 10/14/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation:



October 8, 2014

Mr. Christopher Eversmann, PE, AAE
Jim Hamilton - L.B. Owens Airport
1400 Jim Hamilton Boulevard
Columbia, SC 29205

Ms. Christy Swofford, CPPB
Richland County
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

RE: Little Jackson Creek Mitigation
WKD Project No. 20140060.00.CL

Dear Mr. Eversmann and Ms. Swofford:

Construction bids for the referenced project were received on October 2, 2014 at 2:00 PM. Four (4) total bids were received and read aloud. An itemized tabulation of the bids submitted is enclosed for your review and information.

We have reviewed the bids, original proposal documents, and bid tabulation enclosed herein. We recommend that you award the project to the lowest bidder, Shamrock International Corporation, with a bid price in the amount of \$910,462.00.

We recommend the award to Shamrock International Corporation subject to their ability to provide all required bonding and other assurances as required in the specifications. We also recommend this award due to the availability of sufficient federal and state funding assistance offered.

Please carefully examine these documents and contact us if you have any questions.

Sincerely,
W. K. Dickson & Co., Inc.



Kenneth C. Hawk Jr., PE
Senior Project Manager

KCH/st
Enclosures – Christy Swofford – original bids
cc: John Marshall, PE - FAA, w/encl

1320 Main Street
Suite 400
Columbia, SC 29201
Tel. 803.786.4261
Fax 803.786.4263
www.wkdickson.com

Transportation • Water Resources • Urban Development • Geomatics

Bid Tabulation - October 2, 2014

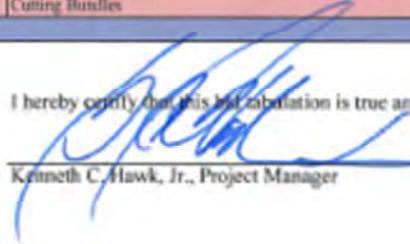
Little Jackson Creek Mitigation - Jim Hamilton - L.B. Owens Airport

Item #	Spec #	Description	Quantity	Unit	Stamrock International Corporation		River Works, Inc.		Cherokee, Inc.		Richardson Construction Company of Columbia, SC	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	M-101	Mobilization	1	LS	\$33,447.00	\$33,447.00	\$60,000.00	\$60,000.00	\$89,500.00	\$89,500.00	\$200,000.00	\$200,000.00
2	D-752	Concrete Endwall 1 - Upstream (NCDOT Std 838.40)	1	EA	\$25,925.00	\$25,925.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00
3	D-752	Concrete Endwall 2 - Upstream (NCDOT Std 838.40)	1	EA	\$25,925.00	\$25,925.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
4	D-752	Precast Junction Box	1	EA	\$59,992.00	\$59,992.00	\$74,000.00	\$74,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00
5	D-701	72" RCP	76	LF	\$528.00	\$40,128.00	\$700.00	\$53,200.00	\$400.00	\$30,400.00	\$500.00	\$38,000.00
6	P-151	Clearing and Grubbing	12.6	AC	\$10,075.00	\$126,945.00	\$8,200.00	\$103,320.00	\$20,006.00	\$232,075.00	\$15,000.00	\$189,000.00
7	P-152	Unclassified Excavation	26,000	CY	\$6.60	\$171,600.00	\$7.20	\$189,800.00	\$12.50	\$325,000.00	\$8.00	\$208,000.00
8	P-152	Select Backfill	8,500	CY	\$6.20	\$52,700.00	\$7.80	\$66,300.00	\$12.50	\$106,250.00	\$16.00	\$136,000.00
9	P-152	Unsuitable Excavation (haul off)	17,500	CY	\$6.70	\$117,250.00	\$19.40	\$339,500.00	\$12.50	\$218,750.00	\$32.00	\$560,000.00
10	P-156	Temporary 12" Diameter Compost Filter Sock	2,200	LF	\$8.00	\$17,600.00	\$8.30	\$18,260.00	\$7.00	\$15,400.00	\$10.00	\$22,000.00
11	P-156	Temporary Sediment Trap	3	EA	\$6,804.00	\$20,412.00	\$7,000.00	\$21,000.00	\$65,000.00	\$195,000.00	\$4,300.00	\$12,900.00
12	P-156	Temporary Diversion Ditch	3,000	LF	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$5.00	\$15,000.00	\$2.00	\$6,000.00
13	T-901	Temporary Seeding	14	AC	\$825.00	\$11,550.00	\$600.00	\$8,400.00	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00
14	T-901	Permanent Seeding	11	AC	\$1,925.00	\$21,175.00	\$2,300.00	\$25,300.00	\$2,500.00	\$27,500.00	\$1,800.00	\$19,800.00
15	STR-1	Pump around Operation	1	LS	\$11,837.00	\$11,837.00	\$15,200.00	\$15,200.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00
16	STR-3	Channel Plug	5	EA	\$3,532.00	\$17,660.00	\$820.00	\$4,100.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00
17	STR-4	Safety Fencing	1,375	LF	\$1.40	\$1,925.00	\$3.00	\$4,125.00	\$4.00	\$5,500.00	\$4.00	\$5,500.00
18	STR-5	Filter Fabric (riprap pad, spillway, junction box)	230	SY	\$2.30	\$529.00	\$2.50	\$575.00	\$5.00	\$1,150.00	\$10.00	\$2,300.00
19	STR-5	Class A RipRap (riprap pad)	20	TN	\$73.00	\$1,460.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00	\$400.00	\$8,000.00
20	STR-5	Class B RipRap (spillway, junction box)	239	TN	\$59.00	\$14,101.00	\$81.00	\$19,359.00	\$75.00	\$17,925.00	\$300.00	\$71,700.00
21	STR-7	Erosion Control Matting	3,300	SY	\$6.70	\$22,110.00	\$5.25	\$17,325.00	\$5.00	\$16,500.00	\$6.00	\$19,800.00
22	STR-8	Brush Toe	532	LF	\$5.00	\$2,660.00	\$30.00	\$15,960.00	\$20.00	\$10,640.00	\$50.00	\$26,600.00
23	STR-8	Boulder Sill	2	EA	\$4,392.00	\$8,784.00	\$3,000.00	\$6,000.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00
24	STR-8	Log Grade Control	6	EA	\$1,549.00	\$9,894.00	\$2,000.00	\$12,000.00	\$5,000.00	\$30,000.00	\$1,000.00	\$6,000.00
25	STR-8	Log Outlet Structure	1	EA	\$736.00	\$736.00	\$1,450.00	\$1,450.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
26	STR-8	Log Drop Structure	15	EA	\$1,340.00	\$20,100.00	\$1,600.00	\$24,000.00	\$5,000.00	\$75,000.00	\$7,500.00	\$112,500.00
27	STR-8	Bedded Log Structure	3	EA	\$1,216.00	\$3,648.00	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$7,500.00	\$22,500.00
28	STR-8	Small Woody Debris	22	EA	\$428.00	\$9,416.00	\$540.00	\$11,880.00	\$250.00	\$5,500.00	\$1,500.00	\$33,000.00
29	STR-8	Large Woody Debris	27	EA	\$706.00	\$19,062.00	\$700.00	\$18,900.00	\$500.00	\$13,500.00	\$3,000.00	\$81,000.00
30	STR-8	Floodplain Sill	5	EA	\$1,729.00	\$8,645.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$2,000.00	\$10,000.00
31	STR-8	Brush Toe	532	LF	\$5.00	\$2,660.00	\$30.00	\$15,960.00	\$20.00	\$10,640.00	\$50.00	\$26,600.00
32	STR-10	Bare Root Vegetation	7,660	EA	\$2.80	\$21,448.00	\$3.50	\$26,810.00	\$4.00	\$30,640.00	\$5.00	\$38,300.00
33	STR-12	Live Stakes	890	EA	\$2.80	\$2,492.00	\$2.50	\$2,225.00	\$4.00	\$3,560.00	\$5.00	\$4,450.00
34	STR-12	Cutting Bundles	28	EA	\$17.00	\$476.00	\$54.00	\$1,512.00	\$25.00	\$700.00	\$50.00	\$1,400.00
Total Base Bid					\$910,462.00	\$910,462.00	\$1,234,001.00	\$1,234,001.00	\$1,797,080.60	\$1,797,080.60	\$2,098,850.00	\$2,098,850.00

