

**Special Called Meeting  
December 13, 2016 - 6:00 PM  
Council Chambers**

**Call to Order**

- 1 The Honorable Torrey Rush

**Invocation**

- 2 The Honorable Julie-Ann Dixon

**Pledge of Allegiance**

- 3 The Honorable Julie-Ann Dixon

**Presentations**

- 4
  - a. Carolina United: Essie Garner
  - b. Director's Customer Service Competition Recognition/Award Presentation

**Approval of Minutes**

- 5 Regular Session: December 6, 2016 [PAGES 7-17]

**Adoption of Agenda**

6

**Report of the Attorney for Executive Session Items**

- 7 a. Pending Litigation: Jones vs. Richland County
- b. Employee Grievances (2)
- c. Legal Advice: Land Development Code Enforcement

**Citizen's Input**

- 8 For Items on the Agenda Not Requiring a Public Hearing

**Report of the County Administrator**

- 9 a. County Organization Design Structure: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to restructure the departments of the County" [FIRST READING] [PAGES 18-65]

**Report of the Clerk of Council**

- 10 a. Swearing-In Ceremony, January 10, 2017, 3:00 p.m., Council Chambers - Reception Immediately following
- b. January Council/Committee Meetings, January, 2017: Special Called Council Meeting - 4:45 p.m.; Development and Services Committee - 5:00 p.m.; Administration and Finance Committee - 6:00 p.m.
- c. 2017 Annual Council Retreat, January 26 - 27, 2017, Charleston, SC

**Report of the Chair**

- 11 a. Personnel Matter

**Second Reading Items**

- 12 An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-16 related to payment of legal bills [PAGES 66-67]
- 13 An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$1.00 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100th Birthday [PAGES 68-87]

### **Report of Economic Development Committee**

- 14 a. Authorizing the provision of water and sewer infrastructure to the Pineview Industrial Park and the execution of certain agreements related thereto; authorizing an amendment to the master agreement governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County ("Park") to amend the internal distribution to Richland County for property located in the Pineview Industrial Park area of the park; and other related matters [PAGES 88-99]

### **Report of the Rules and Appointments Committee**

#### **Notification of Vacancies**

- 15 a. Accommodations Tax – Three (3) Vacancies (One applicant must have a background in the Cultural Industry; other Two applicants must have a background in the Lodging Industry)
- b. Community Relations Council – Three (3) Vacancies (Applicants will have fundraising responsibilities)
- c. Hospitality Tax – Two (2) Vacancies (Applicants must be from Restaurant Industry)
- d. Internal Audit Committee – One (1) Vacancy (Applicant must be a CPA)
- e. Business Service Center Appeals Board – One (1) Vacancy (Applicants must be in Business industry)
- f. Board of Assessment Appeals – One (1) Vacancy
- g. Planning Commission – One (1) Vacancy
- h. Central Midlands Council of Governments (CMCOG) – One (1) Vacancy
- i. Building Codes Board of Appeals – One (1) Vacancy (Applicant must be from Architecture Industry)
- j. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the

public procurement arena & one applicant must be from the consumer industry)

k. Employee Grievance Committee – One (1) Vacancy – (Applicant must be a Richland County employee)

l. Transportation Penny Advisory Committee – Five (5) Vacancies

### **Notification of Appointments**

**16** Airport Commission - 1 [PAGES 100-103]

a. Jerome M. Miller

b. John D. Parrish

**17** Riverbanks Park Commission - 1 [PAGES 104-109]

a. Robert G. Davidson

b. David Christian (Chris) Goodall

**18** Business Service Center Appeals Board – Two (2) Vacancies ( Applicants must be in Business industry) [PAGES 110-111]

a. A. Dowl Knight

### **Report of the Transportation Ad Hoc Committee**

**19** a. Shop Road Widening Project: OET Service Agreement [PAGES 112-158]

b. Blythewood Road Widening Project: Concept Report [PAGES 159-167]

### **Other Items**

**20** Certifying a petition received by Richland County, South Carolina, pursuant to Section 4-9-30(5)(a) of the Code of Laws of South Carolina, 1976, as amended, and other matters relating thereto [Lake Dogwood] [PAGES 168-173]

**21** Palmetto Utilities - Amendment to 2006 Agreement [PAGES 174-220]

## **Citizen's Input**

- 22 Must Pertain to Items Not on the Agenda

## **Executive Session**

## **Motion Period**

- 23 a. A centralized court in Richland County was always a dream of Judge Walter Jones; therefore, after his death in 1999, the Central Court facility on Huger Street was renamed in his honor as the "Walter Jones, Sr. Central Court Facility." Central Court has recently relocated from the Huger Street location to the Decker Center. I move that a part of the Decker Center and/or a court room in the facility be named in honor of the late Judge Walter Jones and the bronze bust commissioned by Richland County be placed at the facility. [JACKSON]

## **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

## SOUTH CAROLINA

### REGULAR SESSION MEETING

December 6, 2016  
6:00 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. Rush called the meeting to order at approximately 6:00 PM

#### INVOCATION

The Invocation was led by the Honorable Greg Pearce

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Greg Pearce

#### PRESENTATIONS

- a. Director's Customer Service Competition Recognition/Award Presentation**  
- The following departments presented their Customer Service Competition entries to County Council: Register of Deeds, Community Development, Animal Care, Information Technology, Finance, Solid Waste, Building Inspections, Planning, Support Services, and Public Works.

#### APPROVAL OF MINUTES

**Regular Session: November 1, 2016** – Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

#### ADOPTION OF AGENDA

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

#### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

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

- a. Potential Contractual Matter: Palmetto Utilities, Inc.**  
**b. Pending Litigation Update: Richland County vs. SC Department of Revenue**



#### Committee Members Present

Torrey Rush, Chair  
Greg Pearce, Vice Chair  
Joyce Dickerson  
Julie-Ann Dixon  
Norman Jackson  
Damon Jeter  
Paul Livingston  
Bill Malinowski  
Jim Manning  
Dalhi Myers  
Seth Rose

#### Others Present:

Gerald Seals  
Kimberly Roberts  
Daniel Driggers  
Michelle Onley  
Quinton Epps  
Brandon Madden  
Larry Smith  
Brad Farrar  
Ismail Ozbek  
Dwight Hanna  
Beverly Harris  
Rob Perry  
Judy Carter  
Kelly Cunningham  
Mike Smith  
Sandra Haynes  
Christy Swofford  
Meagan Douglas  
Bill Peters  
Hayden Davis  
Laura Renwick  
Tiffany Harrison  
John Hopkins  
Donny Phipps  
Kecia Lara  
Valeria Jackson  
Geo Price  
Dale Welch

- c. Personnel Matter
- d. Item # 21.b. – Shop Road Extension Phase I Project: Construction contract award

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

Ms. Kathleen McDaniel, Mr. R. Joseph Richardson and Mr. Robert M. Richardson spoke regarding Item #21.b.  
– Shop Road Extension Phase I Project.

**REPORT OF THE COUNTY ADMINISTRATOR**

No report was given.

**REPORT OF THE CLERK OF COUNCIL**

- a. **REMINDER: China Jushi Groundbreaking, Pineview Industrial Park, December 8<sup>th</sup>, 10:30 a.m.** – Ms. Onley reminded Council of the China Jushi Groundbreaking on December 8<sup>th</sup> at the Pineview Industrial Park.
- b. **Council Farewell Drop-In, December 13<sup>th</sup>, 4<sup>th</sup> Floor Conference Room, 4:45 p.m.** – Ms. Onley stated there will be a farewell drop-in for the departing Council members on Tuesday, December 13<sup>th</sup> in the 4<sup>th</sup> Floor Conference at 4:45 p.m.

**REPORT OF THE CHAIR**

- a. **Personnel Matter** – This item was taken up in Executive Session.

**OPEN/CLOSE PUBLIC HEARINGS**

- **In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Economic Development Revenue Bonds (Green Midlands, LLC Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$13,875,000** – No one signed up to speak.
- **Resolution approving the issuance of not to exceed \$72,000,000 of tax-exempt bonds to be issued by the Public Finance Authority to finance and refinance certain costs of various projects on behalf of the Foundation for Affordable Housing** – Mr. Stephen Cox spoken in favor of this item.
- **An Ordinance Amending the Richland County Code of Ordinance, Chapter 2, Administration; so as to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator** – No one signed up to speak.

**APPROVAL OF CONSENT ITEMS**

■ **Support Services: Township Auditorium Safety Catwalk Upgrade**

Ms. Dixon moved, seconded by Mr. Manning, to approve the consent items. The vote in favor was unanimous.

**THIRD READING**

**An Ordinance Authorizing the First Amendment of that certain fee agreement by and between Richland County, South Carolina and Sensor Electronic Technology, Inc., relating to, without limitation, extension of the completion date to allow for continuing and further investment in the project and other related matters** – Mr. Livingston moved, seconded by Ms. Dixon, to approve this item.

Mr. Malinowski requested the Exhibit A to be provided prior to this item being filed with the court.

**FOR**                      **AGAINST**

- Rose
- Malinowski
- Dixon
- Jackson
- Pearce
- Rush
- Livingston
- Dickerson
- Myers
- Manning
- Jeter

The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so s to move the division known as the Office of Small Business Opportunity from Procurement so that this division directly reports to the County Administrator** – Ms. Dixon moved, seconded by Mr. Manning, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote in favor was unanimous.

**REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

**Council Motion: Motion to Approve Ordinance that Prohibits the Payment of Legal Fees and/or Financial Judgments Created by any Department and/or Agency that does not Directly Report Administratively to Richland County Government** – Mr. Farrar stated the title for this item would be “Payment of Legal Fees or Settlement Amounts for Entities not created by County ordinance or whose members are not appointed by Richland County”. The following language is recommended by Legal to be added to the ordinance: “This ordinance only applies to boards, committees, commissions or similar entities, and does not apply to offices under the direction of County elected officials or offices under the direction of officials appointed by the Richland County Council or the Richland County Administrator.”

Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

**Council Motion: Seed Funding for Commemorating Fort Jackson’s 100<sup>th</sup> Birthday** – Mr. Manning moved, seconded by Mr. Rose, to approve this item for First Reading in the amount of \$200,000 from the Hospitality Tax fund. Staff will provide further information at Second Reading.

Mr. Rose inquired if this was a time sensitive matter.

Mr. Manning stated it is time sensitive as the request is seed funding for an event that will take place in July 2017.

Mr. Malinowski expressed concern there was not more information provided to Council prior to a vote being taken on the item.

Mr. Livingston made a substitute motion, seconded by Mr. Pearce, to approve this item for First Reading in the amount of \$1.00.

Ms. Dixon inquired, on behalf of her constituent, if the park may be accessed by non-military persons.

The vote in favor of the substitute motion was unanimous.

**Freedom of Information Act Policy Revision** – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item.

Mr. Smith stated the revisions are the rates for researching and copying of documents and process of obtaining information from various departments.

- | <b><u>FOR</u></b> | <b><u>AGAINST</u></b> |
|-------------------|-----------------------|
| Malinowski        |                       |
| Dixon             |                       |
| Jackson           |                       |
| Pearce            |                       |
| Rush              |                       |
| Livingston        |                       |
| Dickerson         |                       |
| Manning           |                       |
| Jeter             |                       |

The vote in favor was unanimous. Mr. Rose and Ms. Myers were not present during the vote.

### **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

#### **I. NOTIFICATION OF APPOINTMENTS**

- a. **Planning Commission – 1** – Mr. Malinowski stated the committee recommended re-advertising for the vacancy. The vote was in favor.
- b. **Central Midlands Council of Governments (CMCOG) – 1** – Mr. Malinowski stated the committee recommended appointing Mr. E. W. Cromartie, II.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to re-advertise for the vacancy to allow residents of the unincorporated area of the County an opportunity to apply and serve on the committee.

The vote was in favor.

- c. **Hospitality Tax – 3 (Two applicants must be from the Restaurant Industry; other position is at-large seat)** – Mr. Malinowski stated the committee recommended appointing Mr. Micah Taylor Lybrand and re-advertising for the two (2) remaining vacancies. The vote in favor was unanimous.

### **REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

- a. **North Main Street Widening Project: Construction contract award** – Mr. Livingston stated the committee recommended awarding the contract to L-J, Inc. in the amount of \$36,566,896.21 and to authorize a 10% construction contingency fee and to increase the utility reallocation to \$8.7 million.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Jeter	

The vote in favor was unanimous.

**b. Shop Road Extension Phase I Project: Construction contract award** – This item was taken up in Executive Session.

Mr. Manning requested to reconsider Item #19: “Central Midlands Council of Governments (CMCOG) – 1”.

Mr. Rush ruled stated in order for Mr. Manning to move to reconsider the item he would have had to have voted on the prevailing side; therefore, the motion was not proper.

### **OTHER ITEMS**

**In Support of the issuance by the South Carolina Jobs Economic Development Authority of its Economic Development Revenue Bonds (Green Midlands, LLC Project), in one or more series, pursuant to the provisions of Title 41, Chapter 43, of the Code of Laws of South Carolina 1976, as amended, in the aggregate principal amount of not exceeding \$13,875,000** – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item.

Mr. Malinowski requested a staff recommendation on these type items in the future.

<u>FOR</u>	<u>AGAINST</u>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Jeter	

The vote in favor was unanimous.

**Resolution approving the issuance of not to exceed \$72,000,000 of tax-exempt bonds to be issued by the Public Finance Authority to finance and refinance certain costs of various projects on behalf of the Foundation for Affordable Housing** – Mr. Pearce moved, seconded by Ms. Dixon, to approve this item.

<b><u>FOR</u></b>	<b><u>AGAINST</u></b>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Jeter	

The vote in favor was unanimous.

Mr. Rose moved to reconsider Item #19: “Central Midlands Council of Governments (CMCOG) – 1”.

Mr. Smith ruled that he was not present at the time of the vote; therefore, he could not move for reconsideration.

**A Resolution to appoint and commission Jeffrey K. Osteen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County** – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item.

<b><u>FOR</u></b>	<b><u>AGAINST</u></b>
Rose	
Malinowski	
Dixon	
Jackson	
Pearce	
Rush	
Livingston	
Dickerson	
Jeter	

The vote in favor was unanimous.

**A Resolution to appoint and commission Lou Dinkins as a Residential Building Inspector for the proper security, general welfare, and convenience of Richland County** – Ms. Dixon moved, seconded by Mr. Malinowski, to approve this item.

**FOR**

Rose  
Malinowski  
Dixon  
Jackson  
Pearce  
Rush  
Livingston  
Dickerson  
Myers  
Jeter

**AGAINST**

The vote in favor was unanimous.

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

Mr. Toney Forrester continued his "story" from the previous Council meetings.

Ms. Helen Taylor Bradley spoke regarding the Lower Richland Sewer Project.

**EXECUTIVE SESSION**

*Council went into Executive Session at approximately 7:17 p.m.  
and came out at approximately 9:02 p.m.*

- a. Shop Road Extension Phase I Project: Construction contract award** – Mr. Livingston stated the committee recommended awarding the contract to McClam & Associates, Inc. in the amount of \$24,539,292.95 and to authorize a 10% construction contingency in the amount of \$2,453,928.30. It is further recommended to authorize 5% for utility relocation, which equates to \$1,226,964.15.

Mr. Pearce requested Mr. Smith to state the County's policy under review by the Procurement Review Panel.

Mr. Smith stated the ordinance reads as follows: "...an appeal to the Procurement Review Panel shall not stay issuance or execution of a contract."

**Richland County Council  
Regular Session Meeting  
Tuesday, December 6, 2016  
Page Nine**

<u>FOR</u>	<u>AGAINST</u>
Dixon	Rose
Jackson	Malinowski
Pearce	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote was in favor.

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

- b. Personnel Matter** – Mr. Jackson moved, seconded by Ms. Dixon, to offer the position of County Administrator to Gerald Seals under the same terms and conditions as the contract with the former County Administrator, contingent up on Mr. Seals signature on the contract.

Mr. Manning made a substitute motion, seconded by Mr. Pearce, to defer this item until the December 13<sup>th</sup> Council meeting.

<u>FOR</u>	<u>AGAINST</u>
Rose	Dixon
Malinowski	Jackson
Pearce	Rush
Livingston	Dickerson
Manning	Myers
	Jeter

The motion to defer this item failed.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	Rose
Dixon	Pearce
Jackson	
Rush	
Livingston	
Dickerson	
Myers	
Manning	
Jeter	

The vote was in favor.

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

### **MOTION PERIOD**

- a. **Resolution supporting McEntire Joint National Guard Base's designation as the new home of the F-35 Program [JACKSON and MYERS]** – Mr. Pearce moved, seconded by Ms. Dixon, to adopt a resolution supporting McEntire Joint National Guard Base's designation as the new home of the F-35 program. The vote in favor was unanimous.
- b. **Resolution recognizing Stephanie Johnson as the 2017 Horace Mann Award of Teaching Excellence recipient [LIVINGSTON]** – Mr. Livingston moved, seconded by Ms. Dickerson, to adopt a resolution recognizing Ms. Stephanie Johnson. The vote in favor was unanimous.
- c. **Resolution recognizing January as Anti-Human Trafficking Month [MANNING and DIXON]** – Mr. Manning moved, seconded by Ms. Dickerson, to adopt a resolution to recognize January as Anti-Human Trafficking Month. The vote in favor was unanimous.
- d. **Move to direct the Administrator to review and propose a policy concerning the annual allocation and distribution of County funds to non-County entities for the consideration of County Council. This proposed policy can apply to the County's current promotional and community services-based funding initiatives, including the Hospitality Tax, Accommodations Tax, and Discretionary grant programs. A key understanding of this motion is that the Administrator will prepare a proposed policy by mid-January 2017 so that Council has ample time to consider and adopt an eventual policy well in advance of Council budget deliberations and in time to inform the public of the eventual adopted policy. Further, this motion is based on the assumption that the vetting of the details of the proposed policy will proceed through the Administration and Finance Committee of County Council [RUSH, ROSE, MYERS, DICKERSON, and DIXON]** – This item was referred to the County Administrator for action.
- e. **Direct staff to create a more detailed reporting method to assure complete transparency in how individuals/groups receiving Richland County funds spend them, to include Hospitality Tax and Accommodations Tax [MALINOWSKI]** – This item was combined with motion (d) and referred to the County Administrator for action.
- f. **Direct staff to research if it is legal to establish minimum starting salaries for newly elected officials so those newly elected persons do not start at their predecessor's salary that has increased greatly over several years due to being re-elected [MALINOWSKI]** – This item was referred to the County Administrator for action.

### **ADJOURNMENT**

The meeting adjourned at approximately 9:30 PM.

**Richland County Council  
Regular Session Meeting  
Tuesday, December 6, 2016  
Page Eleven**

---

Torrey Rush, Chair

---

Greg Pearce, Vice-Chair

---

Joyce Dickerson

---

Julie-Ann Dixon

---

Norman Jackson

---

Damon Jeter

---

Paul Livingston

---

Bill Malinowski

---

Jim Manning

---

Dalhi Myers

---

Seth Rose

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

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; SO AS TO RESTRUCTURE THE DEPARTMENTS OF THE 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 2, Administration; Article III, Administrative Offices and Officers; is hereby amended by the deletion of the language contained therein and the substitution of the following language:

DIVISION 1. GENERALLY.

**Sec. 2-75. Department created.**

The office of the county administrator is hereby created as the chief administrative office of the county with such personnel necessary to assist the county administrator in affecting the proper and efficient administration of the affairs of the county government.

DIVISION 2. COUNTY ADMINISTRATOR

**Sec. 2-76. Position created; term.**

There is hereby created the position of county administrator. The term of office of the county administrator shall be at the pleasure of the council, which may, in its discretion, employ the administrator for a definite term.

**Sec. 2-77. Appointment, qualifications and compensation.**

The county administrator shall be appointed solely on the basis of his executive and administrative qualifications with special reference to his actual experience in, and knowledge of, the duties of office as hereinafter prescribed. At the time of his appointment, the county administrator need not be a resident of the county or of the state. The compensation of the county administrator shall be fixed by the council by contract.

**Sec. 2-78. Chief administrative officer.**

The county administrator shall be the chief administrative officer of the county government. He shall be responsible to the council for the proper and efficient administration of the affairs of the county government.

**Sec. 2-79. Powers and duties.**

The powers and duties of the county administrator shall be:

(1) To direct and supervise the administration of all county officials and departments for which the council is responsible, or may hereafter be responsible, including specifically the construction, maintenance and operation of all county roads, bridges, drainage, buildings and other public works, and the care and maintenance of all personal property owned by the county; the administration of personnel policies, purchase of all supplies and equipment, finance, accounting, budgeting, payroll, auditing and any other administrative responsibilities necessary for implementation of the council's policies;

(2) To appoint, and when in his discretion the welfare of the county requires it, suspend, discharge, transfer, remove or otherwise deal directly with all employees for whom council is responsible, excepting the county attorney, the internal auditor and the clerk of council, and any assistants thereto, who are appointed directly by the council or

who are employed in the offices of elected officials and officials appointed by an authority outside county government as those terms are used in South Carolina Code, 1976, section 4-9-30(7);

(3) To see that all ordinances, resolutions and orders of the council and all laws of the state which are subject to enforcement by him or by officers or department heads and subject, under this article, to his direction and supervision are faithfully executed;

(4) To prepare and submit the annual budget and capital program to the council and to execute the budget and capital program adopted by the council, approving all disbursements and expenditures as budgeted and/or authorized by the council;

(5) To confer with and advise all other elected or appointed officials of the county who are not under the immediate control of county council, but who receive financial support from the council, such as probate judges, magistrates, solicitor, sheriff, coroner, auditor, treasurer and the like;

(6) To examine regularly at periods fixed by the council the accounts, records and operations of county boards, commissions, departments, offices, and agencies which receive appropriations from the council; to make regular, monthly reports to the council on county fiscal and other affairs as are appropriate; to keep the council fully advised on the financial conditions and future needs of the county; and to make such recommendations on county affairs as he deems necessary;

(7) To submit to the council at the end of each fiscal year a complete report on the finances and administrative activities of the county for the preceding year; and

(8) To execute such other powers and duties as may be prescribed from time to time by the council.

**Sec. 2-80. Relationships with county employees.**

Neither the council nor any of its members shall direct or request the appointment of any person to, or his removal from, office by the county administrator or by any of his subordinates, or in any manner take part in the appointment or removal of officers and employees in the administrative service of the county, except where, by majority vote of council, an inquiry as to the removal of an officer or employee is demanded. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the county administrator, and no member thereof shall give orders to any county employee or subordinate of the county administrator, either publicly or privately.

**Sec. 2-81. Bond.**

The county administrator shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

**Secs. 2-82- 2-87. Reserved.**

DIVISION 3. OFFICE OF THE COUNTY ADMINISTRATOR; STAFF ASSISTANT COUNTY ADMINISTRATOR

**Sec. 2-88. Assistant County Administrator. Position created; selection; appointment.**

There are hereby created three (3) positions of assistant county administrator. The assistant county administrators shall be selected and appointed by the county administrator and shall serve at the pleasure of the county administrator with no definite term of office assigned.

**Sec. 2-89. Qualifications; compensation.**

The assistant county administrators shall be appointed solely on the basis of merit, including executive and/or administrative qualifications with special emphasis on education, training, experience and knowledge of the duties of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration, or some other related discipline. The assistant county administrators shall be paid an annual salary as recommended by the county administrator and approved by county council.

**Sec. 2-90. Responsibilities, powers and duties.**

The duties and responsibilities of the assistant county administrators shall be:

- (1) To serve as assistant to the county administrator;
- (2) To plan and direct budget studies, research projects and manpower needs;
- (3) To assist in formulating administrative policies;
- (4) To represent and speak for the county administrator in meetings with boards, commissions, citizens groups and officials of various public agencies;
- (5) To collect, compile and interpret data on policies, functions, organization structures, forms and procedures relating to the administration of assigned programs;
- (6) To seek legal opinions and prepare recommendations supported by administration research findings;
- (7) To review departmental reports, proposed programs, supplemental appropriation requests, personnel requisitions, overtime reports, etc., and make or direct investigative reports and recommendations as required;
- (8) To prepare correspondence and reports;
- (9) To act for the county administrator in his absence;
- (10) To participate in formulating policies and in developing long range plans; and
- (11) To perform related work as required and as assigned by the county administrator.