~~\$75.60 math error~~
~~(\$1,797,005.00)~~

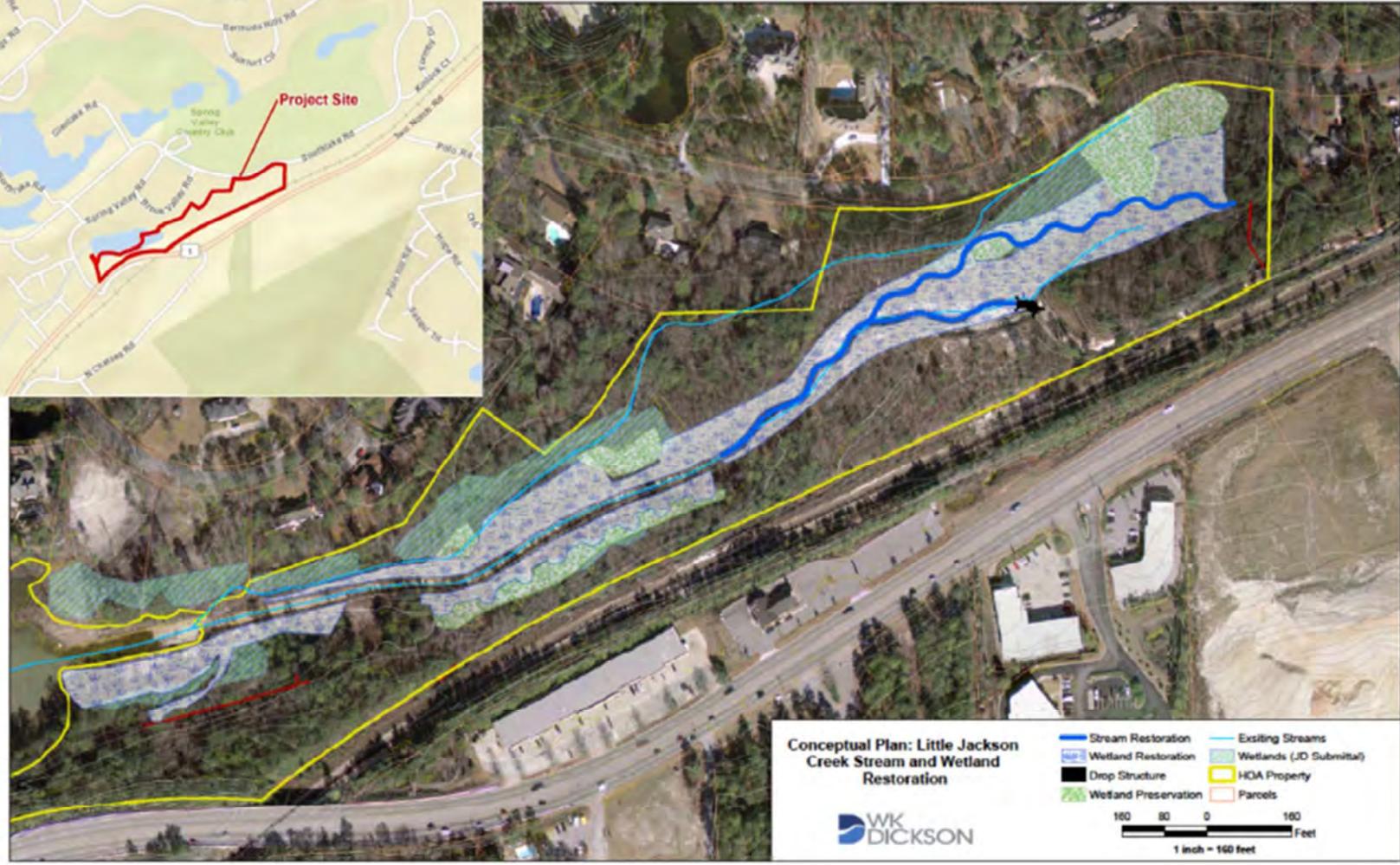
I hereby certify that this bid tabulation is true and correct to the best of my knowledge.

By:


Kenneth C. Hawk, Jr., Project Manager

Little Jackson Creek Mitigation - Jim Hamilton - L.B. Owens Airport

Plan Holders	Base Bid Amount	Bid Bond Yes/No	DBE Yes/No (10.8%)	Stream/Wetlands Previous Experience
Shamrock International Corporation	\$910,462.00	Yes	Yes - 14.9%	Acceptable
River Works, Inc.	\$1,234,001.00	Yes	Yes - 11.75%	Not Available
Cherokee, Inc.	\$1,797,080.60	Yes	Yes - 10.8%	Not Available
Richardson Construction Company of Columbia, SC	\$2,098,850.00	Yes	Yes - 11.01%	Not Available



Richland County Council Request of Action

Subject

Professional Services / Stormwater Management Work Authorization 9 **[PAGES 357-371]**

Notes

October 28, 2014 - The Committee recommended that Council authorize executing Work Authorization 9 in the amount of \$287,400.00. Work Authorization 9 provides additional stream mitigation ("up ditch improvements") and pond silt removal in the vicinity of the Spring Valley neighborhood in the Gills Creek Watershed. The services for Work Authorization 9 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Stormwater Management Work Authorization

A. Purpose

County Council is requested to approve Work Authorization 9 (WA 9) for professional services with WK Dickson & Company, Inc of Columbia, SC for additional stream mitigation (“up ditch improvements”) and pond silt removal in the vicinity of the Spring Valley neighborhood in the Gills Creek Watershed.

Please note that there are three other Requests of Action related to this RoA.

B. Background / Discussion

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both wetlands as well as a stream. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well.

Design of this wetland and stream mitigation project was completed under Work Authorization 5 (WA 5) and amendments. This provided sufficient mitigation credits for the impacts caused by the airport project.

These additional projects / areas are immediately adjacent to the Airport Stream and Wetlands Mitigation Project that is under consideration for construction contract award. This additional work is beyond the mitigation requirements of the airport project permit, but is deemed a desirable enhancement to the overall Little Jackson Creek (LJC) area / Gills Creek Watershed by the Richland County Stormwater Management Staff, the Gills Creek Watershed Association, and the Spring Valley Home Owners Association. Performance of this work will net Richland County additional mitigation credits as well as ensure significant restoration of Little Jackson Creek and removal of accumulated silt in the entrance pond to the Spring Valley neighborhood (which receives stormwater runoff from public roads).

A copy of the consultant’s Work Authorization is contained as enclosure to this request. This project is locally funded from the Richland County Stormwater Fund.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

- | | |
|-----------------|------------------------------------------------------------------------|
| → June 2012 | Master Agreement to WK Dickson & Company, Inc awarded |
| → January 2013 | Work Authorization 1 approved (initial Twy ‘A’ extension design) |
| → December 2013 | Little Jackson Creek (LJC) selected as airport mitigation project site |
| → January 2014 | Work Authorization 3 approved (final Twy ‘A’ extension design) |
| → March 2014 | Individual permit submission to USACE for LJC mitigation site |
| → April 2014 | Work Authorization 5 approved (initial mitigation design) |
| → May 2014 | USACE Preliminary Jurisdictional Determination |

D. Financial Impact

The funding for this project will be provided by the Richland County Stormwater Fund. The cost of this WA is \$287,400 which does not include construction costs. A future ROA will be brought forward for construction services.

E. Alternatives

1. Approve the request to authorize executing Work Authorization 9 for the professional services described herein and further described in detail in the enclosures to this document. This will permit significant enhancement to the LJC and the Gills Creek Watershed as well as remove accumulated silt from the entrance pond to the Spring Valley neighborhood.
2. Do not approve the request to authorize executing Work Authorization 9 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit significant enhancement to the LJC and the Gills Creek Watershed as well as remove accumulated silt from the entrance pond to the Spring Valley neighborhood.

F. Recommendation

It is recommended that Council approve the request to authorize executing Work Authorization 9 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Quinton Epps
Department: Public Works
Date: October 9, 2014

G. Reviews

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

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 10/9/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Cheryl Patrick</u>	Date: 10/10/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: <u>Sara Salley</u>	Date: 10/10/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Airport

Reviewed by: <u>Chris Eversmann</u>	Date: 10/13/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

WORK AUTHORIZATION NO. 9

October 8, 2014

FOR:

Up-Ditch Stormwater Best Management Practices (BMPs) and Entrance Lake Sediment Removal: EVALUATION, SURVEY, DESIGN, PERMITTING, AND BIDDING SERVICES

PROJECT DESCRIPTION

WK Dickson has prepared a stream and wetland restoration plan and construction design for the Little Jackson Creek (LJC) site in Richland County, South Carolina. The LJC site provides 'permittee responsible' mitigation that will offset the Owens Field Project's unavoidable stream and wetland impacts. Stream and wetland restoration bids were received on 2 October 2014.

In addition to the historic channelization, dredging, and fill of LJC and its adjacent wetlands (addressed in the restoration plan), conveyance of storm flow through the Up Ditch has contributed to water quality and aquatic habitat impacts to LJC, Entrance Lake, and the Gills Creek watershed (an EPA 303(d) impaired water).

The Up Ditch receives and conveys storm flows from an immediately adjacent and topographically connected drainage area (Spring Valley). Significant storm flow contributions are also conveyed into and through the Up Ditch from the highly impervious watershed south of Two Notch Road. Flows from this area are collected and conveyed under Two Notch Road through existing Richland County stormwater infrastructure. Because there are no functional stormwater Best Management Practices (BMPs) in place to store and treat storm flows before they enter the Up Ditch; the untreated flows' velocities and sheer stresses cause significant erosion. In addition to the significant nutrient and other dissolved and suspended pollutant loading originating south of Two Notch Road, deposition of the material eroded directly from the Up Ditch's banks results in significant downstream water quality and aquatic habitat degradation. One of the most visible is the large sediment plume formed at Entrance Lake's upstream end.

BMP installation and bank/channel stabilization within the Up Ditch and sediment removal within Entrance Lake have been high priority County projects for several years.

The LJC stream and wetland restoration project is necessary for the Owens Field taxiway extension to proceed. As shown in Attachment "A" the LJC Stream Restoration will occur in the lower ditch section. Bids have been received, and it is anticipated that construction will begin by early 2015. Integrating stabilization, BMP installation, and sediment removal into the stream and wetland restoration project will have a number of significant benefits, including:

- Significant cost savings
- Expedited construction
- Additional credit generation: potential to offset additional County project impacts

Purpose

County Council is requested to approve the evaluation, survey, design and bidding of stabilization and BMPs within the Up Ditch and sediment removal within Entrance Lake. Attachment "A" depicts the sediment removal area and Up Ditch section to be addressed with this Work Authorization design. When combined with the LJC stream and wetland restoration, these projects will:

- 1) provide the necessary US Army Corps of Engineers (USACE) permitting for the Jim Hamilton – L. B. Owens Airport (CUB) taxiway extension;
- 2) improve water quality and aquatic habitat in Little Jackson Creek (LJC) and the Gills Creek Watershed (an EPA 303(d)-listed impaired water);
- 3) satisfy repeated/ongoing Spring Valley Home Owners Association (HOA) requests to remove sediment from and significantly reduce inputs into Entrance Lake (EL);
- 4) address HOA and citizen concerns about the safety of the CSX rail line adjacent to the Up Ditch (UD); and
- 5) property damage associated with the UD.