**Sec. 2-100. Staff and personnel.**

~~The assistant county administrators may, with the approval of the county administrator, employ such staff and assistants for positions approved through annual budgetary appropriations by county council, as are deemed necessary to the performance of the duties of the position. They shall be subject to the county personnel system and their compensation determined accordingly.~~

**Sec. 2-91. Staff and assistants.**

The county administrator may employ such staff and assistants for positions approved through annual budgetary appropriations by county council as are deemed necessary by the county administrator to the performance of his duties. They shall be subject to the county personnel system and their compensation determined accordingly.

DIVISION 4. OFFICE OF THE COUNTY ADMINISTRATOR; OFFICES OFFICE OF STAFF AND HUMAN RESOURCES

**Sec. 2-92. Departmental Offices.**

The office of the county administrator shall also include the following offices:

(1) Risk Management - The office of risk management is hereby created and the position director of risk management, who shall be responsible to the county administrator to keeping Richland County employees safe at work and managing Richland County's risk and reducing losses.

(a) Fleet Management - The Risk Management office shall include the Fleet Management Program. The program shall work to manage Richland County's vehicle fleet.

(2) Public Information - The office of public information is hereby created and the position of public information director, who shall be responsible to the county administrator to assist Council and County departments with media and public outreach efforts; manage Richland County's brand to residents, businesses and news outlets through various multi-media platforms and events.

(3) Ombudsman - The office of the ombudsman is hereby created and the position of ombudsman director, who shall be responsible to the county administrator to provide informal assistance to citizens and to assist citizens with county concerns and request for service.

(4) Court Appointed Special Advocates – The office of court appointed special advocates is hereby created and the position of court appointed special advocates director, who shall be responsible to the county administrator to advocate for the best interests of abused and neglected children in Richland County Family Court.

(5) Government and Community Services - The office of government and community services is hereby created and the position of government and community services director, who shall be responsible to the county administrator to facilitate improved community outreach, administration of government services and resolution to community issues.

## **DIVISION 5. COUNTY ATTORNEY OFFICE OF FINANCE AND BUDGET**

### **Sec. 2-93. Office established.**

There is hereby established the office of the county attorney, who shall be the chief legal officer of the county. The county attorney shall be retained from the membership of the county bar by the county council and shall serve at its pleasure.

### **Sec. 2-94. Eligibility.**

No member of the council or of the county legislative delegation, or any partner of any such member, shall be retained as county attorney or assistant county attorney, or perform any service for compensation as an attorney for the council, any county agency which is funded in whole or in part from county funds, or for any board, commission, committee, or agency of the county over which the council has any appointive powers. No member of any county board, commission, committee, or agency which is funded in whole or in part from county funds, or any board, commission, committee or agency of the county over which the council has any appointive powers, or any partner of any such member, shall be attorney or do any legal work for such board, commission, committee, or agency; provided, however, that, a partner of such member may serve as county attorney or as an assistant county attorney.

### **Sec. 2-95. Duties and responsibilities.**

The county attorney shall represent and defend the county and all of its officers in any of the courts of this state or of the United States, shall do such work in connection with county real estate conveyancing, title work and bond issues, shall bring all actions and proceedings that may be necessary to enforce payment and collection of any claims existing in favor of the county or of any of its officers, boards, or agencies, and shall advise the county administrator and all county officers and department heads in all matters wherein they may seek advice or counsel. The county attorney shall meet with the council ~~and the county legislative delegation~~ whenever

requested for the purpose of advising them as to any matters that may properly come before them.

**Sec. 2-96. Compensation.**

The county attorney shall receive compensation for his services in the amount determined by the council. The annual salary of the county attorney shall constitute his total compensation from the county for all of the services enumerated above, except under unusual circumstances as directed by council.

**Sec. 2-97. Annual appropriation.**

The council shall establish in the annual operating budget the compensation of the county attorney. Such budget shall also provide for the compensation of any assistants employed pursuant to section 2-98 of this division.

**Sec. 2-98. Assistants.**

The county attorney may employ such staff and assistants for positions approved through budgetary appropriations by council as are deemed necessary to the performance of the duties of the office.

**Sec. 2-99. Employment of attorney, other than county attorney, by council agencies.**

No officer, board, commission, committee, or agency in the county ~~receiving any county funds or~~ appointed in whole or in part by the council may employ an attorney other than the county attorney, or agree to pay for services out of public funds without first obtaining the county attorney's approval of the employment of such attorney. Provided that, in cases where the amount of outside legal fees to be paid exceeds twenty-five hundred dollars (\$2,500.00), the approval of the county council shall be obtained in addition to the approval of the county attorney.

**Sec. 2-100. Settlement of claims.**

The county attorney shall have the authority to settle and approve payment of disputed claims submitted to the county in an amount not to exceed fifteen hundred dollars (\$1500.00) and pay the same from the appropriate account.

The county attorney shall have the sole discretion to decide whether to file an appeal or to waive the filing of same in instances where the amount in controversy appears to be fewer than seventy-five hundred dollars (\$7,500.00).

**Sec. 2-101. Bond.**

The county attorney shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

DIVISION 6. ~~CLERK OF COUNCIL OFFICE OF OPERATIONAL SERVICES~~

**Sec. 2-102. Creation; appointment; term of office.**

There is hereby created the office of clerk of council. The clerk of council shall be appointed by the council and shall serve at the pleasure of the council.

**Sec. 2-103. Responsibilities; duties.**

The clerk of council shall:

(a) Record all proceedings of the council and supply copies of certified records as appropriate;

- (b) Distribute copies of the minutes of each meeting to council members prior to the next meeting;
- (c) Review reports and records for completeness and accuracy;
- (d) Prepare ordinances and resolutions for presentation to council and arrange for their publication as approved by council and as directed by the county attorney;
- (e) Attend regular meetings of the council and attend other meetings as requested;
- (f) Type reports and recommendations of all council committees or designee of the clerk;
- (g) Notify councilmen of all council meetings;
- (h) Maintain the council calendar;
- (i) Be custodian of the county seal, minute books and Code of Ordinances;
- (j) Maintain county files and any records which should be kept for quick accessibility;
- (k) Supervise a complete records management system for department;
- (l) Research materials and supply background information as required;
- (m) Take follow-up actions on the following matters (including initial follow-up and subsequent actions necessary to ensure carrying out of council actions):
  - (1) Easements;
  - (2) Contracts, leases and agreements;
  - (3) Bond issues;
  - (4) Damage claims which are submitted to county council for acceptance or rejection;
  - (5) Ordinances;
  - (6) Resolutions; and
  - (7) Appointments;
- (n) Prepare council agenda and advise news media of items to be considered; shall maintain a complete record of all matters pending council consideration;
- (o) Act for the county in attesting and certifying official documents;
- (p) Be responsible for the appointments book; insure appointments are made in timely fashion in accordance with established procedures;
- (q) Maintain a record of leases, contracts, agreements, rights-of-way, grants and bonds;
- (r) Insure that the overall objective of the council office is achieved in an efficient manner;
- (s) Prepare and monitor budget for operating expenses for the clerk of council office and the council services budget; and
- (t) File documents, as required, with the clerk of court.

**Sec. 2-104. Compensation; employee status.**

The council shall approve in the annual budget the compensation of the clerk of council. Such budget shall also provide for assistants to the clerk if employed pursuant to the following section. The clerk and any assistants shall be employees of the county and eligible for all insurance, retirement and other benefits of county employees.

**Sec. 2-105. Assistants.**

The council may appoint such assistant or assistants to the clerk of council as may be deemed necessary, who shall perform varied secretarial and stenographic tasks for the council and who shall exercise the duties of the clerk of council in the event of the clerk's absence or disability.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article IV, Code of Ethics; is hereby renumbered beginning with section number 2-106 and proceeding accordingly.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; is hereby amended by the deletion of the language contained therein and the substitution of the following language: *(now alphabetized)*

DIVISION 1. ~~UTILITIES~~ ANIMAL SERVICES CARE

**Sec. 2-122. Creation; director.**

There is hereby created the animal ~~services care~~ department, and the position of animal ~~services care~~ director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

**Sec. 2-123. Qualifications of director; selection; compensation.**

The director of animal services shall possess education, training, and experience that are satisfactory to the county administrator.

**Sec. 2-124. Responsibilities; powers; duties.**

The director of animal services shall supervise the divisions of animal care and vector control.

**Sec. 2-125. Departmental Divisions.**

The animal services department shall include the following divisions:

(1) Animal care – The division shall enforce all the provisions of Chapter 5 of the Richland County Code of Ordinances as it pertains to animal control and/or care and the manager of the division shall serve as the chief animal control officer.

(2) Vector Control – The division of vector control shall be charged with the following duties:

- (a) Management of the mosquito control program, including abatement in accordance with the policies of the program.
- (b) Provide technical advice, education and assistance about vectors to the county's citizens.
- (c) Conduct vector-borne disease surveillance and response.

- (d) Enforce county ordinances related to vector control.
- (e) Commensal rat abatement in accordance with division policies.
- (g) Respond to inquiries, investigate complaints, conduct evaluations to help reduce or eliminate public hazards and nuisance conditions associated with vectors and disease transmission.
- (h) Other programs or functions assigned to the department by the county administrator or county council.

**DIVISION 2. ~~PUBLIC WORKS~~ COMMUNITY PLANNING AND DEVELOPMENT**

**Sec 2-126. Creation; director.**

There is hereby created the community planning and development department, and the position of community planning and development director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.

**Sec. 2-127. Qualifications of director; selection; compensation.**

The director of community planning and development shall possess education, training, and experience that are satisfactory to the county administrator.

**Sec. 2-128. Responsibilities; powers; duties.**

The director of community planning and development shall supervise the divisions of planning, building, community development, conservation, business service center, assessor, and register of deeds.

**Sec. 2-129. Departmental Divisions.**

The community planning and development department shall include the following divisions:

- (1) Planning – The division of planning is hereby created and the position of planning manager, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The planning manager shall be a graduate of an accredited college or university, preferably with a degree in planning, engineering, architecture or related field; and shall have had at least five (5) years of responsible, practical experience in urban planning and/or in a municipal or county regulatory agency. The planning division shall undertake the permitting and enforcement provisions of the county’s zoning and land development regulations.

**~~DIVISION 4. PLANNING AND DEVELOPMENT SERVICES~~**

**~~Sec. 2-216. Creation; director.~~**

~~There is hereby created the Planning and Development Services Department, and the position of Planning Director, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

**~~Sec. 2-217. Qualifications of director; selection; compensation.~~**

~~The Planning Director shall be a graduate of an accredited college or university, preferably with a~~

degree in planning, engineering, architecture or related field; and shall have had at least five (5) years of responsible, practical experience in urban planning and/or in a municipal or county regulatory agency. The director shall possess education, training and experience related to planning and/or code enforcement that is satisfactory to the county administrator.

**Sec. 2-218. Responsibilities; powers; duties.**

The Planning Director shall direct and supervise all functions of the department, including the permitting and enforcement provisions of the county's zoning and land development regulations. The director shall adhere to the county's comprehensive plan and shall work closely with the county officials responsible for planning and code enforcement activities. The director shall be responsible for establishing liaisons and/or working relationships with all private and public agencies engaged in economic and/or industrial development. The director shall recommend amendments to the comprehensive plan and to the county's zoning and land development regulations, and shall present such recommendations to the Planning Commission and/or County Council.

**Sec. 2-219. Staff; personnel.**

The staff and personnel assigned to the Planning Director shall be subject to the county personnel system and their compensation determined accordingly.

(2) *Building* - The division of building is hereby created, and the position of building codes and inspections manager who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The building codes and inspections manager shall be a graduate of an accredited college or university, preferably with a degree in engineering, architecture, construction or related field; and shall have had at least five (5) years of responsible, practical experience in construction, inspections, administration and/or in a municipal or county regulatory agency. The manager shall hold South Carolina registration as a Certified Building Official. The building division shall be responsible for the permitting and enforcement provisions of the county's building code regulations.

**DIVISION 4A. BUILDING CODES AND INSPECTIONS**

**Sec. 2-222. Creation; director.**

There is hereby created the Building Codes and Inspections Department, and the position of Building Codes and Inspections Director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.

**Sec. 2-223. Qualifications of director; selection; compensation.**

The Building Codes and Inspections Director shall be a graduate of an accredited college or university, preferably with a degree in engineering, architecture, construction or related field; and shall have had at least five (5) years of responsible, practical experience in construction, inspections, administration and/or in a municipal or county regulatory agency. The director shall possess education, training, and experience related to inspections and construction for commercial and residential property and/or code enforcement that is satisfactory to the county administrator. In addition, the director shall hold South Carolina registration as a Certified Building Official.

**Sec. 2-224. Responsibilities; powers; duties.**

The Building Codes and Inspections Director shall direct and supervise all functions of the department, including the permitting and enforcement provisions of the county's building code regulations. The director shall adhere to the county's adopted codes and ordinances and shall work closely with the county officials responsible for planning and code enforcement activities. The director shall be responsible for establishing liaisons and/or working

~~relationships with all private and public agencies engaged in economic and/or industrial development. The director shall recommend amendments to the building code regulations, and shall present such recommendations to the County Council.~~

**~~Sec. 2-225. Staff; personnel.~~**

~~The staff and personnel assigned to the Building Codes and Inspections Director shall be subject to the county personnel system and their compensation determined accordingly.~~

~~(3) Community Development – The division shall administer grants from the U.S. Department of Housing and Urban Development to improve low-income neighborhoods. The community development manager shall be responsible to the community planning and development director to direct and coordinate the operations of the division.~~

~~(4) Conservation – The division of conservation is hereby created, and the position of conservation manager, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The conservation manager shall be a graduate of an accredited college or university, with a master's degree in environmental or agricultural science or engineering, hydrology, water resources management or closely related field; and shall have had at least five (5) years of responsible, practical experience in the above fields. The conservation manager shall direct and supervise all functions of the division and implement the responsibilities of the Richland County Conservation District and Richland County Conservation Commission. The manager shall consult with and advise the community planning and development director regarding the conservation and protection of the county's natural, cultural and historical resources. The division shall also interact with federal and State agencies, other counties and municipalities, institutions of higher education, and not for profit conservation and environmental organizations to support the responsibilities of the division, District and Commission.~~

**~~DIVISION 6A. CONSERVATION~~**

**~~Sec. 2-243. Creation; director.~~**

~~There is hereby created the Conservation Department, and the position of Conservation Director, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

**~~Sec. 2-244. Qualifications of director; selection; compensation.~~**

~~The Conservation Director shall be a graduate of an accredited college or university, with a master's degree in environmental or agricultural science or engineering, hydrology, water resources management or closely related field; and shall have had at least five (5) years of responsible, practical experience in the above fields. The director shall possess education, training and experience related to conservation and environmental issues that is satisfactory to the county administrator.~~

**~~Sec. 2-245. Responsibilities; powers; duties.~~**

~~The Conservation Department shall be responsible for working directly with the Richland Soil and Water Conservation District Commissioners and the Richland County Conservation Commissioners. The Conservation Director shall~~

~~direct and supervise all functions of the department and implement the responsibilities of the District and Commission. The director shall consult with and advise the county council and the county administrator regarding the conservation and protection of the county's natural, cultural and historical resources. The department shall establish working relationships with other county departments including, but not limited to, Administration, Public Works, and Planning and Development Services. The department shall also interact with federal and State agencies, other counties and municipalities, institutions of higher education, and not for profit conservation and environmental organizations to support the responsibilities of the department, District and Commission.~~

**Sec 2-246. Staff; personnel.**

~~The staff and personnel assigned to the Conservation Director shall be subject to the county personnel system and their compensation determined accordingly.~~

(a) Sustainability Program – The Conservation division shall include the Sustainability Program. The program shall work to ensure Richland County's operations and decision making reflect our commitment to environmental, social and economic sustainability and to provide innovative solutions to decrease energy demand through energy efficiency and conservation, create livable sustainable communities, and promote the green economy.

(5) Business Service Center – The business service center division is hereby created, and the position of manager of the business service center. The manager of the business service center – and every employee therein – shall give to the county a surety bond in an appropriate amount for the faithful performance of his/her duties as such officers; such bond shall be filed in the office of the clerk of court. The manager of the business service center shall be responsible to the community planning and development director for the performance of the duties and responsibilities of the department, which shall be to:

(a) Issue licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law):

1. Business licenses,
2. Fireworks licenses, and/or
3. Hazardous Materials permits.

(b) Collect the payments, via the Internet and/or other convenient methods, for the aforementioned licenses and permits in subsection (1) above, as well as for other business fees and taxes (not otherwise preempted and/or prohibited by federal or state law), including, but not limited to:

1. Hospitality Taxes,
2. Sewer Fees,
3. Sewer Tap fees,
4. Water Fees,
5. Landfill Fees, and/or
6. Solid Waste Fees.

(c) Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.

(d) Inspect and audit businesses for compliance with applicable county ordinances regarding these licenses, permits, fees, and taxes.

(e) Serve as a liaison to the business community on behalf of Richland County on issues relating to issuances and collections of the Business Service Center.

(f) Serve as the single point of contact for businesses required to comply with

applicable county ordinances.

- (g) Serve as the catalyst for integrating Business Service Center services with other county departments, State agencies, and other groups or organizations.

#### ~~DIVISION 7A. BUSINESS SERVICE CENTER~~

##### ~~Sec. 2-252. Creation; director.~~

~~There is hereby created the department of the Business Service Center and the position of director of the Business Service Center. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

##### ~~Sec. 2-253. Qualifications of director.~~

~~The director of the Business Service Center shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.~~

##### ~~Sec. 2-254. Staff; personnel.~~

~~The director of the Business Service Center shall have such staff and assistants as are necessary to the operation of the department and the performance of his/her duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

##### ~~Sec. 2-255. Responsibilities; powers; duties.~~

~~The director of the Business Service Center shall be responsible to the county administrator for the performance of the duties and responsibilities of the department, which shall be to:~~

~~(1) Issue licenses and permits for businesses needing these licenses and permits by county ordinance to operate lawfully, including, but not limited to (unless otherwise preempted and/or prohibited by federal or state law):~~

~~a. Business licenses;~~

~~b. Fireworks licenses, and/or~~

~~c. Hazardous Materials permits.~~

~~(2) Collect the payments, via the Internet and/or other convenient methods, for the aforementioned licenses and permits in subsection (1) above, as well as for other business fees and taxes (not otherwise preempted and/or prohibited by federal or state law), including, but not limited to:~~

~~a. Hospitality Taxes;~~

~~b. Sewer Fees;~~

~~c. Sewer Tap Fees;~~

~~d. Water Fees;~~

~~e. Landfill Fees, and/or~~

~~f. Solid Waste Fees.~~

~~(3) Make business forms and information available in many diverse and convenient ways to assist businesses operate as required by applicable county ordinances.~~

~~(4) Inspect and audit businesses for compliance with applicable county ordinances regarding these licenses, permits, fees, and taxes.~~

~~(5) Serve as a liaison to the business community on behalf of Richland County on issues~~

~~relating to issuances and collections of the Business Service Center.~~

~~(6) — Serve as the single point of contact for businesses required to comply with applicable county ordinances.~~

~~(7) — Serve as the catalyst for integrating Business Service Center services with other county departments, State agencies, and other groups or organizations.~~

**~~Sec. 2-256. Bond required.~~**

~~The director of the Business Service Center — and every employee therein — shall give to the county a surety bond in an appropriate amount for the faithful performance of his/her duties as such officers; such bond shall be filed in the office of the clerk of court.~~

(6) Assessor – The tax assessor division, and the position of tax assessor, who shall be responsible to the community planning and development director to direct and coordinate the operations and activities of the division. The tax assessor shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator. The powers, duties, and responsibilities of the tax assessor shall be those set forth by state law.

**~~DIVISION 3A. TAX ASSESSOR~~**

**~~Sec. 2-212. Creation; tax assessor.~~**

~~There is hereby created the Tax Assessor Department, and the position of Tax Assessor, who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The county administrator shall appoint the director and his/her term of office shall be at the pleasure of the county administrator.~~

**~~Sec. 2-213. Qualifications of tax assessor; selection; compensation.~~**

~~The Tax Assessor shall be a person with education, training, skills, and/or experience that is satisfactory to the county administrator.~~

**~~Sec. 2-214. Responsibilities; powers; duties.~~**

~~The powers, duties, and responsibilities of the Tax Assessor shall be those set forth by state law.~~

**~~Sec. 2-215. Staff; personnel.~~**

~~The staff and personnel assigned to the Tax Assessor shall be subject to the county personnel system and their compensation determined accordingly.~~

(7) Register of Deeds – The register of deeds division is hereby created, pursuant to state law, along with the position of register of deeds, such office to be located in the county courthouse at the discretion of the clerk of court. The register of deeds shall give to the county a surety bond in the value of twenty-five thousand dollars (\$25,000.00) for the faithful performance of his duties, such bond to be lodged in the office of the state treasurer. The register shall be responsible and under the direct supervision of the community planning and development manager, for the performance of the duties of this office which include, but are not limited to:

(a) Directing the division of mesne conveyances and supervising its staff and activities;

(b) Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being

conveyed;

- (c) Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;
- (d) Maintaining a notary public register;
- (e) Maintaining an index of cross-index books for all instruments of record logged in the office;
- (f) Collecting necessary fees for the recording of records as set by law;
- (g) Answering requests and giving assistance to those seeking information from the records of the office;
- (h) Preparing a division budget; and
- (i) Rebinding books and records.

#### ~~DIVISION 6. DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES~~

##### ~~Sec. 2-235. Creation; department directors; management of department.~~

~~The office of register of mesne conveyances, and the department of elections, voter registration and the detention center are established as departments within the county government. (Ord. No. 1858-89, § III, 4-4-89; Ord. No. 101-96HR, § I, 12-10-96)~~

##### ~~Sec. 2-236. Directors; qualifications; selection; compensation.~~

~~The office of the register of mesne conveyances, and the departments of elections, voter registration and the detention center shall be directed by individuals qualified by virtue of their education, training and experience. Compensation for the directors shall be in accordance with the county pay and classification plans as approved in the annual budget(s) by the county council. (Ord. No. 101-96HR, § I, 12-10-96)~~

##### ~~Sec. 2-237. State divisional heads; qualifications; selection; compensation.~~

~~The "state units" including the division of social services and the division of health and environmental control shall be directed by individuals qualified, selected, and compensated by the appropriate agency of the state.~~

##### ~~Sec. 2-238. Departmental responsibilities; powers; duties.~~

~~(a) Detention center. The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:~~

- ~~(1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;~~
- ~~(2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;~~
- ~~(3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;~~
- ~~(4) Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.~~

~~(b) *Reserved.*~~

~~(c) *Elections.* The division of elections shall serve as the operational unit of the county election commission and shall be directed by a director of elections. The county election commission is appointed by the Governor of South Carolina, pursuant to South Carolina Code of Laws, 1976, as amended, section 7-13-70, and said commission shall be appoint the director of elections. Employees of this department shall work at the pleasure of the director of elections. The director and all other employees of this department shall have all rights of regular county employees, but shall not have grievance rights as set forth elsewhere in this Code, unless the director of elections chooses to place all department employees under the county grievance procedures. The department shall be responsible to:~~

~~(1) — Conduct all general and county special elections, municipal and primary elections and, if appropriate and convenient, the elections of schools, colleges, fraternal and other groups;~~

~~(2) — Maintain all voting equipment and facilities required for their proper storage and custody of such voting equipment; and~~

~~(3) — Operate an office to serve the general public and maintain the records, files and all other relevant information and/or data on all elections.~~

~~(d) *Voter registration.* The department of voter registration shall be the operational unit for the county board of voter registration, with each board member being responsible for administrative functions within the department. The board shall be appointed by the Governor of South Carolina, with advice and consent of the county senatorial delegation, and shall be directed by the chair of the board of voter registration, who is appointed by the Governor in the same manner as above. The department shall comply with the requirements of the South Carolina Code of Laws, 1976, as amended, sections 7-5-10 through 7-5-30, and all other relevant state laws. Such board members shall have all rights of regular county employees, but shall not have grievance rights as set forth elsewhere in this Code. The department shall be responsible to:~~

~~(1) — Provide for the proper registration of all persons qualified to vote;~~

~~(2) — Maintain all equipment, books and records necessary to effect such registration of voters in the county; and~~

~~(3) — Operate an office to serve the general public and maintain the records, files and all other relevant information and/or data on voter registration.~~

~~4) — Establish absentee and fail safe voting precincts.~~

#### **Sec. 2-238.1. Register of mesne conveyances.**

~~(a) *Office created, location.* There is hereby created the office of register of mesne conveyances pursuant to Act 453 of S.C. General Assembly 1973, such office to be located in the county courthouse with the clerk of court's office.~~

~~(b) *Department director.* A position of register, who shall serve as the departmental director, is hereby established.~~

~~(c) *Term of office.* The register shall be appointed by and serve at the pleasure of the county administrator.~~

~~(d) *Qualifications; county employee.* The register shall be a person with training and/or experience in responsible office work providing a familiarity with the laws and regulations pertaining to the management of records. The register shall be a member of the county employee classification system and enjoy all the privileges and rights of county employees, with compensation to be determined accordingly.~~

~~(e) *Responsibility and duties.* The register shall be responsible and under the direct supervision of the county administrator, for the performance of the duties of this office which include, but are not limited to:~~

- ~~(1) — Directing the division of mesne conveyances and supervising its staff and activities;~~
  - ~~(2) — Indexing and recording all deeds, conditions, restrictions, contracts, agreements, descriptions of real estate from the probate judge's office, cemetery plots, easements, leases, mortgages on chattel and real property, satisfactions, assignments, releases, modifications, mechanics' liens, state, federal and employment security commission tax liens, plats and financial statements under the Uniform Commercial Code; provided, however, that no deed shall be accepted for recordation unless it bears the tax map number of the property being conveyed;~~
  - ~~(3) — Maintaining books for recording business establishments, corporate charters, U.S. military and naval forces discharges;~~
  - ~~(4) — Maintaining a notary public register;~~
  - ~~(5) — Maintaining an index of cross-index books for all instruments of record logged in the office;~~
  - ~~(6) — Collecting necessary fees for the recording of records as set by law;~~
  - ~~(7) — Answering requests and giving assistance to those seeking information from the records of the office;~~
  - ~~(8) — Preparing a division budget; and~~
  - ~~(9) — Rebinding books and records.~~
- ~~(f) *Bond.* The register of mesne conveyances shall give to the county a surety bond in the value of twenty five thousand dollars (\$25,000.00) for the faithful performance of his duties, such bond to be lodged in the office of the state treasurer.~~
- ~~(g) *Deputy.* The register may recommend candidates for appointment as a deputy. Such appointment shall be made by the county administrator and shall be evidenced by a certificate thereof, signed by the administrator.~~
- ~~(h) *Staff and assistants.* Upon recommendation of the register, the county administrator shall employ such staff and assistants as are necessary to the performance of the duties of that office. They shall be subject to the county classification system and their compensation determined accordingly. (i) *Officers to cooperate.* All officers of the county, whether elected or appointed, and their deputies and assistants, shall cooperate with and assist the register of mesne conveyances in the performance of the duties prescribed in this section.~~

### ~~DIVISION 3. ANIMAL CARE DETENTION CENTER~~

#### **Sec 2-130. Creation; director.**

There is hereby created the detention center department, and the position of detention center director who shall be responsible to the county administrator to direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator. The manager shall have the following duties and responsibilities:

- (1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;
- (2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;
- (3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;
- (4) Control all employees under his direction and be responsible for all equipment

and supplies needed to operate the detention center.