Up Ditch (UD): Stormwater Treatment and Stabilization

Based on historic aerial photographs, the UD appears to have been constructed prior to 1939. It parallels the CSX Railroad line from its upstream end (approximately 1,100 feet southwest of the N Brickyard Rd/Two Notch Rd intersection) for approximately 4,100 feet. Throughout much of its length, portions of the UD are within the CSX right of way. It is likely that the UD was created during/as part of the railroad construction (pre-1939). Like LJC, the UD has a large berm on its north side that is 10-20 feet above the ditch bottom. The CSX railroad that is located along the UD's south side is also 10-20 feet above the ditch bottom.

The UD receives runoff from a mix of residential and commercial property located adjacent to and north of the railroad and south of Two Notch Road. There are multiple, perched stormwater outfalls throughout its length. There is actively migrating four foot head-cut located just upstream of the confluence with LJC. This head-cut, in combination with the significant ongoing erosion occurring along the ditch, appears to be the source of the observed sediment impacts along LJC and EL.

To address this significant water quality and aesthetic problem, a detailed site evaluation will be completed and a prioritized list of stabilization locations and methods will be created. The methods will include traditional stormwater Best Management Practices (BMPs), as well as an innovative one. Some of the traditional BMPs will likely include: "laying back" the banks, bank toe protection/armoring, check dams, and drop structures.

A Regenerative Stormwater Conveyance (RSC) is likely to be used in the UD's lower 1,500 feet. While providing significant water quality improvements, it will also provide a smooth transition between the UD and LJC. It is likely to provide stream restoration credits for use in the Taxiway's USACE permit. If restoration credits are realized, this innovative BMP will be one of the first in the USACE's Charleston District to generate credits from a project constructed in a non-jurisdictional area. The aquatic habitat functional uplift provided by the RSC will be significant.

RSCs provide effective end-of-pipe treatment in an otherwise constrained linear environment. They are becoming more widely used in the Southeast and Mid-Atlantic to reduce nutrient and sediment loads, especially from 'first flush' flows. RSCs improve water quality by removing 90 percent of total suspended solids, 50 percent of total nitrogen, and 60 percent of total phosphorous. RSCs combine the features and treatment benefits of more traditional stormwater BMPs, including swales, infiltration, filtering and wetland structures. They use a series of shallow aquatic pools, riffle weir grade controls, native vegetation and underlying sand and woodchip beds to detain, treat, and convey storm flows.

In addition to the water quality benefits provided for first flush events, RSCs are designed to not only safely convey large flows (e.g. 100-year event) over and through their step-pool sequence, but to also create a series of energy dissipaters that decrease downstream velocities and overall shear stress, which results in a reduction of downstream erosion impacts often associated with more conventional stormwater outfalls.

Entrance Lake (EL): Sediment Removal at the Mouth of LJC

Since its construction, concurrent with the Spring Valley communities EL has regularly received significant sediment loads in response to storm events. Most of the loading originates in the UD and is conveyed through LJC. While contributing slightly to the sediment loads delivered to EL, erosion within LJC is minimal.

Impacts to EL from sediment loadings are multi-faceted. They include:

- **Storage Capacity Reduction:** By displacing the volume of water able to be stored in EL, the sediment plume deposited at LJC's mouth impacts EL's ability to protect areas downstream from flooding in response to small to moderate storm events. Based on 2013 aerial photography and ongoing site visits, the sediment plume at LJC's mouth has displaced approximately 9,600 cubic yards of storage capacity, which is approximately 4.5 football fields one foot deep.
- **Habitat Impact:** Current sedimentation within EL has eliminated approximately 2.0 acres of aquatic habitat. The frequent, newly deposited sediment has precluded re-establishment. The significant nutrient and Total Suspended Solids concentrations within the lake and downstream have resulted in dissolved oxygen reductions in response to algal blooms and increased aquatic vegetation colonization.

- Aesthetics: As demonstrated by historic aerial photography, sediment loading has significantly reduced EL's clarity, especially relative to other lakes in the immediate vicinity (e.g. Spring Valley Lake). The exception is the unnamed lake immediately downstream, which also exhibits lower clarity than similarly sized lakes in immediately adjacent watersheds, also likely due to erosion in the UD.

Erosion and sedimentation are natural processes that will never be entirely eliminated. Stabilization and restoration of the UD and LJC will bring sediment and nutrient loading to as near a natural condition as can be hoped for in a dammed creek within a highly impervious watershed. In several meetings attended by the County, the HOA, and WK Dickson, the HOA has made it clear that it is in opposition to the LJC Stream and Wetland Restoration as a standalone project.

Legislative/Chronological History

May 2010: National Environmental Policy Act (NEPA) Environmental Assessment (EA) submittal;
Taxiway A Expansion

June 2010: FAA NEPA Finding of No Significant Impact (FONSI)

June 2013: USACE Taxiway A Field Visit & Mitigation Option Discussion

July 2013: Stream and wetland mitigation site evaluation (Richland County, Gills Creek
Watershed Association and WK Dickson (CUB engineering consultant))

December 2013: LJC selected as CUB mitigation site

March 2014: Individual Permit submission to USACE, including LJC conceptual mitigation plan

April 2014 – Ongoing: County Stormwater and WK Dickson meetings with HOA

May 2014: USACE Preliminary Jurisdictional Determination

SCOPE OF SERVICES

SECTION I. UP DITCH

Phase I: Project Area Site Evaluation, Survey and Easement Recordation

Task 1: Conduct preliminary site evaluation.

1. Perform field walk to observe and document existing conditions.
2. Characterize the channel segment under consideration, particularly with regard to the erosion processes that have occurred, and determine the cause(s).
3. Perform any rapid field evaluations that may aid in characterizing the site and diagnosing factors contributing to erosion.
4. Identify anticipated construction access location(s) and feasibility.

5. Identify and prioritize viable BMPs for implementation, including RSC.

Task 2: Conduct detailed site evaluation/survey.

1. Call 811 to have existing utilities marked prior to performing survey. Surveyor to locate marked utilities.
2. Perform 0.5 foot topographic and hydrographic surveys along the entire Up Ditch (approximately 4,100 lf). The survey corridor will be 100 feet wide and shall include all pertinent surface topographic features including woods lines, surface and subsurface drainage features, and roadway features. The topographic survey must also include all storm drains, concrete channels, outfalls, utilities, curbs, structures and all other pertinent surface topographic features.
3. Perform channel geomorphic survey as necessary for the project's design and construction.
4. Survey shall include plan, profile, and multiple cross-section surveys.
5. Identify the location and extent of existing easements for stormwater, floodplains, sewer, water, electric, and other utilities using as-built drawings and field surveys within the project area.
6. Prepare Boundary and Right of Way Survey for easement and construction document preparation.
7. A geotechnical evaluation will be conducted within the berms adjacent to LJC and in the portions of Entrance Lake that are to be dredged. Substrate borings will be taken to determine the existing soil type, texture, porosity, hydrology, organic content, and other information relevant to meeting project goals

If appropriate for use in the RSC and other Up Ditch BMPs, **use of the onsite material will significantly reduce project costs for the Up Ditch, LJC restoration, and Entrance Lake sediment removal.**

Task 3: Easement identification, negotiation and recordation.

1. Upon receipt of the County's list of selected BMPs, determine the extent and location of easement boundaries within each relevant parcel.
2. Begin and facilitate negotiations with private landowners, the Spring Valley HOA, and CSX Railroad for easement acquisition.
3. Upon agreement between the County and landowners, survey and prepare updated plats for easement recordation.

Task 4: Calculate preliminary project cost estimate.

1. Use topographic survey and geotechnical evaluation to estimate quantity of material (onsite and offsite) necessary to construct the project.
2. Estimate total design and construction costs based on preliminary site evaluation, geotechnical evaluation, material quantity estimate, and previous experience.
3. Provide the County with a preliminary itemized cost estimate and prioritized BMP implementation list.

Phase II: Project Design

Task 5: Perform hydrologic and hydraulic analyses.

1. For the channel, perform hydraulic calculations and hydrologic modeling to prepare discharge hydrographs for the CPv (Channel Protection Volume or 1-year storm event), Qp (Overbank Flood Protection Volume or 10-year storm event), and Qf (Extreme Flood Volume or 100-year storm event) using TR-55 methodologies within HEC-1 or HEC-HMS.
2. Prepare pre- and post-condition stream hydraulic studies using the HEC-RAS computer model.
3. Finalize computations that are the basis of the proposed design and ensure that project design goals are achieved.

Task 6: Prepare design plans.

1. Prepare design plans for an RSC that extends from the Up Ditch's confluence with LJC, upstream 1,500 feet. Prepare spot stabilization design plans for up to 10 BMPs selected for construction during Phase I. Include all related design details required for construction of the project. These plans shall include (but not be limited to) the following: Geometric layout, Grading Plan, Details and Notes, Erosion & Sediment Control Plan, Sequence of Construction, Existing and Proposed Grading Cross Sections, Existing & Proposed Profiles, Planting Plan, Special Provision Specifications, Public Storm Drain Plans with Profiles, Details and Notes. Plans shall reference Richland County standard details when needed. In the event that a non-standard item is required, the design plans shall provide sufficient information for the construction of this item.
2. Prepare all required earth quantity estimates and prepare construction cost estimate.
3. Submit three (3) hardcopies and PDF of design documents for County review and comment.
4. Review County comments and schedule meeting to address unresolved issues. Prepare minutes of meeting.
5. Revise and finalize Design Plans and Documents to address County comments and issues resolved at the meeting.
6. Update the calculations based on the proposed design.

Task 7: Create construction documents necessary to build the project.

1. Provide final design plans, specifications, updated calculations, easements, quantities, project summary, and other necessary permits or documents.
2. Submit three (3) 11x17 hardcopies and PDF of final design plans and PDFs of all other construction documents to County.
4. Submit project schedule.
5. Provide all digital data used to prepare final plans, including CADD files.

Phase III: Bidding or Additive Change Order

Task 8: Additive Change Order

1. Provide services to prepare and negotiate an additive change order with the existing LJC restoration contractor.

Task 9: Bidding

1. Should existing contractor negotiations prove unsuccessful, provide services for bidding, such as: advertising, pre-bid Meeting, RFI responses, preparation of addenda, and bid opening.

Assumptions:

1. WK Dickson will facilitate easement acquisition.
2. The County will be responsible for compensating landowners for easement acquisition, if necessary.
3. Task 3 includes up to four HOA meetings, three CSX meetings, and one in-person meeting with each landowner.
4. County will initiate discussions with CSX railroad immediately upon contract execution, if not sooner.

SECTION II. ENTRANCE LAKE

Phase I: Project Area Site Evaluation and Survey

Task 1: Conduct preliminary site evaluation.

1. Perform field walk to observe and document existing conditions.
2. Characterize the portion of Entrance Lake under consideration (approximately 5 acres), particularly with regard to the location, extent, and material type of the depositional processes that have occurred.
3. Perform any rapid field evaluations that may aid in characterizing the site and diagnosing factors contributing to deposition and particle sorting.
4. Identify anticipated construction access location(s) and feasibility.
5. Identify and evaluate appropriate/feasible sediment removal methods.

Task 2: Conduct detailed site evaluation/survey.

1. Call 811 to have existing utilities marked prior to performing survey. Surveyor to locate marked utilities.

2. Perform 0.5 foot topographic and hydrographic surveys within the study area (approximately 5 acres) in areas with standing water less than six 6 deep. In areas with water depth greater than six feet, 1.0 foot topographic surveys will be performed. The survey shall include the upstream-most 4 acres of Entrance Lake and all pertinent surface topographic features including woods lines, surface and subsurface drainage features, and roadway features. The topographic survey must also include all storm drains, concrete channels, outfalls, utilities, curbs, structures and all other pertinent surface topographic features.
3. Perform geomorphic survey as necessary for the project's design and construction.
4. Identify the location and extent of existing easements for stormwater, floodplains, sewer, water, electric, and other utilities using as-built drawings and field surveys within the project area.
5. Prepare Boundary and Right of Way Survey for easement and construction document preparation.
6. Evaluate the results of the RSC geotechnical evaluation to determine location and extent of material suitable for onsite use.

If appropriate for use in the RSC and other Up Ditch BMPs, **use of the onsite material will significantly reduce project costs for the Up Ditch, LJC restoration, and Entrance Lake sediment removal.**

Task 3: Calculate preliminary project cost estimate.

1. Use topographic survey and geotechnical evaluation to estimate quantity of material to be disposed of offsite and the quantity of material suitable for use onsite, in the Up Ditch.
2. Estimate total design and construction costs based on preliminary site evaluation, geotechnical evaluation, material quantity estimate, and previous experience.
3. Provide the County with a preliminary itemized cost.

Phase II: Project Design

Task 4: Prepare design plans.

1. Prepare design plans removal of material from the upstream-most portions of Entrance Lake with significant deposition (approximately 2 acres). Include all related design details required for construction of the project. These plans shall include (but not be limited to) the following: Geometric layout, Dredging Plan, Details and Notes, Erosion & Sediment Control Plan, Sequence of Construction, Plans shall reference Richland County standard details when needed. In the event that a non-standard item is required, the design plans shall provide sufficient information for the construction of this item.
2. Prepare all required earth quantity estimates and prepare construction cost estimate.
3. Submit three (3) hardcopies and PDF of design documents for County review and comment.

4. Review County comments and schedule meeting to address unresolved issues. Prepare minutes of meeting.
5. Revise and finalize Design Plans and Documents to address County comments and issues resolved at the meeting.
6. Update the calculations based on the proposed design.

Task 5: Create construction documents necessary to build the project.

1. Provide final design plans, specifications, updated calculations, quantities, project summary, and other necessary documents.
2. Obtain the necessary federal, state, and local permits necessary to construct the project.
3. Submit three (3) 11x17 hardcopies and PDF of final design plans and PDFs of all other construction documents to County.
4. Submit project schedule.
5. Provide all digital data used to prepare final plans, including CADD files.

Phase III: Bidding or Additive Change Order

Task 6: Additive Change Order

1. Provide services to prepare and negotiate an additive change order with the existing LJC restoration contractor.

Task 7: Bidding

1. Should existing contractor negotiations prove unsuccessful, provide services for bidding, such as: advertising, pre-bid Meeting, RFI responses, preparation of addenda, and bid opening.

Assumptions:

1. New Easements will not be needed within the excavation area.
2. An Individual Permit will not be required by the US Army Corps of Engineers.

BASIS OF COMPENSATION

SECTION I - BASIC SERVICES (Up Ditch)

A. Site Evaluation, Survey and Easement Recordation	Lump Sum	\$85,000.00
B. Design	Lump Sum	\$103,300.00
C. Bidding or Additive Change Order	Lump Sum	\$23,000.00
SUB-TOTAL (Basic Services)		\$211,300.00

SECTION II - SPECIAL SERVICES (Entrance Lake)

A. Site Evaluation and Survey	Lump Sum	\$27,600.00
B. Design	Lump Sum	\$35,000.00
C. Bidding or Additive Change Order	Lump Sum	\$13,500.00
SUB-TOTAL (Special Services)		\$76,100.00

WORK AUTHORIZATION No. 9 TOTAL \$287,400.00

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

ATTACHMENT A



Richland County Council Request of Action

Subject

- a. Longbranch Farms Option Exercise [**PAGES 373-384**]
- b. Blythewood Industrial Site Planning Grant
- c. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to 3130 Bluff Road, LLC; and other related matters [**FIRST READING BY TITLE ONLY**] [**PAGE 385**]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made and entered into as of the 19th day of February, 2013 ("Effective Date"), by and between **LONGBRANCH FARM, INC.**, a South Carolina corporation ("**Optionor**") and **RICHLAND COUNTY, SOUTH CAROLINA** ("**Optionee**").

WITNESSETH:

1. Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("**Option**") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. The property subject to the Option consists of all that certain lot, tract or parcel of real property as more particularly shown on Exhibit A attached hereto and made a part hereof, containing approximately 218.5 acres collectively, more or less, and together with all rights, easements and appurtenances thereunto belonging (the "**Property**").

3. Option Consideration.

(a) Within five days of the Effective Date (as hereinafter defined), Optionee shall deliver to Optionor's Attorney, W.D. Morris, the sum of five thousand and no /100ths (\$5,000.00) Dollars ("**Option Consideration**").

(b) The Option Consideration shall be held by Optionor' Attorney. If (i) Optionee shall rescind, cancel or terminate this Agreement and shall notify Optionor, or (ii) Optionee fails to Exercise the Option as set forth in Section 4(a), Optionor shall immediately return the Option Consideration to Optionee as long as all Optionee Due Diligence Materials (as defined in Section 9(a) below) have been provided to the Optionor.

(c) All Option Consideration shall be applied to the Purchase Price at Closing, if Closing takes place within the terms and conditions as set forth herein.

(d) In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until **five (5) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). Within five(5) days of delivery of the Exercise, Optionee must deliver an additional payment of Option Consideration in the amount of \$twenty thousand and no/100ths (\$20,000.00) Dollars, thereby increasing the total Option Consideration to \$twenty-five thousand and no / 100ths (25,000.00) Dollars. The Option Consideration shall continue to be governed by Section 3 above. The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date**." In the event Optionee timely elects to

exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall immediately return the Option Consideration to the Optionee, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) Optionor and Optionee acknowledge and agree that this Agreement may be extended for such periods and on such terms as the parties mutually agree to.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is forty five (45) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.

5. Purchase Price: Method of Payment. Subject to prorations, adjustments and credits as otherwise specified in this Section 5 and elsewhere in this Agreement, the purchase price ("**Purchase Price**") to be paid to Optionor for the Property at Closing shall be Eighteen Thousand and no/100 (\$18,000) Dollars per acre.

The total acreage of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Optionee pursuant to the terms of Section 8 hereinafter. The Purchase Price will be calculated by multiplying the price per acre by the acreage determined to the nearest hundredth of an acre.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the "**Impositions**") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (collectively, "**Permitted Exceptions**").

(b) Optionee shall, at Optionee's expense and within six (6) months of the date hereof, examine the title to the Property and shall give Optionor written notice of any objections which render Optionor's title less than fee simple marketable title (each a "**Title Objection**"). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee's title insurer at Closing.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed.

8. Survey.

(a) Optionee shall, within six (6) months of the date hereof, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing.

(b) Optionee shall, within six (6) months of the date hereof give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection shall be deemed to be an election of (ii) above. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which

Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "*Optionee Due Diligence Materials*"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Optionor will not be required to return the Option Consideration until all Optionee Due Diligence Materials have been delivered to the Optionor. Notwithstanding the foregoing, Optionee will raise any objections with respect to the condition of the Property within nine (9) months of the Effective Date.

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; and (v) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title

commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date, provided however, Optionee acknowledges that Optionor will need a period of time following delivery of the Exercise in order to vacate the Property, and Optionee agrees that, notwithstanding the Closing, Optionee will give Optionor not less than ninety (90) days from the date of the Exercise to fully vacate the Property. Optionor and Optionee will enter into an agreement at Closing which provides Optionee possession of the Property for the portion of such 60-day period as is after the Closing Date. Optionor's activities on the Property after Closing shall be limited to those activities necessary in connection with Optionor winding up operations on and vacating the Property.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and

any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Optionor to Optionee.