**Sec. 2-131. Departmental Divisions.**

The detention center department shall include the following divisions:

(1) Security – The division of security is hereby created and the position of security manager, who shall be responsible to the detention center director to ensure the detention remains secure.

(2) Operations – The division of operations is hereby created and the position of operations manager, who shall be responsible to the detention center director to facilitate and execute the operation of the detention center.

(3) Programs – The division of programs is hereby created and the position of programs manager, who shall be responsible to the detention center director to successfully implement the programmatic initiatives of the detention center.

(4) Support – The division of support is hereby created and the position of support manager, who shall be responsible to the detention center director to support the detention center director and contribute to the effective functioning of the detention center.

**Sec. 2-238. Departmental responsibilities; powers; duties.**

~~(a) Detention center. The detention center shall be directed by the director of the detention center who shall be appointed by the county administrator and directly responsible thereto. The director shall be responsible to:~~

~~(1) Operate and manage the county detention center, and any prison camps or other detention facilities that may be established;~~

~~(2) Provide for the proper care and custody of all prisoners assigned to county detention facilities;~~

~~(3) Be responsible for the effective and efficient operation of the detention center and any related buildings and grounds;~~

~~(4) Control all employees under his direction and be responsible for all equipment and supplies needed to operate the detention center.~~

~~(b) Reserved.~~

**DIVISION 4. PLANNING AND DEVELOPMENT SERVICES ECONOMIC DEVELOPMENT OFFICE**

**Sec. 2-132. Creation; director.**

There is hereby created the economic development office and the position of director of the economic development office.

**Sec. 2-133. Qualifications of director; selection; compensation.**

The director of the economic development office shall possess education, training, and experience that are satisfactory to the county administrator.

**Sec. 2-134. Responsibilities; powers; duties.**

The director shall work to assist new companies considering locating in Richland County and existing companies considering expand their operations. The office shall have the following duties and responsibilities:

- (1) Maintain demographic and economic data on Richland County;
- (2) Conduct building and site tours for prospective companies;
- (3) Facilitate meetings with existing industry to discuss human resources and labor force issues;
- (4) Conduct community tours for prospective companies;
- (5) Negotiate incentive proposals on behalf of the County.

## DIVISION 5. PUBLIC SAFETY EMERGENCY SERVICES

### **Sec. 2-135. Creation; director.**

There is hereby created the emergency services department and the position of director of emergency services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his term of office shall be at the pleasure of the county administrator.

### **Sec. 2-136. Qualifications of director; selection.**

The director of emergency services shall possess education, training, and experience that are satisfactory to the county administrator.

### **Sec. 2-137. Responsibilities; powers; duties.**

The director of the department of emergency services shall be the county fire marshal. The director of the department of emergency services shall enforce all provisions of this Code of Ordinances pertaining to the operation of emergency services within the county.

### **Sec. 2-229. Qualifications; selection; compensation.**

~~(a) Qualifications, requirements, job descriptions and pay grades of the director of emergency services and each deputy director shall be determined by the county personnel department utilizing professional consultant services in accordance with existing personnel policies and ordinances.~~

~~(b) Each of the deputy directors shall be professionally qualified, preferably with a degree from a recognized college or university in a field related to the activities with which he/she is associated, and each with no less than five (5) years of responsible experience in the field of public safety. Deputy directors shall be appointed by and shall serve at the pleasure of the director of department of emergency services.~~

~~(c) The compensation paid to each deputy director shall be an amount recommended by the county administrator and approved by the county council in the county's annual operating budget(s).~~

### **Sec. 2-230. Staff; personnel.**

~~The staff and assistants authorized by the county administrator for the director of the department of emergency services and each of the deputy directors shall be subject to the county personnel system, and their compensation shall be determined accordingly.~~

### **Sec. 2-138. Departmental Divisions.**

The emergency services department shall include the following divisions:

(1) *Emergency Medical Services* - The emergency medical services division shall be headed by the manager of emergency medical services and shall provide county-wide emergency

medical services designed to respond to medical emergencies and to provide initial medical response and/or treatment as a means of stabilizing accident and/or trauma victims for transportation to medical facilities for primary, secondary and/or tertiary care or treatment as may be required.

- (a) Fees for ambulance services to the general public within the boundaries of the county and outside of the boundaries of the county shall be determined from time to time by council.
- (b) Fees for ambulance services will be limited to the maximum allowed under the health care insurance plan for each county employee. These fee schedules are subject to amendment, repeal, or deletion by the county council from time to time.
- (c) The county council hereby grants permission for the operation of convalescent transport units within the county.

Convalescent transport units are any vehicle making nonemergency calls within the county and to destinations within the county as scheduled to a physician's office or hospital for treatment, routine physical examinations, x-rays, or laboratory tests which is used for transporting within the county, patients upon discharge from a hospital or nursing home to a hospital, nursing home or residence, or a vehicle making any other calls dispatched within the county as nonemergency. Such vehicles are described in S.C. Code 1976, § 44 61 10 et seq. (as amended).

- (d) The division of emergency services is hereby authorized to promulgate and enforce rules and regulations governing and controlling such convalescent transport units and the nonemergency ambulances as deemed by the department to be necessary pursuant to federal, state and applicable regulating agency requirements.

Further, all nonemergency ambulances that originate calls within the county shall be required to comply with the provisions of this Code of Ordinances, including the business license ordinance [chapter 16], and reporting requirements promulgated by the division.

(2) ~~Fire, special responses and safety services~~ - The fire division shall be headed by the fire manager and shall be responsible for providing countywide fire, special responses and safety services. The duties of the manager of fire shall include, but not be limited to the following:

- (a) Coordination and supervision of the development and operation of a county fire service system in the unincorporated areas; to include coordination, supervision, and monitoring or any of the fire duties which may be contracted out to third parties pursuant to contract or intergovernmental agreements;
- (b) Coordination and supervision of the training of fire service personnel;
- (c) Development of a comprehensive record system and supervision of its maintenance;
- (d) The provision of assistance to the various units of the fire service in resolving technical problems;
- (e) Coordination of the management of all county fire service units;
- (f) Enforcement of the county fire prevention code;
- (g) Coordination of the emergency services department special response and rescue capabilities; ~~and~~

~~(h) — Serve as the county safety officer.~~

(3) *Emergency Preparedness agency*- The emergency preparedness division shall be headed by the emergency preparedness manager and shall be responsible for ensuring the complete and efficient utilization of all the county facilities to combat disaster from enemy attack, manmade or natural disaster. The emergency preparedness manager shall be responsible for directing the day-to-day operations of the office and coordinating the activities of county and city governments during a period of disaster. The manager shall be empowered and required to coordinate with and render assistance to county and city officials in the development of plans for the use of all facilities, equipment, manpower and other resources of the county and the municipalities existing within the county for the purpose of minimizing or preventing damage to persons or property in disaster situations. The manager shall further direct the efforts of the county emergency preparedness division in the implementation of the provisions of this subsection.

The emergency preparedness division shall be the coordinating agency for all activity in connection with integrated emergency management; and it shall be the instrument through which the county government shall exercise its authority under the laws of this state during an attack against this county, its political subdivisions, or any part of the state, or during manmade or natural disasters. This subdivision will not relieve the county or any city department existing within the county of the normal responsibilities and/or authority given to it by general laws or local resolution or ordinance, nor will it limit the work of the American Red Cross or other volunteer agencies organized for relief in natural disaster.

As used in this subsection:

*Attack* shall mean a direct assault against the county, its political subdivisions, or any part of the state, by forces of a hostile nation, including assault by nuclear, chemical or biological warfare, espionage or sabotage.

*County* shall mean Richland County, including all municipalities and political subdivisions.

*Emergency preparedness* shall have a broad meaning and shall include preparations against and relief from the effects of attack on the county, or any part of the state, by the forces of any enemy nation; and it shall also include such activity in connection with manmade or natural disaster as defined herein. It shall not include any activity that is the responsibility of the military forces of the United States.

*Emergency preparedness organization* shall mean all county and municipal officials and employees of the county and municipalities, together with those volunteer forces enrolled to aid them during a disaster, and persons who may, by agreement or operation of law, be charged with duties incident to the protection of life and property in the county, city and towns during times of disaster.

*Manmade disaster* shall mean such disasters as those caused by hazardous material or radiation accidents or incidents and terrorist activities.

*Natural disaster* shall mean any condition seriously threatening public health, welfare, or security as a result of a severe fire, explosion, flood, tornado, hurricane, earthquake, or similar natural or accidental cause which is beyond the control of public or private agencies ordinarily responsible for the relief of such conditions.

*Volunteer* shall mean contributing service, equipment or facilities to the emergency preparedness organization without remuneration or without formal agreement or contract of hire. While engaged in such services, volunteer personnel shall have the same immunities as persons and employees of the county performing similar duties.

(a) The manager of the emergency preparedness division shall maintain liaison with the state and federal authorities, and the authorities of other nearby political subdivisions, so as to ensure the most effective operation of the emergency plan. The manager's duties shall include, but shall not be

limited to, the following:

1. Development and publication of emergency plans in conformity with state emergency plans for the immediate use of all of the facilities, equipment, manpower and other resources of the county for the purpose of minimizing or preventing damage to persons or property, and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and welfare.
  2. Control and necessary recordkeeping for funds and property which may be made available from the federal, state, county and municipal governments.
  3. Submission of annual budget requirement to the state, federal and county governments.
  4. Signing such documents as are necessary in the administration of the county emergency preparedness program, to include project applications and billing for purchases under project applications.
  5. Coordination of the recruitment and training of the volunteer personnel and agencies to augment the personnel and facilities of the county emergency preparedness purposes.
  6. Through public information programs, education of the civil population as to the actions necessary and required for the protection of their persons and property in case of enemy attack or natural disaster.
  7. Conducting simulated disaster exercise and public practice alerts to ensure efficient operations of the emergency plans and to familiarize residents of the county and municipalities with civil defense regulations, procedures and operations.
  8. Coordination of the activity of all other public and private agencies engaged in any emergency preparedness programs.
  9. Negotiation with owners or persons in control of building or other property for the use of such buildings or property for civil defense purposes, and designating suitable buildings as public fallout shelters.
  10. Development of a community shelter plan which, will have as its ultimate goal an assigned fallout shelter space for every citizen of the county.
  11. Assumption of such authority and conducting such activity as may be necessary to promote and execute the emergency operations plan.
- (b) The chairman of the county council shall be responsible for meeting the problems and dangers to the county and its municipalities and their residents resulting from disasters of any origin and may issue proclamation and regulations concerning disaster relief and related matters which during an emergency situation shall have the full force and effect of law.
- (c) A copy of the county emergency plan shall be located at the following locations: County Administrator's office, Emergency Services Department, Richland County Sheriff's Department, City of Columbia, Columbia Fire Department, City of Forest Acres, City of Eastover, City of

Blythewood, Gadsden EMS/Fire Station, Hopkins EMS/Fire Station, Killian EMS/Fire Station, North Richland EMS/Fire Station, Ballentine EMS/Fire Station, Upper Richland EMS/Fire Station, Dentsville/Sandhill EMS/Fire Station, Lower Richland EMS/Fire Station, Richland School District One, Richland School District Two and Richland County Public Works.

- (d) In accordance with annex K of the emergency plan, emergency shelters may be opened during an emergency and may be housed at the following locations: Spring Valley High School, Dent Middle School, Bethel-Hanberry Middle School, St. Andrews Middle School, Keenan High School, C.A. Johnson High School, Hopkins Middle School, McCants Elementary School, Burnside School, W. G. Sanders Middle School, Alcorn Middle School, Gibbs Middle School, Lower Richland High School, A. C. Flora High School, Eau Claire High School, Caughman Road Elementary School, Dreher High School, and Webber School. The type and location of an emergency will determine which shelters will be opened. After shelters are opened, the public will be notified and given instructions through the Emergency Broadcast System.
- (e) Notwithstanding any other provision of the law, authority in an emergency in the county shall be determined by the current County Code of Ordinance, the County Emergency Plan and the Emergency Powers Act. (S.C. Code § 6 11 1410)
- (f) A state of disaster may be declared by the chairman of the county council with the knowledge of officials of the affected municipalities if he determines that a disaster has occurred, or that the thread thereof is imminent, and extraordinary emergency measures are deemed necessary to cope with the existing or anticipated situation. Once declared, that state of emergency shall continue until terminated by the chairman of county council. All proclamations of a disaster issued pursuant to this section shall indicate the nature of the disaster, the area or areas affected, the conditions which required the proclamation of the disaster, and the conditions under which it will be terminated. In addition to any other powers conferred by law, the county and municipal governments may, under the provisions of this subsection:
  - 1. Suspend existing laws and regulations prescribing the procedures for conduct of county or municipal business if strict compliance with the provisions of any statutes, order, rule or regulation would in any way prevent, hinder or delay necessary action in coping with the emergency.
  - 2. Utilize all available resources of county and municipal government as reasonably necessary to cope with a disaster emergency.
  - 3. Transfer the direction, personnel or functions of county and municipal departments and agencies or units thereof for purposes of facilitating or performing emergency services as necessary or desirable.
  - 4. Compel performance by government officials and employees of the duties and functions assigned in the county emergency plan.
  - 5. Contract, requisition and compensate for goods and services from private sources.
  - 6. Direct evacuations of all or part of the population from any stricken or threatened area within the county or

municipality if such action is deemed necessary for preservation of life or other disaster mitigation, response or recovery.

7. Prescribe routes, modes of transportation and destinations in connection with evacuations.
  8. Control ingress and egress to and from a disaster area, the movement of persons within the area and the occupancy of premises therein.
  9. Suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearms, explosives and combustibles.
  10. Make provisions for the availability and use of temporary housing.
  11. Suspend or limit nonemergency activities and prohibit public assemblies.
- (g) All employees of departments, commissions, boards, institutions and other agencies of the county and municipalities who are designated as civil emergency forces shall cooperate with the manager of emergency preparedness agency in the formulation of the county emergency plan shall comply with the requests of the manager of emergency preparedness agency when such requests are issued pursuant to the provisions of this subsection. County and city personnel shall include in such plans the restoration of governmental services and public utilities necessary for the health, safety and welfare of the general public.
- (h) All such civil emergency forces shall notify the deputy director of emergency preparedness agency of conditions in the county or municipalities resulting from enemy attack or natural disaster, and they shall inform the deputy director of emergency preparedness agency of any conditions threatening to reach the proportions of a natural disaster as defined herein.
- (i) County and municipal employees assigned to duty as part of the civil emergency forces pursuant to the provisions of this subsection shall retain all the rights, privileges and immunities of their employment and shall receive the compensation incident to that employment.
- (j) The manager of emergency preparedness agency may at any time make the appointment of volunteer citizens to augment personnel in the time of civil emergency. Such volunteer citizens may be enrolled as civil emergency volunteers in cooperation with the heads of the county or municipal department affected, and they shall be subject to the rules and regulations set forth by their department for such volunteers.
- k. The manager of emergency preparedness agency may appoint volunteer citizens or from the personnel of a civil emergency service for which the county or municipalities have no counterpart. He may also appoint volunteer citizens as public shelter managers, who, when directed by the deputy director of emergency preparedness agency, shall open public shelters and take charge of all stocks of food, water and other supplies and equipment stored in the shelter; admit the public according to the community shelter plan; and take whatever control measures are necessary for the protection and safety of the occupants.
- l. The emergency services department public information officer shall serve as public information officer for the emergency preparedness division.

- m. This subsection is an exercise by the county and city of their governmental authority for the protection of the public peace, health and safety; and county or municipal agents and representatives, or any individual, receiver firm, partnership, corporation, association, or trustee, or any of the agents thereof in good faith carrying out, complying with, or attempting to comply with any order, rule or regulation promulgated pursuant to the provisions of this subsection shall not be liable for any damage sustained by persons or property as a result of such activity.
- n. Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the county the right to inspect, designate and use the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an authorized civil emergency practice exercise shall not be civilly liable for the death of or injury to any person on or about such real estate or premises under such license, privilege or other permission, or for loss of or damage to the property of such person.
- o. It shall be unlawful for any persons to violate any of the provisions of this subsection or the regulations issued pursuant to the authority contained herein or willfully to obstruct, hinder or delay any member of the civil emergency organization in the enforcement of the provisions of this subsection or any regulation issued thereunder. Any violation of this subsection shall be considered as a misdemeanor and shall be punished by a fine of not more than ~~one~~ five hundred dollars (\$~~100~~500.00) or confinement of not more than thirty (30) days.

(4) *Hazardous Materials ~~control services~~* - The hazardous materials division shall be headed by the manager of hazardous materials. The duties of the manager of the hazardous materials division shall include, but not be limited to the location, identification, monitoring and/or control of all hazardous/toxic waste(s) existing in or transported through the county. Such control shall include the enforcement of all relevant codes and the coordination of effort with other county and public agencies assigned public safety responsibilities in the field of hazardous/toxic wastes.

(5) *Emergency 911 Communications Center –*

- (a) Funding for emergency 911 telephone system

It is the desire of Richland County Council to shorten the time and to simplify the methods required for a resident of Richland County to request and to receive emergency aid. It is the further intent of the County Council to provide funding by which to allow operation, maintenance and enhancements of E911 by levying a monthly charge of thirty eight (38) cents upon each local exchange access facility subscribed by telephone subscribers whose local exchange access lines are in the area served by or which would be served by the E911 service and/or system of Richland County, provided, however, that subscribers with multiple lines shall pay the subscriber rate up to a maximum of fifty (50) lines per account.

- (b) E911 Service fee, billing and collection.

- (1) The E911 Service Fee shall include charges as may be required by the Service Suppliers and agreed upon by Richland County and such charges for support, planning, operation and current or future enhancements that are required by Richland County and outlined in South Carolina Code Sections 23-47-10 through 80.

- (2) A monthly charge shall be levied upon each local exchange access facility subscribed to by telephone subscribers whose local exchange access lines are in the area served by or which would be

served by the 911 service and/or system of the jurisdiction of the county as provided for in this section, in amounts permitted by the Office of Information Resources of the South Carolina Budget and Control Board, provided that the amount of such levy shall be set forth precisely in each annual, or supplemental budget ordinance as appropriate, together with a provision providing that such charges were tax enforceable under South Carolina Code 23-47-50(B). Said E911 Service Fee rate shall include funding for only such expenses and costs as are authorized under provisions of South Carolina Code Section 23-47-40(A)(B), and (D), as may be approved by the Richland County Council attendant to the normal adoption of the County's Ordinary and Capital Budgets. Said budget shall clearly delineate the estimated E911 Service Fee revenue and the associated expense, and sources of revenue and authorized expenses from sources other than the E911 Service Fee, by budget account and line item.

- (3) The E911 Service Fee shall be uniform and not vary according to the type of local Exchange access.
  - (4) Coin operated telephones are toll free 911 calls, but certain locations, such as detention centers or institutions may be denied access to 911 at the discretion of the emergency services director. Other coin operated telephones where it can be clearly justified as not being in the public interest to continue or have access to 911 may also be denied such access.
  - (5) The Service Supplier shall remit to Richland County E911 Service Fee Collections within 45 calendar days following the end of the month of collections of such funds and, upon receipt of a monthly bill from the Service Supplier, Richland County will remit payment.
  - (6) An audit and budget reconciliation shall be conducted annually. The audit shall comply with the requirements of the South Carolina Code Section 23-47-50(E).
- (c) Accounting and management.
- (1) As provided in South Carolina Code Section 23-47-50(C), Richland County is responsible for the collection of delinquent accounts having access to the E911 system. The emergency services director and finance director shall cause procedures to be established with the Service Supplier and shall forward such information to the appropriate authority for collection procedures.
  - (2) The emergency services director is responsible within Richland County for the administration of this section and South Carolina Code Sections 23-47-10 through 80.
- (d) Addressing and road name. All road naming activity shall be coordinated with the public works department, [the planning division of the Community Planning and Development Department](#) and the City of Columbia. Public safety is of the highest priority and road names contribute significantly to the efficiency of the emergency response system.
- (e) Penalties. Any person who shall violate any provision of this section, including the provisions of South Carolina Code Title 23, Chapter 47, shall be guilty of a misdemeanor and, upon conviction of such offense, shall be fined not more than ~~two~~ five hundred dollars (~~\$200~~500.00) or imprisoned for not more than thirty (30) days, and in addition, shall pay all costs and expenses involved in the case. Each and every day or portion

thereof during which any violation continues shall be considered a separate offense.

DIVISION 6. ~~DETENTION, ELECTIONS, VOTER REGISTRATION, AND REGISTER OF MESNE CONVEYANCES~~ FINANCE

**Sec. 2-139. Creation; director.**

There is hereby created the finance department and the position of director of finance, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The department shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance; payroll and leave administration; and, in cooperation with the department of human resources, shall be responsible for development and implementation of a personnel data and information management system; and such other responsibilities as may be assigned by the county administrator. The director of finance shall give to the county a surety bond in the value of thirty thousand dollars (\$30,000.00) for the faithful performance of his duties as such officer, such bond to be filed in the office of the clerk of court.

**Sec. 2-140. Qualifications of director; selection.**

The director of finance shall be a person with education, training and/or experience in finance and money management satisfactory to the county administrator. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of finance.

**Sec. 2-141. Responsibilities; powers; duties.**

The director of finance shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his duties and responsibilities which shall be to:

- (1) Direct the finance department and supervise its staff and activities;
- (2) Approve all warrants issued by officers of the county and draw drafts in payment thereof;
- (3) Maintain current accounts of all county budget expenditures and make periodic reports thereon as required by the county administrator;
- (4) Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;
- (5) Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;
- (6) Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;
- (7) Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;
- (8) Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and
- (9) Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds,

provided that such procedures shall be approved by the county administrator.