(x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) Optionor agrees to indemnify, defend and hold harmless Optionee from and against any and all claims or losses related to the presence of hazardous substances or wastes on or at the Property or migrating from the Property at any time prior to or on the Closing Date or for any condition of the Property subject to regulation under any statute, ordinance or regulation for the protection of human health or the environment that is on the Property on the Closing Date. This indemnity shall survive the consummation of the purchase and sale of the Property on the Closing Date.

(c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee, and hereby covenants not to sue Optionee, for specific performance of this Agreement or to prove that Optionor's actual damages exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, in whole or in part, with notice of Assignment in writing to Optionor.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: Longbranch Farm, Inc.
1 Lake Point Rd
Columbia, South Carolina 29209
Attn: R.C McEntire
Phone: (803) 799-3388

With a copy to: NAI Avant Attn: Tom Milliken
PO Box 2267
Columbia, SC 29202
Phone: 803-744-9837

Morris Law Firm
3700 Forest Drive
Forest Acres, SC 29204
Attn: W.D. Morris
803-782-7236

Optionee: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if hereof Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "**Proposal**"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall within forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, and Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. The reimbursement obligation of Optionor under this provision shall not exceed \$43,000.

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property

Signature page to follow.

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 5 day of March, 2013.

WITNESSES:

Monique Walters
Veronica Wise

OPTIONEE:

Richland County, South Carolina

By: John E. Washington
Name: Kelvin E. Washington, Sr.
Title: Council Chair

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, Michelle K. Onley, Notary Public, certify that Kelvin E. Washington, as Council Chair of Richland County, South Carolina, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the 5 day of March, 2013.

Michelle Onley
Notary Public for South Carolina

My Commission Expires 5-29-13

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 21st day of January, 2013.

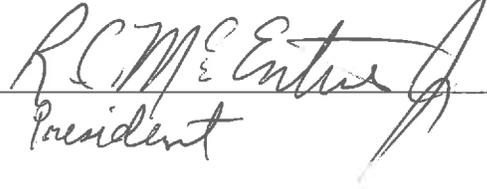
WITNESSES:



R. Bryant

OPTIONOR:

Longbranch Farm, Inc., a South Carolina corporation

By: 

Title: President

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, Lance Aitshie, Notary Public, certify that P.C. McEntire, Jr., as President of Longbranch Farm, Inc., a South Carolina corporation, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the 21st day of January, 2013.



Notary Public for South Carolina

My Commission Expires My Commission Expires May 8, 2016

EXHIBIT "A"

43) that certain piece, parcel or tract of land, with all improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 218.54 Acres, more or less, and being more particularly shown and delineated on a plat prepared for Longbranch Farm, Inc. by United Design Services, Inc. dated December 6, 2004 and recorded in the Office of the Register of Deeds for Richland County in Plat Book 1025 at Page 3242, and shown thereon as having the following metes and bounds, to-wit: Beginning at an iron at the westernmost point of said property at the intersection of Bluff Road and Carswell Drive, thence turning and running N46°29'04"E along Carswell Drive for a distance of 1,043.26 feet to an iron; thence turning and running along property now or formerly of Richland County Recreation Commission as shown on said plat, the following courses and distances: S43°58'45"E for a distance of 284.89 feet to an iron, thence N46°03'01"E for a distance of 1,799.80 feet to an iron, thence N43°56'21"W for a distance of 464.89 feet to an iron; thence turning and running N46°01'55"E along a portion of property now or formerly of Mor-Jay Properties, LLC as shown on said plat for a distance of 28.30 feet to a steel post; thence turning and continuing along property now or formerly of Mor-Jay Properties, LLC N48°30'51"E for a distance of 200.10 feet to a steel post; thence turning and running N48°06'59"E along property now or formerly of Frances S. Smoak, et al. as shown on said plat for a distance of 202.44 feet to a steel post; thence turning and continuing along property now or formerly of Frances S. Smoak, et al. N49°10'18"E for a distance of 232.15 feet to a steel post; thence turning and running N45°06'07"E along property now or formerly of Medlin as shown on said plat for a distance of 207.58 feet to an iron; thence continuing along property now or formerly of Medlin N41°58'30"E for a distance of 199.07 feet to a steel post; thence turning and running N46°16'05"E along property now or formerly of Peacock as shown on said plat for a distance of 257.56 feet to an iron; thence turning and running along the centerline of the creek/branch separating subject property from property now or formerly of Walker Farms Partnership as shown on said plat, the following courses and distances: S18°55'08"W for a distance of 368.54 feet to a point, thence S23°22'11"E for a distance of 235.64 feet to a point, thence S10°49'28"E for a distance of 181.22 feet to a point; thence turning and running S49°14'47"W along property now or formerly of East Richland County Public Service District as shown on said plat for a distance of 169.56 feet to a point; thence turning and continuing along said property now or formerly of East Richland County Public Service District S58°30'17"E for a distance of 3,388.16 feet to an iron; thence turning and running S70°01'19"W along the northwestern right-of-way margin of Longwood Road for a distance 1,686.43 feet to an iron; thence continuing along Longwood Road S70°02'10"W for a distance of 1,300.36 feet to an iron; thence turning and running along property now or formerly of RWE Nukem Corporation as shown on said plat, the following courses and distances: N19°55'09"W for a distance of 1,192.61 feet to an axle, thence S25°00'27"W for a distance of 594.71 feet to an iron, thence S25°01'50"W for a distance of 1,047.48 feet to an iron, thence S18°17'28"E for a distance of 60.67 feet to an iron; thence turning and running along the northwestern right-of-way margin of Longwood Road, the following courses and distances: S50°24'43"W for a distance of 50.02 feet to an iron, thence S43°41'08"W for a distance of 76.52 feet to an iron; thence turning and running N65°02'35"W along property now or formerly of Thomas W. Williamson and property now or formerly of Alvin T. Landers as shown on said plat for a total distance of 857.58 feet to an iron; thence turning and running N63°01'34"W along property now or formerly of Allison's Tapelo, LLC as shown on said plat for a distance of 817.89 feet to an iron; thence turning and running N24°01'56"E along property now or formerly of Rosa Lee Johnson, et al. as shown on said plat for a distance of 155.52 feet to an iron; thence turning and running N66°11'43"W along property now or formerly of Rosa Lee Johnson, et al. and property now or formerly of James Ward, Jr. as shown on said plat for a total distance of 580.35 feet to an iron; thence turning and running N47°37'51"W along Bluff Road as shown on said plat for a distance of 51.41 feet to the iron being the point of beginning.

This being the same property conveyed to Longbranch Farm, Inc. by deed of Branch Interests, A South Carolina General Partnership dated January 31, 1995 and recorded in the Office of the Register of Deeds for Richland County in Deed Book 1240 at Page 819; by deed of R. C. McEntire, Jr. dated January 31, 1995 and recorded in said Register's Office in Deed Book 1240 at Page 822; by deed of Terraceway Service Co., Inc. dated January 10, 2002 and recorded in the Office of the Register of Deeds for Richland County on January 11, 2002 in Book 613 at Page 439; and by deed of R.C. McEntire, Jr. dated February 23, 2005 and recorded in the Office of the Register of Deeds for Richland County on February 24, 2005 in Book 1026 at page 2748.

TMS No.: 16100-02-02, 04, 07, 21

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO 3130 BLUFF ROAD, LLC; AND OTHER RELATED MATTERS.

Richland County Council Request of Action

Subject

Airport Commission-1; there is one vacancy on this commission, and one application was received from the following:
Joel McCreary [**PAGES 387-393**]



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Joel McCreary

Home Address: 2922 Duncan Street, Columbia, SC 29205

Telephone: (home) (803) 603-3858 (work) (803) 771-6267

Office Address: 3111 Devine Street, Columbia, SC 29205

Email Address: jm@msarch.net

Educational Background: BS-Architecture NCSU 1978

Professional Background: Architect

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Jim Hamilton - L.B. Owens Airport Commission

Reason for interest: I am a pilot with a background in airport design, grants and funding.
I believe my background will benefit the County. I would like to contribute.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Please see attached aviation resume

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 20

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: None


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

2

Career Aviation Experience Record

Joel McCreary, AIA
McCreary/Snow Architects, PA
P.O. Box 11143
Columbia, South Carolina 29211
Telephone (803) 771-6267

Education

University of North Carolina - Charlotte , General Studies 1970-1972
North Carolina State University, Bachelor of Environmental Design, Architecture, 1978, Cum Laude

Experience

Mr. McCreary is a registered Architect with 30 years of experience in programming, planning, design, construction documentation, bidding and negotiation, construction administration and project management.

Mr. McCreary has an extensive background in project architecture and project management ranging from low rise to high rise, new construction and renovation/rehabilitation programs throughout the country. His experience includes government agency, military, commercial, institutional, multi-family, aviation planning and design and private sector project types as well as direct heavy construction experience. Mr. McCreary has provided project management services on programs ranging from \$60,000 to \$27,000,000 in Construction and Design value.

Mr. McCreary is an instrument rated general aviation pilot.

Professional Affiliations

American Institute of Architects
South Carolina Chapter, AIA
Southern Building Code Congress
City of Columbia Board of Adjustments

Personal Aviation Project and Client Listings

East Cooper Airport, Charleston, SC
Charleston, South Carolina

Baton Rouge Metropolitan Airport
Terminal Planning, Louisiana

Fort Wayne Int'l. Airport Terminal
Modernization, Indiana

Pitt-Greenville Airport Terminal
Renovation, North Carolina

McGhee-Tyson Airport Terminal
Planning, Knoxville, Tennessee

Allentown-Bethlehem-Easton International
Terminal Planning, Pennsylvania

Southwest Georgia Regional Airport
Terminal Renovation, Albany, Georgia,

Charlotte Douglas International Airport
107.14 Security System, North Carolina

Bloomington - Normal Airport Terminal
Planning, Illinois

McEntire Air National Guard Base
Open End, Eastover, South Carolina

Muscle Shoals Regional Airport, Terminal
Design/Project Management Alabama

Columbia Metropolitan Airport Maintenance
Facility, South Carolina

Columbia Metropolitan Airport Maintenance
Facility, South Carolina

Jackson Municipal Airport Terminal
Planning/Concourse Addition, Mississippi

Albert J. Ellis Airport
Jacksonville, South Carolina

Kalamazoo International Airport, 107.14
Security System, Michigan

Capital Region Airport, 107.14 Security
System Lansing, Michigan

Air Cargo Facilities- Planning, Design,
Construction, Knoxville, Tennessee

Kent County International Airport
107.14, Grand Rapids, Michigan

Key Field Improvement Program
Meridian, Mississippi

Pope Air Force Base
Open End, North Carolina

Craven County Airport Terminal
Design, New Bern, North Carolina

Duke University Medical Center Helipad
Retrofit Feasibility Study, North Carolina

Aviation Project Descriptions

The following pages list and provide details regarding some of Mr. McCreary's project experience working with airports of all sizes throughout the midwest and eastern United States

Southwest Georgia Regional Airport, Albany, GA

Project Manager of a multi-phased terminal development program over a six year period. Program included terminal facility reroofing, baggage claim addition and renovation, terminal renovation and design and construction of an ARFF Maintenance Facility/Air Field Lighting Vault. Program costs exceeded \$2.38 million. In addition, served as client manager for airfield drainage, apron rehabilitation and airfield lighting programs. Responsibilities included, master planning, capital improvement budgeting, grant writing and procurement, Federal Aviation Administration coordination, design, construction administration, program close-out and client/Commission interface. Program was completed within 1/2 of 1% of established renovation, multi-phased budget.

Allentown-Bethlehem-Easton International

Mr. McCreary served as the Project Manager for the landside segments of a 20 year master plan including terminal facilities, parking and utilities. Planned terminal improvements exceeded \$21 million. Responsibilities included tenant/carrier interface, planning, design, budgeting, client/ Authority interface.

Baton Rouge Metropolitan Airport, Baton Rouge, Louisiana

Mr. McCreary served as the Project Manager for the landside planning segments of a 20 year master plan including terminal facilities, parking, utilities and a possible mid-field facility in conjunction with parallel runway development. Responsibilities include planning, design, budgeting, client/Authority interface.

Jackson Municipal Airport, Jackson, MS

Mr. McCreary served as Project Manager for the landside planning and design segment of a 20 year master plan including terminal and parking facilities. The program included the schematic design of a \$9,000,000 concourse expansion for MD-88 and B757 design aircraft.

Fort Wayne International. Airport Terminal Modernization, Fort Wayne, Indiana

Served as Program Manager for a \$30 million dollar Loop Access Roadway and Parking and Terminal Improvement Program and 107.14 Compliance Program. Project includes total reorganization of terminal area facilities. Responsible for design, cost estimating, grant writing, eligibility assessments, critical path management, project team management, tenant/carrier interface, disadvantaged business enterprise programming, Federal Aviation Administration coordination and Fort Wayne - Allen County Authority and Staff interface.

Albert J. Ellis Airport, Jacksonville, NC

Project Manager on a multi-phased terminal renovation and expansion program. Program entailed ticketing wing addition, holding and loading bridge addition, concessions addition, baggage claim addition and existing terminal renovation for a total program cost of approximately \$2.3 million. Responsibilities included design, program applications and grant writing, construction administration, Federal Aviation Administration coordination and client contact. Program was completed within 3% of established renovation budgets.

Pitt-Greenville Airport, Greenville, NC

Project Manager on a \$1.7 million expansion and renovation of the PGV Terminal. Program entailed ticketing, holding and rental car vendor improvements as well as total reorganization of facility circulation to accommodate a 247% increase in enplanements. Responsibilities included design, program grant applications and grant writing, construction administration and client contact. Program was completed within 2.5% of established renovation budget.

Bloomington - Normal Airport, Bloomington, Illinois

Served as Project Manager and client manager for a 20 year terminal area study and proposed new \$19 million terminal facility, access, parking and apron conceptual design, and program budgeting. Responsible for client/Authority interface. Currently involved in the conceptual design of detached rental car facilities.

McGhee-Tyson Airport, Air Cargo Facilities, Knoxville, TN

Project Manager responsible for the facilities planning and design of an \$8 million air cargo complex and redevelopment program. Responsibilities included tenant coordination for build-to-suit cargo facilities for Federal Express, United Parcel Service and Airborne Express. Facility planning, design, construction administration, project budgeting and lease documentation, project closeout and client/Authority contact services were also provided. Program was completed within 2.4% of established program budget.

McEntire Air National Guard Base

Project Manager for a two year indefinite delivery services contract which included the following projects: Reroof Miscellaneous Buildings (4), Repair F-16 Maintenance Dock, Construct Jet Engine Storage Shed, Hurricane Hugo Storm Damage Assessment and Repairs, Renovations/Repairs to Miscellaneous Buildings, Repairs to ARFF Facility, Construct Main Gate House and Construct Non-Destructive Test Lab. Project values exceed \$1.2 million. Responsibilities included Guard interface, budgeting, design and construction administration.

Glynco Jetport, Brunswick, Georgia

Project Manager for a \$400,000 remote holding room addition and terminal renovation. Responsibilities included, design, construction administration and client contact.

Key Field Improvement Program, Meridian, MS

Project Manager for a 20 year master plan for terminal development, terminal design and construction administration of a \$1.9 million renovation program. Project responsibilities entailed planning, design, construction administration, budgeting, grant procurement and administration, and client/City Council interface. Program was completed within 1/2 of 1% of established budget.

Golden Triangle Regional Airport, Columbus, MS

Program Manager for a \$3.3 million renovation and expansion of terminal facilities. Responsibilities included programming, design, budgeting, federal funding apportionment, critical path scheduling, disadvantaged business enterprise programming, client/Authority interface.

Muscle Shoals Regional Airport, Alabama

Program Manager for a \$1.4 million renovation and expansion of terminal facilities. Responsibilities included programming, design, budgeting, federal funding apportionment, critical path scheduling, disadvantaged business enterprise programming, Federal Aviation Administration coordination and client/Authority interface.

State of Michigan Contractor Prequalification Program for 107.14 Compliance Systems

Developed and authored the State of Michigan Contractor Prequalification Program for 107.14 Compliance Systems for all State of Michigan FAR 107.14 projects. Served as committee member in prequalification approval process.

Kalamazoo International Airport, Kalamazoo, Michigan

Project Manager for the Airport's \$852,000 FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

Capital Region Airport, Lansing, Michigan

Project Manager for the Airport's \$1.2 million FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

Kent County International Airport, Grand Rapids, Michigan

Project Manager for the Airport's \$2.1 million FAR 107.14 design. Responsibilities included critical path scheduling, Federal Aviation Administration - ADO and CASFO coordination, construction administration, Michigan Department of Transportation, Bureau of Aeronautics and client interface.

East Cooper FBO

Mr. McCreary was the project architect for the development and construction of new FBO facilities for East Cooper Airport, Charleston, South Carolina. The facility included a 3,000 square foot annex and lounge area and a 5,000 square foot maintenance facility.

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; there is one position on the Foundation; an application was received from the following: **[PAGES 394-397]**

Rena N. Grant*

*Eligible for re-appointment



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Rena N. Grant

Home Address: 1503 Tall Pines Circle, Columbia, SC 29205-4928

Telephone: (home) 803.319.6579 (mobile) _____ (work) 803.734.3091

Office Address: 1105 Pendleton Street, 525 Blatt Building, Columbia, SC 29201

Email Address: renagrants@gmail.com

Educational Background: Bachelor's: History and Political Science, Furman University: 2003

Professional Background: Employed by the SC House of Representatives since September 2005

Male _____ Female X Age: 18-25 _____ 26-50 X Over 50 _____

Name of Committee in which interested: Historic Columbia

Reason for interest: My reason for seeking re-appointment to a Board/Commission/Committee is twofold: I would like to continue to serve my community in a more defined capacity and I would like to continue to use my current skills in order to add value to Historic Columbia.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Characteristics: detail oriented, leadership skills, ability to work effectively and efficiently with individuals from all backgrounds

Qualifications: In addition to having earned a Bachelor's degree in History from Furman University in 2003 and having a genuine interest in historical preservation within Richland County, I have served as the county appointment since appointed in September 7, 2010.

Presently serve on any County Committee, Board or Commission? Historic Columbia (appointed by county council September 7, 2010.

Any other information you wish to give? I have immensely enjoyed working with Historic Columbia and Richland County Council. I welcome the opportunity to be re-appointed.

Recommended by Council Member(s): N/A

Hours willing to commit each month: The number of hours required to fulfill my duties as a member of the Board/Commission/Committee on which I serve.

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 X

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 X

If so, describe: _____

Rena N Grant

Applicant's Signature

1 OCT 2014

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

Procurement Review Panel [**PAGES 398-400**]

PROCUREMENT REVIEW PANEL

The Panel is responsible for providing an administrative review of formal protest decision arising from the solicitation and award of contracts, the debarment or suspension of a person from the consideration for award of a contract, a decision concerning the resolution of a contract or breach of contract controversy, or any other decision, policy or procedure arising from or concerning the expenditure of County funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of the code and regulations. The panel shall be composed of five members.

Representatives must be:

- One member who serves in a public procurement arena,
- One member who represents the service industry,
- One member who is from the construction industry,
- One member who is from the professional services
- One member who is from the consumer industry.