#### ~~DIVISION 5. OFFICE OF FINANCE AND BUDGET~~

##### ~~Sec. 2-117. Office of finance and budget, generally.~~

~~The office of finance and budget is hereby created and shall be responsible for all facets of finance administration including budget preparation and budgetary control, accounting, financial reporting, and other related financial/fiscal activities. It shall be responsible also for insurance and such other responsibilities as may be assigned by the county administrator. This office shall be managed by the director of finance and budget and shall be responsible also for payroll and leave administration and, in cooperation with the office of staff and human resources, shall be responsible for development and implementation of a personnel data and information management system.~~

~~(Ord. No. 1908-89, § II, 9-5-89)~~

##### ~~Sec. 2-118. Position of director--Created; selection; appointment.~~

~~There is hereby created the position of director of finance and budget. The director of finance and budget shall be selected and appointed by, and shall serve at the pleasure of the county administrator.~~

##### ~~Sec. 2-119. Same--Qualifications; compensation.~~

~~The director of finance and budget shall be a person with education, training and/or experience in finance and money management satisfactory to the county administrator. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of finance and budget.~~

##### ~~Sec. 2-120. Same--Responsibilities, powers and duties.~~

~~The director of finance and budget shall be the chief administrative finance officer of the county, responsible to the county administrator for the performance of his duties and responsibilities which shall be to:~~

- ~~(1) — Direct the county office of finance and budget and supervise its staff and activities;~~
- ~~(2) — Approve all warrants issued by officers of the county and draw drafts in payment thereof;~~
- ~~(3) — Maintain current accounts of all county budget expenditures and make periodic reports thereon as required by the county administrator;~~
- ~~(4) — Maintain a current inventory of all county property, real and personal; and collect and account for all income from rental or sale of same;~~
- ~~(5) — Receive all requests from county offices and agencies in excess of budget allowances, and prepare recommendations for the county administrator to submit to the council for consideration thereof;~~
- ~~(6) — Obtain and supervise contracting and payments for all insurance on county property, including liability and related insurance;~~
- ~~(7) — Cooperate with the county council, treasurer, attorney and other officers concerned in the preparation and sale of all county bond issues and other long-term financial transactions;~~
- ~~(8) — Cooperate with the county auditor, treasurer and other county officers in securing annual and special audits of all county accounts as required by law or directed by council; and~~
- ~~(9) — Serve as the trust officer of the county and be granted authority to sign necessary documents and create accounts for the proper maintenance of such funds, provided that such procedures shall be approved by the county administrator.~~

**Sec. 2-121. Staff and assistants.**

~~The director of finance and budget shall have such staff and assistants as are necessary to the operation of the office and the performance of his duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

**Sec. 2-122. Bond.**

~~The director of finance and budget shall give to the county a surety bond in the value of thirty thousand dollars (\$30,000.00) for the faithful performance of his duties as such officer, such bond to be filed in the office of the clerk of court.~~

**Sec. 2-142. Departmental Divisions.**

The finance department shall include the following divisions:

(1) *Accounting* – There is hereby created the division of accounting and the position of accounting manager, who shall be responsible to the finance director to prepare annual financial statements and other financial reports as required or requested by federal and state agencies, County Council, Administration, or financial markets.

(2) *Budget* – There is hereby created the division of budget and the position of budget manager, who shall be responsible to the finance director to create and maintain the County’s Annual Budget.

(3) *Procurement* - There is hereby created the division of procurement and the position of procurement manager. The procurement manager shall be a person with education, training and/or experience in purchasing, contract administration, and inventory. The division of procurement shall be responsible for the following:

- (a) Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;
- (b) Negotiating contracts for personal services and submitting them for approval and award as provided herein;
- (c) Using standard specifications wherever they are applicable to purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;
- (d) Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;
- (e) Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;
- (f) Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;
- (g) Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;
- (h) Acting as the procurement, purchasing and contracting agent for all

officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the director of finance;

(i) Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;

(j) Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, "Purchasing," of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the division of procurement for the purposes of processing it for publication. The division of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;

(k) Other duties as directed by the director of finance or county administrator.

#### **DIVISION 9. OFFICE OF PROCUREMENT**

##### **~~Sec. 2-153. Creation of the office of procurement; generally.~~**

~~There is hereby created the office of procurement and the position, director of procurement. The office of procurement shall be responsible for the following:~~

~~(1) — Purchasing all supplies, materials, equipment, and contractual services required by county agencies and performing the purchasing-related functions required of the director of procurement herein;~~

~~(2) — Negotiating contracts for personal services and submitting them for approval and award as provided herein;~~

~~(3) — Using standard specifications wherever they are applicable to purchase orders and contracts and ensuring compliance with such specifications through adequate inspection of deliveries;~~

~~(4) — Transferring between agencies, supplies, materials and equipment which are no longer needed by a holding agency but which can be used by the receiving agency;~~

~~(5) — Exchanging, trading in or selling those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use;~~

~~(6) — Developing, with the approval of the county attorney as to legal sufficiency, standard forms and conditions for invitations to bid, requests for proposals, purchase orders, and contracts; developing and prescribing the use by agencies of other forms required in carrying out the provisions of this article; and amending or eliminating any such forms;~~

~~(7) — Upon request of the council, and subject to its approval of each transaction, performing all delegable functions in connection with acquisition and disposal of real property;~~

~~(8) — Acting as the procurement, purchasing and contracting agent for all officers, offices and agencies of the county, subject to regulations promulgated by the council and approval authority of the county administrator;~~

~~(9) — Establishing and maintaining a central purchasing warehousing and supply system for all county offices and agencies, providing for requisition of materials and supplies by county offices and agencies authorized by the council;~~

~~(10) — Placing, with a newspaper to be determined pursuant to the requirements of Chapter 2, Article X, “Purchasing,” of this Code, all requests for advertising by a county agency or department. Any agency or department requiring advertisement shall prepare the advertisement and present same to the office of procurement for the purposes of processing it for publication. The office of procurement shall have the responsibility of determining the most practical and least costly medium of advertising. In connection with this subsection, the office of procurement shall provide each county agency and department a schedule of processing time allowance so that the requesting agency or department will be assured of the actual date of publication of the advertisement. However, any advertising which is not paid for with county funds, or for which the county is reimbursed by a private individual or company, may be exempt from the provisions of this subsection;~~

~~(11) — Other duties as directed by the county administrator.~~

**~~Sec. 2-153.5. Divisions.~~**

~~The office of procurement shall include the office of small business opportunity division, which shall manage and administer the SLBE program (see Section 2-639 et seq.) and shall undertake other functions and duties as assigned by the director of the office of procurement, the county administrator or county council.~~

**~~Sec. 2-154. Position of director--Created; appointment; responsibilities.~~**

~~There is hereby created the position of director of the office of procurement also known as the director of procurement. The director shall serve at the pleasure of the county administrator. The director shall also fulfill the responsibilities formerly fulfilled by the purchasing agent.~~

**~~Sec. 2-155. Same--Qualifications; compensation.~~**

~~The director of the office of procurement shall be a person with education, training and/or experience in purchasing, contract administration, and inventory. The county administrator shall recommend and the council shall provide in the annual budget the compensation of the director of the office of procurement.~~

**~~Sec. 2-156. Staff and assistants.~~**

~~The director of the office of procurement shall have such staff and assistants as are necessary for the operation of the office and the performance of his duties. They shall be subject to the county personnel system and their compensation determined accordingly.~~

**~~DIVISION 7. JUDICIAL SERVICES HUMAN RESOURCES~~**

**~~DIVISION 7. JUDICIAL SERVICES~~**

**~~Sec. 2-247. Created; magisterial court administrator; appointment; management of department.~~**

~~There is hereby created a department of judicial services which shall operate under the direction of the magisterial court administrator.~~

**~~Sec. 2-248. Qualifications of administrator; selection; compensation.~~**

~~The magisterial court administrator shall serve as the chief administrative officer of the magisterial system of the county and as such shall serve such system mainly through the chief magistrate. The magisterial court administrator shall be selected and appointed by the county~~

~~administrator on the basis of his education, training and professional experience which shall be no less than five (5) years in a court related activity. He shall be compensated as authorized by the county administrator and approved by the county council in the county's annual budget(s).~~

**~~Sec. 2-249. Responsibilities of administrator; powers; duties.~~**

~~The magisterial court administrator shall serve as the chief administrative officer and shall direct and manage the central fines processing office, and transact all administrative matters not handled directly by the chief magistrate and the other magistrates who constitute the magisterial system of the county.~~

**~~Sec. 2-250. Staff; personnel.~~**

~~The staff and assistants of the magisterial court administrator shall be subject to the county personnel system and their compensation determined accordingly.~~

**~~Sec. 2-251. Home Detention Program.~~**

~~(a) — Purpose. The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).~~

~~(b) — Home Detention Program provided. Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county's home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.~~

**Sec. 2-143. Creation; director.**

The department of human resources ~~office of staff and human resources~~ is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the ~~office of finance department and budget and the office of operational services.~~ The human resources department shall be managed by the director of human resources who shall be responsible also for administrative and legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator. The director of the human resources department shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

**Sec. 2-144. Qualifications of director; selection.**

The director of human resources shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. The director shall be selected and appointed by the county administrator with no definite term of office assigned. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration or some other related discipline. The director of the human resources department shall be paid an annual salary as recommended by the county administrator and approved by county council.

**Sec. 2-145. Responsibilities; powers; duties.**

The duties and responsibilities of the director of human resources shall be:

- (1) To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;

- (2) To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;
- (3) To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;
- (4) To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;
- (5) To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;
- (6) To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and
- (7) To perform such other related work as may be required and as assigned by the county administrator.

**Sec. 2-146. Departmental Divisions.**

The human resources department shall include the following divisions:

(1) *Compensation, Benefits, and Classification – This division shall manage the compensation, benefits and classification related services for the human resources department.*

(2) *Operations- This division shall manage the operations of the human resources department.*

**DIVISION 4. OFFICE OF STAFF AND HUMAN RESOURCES**

**Sec. 2-107. Office of staff and human resources, generally.**

~~The office of staff and human resources is hereby created and shall be responsible for the development and implementation of a modern personnel program employing whatever resources and assistance are needed from the office of finance and budget and the office of operational services. The office of staff and human resources shall be managed by the director of staff and human resources who shall be responsible also for administrative and legislative research, economic and community development, public affairs, data information management, and such other responsibilities as may be assigned by the county administrator.~~

**Sec. 2-108. Position of director--Created; selection; appointment.**

~~There is hereby created the position of director of staff and human resources. The director of staff and human resources shall be selected and appointed by the county administrator with no definite term of office assigned.~~

**Sec. 2-109. Same--Qualifications; compensation.**

~~The director of staff and human resources shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a graduate degree in the field(s) of public administration, business administration or some other related discipline. The director of staff and human resources shall be paid an annual salary as recommended by the county administrator and approved by county council.~~

**Sec. 2-110. Same--Responsibilities; duties.**

The duties and responsibilities of the director of staff and human resources shall be:

- (1) — To serve as personnel director and, as such to plan, organize, direct and coordinate the personnel program of the county;
- (2) — To formulate and recommend operating policies and procedures to the county administrator for the effective administration of the county's personnel program;
- (3) — To direct and control the county's research resources and activities serving the administrative and legislative branches of the government;
- (4) — To provide leadership and support in the areas of economic and community development and, in so doing, establish effective liaison and working relationships with all appropriate private and public enterprises as related to economic and industrial development, and with all appropriate civic groups/associations, as related to community development;
- (5) — To administer a program of public affairs and, to that end, establish effective relationships with the media and the general public through the development of viable public information programs;
- (6) — To organize, direct, and administer management information and word processing programs assigned to receive, store and provide organizational data and information on a timely and well-organized basis as a service to the entire organization; and (7) — To perform such other related work as may be required and as assigned by the county administrator.

**Sec. 2-111. Staff and personnel.**

The director of staff and human resources shall have such staff and assistants as are deemed necessary to the performance of his duties and operation of the office and approved by the county administrator. They shall be subject to the county personnel system and their compensation determined accordingly.

**Sec. 2-112. Bond.**

The director of staff and human resources shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

DIVISION 8. INFORMATION TECHNOLOGY

**Sec. 2-147. Creation; director.**

There is hereby created the information technology department and the position of director of information technology, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, with the term of office being at the pleasure of the county administrator. The department shall be responsible for all providing the technological vision and leadership to deploy the appropriate technology that will contribute towards an enriched community and providing timely, efficient, effective, and proactive technology support to the employees of Richland County.

**Sec. 2-148. Qualifications of director; selection.**

The director of information technology shall be appointed solely on the basis of merit including administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a graduate degree in the field(s) of information technology, public administration, business administration or some other related discipline. The director of the human resources department

shall be paid an annual salary as recommended by the county administrator and approved by county council.

**Sec. 2-149. Departmental Divisions.**

The information technology department shall include the following divisions:

- (1) Network – This division shall manage the Richland County network infrastructure.
- (2) Production - This division shall support and manage the Richland County website and related applications.
- (3) PC/LAN Tech – This division shall provide organization wide technical support to Richland County departments.
- (4) *GIS* - The division of geographic information system (GIS), as well as the manager of GIS, is hereby established to furnish various county departments with tools to measure, model, and map data regarding geographically related phenomena. While data, in and of itself, cannot assist in making decisions or policy, the information created from such data is a valuable tool in executing county business. As a work product, the data will be used to produce thematic information that can be combined to assist county personnel in the decision-making process.

GIS data will be continuously updated and improved as technology and county capabilities improve. The county council understands that to sustain the county's utility and effectiveness, data must be maintained. The county council also recognizes that the nature of accurate local data and the potential of GIS are reflected in the value of spatial data to entities other than Richland County. Thus, to provide for costly maintenance of the GIS and to lessen the burden of annual budget requests, system data elements will be available for purchase pursuant to an established fee schedule. Such fee schedule may be modified ~~as described in subparagraph (d)(3)~~ below from time to time by council.

- (a) For the purposes of this section, and unless the context specifically indicates otherwise, the following general terms shall have the meanings designated below:

*Applicant.* Any person who submits a request for GIS products or services.

*Customer.* Any applicant who executes a contract for GIS products or services, or purchases copies of standard system products, custom hard copy system products, digital data, technical assistance, or other products or services.

*Data.* Recorded quantitative and qualitative observational measurements and facts.

*Data steward.* The person, or his or her designee, responsible for the maintenance and security of GIS data elements within a particular county department.

*Geographic Information System (GIS)* is an organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, use, analyze, and display all forms of geographically referenced material.

*Information.* The result(s) obtained from processing, classifying, or interpolating data.

*Open records.* Standard system products as defined herein and non-digital source documents.

*Standard system products.* Paper products generated from GIS databases for internal use and for the purpose of meeting requests submitted under current state law concerning open records.

*Subscriber.* Customer who purchases GIS service or products on a regular, frequent, and on-going basis.

(b) Data and information distribution.

1. Information derived from the county GIS and presented in a geographic context may be made available to the public via the Internet. Furthermore, standard system products will be made available on digital media or, if requested, in hard copy pursuant to S.C. Code 1976, § 30-4-30, as amended.
2. All GIS-related data requests must be approved by both the data steward of the department in possession of such data and the GIS division of the information technology department. Once approved, the GIS division is responsible for filling the request. All GIS data customers must enter into a non-transferable data license agreement with the county. Each license agreement shall identify limitations in the use of county GIS data and shall indemnify and hold harmless Richland County, its elected officials, officers, agents, and employees from loss, damage, or other liability arising from the use of the data.
3. A fee shall be collected from customers for copies of GIS data. An initial fee schedule of individual data elements will be reviewed by county council. The fee schedule will include a description of each thematic data element to be sold, distribution format, file format, and unit pricing information. The county administrator, as necessary, may update the fee schedule. Regardless of changes in data product fees, a county GIS data fee schedule will be submitted annually to the county council as an informational update. For good cause, the county administrator may waive or reduce fees for GIS data when such actions result in serving the best interest of the county.
4. Customers requesting data on a regular basis may request to receive data at a subscription rate, but must enter into a non-transferable data license agreement with the county.
5. All GIS-related information constituting a public record, as defined by S.C. Code 1976, § 30-4-20, as amended, may be provided at no charge via Internet access or at a minimal charge if such information is in digital or hard copy format. The minimal fees for digital or hard copy public record information shall be included in the approved fee schedule.

~~DIVISION 2A. SPECIAL SERVICES~~

~~Sec. 2-200. Creation; director.~~

~~There is hereby created the department of special services and the position of director of special services. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

~~(Ord. No. 058-05HR, § III, 9-6-05)~~

**Sec. 2-201. Qualifications of director; selection; compensation.**

~~The director of special services shall possess education, training and experience that are satisfactory to the county administrator.~~

**Sec. 2-202. Responsibilities; powers; duties.**

~~The special services department shall be responsible for:~~

~~(1) Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and~~

~~(2) Helping communities become self sufficient through sponsoring community cleanups; and~~

~~(3) Holding community forums to address participants' questions about the clean sweep program and neighborhood cleanups.~~

DIVISION 9. OPERATIONAL SERVICES

**Sec. 2-150. Creation; director.**

There is hereby created the support services department and the position of director of support services, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The support services department shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the support services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of support services and shall be responsible also for the communication system(s) serving the entire organization, for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator. The director of support services shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.

**Sec. 2-151. Qualifications of director; selection.**

The director of support services shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. The director of support services shall be selected and appointed by the county administrator with no definite term of office assigned. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director of support services shall be paid an annual salary as recommended by the county administrator and approved by county council.

**Sec. 2-152. Responsibilities; powers; duties.**

The duties and responsibilities of the director of support services shall be:

(1) To develop and implement a comprehensive program of maintenance, custody and security for the county's physical plant, including all buildings and facilities owned and operated by the county government;

(2) To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;

(3) To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and

needs;

- (4) To develop through the same working relationship with all department and agency heads an understanding of the communication requirements and needs, and the development of a communication system(s) to meet those requirements and needs;
- (5) To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;
- (6) To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and
- (7) To perform such other related work as may be required and so assigned by the county administrator.

**Sec. 2-153. Departmental Divisions.**

The support services department shall include the following divisions:

- (1) Facilities and Grounds – This division shall perform routine maintenance on Richland County owned facilities and grounds.
- (2) Central Services –This division shall manage and operate the Richland County mailing services.

**DIVISION 10. PUBLIC WORKS**

**Sec. 2-154. Creation; director.**

There is hereby created the public works department and the position of director of public works, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his term of office shall be at the pleasure of the county administrator.

**Sec. 2-155. Qualifications of director; selection.**

The director of public works shall be a graduate of an accredited college or university with a major in civil engineering. The director shall possess a certified license as a professional civil engineer and shall have had at least five (5) years of previous experience as a public works director/engineer including supervisory, administrative and engineering experience. Such director shall possess training and/or experience in both public works and engineering which is satisfactory to the county administrator.

**Sec. 2-156. Responsibilities; powers; duties.**

The director of public works shall be responsible for the custody, security and maintenance of public works and physical properties of the county and shall be responsible to and under the supervision of the county administrator in the performance of his/her duties.

**Sec. 2-157. Departmental Divisions.**

The public works department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department-level administrative support, including personnel management, safety, training, standardization, finance, budget, payroll, material management, procurement, and geographic information services (GIS).
- (2) *Engineering* – This division, which shall be managed by a registered professional engineer, shall provide engineering services in support of county operations and infrastructure development, including the management and coordination of capital

improvement projects.

- (3) *Stormwater management*— This division shall provide stormwater management services in support of positive public drainage and “receiving water” quality.
- (4) *Roads and Drainage maintenance*— This division shall maintain and improve the county road maintenance network and drainage infrastructure.
- (5) *Airport* – This division shall manage the Jim Hamilton Owens Airport operations.
- (6) *Solid Waste and recycling*— This division shall provide residential collection of municipal solid waste (MSW) and recyclable materials within the unincorporated county, provide limited construction & demolition (C&D) landfill services, manage the Solid Waste stream within the county, and promote cost-effective recycling.

(a) Special Services Program - The special services program within the solid waste division shall be responsible for:

1. Effectively managing a labor pool of community service and inmate labor personnel in support of county operations, such as picking up trash along the road right of ways and beautifying the community through a clean sweep program; and
2. Helping communities become self-sufficient through sponsoring community cleanups; and
3. Holding community forums to address participants’ questions about the clean sweep program and neighborhood cleanups.

#### ~~DIVISION 6. OFFICE OF OPERATIONAL SERVICES~~

##### ~~Sec. 2-125. Office of operational services.~~

~~The office of operational services is hereby created and shall be responsible to administer the internal or housekeeping needs of the county government. It shall be responsible for the maintenance, custody and security of the entire physical plant and all of the support services required to keep the plant and all equipment at an acceptable level of operation and usability. The office shall be managed by the director of operational services and shall be responsible also for the communication system(s) serving the entire organization, for coordinating a program of records management through the county archivist, and for such other responsibilities as may be assigned by the county administrator.~~

##### ~~Sec. 2-126. Position of director--Created; selection; appointment.~~

~~There is hereby created the position of director of operational services. The director of operational services shall be selected and appointed by the county administrator with no definite term of office assigned.~~

##### ~~Sec. 2-127. Same--Qualifications; compensation.~~

~~The director of operational services shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director of operational services shall be paid an annual salary as recommended by the county administrator and approved by county council.~~

##### ~~Sec. 2-128. Same--Responsibilities; duties.~~

~~The duties and responsibilities of the director of operational services shall be:~~

- (1) ~~—To develop and implement a comprehensive program of maintenance, custody and~~

~~security for the county's physical plant, including all buildings and facilities owned and operated by the county government;~~

~~(2) — To formulate and submit to the county administrator recommendations for continued improvement and effective utilization of the county's physical plant;~~

~~(3) — To establish a working relationship and liaison with all department and agency heads relative to their specific operational and/or space office requirements and needs;~~

~~(4) — To develop through the same working relationship with all department and agency heads an understanding of the communication requirements and needs, and the development of a communication system(s) to meet those requirements and needs;~~

~~(5) — To provide assistance for all county departments and agencies to obtain auxiliary and/or housekeeping support and services;~~

~~(6) — To coordinate through the county archivist, a program of records management designed to serve all county departments and agencies; and~~

~~(7) — To perform such other related work as may be required and so assigned by the county administrator.~~

**~~Sec. 2-129. Staff; personnel.~~**

~~The director of operational services shall have such staff and assistants as are deemed necessary to the performance of his duties and operation of the office and approved by the county administrator. They shall be subject to the county personnel system and their compensation determined accordingly.~~

**~~Sec. 2-130. Bond.~~**

~~The director of operational services shall be bonded to the county in an appropriate amount for the faithful performance of the duties as such officer.~~

DIVISION 11. TRANSPORTATION PENNY

**Sec. 2-158. Creation; director.**

There is hereby created the transportation penny department and the position of director of the transportation penny department, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his term of office shall be at the pleasure of the county administrator. The transportation penny department shall manage all items of the Transportation Penny Program approved by voters in November 2012.

**Sec. 2-159. Qualifications of director; selection.**

The director of the transportation penny department shall be appointed solely on the basis of merit including technical and administrative qualifications with special emphasis on education, training, experience and knowledge of the requirements of the office. Preference will be given to individuals with a degree in engineering, public administration, business administration, or some other related discipline. The director shall be paid an annual salary as recommended by the county administrator and approved by county council.

**Sec. 2-160. Responsibilities; powers; duties.**

The duties and responsibilities of the director of the transportation penny department shall be:

(1) To develop and implement the Richland County Transportation Program

(2) Serve as the liaison with the South Carolina Department of Transportation on all joint

transportation projects

(3) Coordinates all transportation projects with the Central Midlands Council of Governments

(4) Oversees design and construction of all transportation projects

(5) Coordinate and manage the distribution of transportation program information to the Transportation Advisory Committee

(6) Study and pursue outside funding sources for the Richland County Transportation Program

---

## DIVISION 12. UTILITIES

### Sec. 2-161. Creation; director.

There is hereby created the department of utilities and the position of director of utilities, who shall be responsible to the county administrator and who shall direct and coordinate the operations and activities of the department. The director shall be appointed by the county administrator, and his term of office shall be at the pleasure of the county administrator.

### Sec. 2-162. Qualifications of director; selection.

The director of utilities shall possess education, training and experience that are satisfactory to the county administrator.

### Sec. 2-163. Responsibilities; powers; duties.

The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.

### Sec. 2-164. Departmental Divisions.

The utilities department shall include the following divisions:

- (1) *Administration* – This division shall coordinate all department level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.
- (2) *Operations* – This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county’s pre-treatment program.
- (3) *Maintenance* – This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.
- (4) *Engineering* - This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.