Thomas K. Barnes, Jr. (Public Procurement)

Lindsey Dale Boozer (Construction)

Eleanor B. Kellett (Consumer)

Mary Louise Resch (Service Industry)

Willa Bailey Martin (Professional)

PROCUREMENT REVIEW PANEL

The Panel is responsible for providing an administrative review of formal protests of decisions arising from the solicitation and award of contracts, the debarment or suspension of a person from the consideration for award of a contract, a decision concerning the resolution of a contract or breach of contract controversy, or any other decision, policy or procedure arising from or concerning the expenditure of County funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of the code and regulations. The panel shall be composed of five members. Representatives must be:

- One member who serves in a public procurement arena,
- One member who represents the service industry,
- One member who is from the construction industry,
- One member who is from the professional services,
- One member who is from the consumer industry.

Thomas K. Barnes, Jr.
152 Fox Run Drive
Hopkins, SC 29061
(H) 776-9422
(O)
9/6/94
(Public)

Lindsey Dale Boozer
627 Galway Lane
Columbia, SC 2920
776-0348 (H)
(O)
9/6/94
(Construction)

Eleanor B. Kellett
2 Beaver Dam Court
Columbia, SC 29223
788-4999 (H)
253-7604 (O)
9/6/94
(Consumer)

Mary Louise Resch (resigned)
1016 Harvey Killian Road
Chapin, SC 29036
781-7390 (H)
321-2117 (O)
9/6/94
(Service Industry)

Willa Bailey Martin
2050 N. Beltline Blvd. #302W
Columbia, SC 29204
(H) (803) 764-1482
(C) (615) 554-7090
Willa.bailey@yahoo.com
Appointed 9/9/14
(Professional)

Richland County Council Request of Action

Subject

Council review why varying boards have varying terms and consider if terms should be consistent [Dixon, Malinowski and Manning]

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Package E Bid Results [**PAGES 403-404**]
- b. Limited Notice Contract for Dirt Road Paving Team



November 6, 2014
Christy Swofford
Richland County Procurement
2020 Hampton St., Suite 3064
Columbia, SC 29204

Re: Richland County
2014 Package E Project
Project No. RC-608-CN-2015

Dear Mrs. Swofford:

The Richland Penny has reviewed the four (4) submitted bids for the Richland County 2014 CDBG Dirt Road Paving Project (Package E) and found no irregularities in the lowest bid. The bids were as follows:

C. R. Jackson, Inc.	\$533,211.94
The Lane Construction Corp.	\$621,301.08
Cherokee, Inc.	\$659,488.22
Sloan Construction Company	\$659,662.09

Attached is a final bid tab sheet for your reference. A review of the contract with the low bid shows a commitment of 8.2% utilization of Disadvantage Business Enterprise (DBE) companies. The Richland Penny recommends that the contract to be awarded to low bidder, C. R. Jackson, Inc. It is further recommended that the approval of the award also include a 10% contingency of \$53,321.00. We will schedule the pre-construction conference once we have been notified by you that council has approved the contract.

Sincerely,

Clem Watson, P.E.
Construction Engineering Manager
Richland County Transportation Penny Program

Concur: Perry
Rob Perry, Director of Transportation

Approved: _____
Christy Swafford, Assistant Director of Procurement & Contracting

201 Arbor Lake Drive • Columbia, SC 29223

P: 803-726-6170 F: 844-RCPenny

EMAIL: info@RichlandPenny.com WEB: www.RichlandPenny.com

BID NO. RC-608-CN-2015
RICHLAND COUNTY 2014 PACKAGE E PROJECT

PAY ITEM	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		TOTAL PRICE
				UNIT PRICE	TOTAL PRICE	
1031000	MOBILIZATION	LS	NEC.	\$19,943.76	\$19,943.76	\$19,943.76
1071000	TRAFFIC CONTROL	LS	NEC.	\$9,204.61	\$9,204.61	\$9,204.61
2011000	CLEARING & GRUBBING WITHIN RIGHT-OF-WAY	LS	NEC.	\$27,624.16	\$27,624.16	\$27,624.16
2031000	UNCLASSIFIED EXCAVATION	CY	1688.000	\$32.50	\$54,210.00	\$54,210.00
2033000	BORROW EXCAVATION	CY	200.000	\$38.50	\$7,700.00	\$7,700.00
3050100	GABC (6" UNIFORM)	YD	11982.000	\$9.00	\$108,838.00	\$108,838.00
4013200	MILLING EXISTING ASPHALT PAVEMENT 2.0"	SY	190.000	\$27.50	\$5,225.00	\$5,225.00
4030340	H/M ASPH. SURF. CR. TYPE C (20 LBS/Y)	TON	1054.000	\$75.00	\$79,050.00	\$79,050.00
6259025	PA WHITE SOLID LINES (STOP/DIAGONAL LINES)FAST DRY PAINT	LF	160.000	\$4.50	\$720.00	\$720.00
6250110	PF YELLOW SOLID LINE(PV EDEGRO PASSING ZONE)FAST DRY PAINT	LF	700.000	\$1.70	\$1,190.00	\$1,190.00
6510100	PLAT SHEET, TYPE III, FIXED SZ. & MSG. SIGN	EA	28.000	\$30.00	\$840.00	\$840.00
7141112	15" R.C PIPE CUL. - CLASS III	LF	168.000	\$50.00	\$8,400.00	\$8,400.00
7141113	18" R.C PIPE CUL. - CLASS III	LF	268.000	\$67.00	\$17,996.00	\$17,996.00
7141114	24" R.C PIPE CUL. - CLASS III	LF	88.000	\$75.00	\$6,600.00	\$6,600.00
7191205	CATCH BASIN - TYPE 9	EA	1.000	\$2,300.00	\$2,300.00	\$2,300.00
8041000	RIP-RAP (CLASS B)	TON	56.000	\$59.50	\$3,332.00	\$3,332.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE B	SY	63.000	\$11.00	\$693.00	\$693.00
8100001	PERMANENT VEGETATION	LS	NEC.	\$8,000.00	\$8,000.00	\$8,000.00
8100100	ORGANIC TOPSOIL	CY	955.000	\$39.00	\$37,245.00	\$37,245.00
8103100	TEMPORARY VEGETATION	MT	6.776	\$276.00	\$1,870.18	\$1,870.18
8151100	EROSION CONTROL MATTING	YD	6517.000	\$2.00	\$13,034.00	\$13,034.00
8153000	NPDES SILT FENCE	LF	2595.000	\$3.50	\$9,082.50	\$9,082.50
8156100	ROCK CHECK DAM	TON	8.000	\$60.00	\$480.00	\$480.00
8156460	STABILIZED CONSTRUCTION ENTRANCE	EA	4.000	\$3,000.00	\$12,000.00	\$12,000.00
815	EROSION CONTROL MAINTENANCE	LS	NEC.	\$20,000.00	\$20,000.00	\$20,000.00
CONTINGENT ITEMS						
C2031000	UNCLASSIFIED EXCAVATION	CY	200.000	\$32.50	\$6,500.00	\$6,500.00
C2033000	UNKNOWN EXCAVATION	CY	200.000	\$38.50	\$7,700.00	\$7,700.00
C2034000	ROCK EXCAVATION	CY	250.000	\$12.00	\$3,000.00	\$3,000.00
C3565900	MAINTENANCE ENGINE	TON	160.000	\$28.00	\$4,480.00	\$4,480.00
C7141112	15" R.C PIPE CUL. - CLASS III	LF	24.000	\$50.00	\$1,200.00	\$1,200.00
C7141113	18" R.C PIPE CUL. - CLASS III	LF	48.000	\$67.00	\$3,216.00	\$3,216.00
C6041010	RIP-RAP (CLASS B)	TON	80.000	\$90.00	\$7,200.00	\$7,200.00
C8151110	EROSION CONTROL MATTING	SY	2000.000	\$2.00	\$4,000.00	\$4,000.00
C8153000	NPDES SILT FENCE	LF	450.000	\$3.50	\$1,575.00	\$1,575.00