## DIVISION 1. UTILITIES

### Sec. 2-185. Creation; director.

~~There is hereby created the department of utilities and the position of director of utilities. The director shall be appointed by the county administrator and his/her term of office shall be at the pleasure of the county administrator.~~

~~**Sec. 2-186. Qualifications of director; selection; compensation.**~~

~~The director of utilities shall possess education, training and experience that are satisfactory to the county administrator.~~

~~**Sec. 2-187. Responsibilities; powers; duties.**~~

~~The utilities department shall be responsible for enforcing all the provisions of Chapter 24, Utilities, and Chapter 24.5, Special Sewer Assessment Districts, of the Richland County Code of Ordinances.~~

~~**Sec. 2-188. Departmental divisions.**~~

~~The department of utilities shall be divided into the following functional divisions:~~

~~(1) — *Administration division.* This division shall coordinate all department-level administrative support, including personnel management, standardization, finance, budget, payroll, material management and procurement.~~

~~(2) — *Engineering division.* This division shall provide engineering services in support of county utility operations and infrastructure development, including the management and coordination of capital improvement projects funded by both public and private sources. Also develops and maintains the department mapping and geographic information system.~~

~~(3) — *Maintenance division.* This division shall manage, maintain, and improve all county utility systems, including facilities, grounds, water and sewer lines and associated apparatus.~~

~~(4) — *Operations division.* This division shall provide professional operation of county water and wastewater treatment facilities, laboratory facilities and shall administer provisions of the county's pre-treatment program.~~

~~(5) — *Special project division.* This division shall provide administrative functions relating to the design and construction of utility system improvements in various communities as determined by County Council. This division administers the safety and training programs for the department.~~

**SECTION IV.** The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the addition of the following sections and amendment of reserved sections:

**Sec. 21-25. Use of county equipment by private parties and during public emergencies.**

(a) Use and operation of county equipment. Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) Public emergency. A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, plane crash, train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, health, the environment, and prevent substantial property loss.

(c) Records. In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the man-hours involved.

(d) Reimbursement. The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

(e) Violation. The failure to comply with this section shall be grounds for suspension, removal or termination.

**21-26. Burial of paupers and cremains.**

The public works department shall bury paupers at a site designated for that purpose when directed to do so by the county administrator. Further, cremains originating from medical schools may be buried within the county cemetery by appropriately authorized personnel of such schools. Medical schools wishing to enter into these arrangements shall provide a list of names of authorized personnel and shall execute appropriate releases and hold-harmless agreements prior to any burials.

**Secs. 21-27--21-33. Reserved.**

SECTION V. The Richland County Code of Ordinances, Chapter 1, General Provisions; is hereby amended by the addition of the following section:

**Sec. 1-17. Home Detention Program.** *(just moved from another area of the code)*

(a) *Purpose.* The purpose of this section is to provide for a pilot Home Detention Program in Richland County as an alternative to confinement in the Alvin S. Glenn Detention Center, in accordance with the Home Detention Act of 1990 (S.C. Code 1976, § 24-13-1510 et seq, as amended).

(b) *Home Detention Program provided.* Pursuant to S.C. Code 1976, § 24-13-1530, electronic and nonelectronic home detention programs may be used by the magistrates of Richland County as an alternative to incarceration for low risk, nonviolent adult and juvenile offenders, as selected by the court. Applications for home detention by persons who are awaiting trial or by offenders whose sentences do not place them in the custody of the Department of Corrections may hereafter be made to the magistrates of Richland County as an alternative to incarceration. The county's home detention program shall comply with all applicable state and local laws and regulations, including S.C. Code 1976, § 24-13-1510 et seq.

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

SECTION VIII. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of

\_\_\_\_\_, 2017.

---

Michelle Onley  
Deputy Clerk of Council

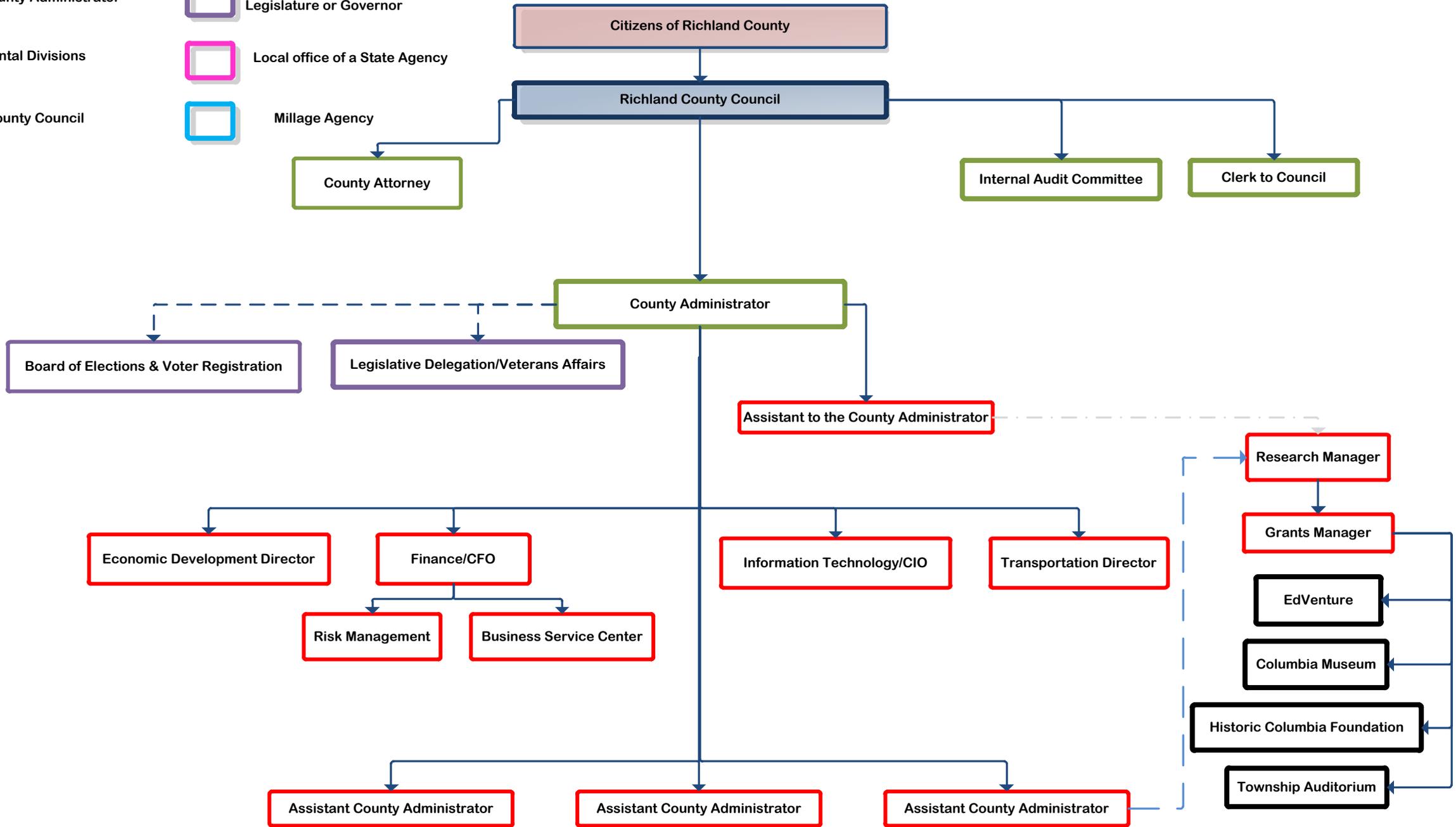
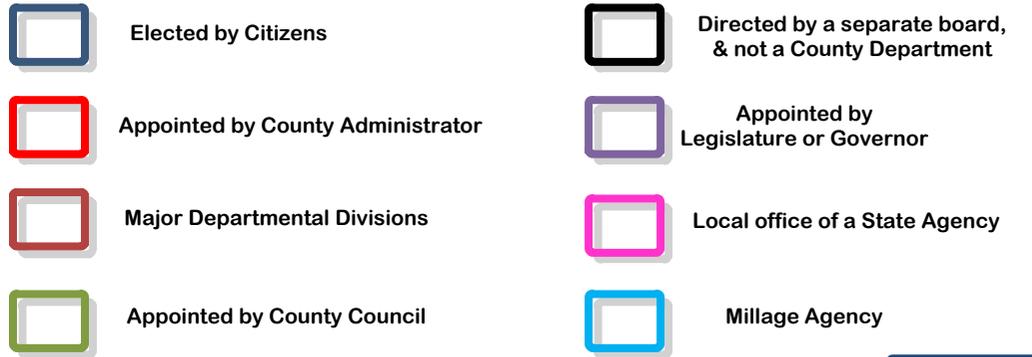
RICHLAND COUNTY ATTORNEY'S OFFICE

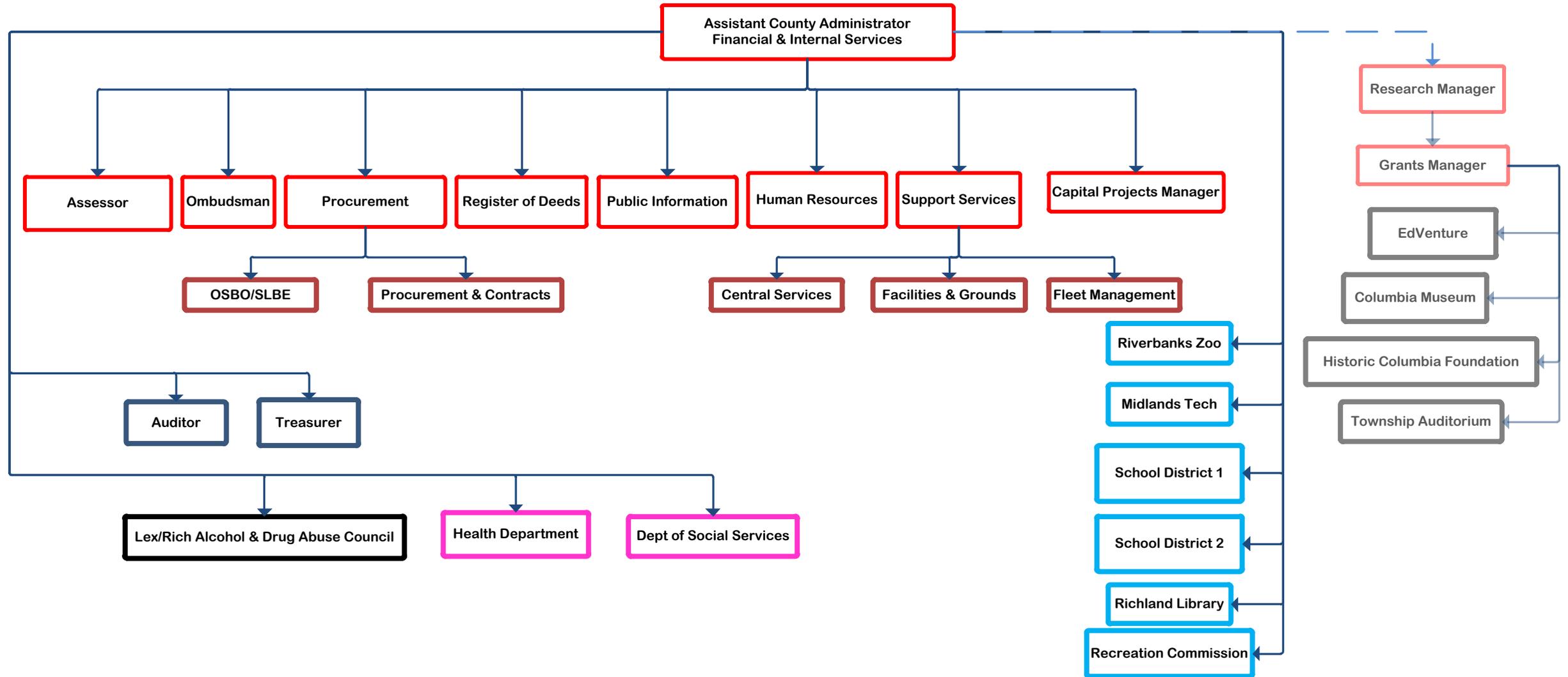
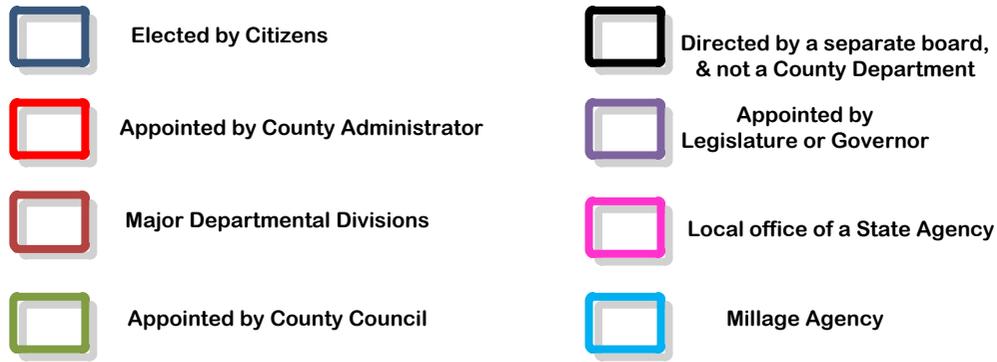
---

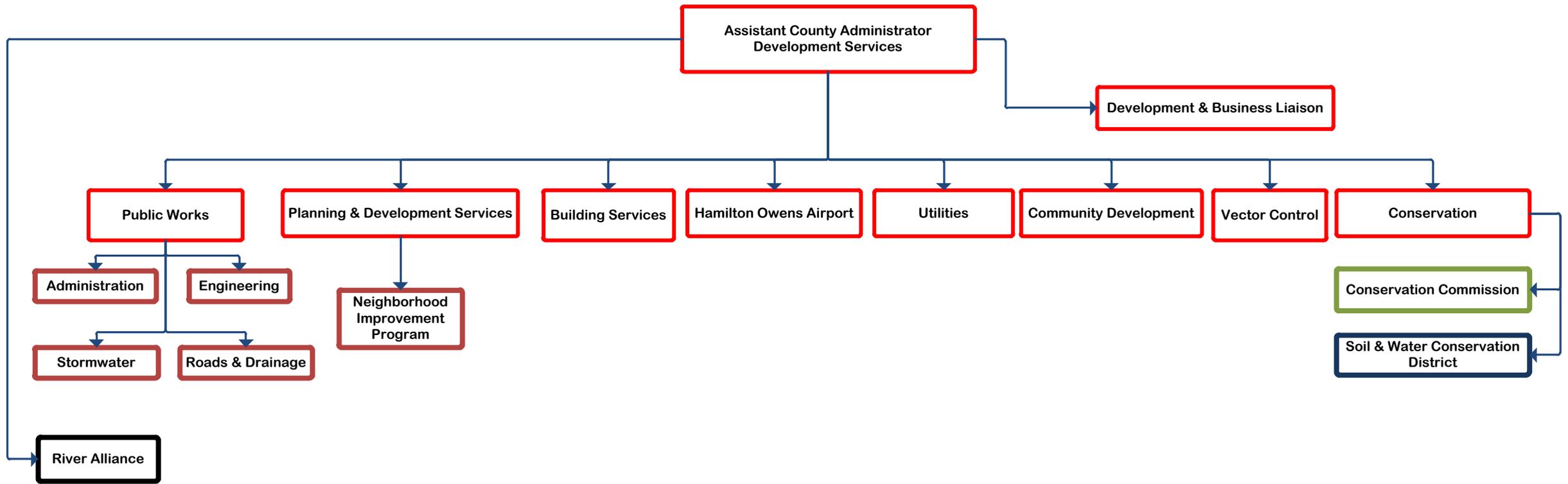
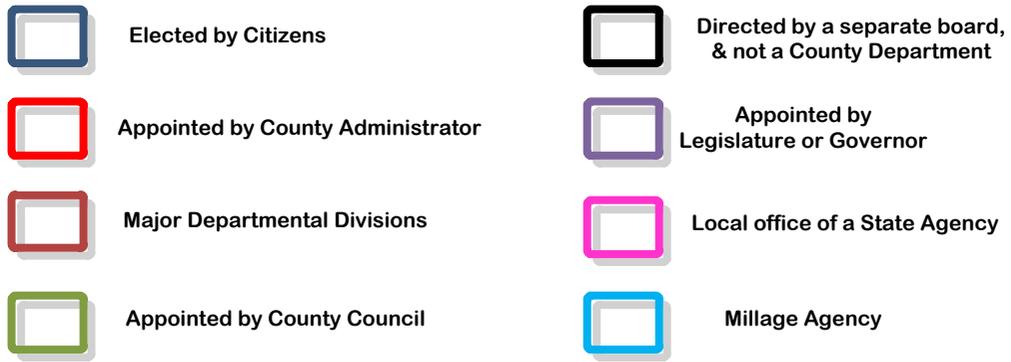
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

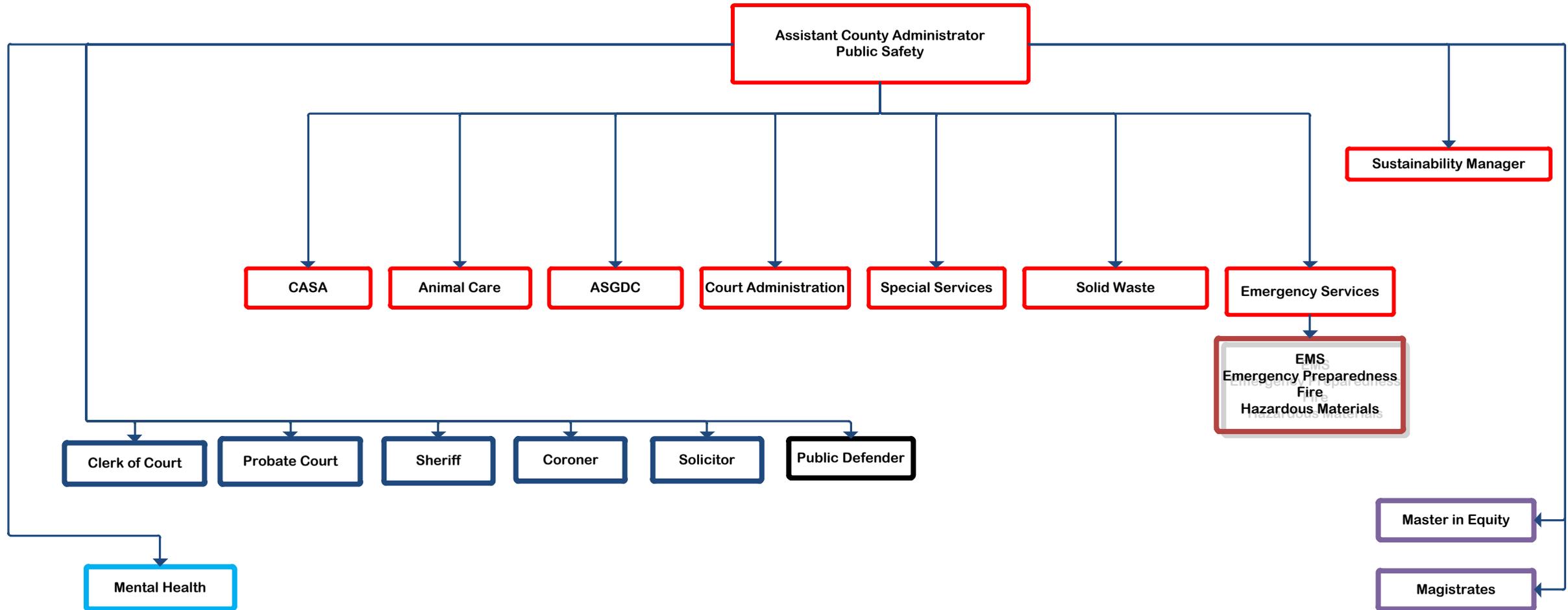
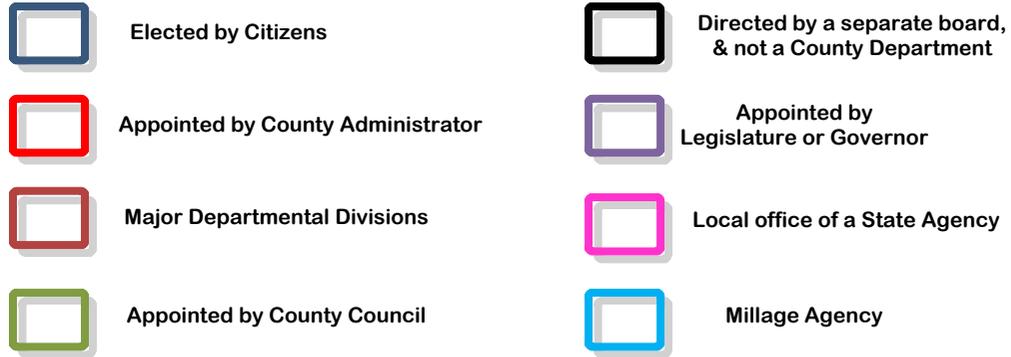
First Reading:  
Second Reading:  
Third Reading:  
Public Hearing:

DRAFT



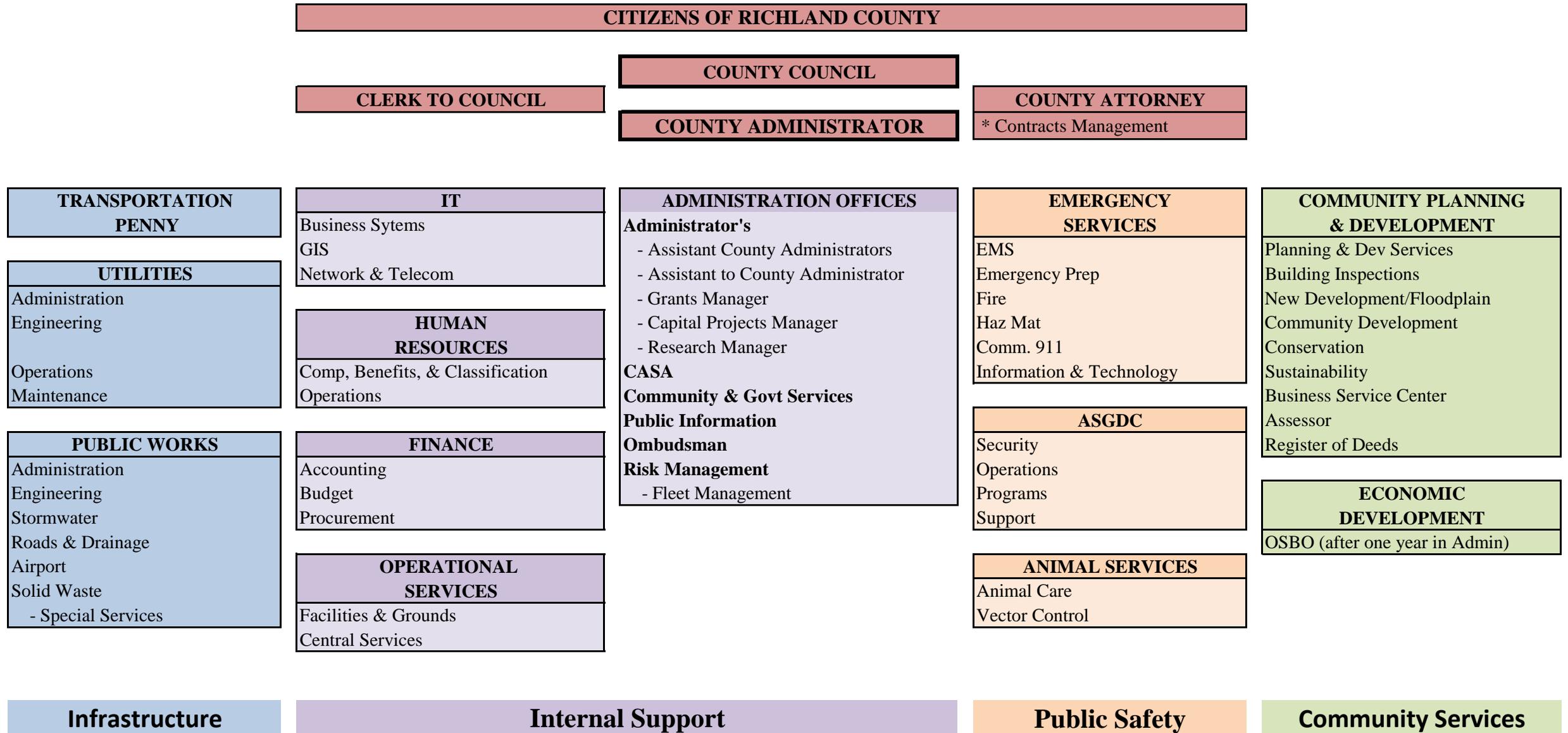






# Richland County Organizational Structure (Proposed)

Note: Each box under Administration represents a Department (it is not a reporting organizational chart)



## Richland County Council Request of Action

**Subject:**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; so add Section 1-16 related to payment of legal bills

First Reading: December 6, 2016

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SO ADD SECTION 1-16 RELATED TO PAYMENT OF LEGAL BILLS.

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 1, General Provisions; is hereby amended by the addition of Sec 1-16, which shall read as follows:

**Sec. 1-16. Payment of legal fees or settlement amounts for entities not created by County ordinance or whose members are not appointed by Richland County.**

Notwithstanding any other ordinance, Richland County shall not pay the legal fees incurred by any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. Further, Richland County shall not pay any legal judgments ordered against, or any settlement amounts proposed by or on behalf of any board, committee, commission or similar entity that is not created by County ordinance or whose members are not appointed by the Richland County Council. This ordinance only applies to boards, committees, commissions or similar entities, and does not apply to offices under the direction of County elected officials or offices under the direction of officials appointed by the Richland County Council or the Richland County Administrator.

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 \_\_\_\_\_, 2017.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Michelle Onley  
Deputy 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:**

An Ordinance Amending the Fiscal Year 2016-2017 Hospitality Tax Fund Annual Budget to appropriate \$1,00 of Hospitality Fund Balance to provide seed funding for commemorating Fort Jackson's 100<sup>th</sup> Birthday

First Reading: December 6, 2016

Second Reading:

Third Reading:

Public Hearing:



# RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

## COUNCIL MEMORANDUM 12 - 2

**To** County Council  
**From** Gerald Seals, County Administrator  
**Date** December 9, 2016  
**Subject** Fort Jackson Centennial Park Funding Request

---

### **Background**

At the November 15, 2016 County Council meeting, Councilmember Manning brought forth the following motion:

“Seed Funding for Commemorating Fort Jackson’s 100th Birthday”

Pursuant to that motion, the Gateway to the Army Association (Association) is requesting financial assistance from the County for the purposes of constructing a park on Fort Jackson to commemorate its 100<sup>th</sup> year of inception. The construction of the park will be presented as gift to the Army as part of a multi-day event, celebrating Fort Jackson. Per the Association, its intent is to provide a place where those connected to Fort Jackson and Fort Jackson’s friends, amongst other events, can congregate; conduct graduations, retirements and awards ceremonies, while honoring and appreciating what Fort Jackson does and has done since its inception in 1917.

The funding is being requested to initiate the development of this project and will serve as a concrete testament of the County’s support for Fort Jackson and its Military community. Gifts presented to a military installation must have approval from the Secretary of the Army. Based on the information presented by the Association, they are in the process of obtaining that approval.

### **Centennial Park**

The Association intends to construct an approximately 4.5 acre park, inclusive of the following features:

- U.S. Army Soldier Statue
- Ceremonial Amphitheater
- Pathway of Patriots
- Wartime Theater Memorial
- Six covered Pavilions

Attached are design renderings of the park, along with a summary of park details provided by the Association. The public will have access to the park in a manner that is similar to the access policy currently in place with the existing waterpark on the Fort Jackson campus.

The City of Columbia has approved the allocation of \$300,000 to the Association for the construction of the park over a period of multiple funding cycles.

The City of Forest Acres has approved the allocation of \$50,000 to the Association for the construction of the park.

**Recommended Funding Plan**

The Association requested a commitment of \$500,000, which is approximately 20% of the \$2.7 million estimated construction cost of the project. Given the intent of this project, the Hospitality Tax Fund would be an appropriate funding source. Staff recommends a multi-year funding approach utilizing the Hospitality Tax fund balance as the funding source. Thus, the following funding schedule applies:

<b>Year</b>	<b>Funding Source</b>	<b>Funding Amount</b>
Year 1 (FY17)	Hospitality Tax Fund Balance	\$200,000
Year 2 (FY18)	Hospitality Tax Fund Balance	\$150,000
Year 3 (FY19)	Hospitality Tax Fund Balance	\$150,000
<b>Total Funding Commitment</b>		<b>\$500,000</b>

The said commitment can be absorbed through the funding available in the County’s Hospitality Tax fund balance, which currently stands at approximately \$10 million dollars. Additionally, it is expected that the Association will adhere to the County’s hospitality tax guidelines and policies.

In addition to the aforementioned funding recommendation for the Association staff recommends allocating Hospitality Tax funds for the promotion and re-branding of Southeast Lower Richland and the McEntire Joint National Guard Base in the amount of \$200,000. This will allow for the County to make an investment into the Military community and its host communities that is reflective of the importance of these assets to the County. Moreover, this will facilitate the attracting of tourists and visitors to this region of the County..

Given this information, Council may consider approving the following motion:

“Move to give second reading approval of a budget amendment in the amount of \$400,000 from the Hospitality Tax fund balance, of which \$200,000 will be allocated to the Gateway to the Army Association for the construction of Centennial Park, and \$200,000 will be allocated for the for the promotion and re-branding of Southeast Lower Richland and McEntire Joint National Guard Base”

Approval of the aforementioned motion will prompt the following actions:

1. Draws down funds from the County's Hospitality Tax fund balance in the amount of \$400,000.
2. Budgets the abovementioned funds into an account(s) specifically established to provide \$200,000 to the Gateway to the Army Association and allocate \$200,000 for the re-branding of Southeast Lower Richland and McEntire Joint National Guard Base.

Staff will include the Year 2 and Year 3 funding amounts of \$150,000, respectively, for the Association's Centennial Park in its Biennium Budget I request to Council for its consideration.

In the Spirit of Excellence,

A handwritten signature in blue ink, appearing to read 'Gerald Seals', is written over a large, stylized blue circular mark that resembles a stylized 'S' or a similar symbol.

Gerald Seals  
County Administrator



Gateway to the Army Association



Commemorating Fort Jackson's 100<sup>th</sup> Birthday



Gateway to the Army Association



Gateway to the Army Association



Centennial Park  
Information Brief &  
Request for Funding

Richland County Council

Gateway to the Army Association



# Fort Jackson History



## (Business Leaders Lead the Way!)

- March 14, 1917 – Columbians, led by Chamber of Commerce, raised \$5K to buy & donate 1200 acres of land for Army cantonment in Columbia
- June 2, 1917 – War Dpt granted final approval for Army Trng Ctr in Columbia
- June 8, 1917 – Columbia Chamber of Commerce honors Edwin Robertson for leading effort to secure cantonment in Columbia
- June 25, 1917 – Construction of first buildings started
- July 18, 1917 – Columbia cantonment designated as "Camp Jackson"
- September 5, 1917 – First Soldiers arrive at Camp Jackson



Gateway to the Army Association



# Fort Jackson Facts



- Largest Initial Entry Training (IET) Site in the Army
- Trains over 72,000 Personnel per year
  - ✓ 54% of Army Basic Combat Training (BCT) Load
  - ✓ 64% of Army Female Soldiers
  - ✓ 27,000 in AG, Finance, Drill Sergeant Academy, Chaplain Schools & Mechanic courses
  - ✓ 2,000 Navy personnel for deployments in FY15



Gateway to the Army Association




## SC Military Economic Impact

Branch	Economic Impact
SC Military	\$19.0 Billion
Fort Jackson	\$2.3 Billion
Military Visitors	\$40 Million (Midlands)

Gateway to the Army Association




## Centennial Park Value

- Serves as a testament of support for future BRACs
- Continues the Legacy of Columbia's citizenry & business leaders from 1917
- Provides gathering place for 3000-5000 weekly visitors
- Educates visitors on wartime service of American Patriots
- Improves quality of life of Fort Jackson Soldiers, Employees and Residents

Gateway to the Army Association



## Centennial Park "BRAC STRONG!"

- Base Realignment and Closure process (BRAC) determines which military installations grow and which ones are shut down
  - BRAC Committee looks for "military-supportive" communities during BRAC decision-making process
  - FT Jackson's annual economic impact benefits businesses, corporations and legislative bodies in Columbia, the Midlands and SC

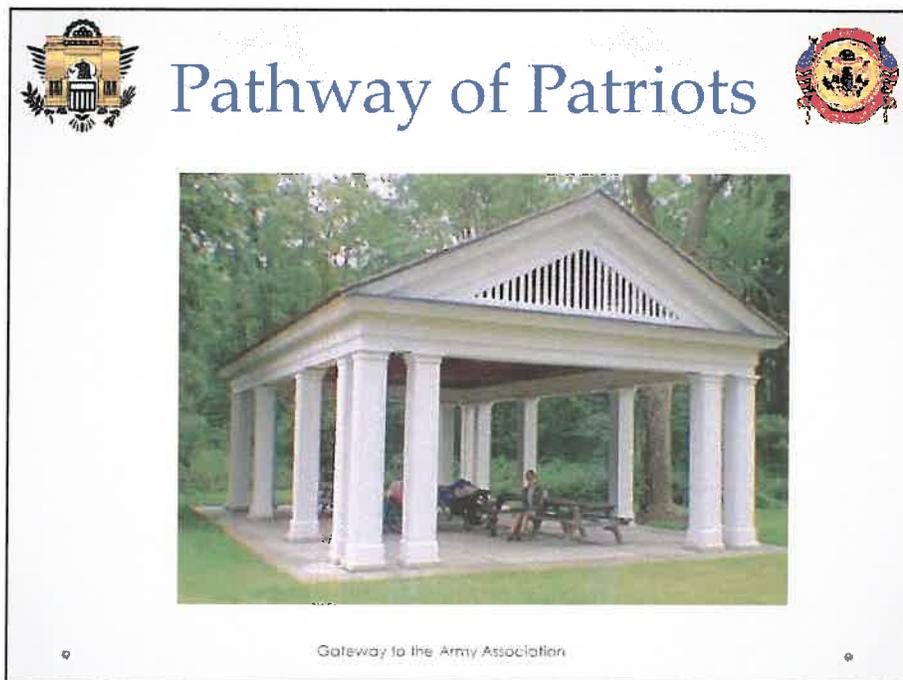
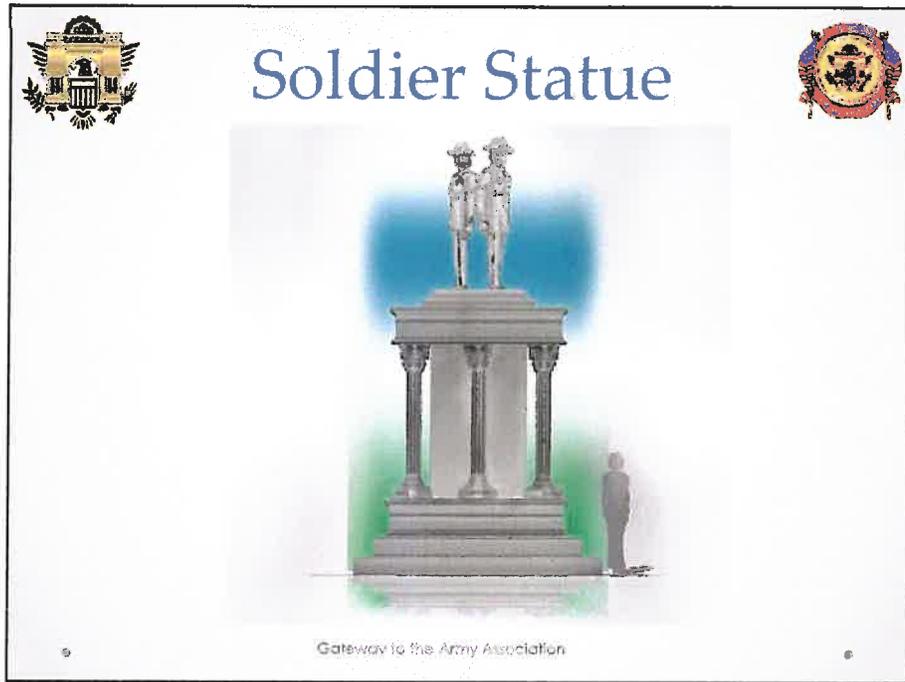
Gateway to the Army Association



## Park Overview



Gateway to the Army Association







## Administration



- GTTA established as a 501-C3 organization
- Estimated project cost is \$2.7 million
- Donations from community members, veterans, patriots, area businesses, philanthropists, & defense contractors
- Granite pavers for \$99 (4"x 8") & \$199 (8"x 8")
- Website [www.gatewaytothearmy.org](http://www.gatewaytothearmy.org)
- Facebook site
- Groundbreaking fall 2016
- Primary designer: Ron Clamp

Gateway to the Army Association



## GTTA Board



- CSM (ret) Marty Wells, president
- Bill Eisele, vice president
- Col. (ret) Sam Brick, secretary
- Col. (ret) Gene Gordon, treasurer
- Maj. Gen (ret) George Goldsmith
- Maj. Gen. (ret) Abe Turner
- Dan Hennigan, executive officer
- Tom Sliker
- Col. (ret) Bryan Hilferty
- CSM (ret) Ron Friday (not pictured)
- Ted Stambolitis (not pictured)



Gateway to the Army Association



## GTТА Honorary Board



- GEN (ref) Fred Woerner, SOUTHCOM & History board
- Sgt. Maj. of the Army (ref) Jack Tilley
- Sheriff Leon Lott, Richland County Sheriff
- Mayor Steve Benjamin
- Jennifer Harding, Russell & Jeffcoat Realtors
- Alex English, NBA Hall of Famer
- Joe Pinner, TV Personality
- Otis Rawl, President/CEO, Lexington Chamber of Commerce










Gateway to the Army Association



## Centennial Park Corporate Sponsors














Gateway to the Army Association



**Centennial Park  
In-Kind Sponsors**



Gateway to the Army Association



**Sponsor Recognition**

- Corporate name and logo to be placed on the Centennial Park "Title Stone"
- Corporate logo and link to corporate website will be displayed (and meta tagged/indexed) as a link on GTIA's website
- Periodic iHeart Media PSAs mentioning sponsors
- Corporate name and logo place on a 8X8 commemorative brick conspicuously placed on our "Pathway of Patriots".
- Regular notice on our social media posts
- Corporate name and logo place in our printed material such as invitations, programs, brochures etc.

Gateway to the Army Association



## Sponsor Recognition Cont.



- Corporate name and logo placed in our newspaper advertisements
- Corporate name will be featured in a official news release to all electronic and print media in South Carolina
- Corporation will be recognized at all GTTA events and activities
- Invitation to and recognition at the Centennial Park dedication

Gateway to the Army Association



## How Richland County Council Can Help



- Provide \$500,000 over 2-3 years for the construction of Centennial Park
- Talk About Centennial Park in Your Work Places and Community
- Help GTTAA Identify Potential Partners

Gateway to the Army Association

**Questions?**



Gateway to the Army Association

# SC GUARD EXPO

Councilwoman Myers,

The SC Guard Air and Ground Expo is a statewide Open House that will take place at McEntire JNGB on 5-7 May 2017. The 169<sup>th</sup> Fighter Wing will host the event in coordination with the SC Army National Guard. Below you will find a synopsis of the planned events. As part of the SC Military Department we have partnered with the Welcome Home to Carolina Campaign to Commemorate the 50 Year Anniversary of the Vietnam War through a two-day concert immediately following the Air and Ground Expo. We have also partnered with the University of South Carolina Hotel Restaurant and Sports Management College. We plan to serve our 150,000 attendees through the largest food truck festival in the state. We expect multiple international attendees including our State Partners from Colombia and our Canadian counterparts.

3 May 2017

- Media Rides from McEntire JNGB (F-16, Blackhawk and Abrams Tank)

4 May 2017

- Media Day at Columbia Metropolitan Airport (rides in multiple performer aircraft)

5 May 2017

- STEM day – We intend to host students from all 46 Counties on rehearsal day
- Rehearsal Day – Open to Veterans, the Disabled and Students
- Cinco de Flyo – Family Day celebration for SC National Guard Members and event partners. Includes Night Flying and Pyrotechnics
- Statewide Motorcycle Rally ending at McEntire JNGB.

6 May 2017

- Air and Ground Expo (approximately 9am – 3:30pm)
- Welcome Home to Carolina Concert (approximately 3:30pm – 6:30pm)
- After Party with Night Flying and Pyrotechnics

7 May 2017

- Air and Ground Expo (approximately 9am – 3:30pm)
- Welcome Home to Carolina Concert (approximately 3:30pm – 6:30pm)

# SC GUARD EXPO

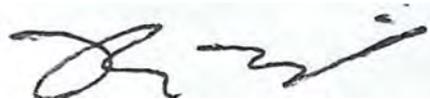
The budget required to host an event of this magnitude is in excess of \$600,000. The SC Air National Guard will be providing the basic requirements for the event (security, waste and overall coordination of the event). The National Guard Education Foundation in conjunction with Angels and Heroes Org LLC are spearheading the remainder of the fundraising effort which exceeds \$500,000. Below are the economic impacts.

- Restaurant sales in excess of \$1.5 Million dollars.
- Fuel sales in excess of \$500,000 dollars.
- Hotel sales in excess of \$200,000 dollars.
  - Our performers alone will require 150 rooms for four consecutive nights. We are partnering with hotels to offer reduced rate rooms for airshow attendees.
- Airshows are a significant recruiting platform. Previous shows have recruited around 50 new National Guardsmen. These Guardsmen will have lasting impacts on Richland County.

We see this event as an opportunity to reach people from across the state. We will inspire our kids to pursue jobs in STEM fields. We will build relationships through community outreach and interaction with our military and first responders. We will honor those who have served and give our 140,000 Vietnam Veterans the Welcome Home they never received. We will provide jobs to those who want to join the National Guard family.

Thanks for your consideration and support. We look forward to providing a marquis event that will bring the community together.

Sincerely,



Ryan Madrid, Maj, SC ANG  
SC Air and Ground Expo  
Officer in Charge

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. SR\_HT\_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 HOSPITALITY TAX FUND ANNUAL BUDGET TO APPROPRIATE \$1.00 OF HOSPITALITY FUND BALANCE TO PROVIDE SEED FUNDING FOR COMMEMORATING FORT JACKSON'S 100<sup>TH</sup> BIRTHDAY.

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 Dollar (\$1.00) be appropriated to provide seed funding for commemorating Fort Jackson. Therefore, the Fiscal Year 2016-2017 Hospitality Tax Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2016 as amended:	\$ 10,967,500
Appropriation of Hospitality Tax Fund Balance:	\$ _____ 1
Total Hospitality Tax Fund Revenue as Amended:	\$10,967,501

EXPENDITURES

Expenditures appropriated July 1, 2016 as amended:	\$ 10,967,500
Fort Jackson's 100 <sup>th</sup> Birthday Commemoration:	\$ _____ 1
Total Hospitality Tax Fund Expenditures as Amended:	\$10,967,501

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 \_\_\_\_\_, 2016.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2016

\_\_\_\_\_  
S. Monique McDaniels  
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:** Council Motion: Seed Funding for Commemorating Fort Jackson's 100<sup>th</sup> Birthday

### **A. Purpose**

Council is requested to consider a motion brought forth by Councilmembers Manning and Dixon at the November 15, 2016 County Council meeting regarding the provision of "seed" funding commemorating Fort Jackson's 100<sup>th</sup> birthday event.

### **B. Background / Discussion**

At the November 15, 2016 County Council meeting, Councilmember Manning brought forth the following motion:

"Seed Funding for Commemorating Fort Jackson's 100th Birthday"

The Gateway to the Army Association, per its website, is a South Carolina non-profit corporation established to encourage patriotism by facilitating honor and respect for the Army.

One of its projects is to honor Fort Jackson's centennial in 2017 by the funding and constructing a monument and park to provide a place where those connected to Fort Jackson and Fort Jackson's friends, amongst other events, can congregate; conduct graduations, retirements and awards ceremonies, while honoring and appreciating what Fort Jackson does and has done since its inception in 1917.

Per the Council motion, Council is requested to contribute funding to the Gateway to the Army Association for purpose as described above.

The County's Hospitality Tax fund balance would be an available funding source.

### **C. Legislative / Chronological History**

November 15, 2016 – Council motion: "Seed Funding for Commemorating Fort Jackson's 100th Birthday"

### **D. Alternatives**

1. Consider the Council motion and proceed accordingly.
2. Consider the Council motion and do not proceed accordingly.

### **E. Final Recommendation**

The decision to funding the commemoration of Fort Jackson's centennial is ultimately a funding decision for County Council. However, Council may consider providing an initial funding commitment to facilitate or "seed" this endeavor using the Hospitality fund balance as a funding source. Any additional funding considerations to be vetted by staff and reviewed by Council during the Biennium Budget I process.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE PROVISION OF WATER AND SEWER  
INFRASTRUCTURE TO THE PINEVIEW INDUSTRIAL PARK AND  
THE EXECUTION OF CERTAIN AGREEMENTS RELATED  
THERE TO; AUTHORIZING AN AMENDMENT TO THE MASTER  
AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL  
INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD  
COUNTY (“PARK”) TO AMEND THE INTERNAL DISTRIBUTION TO  
RICHLAND COUNTY FOR PROPERTY LOCATED IN THE PINEVIEW  
INDUSTRIAL PARK AREA OF THE PARK; AND OTHER RELATED  
MATTERS**

WHEREAS, Richland County, South Carolina (“Richland”), has previously developed the Pineview Industrial Park (“Pineview Park”), as more particularly identified on Exhibit A, in order to attract industrial and commercial enterprises to the County for the purpose of promoting the economic development of the County;

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, as amended, the County, together with Fairfield County, South Carolina, has previously developed the I-77 Corridor Regional Industrial Park (“I-77 MCIP”), which is governed by the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003, as amended (“Master Agreement”) and designated the Pineview Park as being within the geographical boundaries of the I-77 MCIP;

WHEREAS, to further aid in the attraction and location of industrial and commercial enterprises in the Pineview Industrial Park, the County desires to extend and install certain water and sewer infrastructure in the Pineview Park from existing water and sewer infrastructure proximate to the Pineview Park;

WHEREAS, the City of Columbia, South Carolina (“City”) and the County have previously executed an Intergovernmental Agreement Relating to the Pineview Industrial Park dated as of May 26, 2015 (“Services IGA”), pursuant to which the City has agreed to provide water and sewer services to the owners located or to be located in the Pineview Park (collectively, “Pineview Owners”), without requiring the Pineview Owners to be annexed into the geographical boundaries of the City, in exchange for a portion of the fee-in-lieu of *ad valorem* tax payments from the Pineview Park (“Fee Payments”);

WHEREAS, as the anticipated provider of the water and sewer services to the Pineview Owner, the County desires, and the City has agreed, for the City to join in sharing the cost of the installation of the water and sewer infrastructure necessary to serve the Pineview Park;

WHEREAS, the County and the City desire to memorialize the agreements as to the sharing of the costs of the water and sewer infrastructure in an Intergovernmental Agreement for Pineview Industrial Park Water and Sewer Infrastructure (“Infrastructure IGA”), the form of which is attached as Exhibit B;

WHEREAS, pursuant to the Act and the Master Agreement, the County further desires to amend the Master Agreement as set forth in the Fourth Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park, the form of which is attached as Exhibit C (“Fourth Amendment”) to ratify and approve the distribution of Fee Payments to the City as provided in the Services IGA;

NOW THEREFORE, THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA ORDAINS:

**Section 1. *Water and Sewer Infrastructure.*** County Council authorizes the acquisition, installation and expansion of water and sewer infrastructure, including the acquisition of any real or personal property, as may be necessary to provide water and sewer services to the Pineview Park at the anticipated service levels appropriate to the Pineview Owners. Each and every action, including the expenditure of funds or execution of documents, taken in connection with the provision of water and sewer services to the Pineview Park prior to the date of this Ordinance is ratified and approved. County Council further authorizes the application and administration of any grants that County personnel may determine is appropriate, desirable or necessary to assist in paying the costs associated with the acquisition, installation or expansion of the water and sewer infrastructure.

**Section 2. *Infrastructure IGA Authorized.*** County Council authorizes the Infrastructure IGA and the form, terms and provisions of the Infrastructure IGA that is before this meeting are approved. The Chairman of County Council is authorized and directed to execute the Infrastructure IGA in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Infrastructure IGA.

**Section 3. *Fourth Amendment Authorized.*** County Council authorizes an amendment to the Master Agreement, as set forth more fully in the Fourth Amendment, to ratify and approve the internal distribution of the Fee Payments. The form, terms and provisions of the Fourth Amendment that is before this meeting are approved. The Chairman of County Council is authorized to execute the Fourth Amendment subject to the approval of any revisions or changes as are not materially adverse to the County by counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fourth Amendment.

**Section 4. *Further Assurances.*** The Chairman of County Council, 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 action, including the negotiation or execution of documents, as the Chairman of County Council, the County Administrator (and his designated appointees) deem to be reasonably necessary and prudent to effect the intent of this Ordinance.

**Section 5. *Savings Clause.*** The provisions of the 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 6. *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.

**Section 7. Effectiveness.** This Ordinance shall be effective after its third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Torrey Rush, Chair of County Council  
Richland County, South Carolina

(SEAL)

Attest this \_\_\_\_ date of \_\_\_\_\_.

\_\_\_\_\_  
Michelle Onley, Clerk to Council  
Richland County South Carolina

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

EXHIBIT A  
DESCRIPTION OF PINEVIEW PARK

EXHIBIT B  
FORM OF INFRASTRUCTURE IGA

EXHIBIT C  
FORM OF FOURTH AMENDMENT

**INTERGOVERNMENTAL AGREEMENT  
FOR PINEVIEW INDUSTRIAL PARK WATER AND SEWER INFRASTRUCTURE**

This **AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Columbia (hereinafter referred to as "City"), and the County of Richland (hereinafter referred to as the "County"), for the sole purpose of cost sharing for water and sewer infrastructure improvements ("Improvements") to the Pineview Industrial Park located in unincorporated Richland County ("Pineview").

**WHEREAS**, County and City are authorized by the constitution and general law of the State of South Carolina ("State") to enter into agreements with other governmental bodies; and,

**WHEREAS**, the City and the County have entered into an Intergovernmental Agreement dated May 26, 2015, wherein the County requested that the City provide water and sewer services to the property owners in Pineview; and

**WHEREAS**, the City provides residential and commercial water and sewer services to users inside and outside of the geographic boundaries of the City; and,

**WHEREAS**, it is understood and agreed between the parties hereto that providing water and sewer services to Pineview will require the installation of water and sewer infrastructure from current City lines to Pineview Industrial Park (the "Project"); and,

**WHEREAS**, the City anticipates that the cost of the Project will be \$3.5 million to \$4 million, \$2 million of which will be provided by a grant to Richland County from the South Carolina Department of Commerce (the "Commerce Grant"); and,

**WHEREAS**, the County has agreed to pay in advance the costs of the Project that exceed the amount of the Commerce Grant, which excess amount is estimated to be \$2 million ("County Expenditure"); and

**WHEREAS**, the City has agreed to reimburse the County for a portion of the County Expenditure of an amount not to exceed \$1.5 million ("City Commitment").

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The County shall cause to be performed all work relating to the design and construction of the Project. The County will provide to the City a copy of the successful bid for the Project upon County Council approval of the bid. Such design and construction shall comply with all applicable City, state and federal codes and, specifically, City design and construction guidelines for water and sewer infrastructure.
2. After three (3) months of the first new taxpayer commencing operations at a facility located in Pineview, or after eighteen (18) months of completion of the Project, whichever is earlier, the City will begin to make payments to the County to fulfill the City Commitment. The City Commitment shall be the lesser amount of the actual amount of the County Expenditure or \$1.5 million. The City Commitment shall be paid over a period of three (3) years in equal annual installments equal to one-third (1/3) of the City Commitment, unless otherwise and subsequently agreed upon by both parties.
3. This Agreement represents the entire agreement between the City and the County and

supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only a written instrument signed by both the City and the County may amend this Agreement.

Witness the parties' respective hands and seals on the date first written above.

CITY OF COLUMBIA, SOUTH CAROLINA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
City Manager

COUNTY OF RICHLAND

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
County Administrator

RECOMMENDED BY: \_\_\_\_\_ Director of Utilities and Engineering

RECOMMENDED BY: \_\_\_\_\_ Assistant City Manager for Operations

**FOURTH AMENDMENT TO MASTER AGREEMENT  
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

This Fourth Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Fourth Amendment”) is effective as of [ ].

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), Richland County, South Carolina (“County”) and Fairfield County, South Carolina (“Fairfield”) entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Agreement”) a copy of which is attached as Exhibit A;

WHEREAS, each capitalized term not defined in this Fourth Amendment has the meaning as provided in the Agreement and, if not provided in the Agreement, as provided in the Act;

WHEREAS, the County has previously adopted three amendments to Section 3.03(a), effective April 3, 2012, July 1, 2014, and September 8, 2015, each of which modified the internal distribution of the County’s Revenues;

WHEREAS, the County entered into an Intergovernmental Agreement with the City of Columbia, South Carolina (“City”), dated May 26, 2015 (“IGA”), in which the City agreed to furnish water and sewer services to Pineview Industrial Park (“Pineview”), which the County has previously designated as located within the geographical boundaries of the Park, without annexing Pineview into the City, in exchange for a portion of the Fee Payments generated by property located in the County;

WHEREAS, pursuant to the Act and Section 3.03(b) of the Agreement, the County wishes to further amend Section 3.03(a) to modify the internal distribution of the County’s Revenues to effectuate the IGA and further encourage the economic development of the County; and

WHEREAS, by Ordinance No. [ ], the County authorized the execution and delivery of this Amendment.

NOW, THEREFORE, the County amends the Agreement as follows:

Section 1. Amendment to Internal Distribution of Revenues. As authorized by the Act and Section 3.03(b) of the Agreement, the County amends the internal distribution of the County’s Revenues by amending Section 3.03(a) of the Agreement through the deletion of all of Section 3.03(a) following the sentence “Fairfield hereby elects to retain all of the Revenues from the Park” and inserting the following:

(i) For Revenues generated by properties located in Fairfield and received by Richland pursuant to Section 3.02(b), Richland shall deposit all of the Revenues into the “Richland County Industrial Park Fund” (“Fund”).

(ii) For Revenues generated by properties in Richland and located in the Pineview Industrial Park (“Pineview”), as more particularly described in the attached Exhibit B, and retained by Richland under Section 3.02, Richland shall (A) first, if the property is (X) located in the Park on or after January 15, 2009, and (Y) subject to a negotiated FILOT or a special source revenue credit incentive, deposit 3% of the Revenues into the Fund, (B) second, remit 10% of remaining Revenues

to the City of Columbia (“City”) as payment for providing water and sewer services to Pineview in accordance with the terms of the Intergovernmental Agreement between the City and the County dated May 26, 2015, and (C) third, distribute the remaining Revenues on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(ii) For Revenues generated by properties Richland and not located in Pineview and retained by Richland under Section 3.02, Richland shall (A) first, if the property is (X) located in the Park on or after January 15, 2009, and (Y) subject to a negotiated FILOT or a special source revenue credit incentive, deposit 3% of the Revenues into the Fund, (B) second, distribute the remaining Revenues on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

Section 2. Remainder of Agreement. Except as described in this Amendment’s Section 1, the Agreement remains unchanged and in full force.

Section 3. Execution. This Amendment may be executed, in original, by electronic means, or by facsimile, and is effective on delivery of the Amendment to Fairfield.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this 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 effective as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

---

Torrey Rush, Chairman, Richland County Council  
Richland County, South Carolina

(SEAL)  
ATTEST:

---

Michelle Onley, Clerk to Council  
Richland County Council

**EXHIBIT A**  
**MASTER AGREEMENT**



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Jerome M. Miller
Home Address: 1753 Woodford Rd. Columbia, S.C. 29209
Telephone: (home) 803 678 8124 (work) N/A
Office Address: N/A

Email Address: UCA11tyrone@aol.com
Educational Background: 15 yrs., Associates degree
Professional Background: Law Enforcement / Military Veterans USA

Male [X] Female [ ]
Age: 18-25 [ ] 26-50 [ ] Over 50 [X]

Name of Committee in which interested: Airport Commission
Reason for interest: Service to community + continued interest in maintaining a first class facility + equitable issuance of contracts.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Served on Homeowners Association board as President, overseen budget + negotiated service contracts. Served in the USA as Platoon Sergeant, served as Union Steward representing members.

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? NO

Recommended by Council Member(s):

Hours willing to commit each month: open

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: \_\_\_\_\_  
\_\_\_\_\_ N/A \_\_\_\_\_  
\_\_\_\_\_

George M. [Signature]  
Applicant's Signature

22 Nov. 16  
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.**

<b>Staff Use Only</b>	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: John D. Parrish  
Home Address: 369 Bookman Mill Road Irmo, SC 29063  
Telephone: (home) (803) 407-2191 (work) (803) 407-7475  
Office Address: 3547 Dreher Shoals Road Ste 4 Irmo, SC 29063  
Email Address: john@mastercleansc.com  
Educational Background: Sumter High, SC Army National Guard, SC Highway Patrol  
Professional Background: Founder & President MasterClean Janitorial, Contract Pilot  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Richland County Airport Commission  
Reason for interest: to help continue growth and interest in general aviation at our local airports. Assist others in improving facilities and/or operation at Hamilton Owens Field.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Professional Business leader, Problem Solver, Positive Attitude, Motivated, Very Familiar with P&L's/Balance Sheets/Budgets, Experienced Commercial Rated Pilot Based CUB.  
Presently serve on any County Committee, Board or Commission? No  
Any other information you wish to give? Airplane Owner Hangared at Owens Field  
Recommended by Council Member(s): Former Chairman Dennis Dabney 803.528.3300  
Hours willing to commit each month: As much as necessary.

**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: I'm an airplane owner/operator based at Owens Field and have rented a hangar for approx 15 years. I also volunteer and do charity flights for Angel Flight Southeast. Member of EAA 242 Based at Owens. Member Aircraft Owners & Pilots Assoc.

  
Applicant's Signature

11/25/16  
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	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: ROBERT G. DAVIDSON

Home Address: 1650 MILFORD RD, COLUMBIA SC 29206

Telephone: (home) 803 782-0035 (work) RETIRED

Office Address: \_\_\_\_\_

Email Address: Hd salem @ gmail . com

Educational Background: DAVIDSON COLLEGE BA, UNC (Chapel Hill) MBA

Professional Background: BANKING (WEALTH MANAGEMENT)

Male  Female

Age: 18-25  26-50  Over 50

Name of Committee in which interested: RIVERBANKS PARK COMMISSION

Reason for interest: PREVIOUSLY SERVED AS PRESIDENT OF RIVERBANKS SOCIETY BOARD, WANT TO CONTINUE TO SERVE RIVERBANKS

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

EDUCATION, ZOO BOARD EXPERIENCE, COMMUNITY ACTIVITIES, HISTORIC COLUMBIA, STATE MUSEUM, ARCHIVES HISTORY, USC

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? I FINANCIALY SUPPORT ZOO ACTIVITIES

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: WHATEVER IT TAKES

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. *I verify all information 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Robert Daniels*  
Applicant's Signature

November 28, 2016  
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.**

<b>Staff Use Only</b>	
Date Received: <u>11-28-16</u>	Received by: <u><i>[Signature]</i></u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

## Jane Davidson

---

**From:** Robert and Jane Davidson <jtdsalem@gmail.com>  
**Sent:** Sunday, November 27, 2016 2:16 PM  
**Subject:** Riverbanks Park Commission

Kim, thank you for alerting Satch Krantz last week about the "blank board application" for the Riverbanks Park Commission. He notified me just as we were going out of town for Thanksgiving and that is the reason my response has been somewhat scrambled to say the least. PLEASE be so kind as to share my thoughts, below, about the position with the Council.

My best reference for qualification for a position on the Riverbanks Park Commission are quotes from Satch Krantz:

"In all honesty, I cannot think of another individual who has more passion for Riverbanks than you. Likewise, I cannot think of another individual that positively impacted the Society's Board of Directors more than you." Satch Krantz, Executive Director, Riverbanks Zoo and Garden, 2012.

"Thanks to the inspiration of Bob Davidson, former president of the Riverbanks Society Board of Directors, the Riverbanks Field Conservation Associates Program was initiated in 2011. This internal competitive application process allows all areas to apply to participate in local/regional and international conservation projects," Riverbanks Zoo and Garden, Forty Wild Years, by Krantz and Jacobs, 2013.

I have always been inspired by Riverbanks Zoo and have tried to contribute to making it better and as a result making Columbia and South Carolina better. Formally that effort began in 2000 when I asked Satch if, as an old marketing director, I could come out and study the Zoo and write a paper on Motivation. He agreed and my conclusion is just as correct then as it is now: "Continue to do things first class! ...Be more visible with everybody, with every group, with every organization in South Carolina."

My education in liberal arts and finance along with marketing as a banker and as an adjunct instructor at USC should be a contributor to the Commission. I have worked with all of the current Commission officers which should insure easy communication. My charitable foundation service for Columbia and South Carolina -- Historic Columbia, State Museum, SC Archives and History and USC have provided wonderful experience too.

I would like to continue to be an asset for the Zoo and as a result the community.



Sent from my iPad=



+

**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: David Christian (Chris) Goodall

Home Address: 704 Spring Lake rd. Columbia, SC 29206

Telephone: (home) 803 803 528 7997 (work) same

Office Address: 14 Calendar Ct Columbia, SC 29206

Email Address:  
chris@goodallcompany.com

Educational Background: BA Wofford College Law degree- admitted to practice SC 1982

Professional Background: lawyer private practice 1982-1994, Chairman and CEO Continental American Insurance Co. 1994-2007, Vice Chairman and CEO AFLAC Group Insurance 2007-2016, President, Goodall Company 2016-present.

Male      Female      Age: 18-25      26-50      Over 50

Name of Committee in which interested: Riverbanks Zoo Commission

Reason for interest: Very passionate about Riverbanks Zoo and recognize its tremendous impact on Richland County and SC I am currently serving my second term as President of the Riverbanks Zoo Society Board. I would of course resign that position if selected for this Commission

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have an extensive legal and business background. I have served as CEO of large private and public companies. As a result of my background, I have substantial business experience and have developed strong management and financial skills. . As stated above, I have a real passion for our Zoo and have worked extensively with its director and staff. I have considerable board and commission experience including; Wofford College Board of Trustees, ETV Commission,

Providence Hospital, SC Housing Finance and Development Authority, USC Medical School  
Partnership Board, Central Carolina Community Foundation, and CAIC and AFLAC Group.

Presently serve on any County Committee, Board or Commission? no \_\_\_\_\_

Any other information you wish to give? Would provide complete Bio if needed \_\_\_\_\_

Recommended by Council Member(s): Honorable Greg Pearce \_\_\_\_\_

Hours willing to commit each month: whatever is necessary \_\_\_\_\_

### 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: \_\_\_\_\_

---

D. C. [Signature]      11/28/16  
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: 11-28-16

*[Signature]*



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant must reside in Richland County.**

Name: A. Dowl Knight

Home Address: 10 Carol Ct Ridgeway SC 29130 (my property taxes are pd to Richland County)

Telephone: (home) 803.714.0207 (work) 803.736.5500 x303

Office Address: 9357 Two Notch Rd., Ste 101, Columbia SC 29223

Email Address: dowl@dowlknightcpa.com

Educational Background: BS in Business Administration from College of Charleston  
Position filled Position filled

Professional Background (Must be one): CPA  Attorney  Business person

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: To become more involved in local government

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

(A resume is also requested.) I have owned & operated a CPA firm for 15 years. I have been exposed to many different types of businesses while serving my clients.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s), if any: No

Hours willing to commit each month: 10-15 hrs

**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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

### 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 board? Yes  No

If so, describe: I own a CPA firm located in Richland County. Whenever the board votes to increase fee rates, it has an effect on my business.

[Signature]  
Applicant's Signature

1/5/2016  
Date

For more information about the Business Service Center Appeals Board, please e-mail [bsc@rcgov.us](mailto:bsc@rcgov.us) or call 576-2287.

Applications are current for one year.

**Please return applications to:**  
Richland County  
Clerk of Council's Office  
Post Office Box 192  
Columbia, SC 29202

Staff Use Only	
Date Received: <u>1-5-16</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



## REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

### a) **Shop Road Widening Project: OET Service Agreement**

Included in your agenda you will Service agreement with Mead and Hunt, one of five contracted on-call engineering teams performing design services for the Transportation Program. This service agreement is to design the Shop Road Widening Project for \$1,697,021.07. In addition, it authorizes a contingency for \$141,398.50 which would bring the total authorization to \$1,838,419.57.

The Committee recommendation was for approval of this service agreement.

**Service Order**  
**For**  
**On Call Engineering Services Agreement**

SERVICE ORDER NO. M&H #3

Date: November 8, 2016

This Service Order No. M&H #3 is issued by Richland County, South Carolina (the “County”), to Mead and Hunt, Inc. (the “Consultant”) pursuant to that Agreement dated February 23, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

**I. Scope of Services.**

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

*See Exhibit A – Scope of Services & meeting minutes from fee negotiation dated 10-4-16*

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

*See Exhibit A – Scope of Services & meeting minutes from fee negotiation dated 10-4-16*

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: November 16, 2016
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Berry Still (*Principal-in-Charge*)
2. Raymond Hamilton (*Project Manager*)

**II. Insurance**

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

N/A

**III. Owner’s Responsibilities.**

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

N/A

**IV. Consultant’s Compensation.**

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum -</i>	<i>\$ 1,413,985.00</i>
<i>Approved Direct Expenses -</i>	<i>\$ 276,436.07</i>
<i>Cost Plus Fixed Fee (R/W Staking)<sup>1</sup> -</i>	<i><u>\$ 6,600.00</u></i>
	<i>\$ 1,697,021.07</i>

*Contingency – Not to Exceed \$ 141,398.50<sup>2</sup>*

<sup>1</sup> *Cost Plus Fixed Fee total calculated from labor breakdown as shown in task 3.04 from Mead & Hunt fee spreadsheet*

<sup>2</sup> *Requires approval from Richland County to authorize contingency*

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

**V. Additional Exhibits.**

The following exhibits and/or attachments are incorporated herein by reference thereto:

*See Exhibit A – Scope of Services & meeting minutes from fee negotiation dated 10-4-16*

**VI. Execution of Service Agreement**

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

**NOW, THEREFORE,** in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of \_\_\_\_\_, 2016.

**WITNESS:**

\_\_\_\_\_

**RICHLAND COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**MEAD & HUNT, INC.**

**WITNESS:**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES**

# ATTACHMENT "A" SCOPE OF SERVICES AND SCHEDULE SHOP ROAD (S-727) WIDENING

## Introduction

Mead and Hunt, Inc. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Shop Road (S-727) in Richland County, South Carolina. Shop Rd (S-727) is considered an Urban Minor Arterial by the South Carolina Department of Transportation (DEPARTMENT). The DEPARTMENT holds all public rights-of-way adjacent to the project corridor and assumes all maintenance responsibilities for those said rights-of-way. Some of the project area is also within the limits of the City of Columbia (CITY).

The project will consist of widening the existing roadway to five lanes between George Rogers Boulevard (S-15) and South Beltline Boulevard (SC 768) to include bicycle and pedestrian accommodations. Additional bicycle and pedestrian accommodations along George Rogers Blvd. / Assembly Street, outside of the roadway improvements, are also included in this scope of work.

The project is considered to be developed in two phases, as described below.

**Phase 1** – Bicycle and pedestrian accommodations along George Rogers Blvd / Assembly St, from the termini of the Shop Rd Widening project to approximately 1000 feet before the Blossom St intersection.

**Phase 2** – Shop Rd Widening from the intersection with George Rogers Blvd to South Beltline Boulevard.

**Project Location** - The project is located in Richland County with portions of the Shop Road Widening located in the City of Columbia.

**Existing Conditions** – Shop Rd is an existing 2-lane roadway that runs 0.45 miles from its intersection with George Rogers Blvd to just north of the The State newspaper where it transitions to a 3-lane section and runs for 0.58 miles to just north of Abbott Rd. From Abbott Rd, Shop Rd runs 0.73 miles as a 2-lane roadway to just north of the entrance to the The Village apartment complex. From this point, Shop Rd transitions to a 5-lane roadway and runs for 0.49 miles to South Beltline Blvd. Shop Rd then continues for another 0.60 miles as a 4-lane divided roadway to the I-77 ramp terminals.

Shop Rd is a shoulder section (with roadside ditches) with varying widths of earthen shoulder along this 2.85 mile stretch.

This section of Shop Rd runs through a very commercial district on the northern end of the roadway, then passes through Little Camden Community, then the Washington Park Community

and Norfolk Southern property, then over the Gills Creek Tributary 1, before passing by a large apartment complex and an industrial area prior to reaching South Beltline Boulevard. There are also two railroad crossings along this stretch of Shop Rd.

Just south of the Washington Park Community, Shop Rd passes over the Gills Creek Tributary 1 via a 72 inch pipe. FEMA maps indicate that this location does not overtop during a 100-year storm event.

**Proposed Project Scope (Roadway Widening) – Phase 2** – Right-of-Way through Final Construction plans will be developed to reflect the implementation of the widening of the existing Shop Rd (S-727) roadway to five lanes with bicycle and pedestrian accommodations.

- 40-45 mph design speed.
- 12-foot wide travel lanes.
- The addition of a two-way left turn lane along the length of the roadway. (*See Task 4 for specific median design requirements.*)
- The addition of bicycle and pedestrian accommodations along the length of the roadway.
- The extension / replacement of a 72 inch pipe just south of the Washington Park Community.
- Retaining walls to reduce environmental/right-of-way impacts, if necessary.
- Review vertical/horizontal and intersection alignments and design, and revise, if necessary, to meet design criteria.
- Within the area of the Little Camden Community, the plans should reflect a design to incorporate pedestrian refuge areas in the median of Shop Rd, from Abbott Rd to Bates St.
- Intersection improvements / redesign of Shop Road and George Rogers Boulevard; it is proposed to provide a T-intersection at this location with the Shop Road to George Rogers Blvd (toward Rosewood Drive) as the through movement.

**Additional Project Scope (Bicycle / Pedestrian Accommodations Studies) – Phase 1** –

Separate from the roadway widening scope, bicycle and pedestrian accommodations are proposed to be implemented along George Rogers Blvd. / Assembly St., from the roadway widening project termini to approximately 1,000 feet (two blocks) before the intersection with Blossom Street (just past the last railroad crossing before the Blossom Street intersection), to tie to the existing offset shared-use path along the southbound side of the road.

It is proposed to construct an offset, shared-use path (concrete) from Rosewood Dr to the termini approximately two blocks before Blossom St, along the southbound side of the roadway (*design not included in this scope of work*). Accommodations from the roadway widening project termini to Rosewood Dr are to be studied under this scope.

The CONSULTANT is to perform concept studies as outlined below;

Study No. 1: A concept study is to be conducted by the CONSULTANT to determine the feasible alternatives, and a recommendation, for providing bicycle and pedestrian accommodations from the roadway widening project termini at the Shop Rd / George Rogers Blvd intersection, to the intersection with Rosewood Dr. For this study, it is assumed that up to three (3) alternatives will be studied.

Study No. 2: A concept study to investigate the feasibility and cost comparisons for the inclusion of a pedestrian bridge (or raised structure) spanning the stream crossing (Rocky Branch) of Assembly Street, approximately 100 feet north of Flora Drive, along the southbound direction. The study should compare the pedestrian bridge against extending the existing culvert at this location.

Specifics of the concept studies can be found in Task 5.

**Summary of Anticipated Services** - An outline of the services anticipated for this project is shown below.

- Task 1 - Project Management
  - Task 2 - Environmental Services
  - Task 3 - Surveys and Mapping
  - Task 4 - Roadway Design
  - Task 5 - Bicycle / Pedestrian Accommodations Concept Studies – Phase 1
  - Task 6 - Pavement Marking and Signing Design
  - Task 7 - Traffic Signal Design
  - Task 8 - Transportation Management Plan
  - Task 9 - Stormwater Management / Hydraulic Design
  - Task 10 - Sediment & Erosion Control / NPDES Permitting
  - Task 11 - Geotechnical Investigations and Engineering Services
  - Task 12 - Roadway Structures Design and Plans
  - Task 13 - Subsurface Utilities Engineering (SUE)
  - Task 14 - Utility Coordination Assistance
  - Task 15 - Railroad Coordination
  - Task 16 - Construction Phase Services
-

## Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program as well. The COUNTY reserves the right to request QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

## Task 1

### PROJECT MANAGEMENT

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, DEPARTMENT, CITY and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume a 19 month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates. Assume a 24 month construction schedule which will impact the duration of invoicing for Construction Phase Services.
- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 19 month design schedule.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various municipal organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 26 project meetings (1 each month during the design services) and four (4) additional review coordination meetings with the DEPARTMENT, COUNTY and the CITY, as applicable. The CONSULTANT will be in attendance at these meetings and will prepare all necessary display materials, meeting agendas and minutes.

## **Task 2**

### **ENVIRONMENTAL SERVICES/PERMITTING**

The COUNTY will be responsible for the required coordination with Local, State and Federal agencies regarding environmental services to ensure the program is in compliance with appropriate environmental regulations to obtain a Wetlands Permit and Land Disturbance Permit. The CONSULTANT will provide specific documentation, including but not limited to project information, applications and drawings as necessary for acquisition of the required permits.

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the CONSULTANT shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

***Permits*** – The CONSULTANT will coordinate with the COUNTY and may attend coordination meetings with state and federal resource agencies and document all discussions and understandings that are reached.

The COUNTY will perform Jurisdictional Delineations and prepare the Jurisdictional Determination (JD) Request Package. The COUNTY will provide the CONSULTANT a copy of the JD package and the wetland boundaries on a surveyed map for use in preparing the permit documents. A digital wetland boundary file will also be provided.

If applicable, the CONSULTANT shall prepare the Joint Federal and State Permit Application Package in the format specified by the Charleston District Corps of Engineers. The CONSULTANT shall complete all forms, documentation, and drawings as directed by the COUNTY that are part of the permit application package. The COUNTY or DEPARTMENT will execute the application form as the applicant, and may designate the CONSULTANT as the agent in the processing of the permit application, if so desired. It is assumed that any permits would be authorized under the SCDOT General Permit and will be prepared according to current DEPARTMENT standards which include the following:

- Joint Federal and State Application Form
- Permit Drawings: Drawings depicting the proposed impacts to waters of the U.S. on the subject property. The CONSULTANT shall include the surveyed or measured boundaries of jurisdictional waters superimposed on the actual development/grading plans to establish the proposed jurisdictional impacts.
- Impact Assessment Form and Supplemental Information: The CONSULTANT shall include a completed Impact Assessment Form, which includes, but is not limited to the following:
  - Project Information
  - Proposed impacts to WOUS
  - Alternative Analysis
  - Avoidance & Minimization
  - Hydrology & Hydraulics
  - Section 106 of the National Historic Preservation Act
  - Threatened and Endangered Species.

Mitigation Plan: In accordance with regulatory requirements, the CONSULTANT will develop a conceptual mitigation plan and submit it as part of the application package. It is assumed that any mitigation needed for this project will be acquired from the proposed COUNTY Mitigation Site.

The CONSULTANT shall submit the completed permit application package to the COUNTY for final processing and negotiation with the agencies. The COUNTY will coordinate directly with the DEPARTMENT, USACE, SCDHEC and other federal, state and local regulatory personnel throughout the course of the permit application process, and coordinate the submission of any additional information as requested by the respective agencies in order to facilitate permit review and approval. The CONSULTANT may be asked to assist in the coordination effort, and will not coordinate with the agencies unless directed by the COUNTY.

### **Technical Reports**

Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new rights of way, the COUNTY shall complete the appropriate / applicable elements of a Phase I Environmental Site Assessment in accordance with procedures established by ASTM Designation E 1527-13, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. This approach complies with the Standards and Practices for All Appropriate Inquiries (AAI), Final Rule published in 40 CFR Part 312. A Phase 2 Site investigation will be conducted by the COUNTY for those sites recommended for additional study as stated in the Phase 1 ESA. The results / deliverable provided from the Phase 1 ESA and potential Phase 2 Site Investigations will be provided to the CONSULTANT.

**Public Coordination/Public Meeting** – The CONSULTANT, with input from the COUNTY, shall prepare any and all related public meeting materials, (deliverables would include displays, handouts, comment forms, sign-in sheets and summary). Then the CONSULTANT shall provide draft copies of all materials to be used in public meetings to the COUNTY for review a minimum of 10 business days prior to printing. The CONSULTANT

will also provide the COUNTY with PDF versions of the displays and handouts for the public information meeting one week prior to the meeting for posting on the COUNTY website.

The COUNTY may provide security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects as well as hard copies of all handouts, comment forms, sign-in sheets, etc. The COUNTY will also procure and bring all easels (for project display boards (provided by CONSULTANT, see below) and all other items not specifically mentioned below to be provided by CONSULTANT.

The public meeting is planned as an open-house style meeting. The COUNTY may conduct a brief formal presentation at some time during the public information meeting. The CONSULTANT shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project and its impacts in attendance. The CONSULTANT's role at this meeting is to discuss the project design and impacts with the public in attendance. The CONSULTANT will be responsible for bringing hard copies of the project displays (plan view, typical sections, overview boards, etc) as well as display boards (typical black, foam boards; "GATOR" board, or equivalent) to the meeting; assume three (3) copies of each display to be provided at the meeting.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Tuesday or Thursday at a venue near the project corridor or along the corridor. The COUNTY will be responsible for procuring the venue and determination of date and time.

### **Assumptions**

1. One (1) public information meeting will be scheduled prior to finalizing Right-of-Way plans.
2. SCDOT USACE General Permit. Mitigation costs, if necessary, are not included.
3. All permitting deliverables will be submitted to the COUNTY for final processing.
4. The COUNTY will conduct all agency coordination and permit negotiations; the COUNSULTANT may be asked to assist as necessary.

### **Deliverables**

1. Permit Determination Form
2. SCDOT USACE General Permit Application Package, including supplemental documentation.
3. Attendance at one (1) Public Meeting and preparation of all meeting materials.

## Task 3

### SURVEYS AND MAPPING

**Aerial Photography and Mapping** – The COUNTY will provide the CONSULTANT with Aerial Photography and Mapping for use during the environmental studies and preparation of the Roadway Plans. Mapping will be developed to the contour accuracy of 0.5 feet (1-foot contour interval). The aerial mapping will be prepared for use in plans developed to a horizontal scale of 1" = 20'.

Field annotation of aerial topography, supplementary topographic surveys, and verification of mapping accuracy will be performed by the CONSULTANT.

**Control Surveys** – The CONSULTANT will establish the Primary, Main and Secondary Survey Control Points to be used during the supplemental topographic surveys and the construction of this project. All surveys will be in accordance with SCDOT's *Pre-Construction Survey Manual* dated October 2012. The CONSULTANT will notify the COUNTY of any required temporary traffic control measures (e.g. shoulder/lane closures, etc.) within seven (7) days before such closure due to survey activities.

**Design Surveys** – Additional field surveys will be performed by the CONSULTANT as necessary during the design phases of the project. All surveys conducted should be adequate for the design, permitting and construction of the project.

The project aerial mapping does not cover the entire project area, specifically the additional bicycle / pedestrian improvements proposed, north of the Shop Road / George Rogers Boulevard intersection.

Supplemental field surveys will be conducted by the CONSULTANT to obtain all topographic and planimetric data within the project corridor. Supplemental surveys should be conducted along George Rogers Blvd. (from the termini of the aerial mapping) / Assembly Street to approximately 750 feet before the Blossom Street intersection to include 100 feet along each side road within the limits. The survey should include the entire roadway footprint (crown, edges of pavement, curb and gutter / sidewalk, etc) and extend approximately 50 feet on either side of the edges of pavement.

Field surveys will be performed by the CONSULTANT to establish existing rights-of-way and to locate frontal property boundary monumentation (along each side of the road) for developing property maps per the DEPARTMENT format.

Property-owner data will be obtained from county records (plat and deed research) for use in the property surveys and to incorporate property ownership data into the Right-of-Way Plans. The property monumentation and property-owner data will be used to develop a closed out property drawing.

Level runs between existing primary vertical control points will be performed to establish additional benchmarks to be referenced on the contract drawings.

Existing pavement will be cross-sectioned where necessary for incorporation into the aerial mapping surface model and periodic ground cross-sections will be performed for aerial mapping verification. Field surveys will also be used to supplement the aerial mapping surface model in areas which were obscured due to dense vegetation.

Survey data will be shown on Reference Data Sheets in the '5 series sheets' of the plans due to lack of room on the 1"=20' scale plan sheets.

The CONSULTANT will locate all drainage, stormwater and sanitary sewer structures within 100 ft. of the proposed roadway alignments. The pipe size, pipe type, structure type and invert / rim elevations shall be obtained.

The CONSULTANT will horizontally and vertically locate all potential outfall drainage ditches and streams. At these outfalls, cross sections will be obtained 400 feet upstream and downstream at 50-foot intervals, or as necessary to define the channel alignment, from the proposed roadway alignment. All cross sections will be extended from bank to bank of the existing channel plus 10 feet on either side.

The CONSULTANT will obtain field surveyed cross sections for use in the development of the hydraulic models necessary to study the FEMA Special Flood Hazard Areas on Shop Road and along Assembly Street approximately 100 feet north of Flora Drive (Rocky Branch crossing).

The CONSULTANT will stake and obtain boring elevations for all geotechnical borings performed on the project by the CONSULTANT.

The CONSULTANT will stake the proposed and present rights-of-way for approximately 20% of the total parcels to be affected, upon direction. Right-of-way staking will consist of placing 36-inch stakes (or paint in paved areas) at all proposed right-of-way breaks, sight triangles and spaced at 100-foot intervals in tangents and 50-foot intervals in curves. These stakes shall be placed after Final Right-of-Way Plans have been developed and only after the Project Manager contacts the CONSULTANT when a property owner requests the right-of-way to be staked.

All right-of-way staking services will be separate from the lump sum amount for Task 3 and will be invoiced on a cost plus, fixed not to exceed amount, only when authorized by the COUNTY. The CONSULTANT should assume multiple trips as the staking may involve one or several parcels.

The CONSULTANT will notify the COUNTY's designated Project Manager prior to performing any work on site. The CONSULTANT will not be responsible for obtaining permissions from property owners for surveys outside of the existing Right-of-Way.

## Task 4

### ROADWAY DESIGN

#### **Preliminary Roadway Design and Plans**

The COUNTY will provide the CONSULTANT approved Design Criteria, Project Concept Report, and Preliminary Roadway Plans as well as any review comments.

**Design Criteria** – Approved Design Criteria will be provided to the CONSULTANT by the COUNTY. The design criteria was developed by the COUNTY for the project in accordance with the DEPARTMENT’s *Highway Design Manual 2003, Road Design Plan Preparation Guide-2000, Standard Drawings for Road Construction*, and all applicable American Association of State Highway Transportation Officials (AASHTO) publications. Any exceptions and/or deviations from established design guides and standards will be identified. The CONSULTANT will notify the COUNTY of any exceptions and/or deviations from the Design Criteria as soon as identified.

**Project Concept Report** – The COUNTY will provide the CONSULTANT the Project Concept Report. The report was developed based on conceptual design and includes project schedule, project cost estimate, approved design criteria, typical sections, project layout based on mapping, existing conditions and proposed alignment, and any proposed enhancement items.

**Traffic Study & Analysis** – An operational benefit analysis of the proposed continuous two-way left turn lane and an access management study of the project was performed by the COUNTY. The traffic study also evaluated capacity (intersection & segmental) and levels of service throughout the corridor to include turn lane queue evaluation and design storage requirements. The COUNTY will provide the study to the CONSULTANT.

**Preliminary Roadway Plans** – The COUNTY will provide the CONSULTANT Preliminary Roadway Plans that have been developed to the level of detail of approximately 30% Complete Construction Plans based on aerial mapping. A CD containing PDF’s and CADD files for the Preliminary Plans will be provided. The Preliminary Plans reflect proposed design improvements from the Shop Road / George Rogers Boulevard intersection redesign to the end terminus at S. Beltline Blvd. The Preliminary Plans do not incorporate the additional bicycle / pedestrian improvements as described in the project summary. The CONSULTANT should not assume that the design illustrated in the preliminary plans is the final design for construction.

**Design Verification and Refinement** – Utilizing the approved design criteria, preliminary roadway plans, field surveys and site visits, the CONSULTANT will verify the preliminary design. Utilizing comments received to date (as shown in COUNTY / SCDOT comment review matrices) as well as any additional field information including information obtained during the SUE phase of the project, the CONSULTANT will refine the horizontal and vertical design for the project.

The design shown in the preliminary plans proposes alignment relocation for Shop Rd in order to minimize specific impacts, per the base typical section shown. The CONSULTANT should evaluate the design illustrated in the preliminary plans and propose any potential design modifications to the typical section and / or horizontal / vertical designs (within approved design criteria requirements and SCDOT & AASHTO standards) in order to provide the most cost-effective solutions for the project corridor. The CONSULTANT shall present any proposed modifications to the COUNTY for approval prior to implementing the design change in subsequent plan submittals. The CONSULTANT shall implement median widening, between Abbott Rd. and Bates St. (within the Little Camden community) for the inclusion of pedestrian refuge areas at intersections. The CONSULTANT shall evaluate roadway widening and any necessary alignment shifts in order to implement this design while reducing / minimizing adjacent property impacts.

## **Right-of-Way Plans**

Utilizing the Preliminary Roadway Plans design and Concept Report, the CONSULTANT will prepare Final Right-of-Way Plans according to standard DEPARTMENT criteria and format. Plans will be developed to the level of detail of approximately 70% Complete Construction Plans. New right-of-way will be annotated by the station and offset methodology in accordance with standard DEPARTMENT policy and procedures. Right of Way through Construction Plans will be developed at 1"=20' scale (horizontal) with all cross-sections developed at 50 foot intervals.

**Right-of-Way Plans** – Right-of-Way Plans will be developed in accordance with the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010, with the following exceptions:

- Moving Items will only be shown on the Moving Items Sheet.
- The owner's name and any needed permissions will not be shown on the Plan Sheets. The only property information shown on the plan sheets will be the Tract Number.

The CONSULTANT will incorporate information obtained during the SUE phase of the project.

The CONSULTANT will provide curb grades for the project as necessary for drainage design and to facilitate construction.

The CONSULTANT will establish horizontal and vertical alignments along with cross sections as needed in order to study the re-connection of driveways to the widened roadways. This design data will be shown in the plans in order to convey the extent/impact of the re-configuration of driveways necessary to provide access to the property. Driveways that are level with the widened roadway will not have a horizontal or vertical alignment set, but will be handled by only showing their connection in the roadway cross section and plan view based on the roadway cross section.

The CONSULTANT will attend the Right-of-Way Plans Design Field Review with the COUNTY to review the project design in the field. The CONSULTANT will prepare meeting minutes / summary of discussions from the design field review. The design field review will be scheduled approximately 2 weeks after submittal of the preliminary right-of-way plans to SCDOT (COUNTY to coordinate field review).

The CONSULTANT will be responsible for providing a preliminary list of moving and demolition items to the COUNTY for use by the right-of-way agent. This information shall be shown on the Moving Items / Demo Items sheet and shown with the preliminary right of way plans. The COUNTY will provide a final list of moving and demolition items to be shown in the construction plans.

A set of preliminary Right-of-Way Plans will be submitted to the COUNTY for review and comment. Following the review of the preliminary Right-of-Way Plans, the CONSULTANT will submit final Right-of-Way Plans for review and approval. As applicable, the final Right-of-Way plans will address comments on the preliminary Right-of-Way plans. Following review, comment and approval of each of the plan submittals (preliminary R/W and final R/W), the COUNTY shall provide the plans to the DEPARTMENT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per DEPARTMENT reviews. Right-of-way plans as prepared by the CONSULTANT shall be developed to the level of detail necessary of 70% plans and per typical SCDOT plan requirements. The CONSULTANT shall also be responsible for providing responses to all COUNTY and DEPARTMENT comments documented within typical comment matrices.

Electronic media receivables for Right-of-Way Plans will be provided on CD and will include the information outlined in the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will provide final right-of-way CADD files to the COUNTY for the preparation of the right-of-way exhibits.

During the course of completing the final plans for construction, should changes be necessary which will affect right-of-way; these revisions will be promptly made, documented as revisions on plans, and identified to those implementing right-of-way appraisal and acquisition. The CONSULTANT will provide updated CADD files to the COUNTY to update the right-of-way exhibits.

The CONSULTANT should assume 30% of the tracts shown with new rights-of-way on the final right-of-way plans to require right-of-way revisions. The CONSULTANT shall submit plan changes due to right-of-way revisions per the following schedule (necessary sheets only);

- One (1) full-size
- Eight (8) half-size

The CONSULTANT will develop and provide to the COUNTY an updated cost estimate for the project, to be submitted with the final right-of-way plans.

## **Final Roadway Design and Plans**

**Roadway Construction Plans** – The construction plans will be a continuation of Right-of-Way Plans. Original Right-of-Way Plans will be retained by the CONSULTANT after appropriate COUNTY reviews and signatures and then developed into construction plans.

Plan and profile sheets will show information necessary to permit construction stakeout and to indicate and delineate details necessary for construction.

Construction plans shall incorporate all items presented in the Roadway Construction Plans section of the DEPARTMENT's *Road Design Reference Material For Consultant Prepared Plans* dated June 2010.

The CONSULTANT will attend the Final Roadway Plans Design Field Review with the COUNTY to review the project design in the field. The CONSULTANT will prepare meeting minutes / summary of discussions from the design field review. The final design field review will be scheduled approximately 2 weeks after submittal of the preliminary construction plans (COUNTY to coordinate field review).

A set of Preliminary Construction Plans (assumed 95% complete) will be submitted to the COUNTY for review and comment prior to final plan delivery. Following review of the preliminary construction plans, the CONSULTANT shall finalize the plans and submit the Final Construction plans (signed and sealed by a Professional Engineer licensed in the state of South Carolina). As applicable, the final construction plans will address comments on the preliminary construction plans. Following review, comment and approval of each of the plan submittals (preliminary const and final const), the COUNTY shall provide the plans to the DEPARTMENT for their review, comment and/or concurrence. The CONSULTANT will be responsible for updating all plan deliverables, as applicable and as necessary, per DEPARTMENT reviews. The CONSULTANT shall also be responsible for providing responses to all COUNTY and DEPARTMENT comments documented within typical comment matrices.

The Preliminary Construction cost estimate will be updated by the CONSULTANT and submitted with the Preliminary Construction Plans for use by the COUNTY.

On or before the contract completion date, the CONSULTANT will deliver to the COUNTY one complete set of Final Construction Plans, an Engineer's Estimate, and "Project Specific" Special Provisions. See Project Special Provisions and Engineer's Estimate for the description of the Engineer's Estimate and "Project Specific" Special Provisions.

**Project Special Provisions and Engineer's Estimate** – The CONSULTANT will prepare all "Project Specific" Special Provisions and include them in the format compatible with the DEPARTMENT Construction Administration Section. The CONSULTANT will work

closely with COUNTY personnel in the COUNTY'S development of the construction document package.

Also, utilizing recent bid data from similar projects in the area, the CONSULTANT will prepare an Engineer's Estimate for construction of this project. The estimates will be based on the final summary of quantities and will be used in the final bid analysis and award.

The CONSULTANT will provide one full size (22"x36") and two half size sets at each review stage.

For this task and all other tasks contained in this scope, the CONSULTANT will utilize the DEPARTMENT standard drawings, specifications, and design manuals that are current as of the first issuance of the task order scope by the COUNTY to the CONSULTANT.

## **Task 5**

### **BICYCLE / PEDESTRIAN ACCOMMODATIONS CONCEPT STUDIES – PHASE 1**

Study No. 1: A concept study is to be conducted by the CONSULTANT to determine the feasible alternatives, and a recommendation, for providing bicycle and pedestrian accommodations from the roadway widening project termini at the Shop Rd / George Rogers Blvd intersection, to the intersection with Rosewood Dr. For this study, it is assumed that up to three (3) alternatives will be studied.

The CONSULTANT shall investigate the feasible alternatives and associated impacts (construction limits, needed rights-of-way, specific impacts to adjacent development(s), utility impacts, structural / geotechnical components, etc) specific to each alternative. The concept study should be submitted in a memorandum-type format describing the alternatives and specific impacts while also including plan view drawings (roll plots) and cross-sections illustrating the alternatives and impacts. The study shall also state a recommended alternative for accommodations in this corridor.

Study No. 2: A concept study to investigate the feasibility and cost comparisons for the inclusion of a pedestrian bridge (or raised structure) spanning the stream crossing (Rocky Branch) of Assembly Street, approximately 100 feet north of Flora Drive, along the southbound direction. The study should compare the pedestrian bridge against extending the existing culvert at this location.

The feasibility and cost comparison study should be submitted in a memorandum-type format with any necessary drawings / figures. The feasibility study should include a brief narrative of potential raised structure options (material, horizontal / vertical designs, etc), permitting

requirements, special design and data requirements (any additional geotech needed, etc), necessary rights-of-way and any potential impacts. The cost comparisons should provide line item break downs of big-ticket items between a raised structure and an offset shared-use path. The CONSULTANT should assume, as necessary, any special construction items that may be needed in order to properly implement either of the designs (ie, shoring walls, etc).

The CONSULTANT should note any and all assumptions made in the feasibility and cost comparisons studies.

Upon completion of the concept studies, a contract amendment will be develop to implement the design of the Phase 1 bicycle and pedestrian accommodations from the Shop Rd Widening termini to just before Blossom St and described in the project summary.

## **Task 6**

### **PAVEMENT MARKING AND SIGNING**

Final pavement marking/signing plans will be prepared at a scale of 1"=50' unless otherwise agreed upon. The plans will consist of an itemized listing of estimated quantities; typicals for installation (DEPARTMENT typicals may be used where applicable), details showing lane lines, edge lines, stop bars, symbol and word messages and other appropriate markings and sign designation numbers and locations. The plans will include dimensions sufficient for field layout. The *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition* and DEPARTMENT details will be incorporated into the plans.

## **Task 7**

### **TRAFFIC SIGNAL DESIGN**

The CONSULTANT shall modify the existing traffic signal plans to accommodate necessary signal timing and pedestrian signals and appurtenances and new signal poles (where necessary). The CONSULTANT shall prepare traffic signal design and plans at a scale of 1"=30' as required for the project. Traffic signal plans shall conform to the *Manual on Uniform Traffic Control Devices (MUTCD): 2009 Edition*, City of Columbia and DEPARTMENT Standard Drawings, SCDOT Traffic Signal Design Guidelines: 2009 edition and SCDOT's latest Traffic Signal Memos. Pedestrian signal features such as pedestrian signal poles, pedestrian signal heads, push-buttons, signs etc. shall be included as per current SCDOT Traffic Signal Design Guidelines. The plans shall also include pedestrian signal timing parameters. The CONSULTANT shall prepare Special Provisions for Traffic Signal Installation based on current DEPARTMENT guidelines.

Traffic Signal plans shall be prepared for the following signalized intersections:

- Shop Rd at George Rogers Blvd.– full re-build
- Shop Rd at South Beltline Blvd. – signal modifications

The COUNTY will provide existing signal timing and plans, as available from the DEPARTMENT or City of Columbia.

Traffic signal designs (as required, per signal location) will be coordinated with the CITY. The COUNTY will coordinate these design aspects as the CITY provides timing and phasing modifications for some of the signals at the proposed signal locations under this scope of services. The CONSULTANT will be responsible for addressing any comments from the DEPARTMENT and/or CITY pertinent to any traffic signal design reviews.

For this scope of work, no services specific to interconnection of signals is not included. This work is assumed to be conducted by the CITY. Should these services ultimately be required, a contract modification will be negotiated.

## Task 8

### **TRANSPORTATION MANAGEMENT PLAN**

**Work Zone Traffic Control Plans** – The design and preparation of one set of Work Zone Traffic Control plans will be accomplished for the roadway project. The plans will include a description of the sequential steps to be followed in implementing the plans, and will be developed at a scale of 1"= 50', unless otherwise agreed upon. The traffic control plans will include lane closures, traffic control devices, temporary lane markings, and construction signing and sequencing notes. The plans will identify lane widths, transition taper widths, and any geometry necessary to define temporary roadway alignments. Also, the plans will address the type of surface to be used for all temporary roadways. Standard traffic control details will be incorporated into the plans for most work activities, but detailed staging plans will be required where impacts upon the normal traffic flow are significant.

Conceptual traffic control plans will be submitted with the right-of-way plans. Preliminary traffic control plans will be submitted in conjunction with the 95% complete roadway plans, and the final signed and sealed traffic control plans along with quantities will be submitted with the final roadway construction plans.

The Shop Road Widening project should be assumed an “*Intermediate*” project per the DEPARTMENT’s *Rule on Work Zone Safety and Mobility*.

**Transportation Operations Plan** – The CONSULTANT will prepare a Transportation Operations Plan which will address the traffic operations within the work zone impact area and strategies for minimizing the impact to traffic operations. Some of the Work Zone Management

Strategies for use in the Transportation Operations Plan can be found in Table 5B of the DEPARTMENT's *Rule on Work Zone Safety and Mobility*.

**Public Information Plan** – The CONSULTANT will develop a Public Information