Subcontractor	Unit Price	Total Price
C. R. Jackson	\$ 25,000.00	\$ 25,000.00
Lane	\$ 27,200.00	\$ 27,200.00
Charlotte	\$ 31,500.00	\$ 31,500.00
Steen	\$ 40,000.00	\$ 40,000.00
	\$ 45,000.00	\$ 45,000.00
	\$ 75,000.00	\$ 75,000.00
	\$ 47.30	\$ 78,856.40
	\$ 29.00	\$ 8,000.00
	\$ 12.30	\$ 145,148.60
	\$ 50.00	\$ 5,000.00
	\$ 102.00	\$ 107,508.00
	\$ 4.50	\$ 450.00
	\$ 1.15	\$ 805.00
	\$ 45.00	\$ 1,260.00
	\$ 72.00	\$ 12,096.00
	\$ 74.00	\$ 19,092.00
	\$ 84.00	\$ 7,560.00
	\$ 3,800.00	\$ 3,800.00
	\$ 83.00	\$ 4,648.00
	\$ 3.90	\$ 245.70
	\$ 7,000.00	\$ 7,000.00
	\$ 345.00	\$ 4,842.67
	\$ 23.00	\$ 15,985.00
	\$ 220.00	\$ 1,490.72
	\$ 1.50	\$ 12,775.50
	\$ 2.10	\$ 5,448.50
	\$ 83.00	\$ 664.00
	\$ 2,900.00	\$ 11,600.00
	\$ 3,500.00	\$ 3,500.00
	\$ 47.30	\$ 9,460.00
	\$ 29.00	\$ 5,800.00
	\$ 32.00	\$ 8,000.00
	\$ 26.00	\$ 4,160.00
	\$ 72.00	\$ 1,728.00
	\$ 74.00	\$ 3,562.00
	\$ 83.00	\$ 6,640.00
	\$ 1.50	\$ 3,000.00
	\$ 2.10	\$ 945.00
	\$ 50.00	\$ 5,000.00
	\$ 50.00	\$ 5,000.00
	\$ 25.00	\$ 6,250.00
	\$ 50.00	\$ 8,000.00
	\$ 40.00	\$ 960.00
	\$ 50.00	\$ 2,400.00
	\$ 80.00	\$ 6,400.00
	\$ 3.00	\$ 6,000.00
	\$ 5.00	\$ 2,500.00
	\$ 50.00	\$ 5,000.00
	\$ 68.50	\$ 13,700.00
	\$ 50.00	\$ 5,000.00
	\$ 11.40	\$ 1,140.00
	\$ 105.00	\$ 105,400.00
	\$ 7.50	\$ 750.00
	\$ 0.60	\$ 560.00
	\$ 25.00	\$ 700.00
	\$ 59.25	\$ 16,674.00
	\$ 83.30	\$ 21,491.40
	\$ 106.20	\$ 8,468.00
	\$ 4,275.00	\$ 4,275.00
	\$ 95.00	\$ 5,320.00
	\$ 48.00	\$ 2,520.00
	\$ 5,600.00	\$ 5,600.00
	\$ 450.00	\$ 6,056.65
	\$ 20.00	\$ 13,900.00
	\$ 330.00	\$ 2,238.08
	\$ 2.35	\$ 20,014.95
	\$ 5.00	\$ 12,975.00
	\$ 400.00	\$ 3,200.00
	\$ 500.00	\$ 2,000.00
	\$ 5,600.00	\$ 5,600.00
	\$ 50.00	\$ 10,000.00
	\$ 68.50	\$ 13,700.00
	\$ 50.00	\$ 12,500.00
	\$ 30.00	\$ 4,800.00
	\$ 99.25	\$ 2,382.00
	\$ 63.60	\$ 4,022.40
	\$ 95.00	\$ 7,600.00
	\$ 2.35	\$ 4,700.00
	\$ 5.00	\$ 2,250.00
	\$ 52.50	\$ 10,500.00
	\$ 17.00	\$ 3,400.00
	\$ 25.00	\$ 6,250.00
	\$ 30.00	\$ 4,800.00
	\$ 34.00	\$ 816.00
	\$ 34.00	\$ 1,652.00
	\$ 55.00	\$ 4,400.00
	\$ 1.75	\$ 3,500.00
	\$ 2.60	\$ 1,170.00

Subcontractor	Unit Price	Total Price
C. R. Jackson	\$ 25,000.00	\$ 25,000.00
Lane	\$ 27,200.00	\$ 27,200.00
Charlotte	\$ 31,500.00	\$ 31,500.00
Steen	\$ 40,000.00	\$ 40,000.00
	\$ 45,000.00	\$ 45,000.00
	\$ 75,000.00	\$ 75,000.00
	\$ 47.30	\$ 78,856.40
	\$ 29.00	\$ 8,000.00
	\$ 12.30	\$ 145,148.60
	\$ 50.00	\$ 5,000.00
	\$ 102.00	\$ 107,508.00
	\$ 4.50	\$ 450.00
	\$ 1.15	\$ 805.00
	\$ 45.00	\$ 1,260.00
	\$ 72.00	\$ 12,096.00
	\$ 74.00	\$ 19,092.00
	\$ 84.00	\$ 7,560.00
	\$ 3,800.00	\$ 3,800.00
	\$ 83.00	\$ 4,648.00
	\$ 3.90	\$ 245.70
	\$ 7,000.00	\$ 7,000.00
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	\$ 1.50	\$ 12,775.50
	\$ 2.10	\$ 5,448.50
	\$ 83.00	\$ 664.00
	\$ 2,900.00	\$ 11,600.00
	\$ 3,500.00	\$ 3,500.00
	\$ 47.30	\$ 9,460.00
	\$ 29.00	\$ 5,800.00
	\$ 32.00	\$ 8,000.00
	\$ 26.00	\$ 4,160.00
	\$ 72.00	\$ 1,728.00
	\$ 74.00	\$ 3,562.00
	\$ 83.00	\$ 6,640.00
	\$ 1.50	\$ 3,000.00
	\$ 2.10	\$ 945.00
	\$ 50.00	\$ 5,000.00
	\$ 50.00	\$ 5,000.00
	\$ 25.00	\$ 6,250.00
	\$ 50.00	\$ 8,000.00
	\$ 40.00	\$ 960.00
	\$ 50.00	\$ 2,400.00
	\$ 80.00	\$ 6,400.00
	\$ 3.00	\$ 6,000.00
	\$ 5.00	\$ 2,500.00
	\$ 50.00	\$ 5,000.00
	\$ 68.50	\$ 13,700.00
	\$ 50.00	\$ 5,000.00
	\$ 11.40	\$ 1,140.00
	\$ 105.00	\$ 105,400.00
	\$ 7.50	\$ 750.00
	\$ 0.60	\$ 560.00
	\$ 25.00	\$ 700.00
	\$ 59.25	\$ 16,674.00
	\$ 83.30	\$ 21,491.40
	\$ 106.20	\$ 8,468.00
	\$ 4,275.00	\$ 4,275.00
	\$ 95.00	\$ 5,320.00
	\$ 48.00	\$ 2,520.00
	\$ 5,600.00	\$ 5,600.00
	\$ 450.00	\$ 6,056.65
	\$ 20.00	\$ 13,900.00
	\$ 330.00	\$ 2,238.08
	\$ 2.35	\$ 20,014.95
	\$ 5.00	\$ 12,975.00
	\$ 400.00	\$ 3,200.00
	\$ 500.00	\$ 2,000.00
	\$ 5,600.00	\$ 5,600.00
	\$ 50.00	\$ 10,000.00
	\$ 68.50	\$ 13,700.00
	\$ 50.00	\$ 12,500.00
	\$ 30.00	\$ 4,800.00
	\$ 99.25	\$ 2,382.00
	\$ 63.60	\$ 4,022.40
	\$ 95.00	\$ 7,600.00
	\$ 2.35	\$ 4,700.00
	\$ 5.00	\$ 2,250.00
	\$ 52.50	\$ 10,500.00
	\$ 17.00	\$ 3,400.00
	\$ 25.00	\$ 6,250.00
	\$ 30.00	\$ 4,800.00
	\$ 34.00	\$ 816.00
	\$ 34.00	\$ 1,652.00
	\$ 55.00	\$ 4,400.00
	\$ 1.75	\$ 3,500.00
	\$ 2.60	\$ 1,170.00

Subcontractor	Unit Price	Total Price
C. R. Jackson	\$ 25,000.00	\$ 25,000.00
Lane	\$ 27,200.00	\$ 27,200.00
Charlotte	\$ 31,500.00	\$ 31,500.00
Steen	\$ 40,000.00	\$ 40,000.00
	\$ 45,000.00	\$ 45,000.00
	\$ 75,000.00	\$ 75,000.00
	\$ 47.30	\$ 78,856.40
	\$ 29.00	\$ 8,000.00
	\$ 12.30	\$ 145,148.60
	\$ 50.00	\$ 5,000.00
	\$ 102.00	\$ 107,508.00
	\$ 4.50	\$ 450.00
	\$ 1.15	\$ 805.00
	\$ 45.00	\$ 1,260.00
	\$ 72.00	\$ 12,096.00
	\$ 74.00	\$ 19,092.00
	\$ 84.00	\$ 7,560.00
	\$ 3,800.00	\$ 3,800.00
	\$ 83.00	\$ 4,648.00
	\$ 3.90	\$ 245.70
	\$ 7,000.00	\$ 7,000.00
	\$ 345.00	\$ 4,842.67
	\$ 23.00	\$ 15,985.00
	\$ 220.00	\$ 1,490.72
	\$ 1.50	\$ 12,775.50
	\$ 2.10	\$ 5,448.50
	\$ 83.00	\$ 664.00
	\$ 2,900.00	\$ 11,600.00
	\$ 3,500.00	\$ 3,500.00
	\$ 47.30	\$ 9,460.00
	\$ 29.00	\$ 5,800.00
	\$ 32.00	\$ 8,000.00
	\$ 26.00	\$ 4,160.00
	\$ 72.00	\$ 1,728.00
	\$ 74.00	\$ 3,562.00
	\$ 83.00	\$ 6,640.00
	\$ 1.50	\$ 3,000.00
	\$ 2.10	\$ 945.00
	\$ 50.00	\$ 5,000.00
	\$ 50.00	\$ 5,000.00
	\$ 25.00	\$ 6,250.00
	\$ 50.00	\$ 8,000.00
	\$ 40.00	\$ 960.00

Richland County Council Request of Action

Subject

REPORT OF THE FIRE ADVISORY COMMITTEE

Richland County Council Request of Action

Subject

- a. I move that County Council amend its rules to require roll call voting on every vote taken. **[ROSE]**
- b. Motion to direct the Clerk's Office to work with school district 1, 2, and 5, to create a way for their students to display art work throughout the county building. **[DIXON AND WASHINGTON]**
- c. I move to direct staff and the clerk's office to develop a plan of action to develop a comprehensive youth program for Richland County that will identify and offer a solution for the youth we classify as "at risk" **[ROSE]**
- d. Move that the terms of Board members to the Lexington Richland Alcohol & Drug Commission (LRADAC) be changed from "two, three year terms" to "three, three year terms" so that Richland County appointees have the same opportunities for extended service on this board as Lexington County appointees are currently allowed **[PEARCE]**
- e. Move that the Economic Development Committee develop an Ordinance or Resolution providing for an annual compliance audit of all private student housing developments located in Richland County that have been provided property tax abatements and/or other financial incentives by Richland County Council and that this provision be incorporated into all current and future agreements related to student housing. The cost of these audits will be born by the recipient of the financial incentives **[PEARCE]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda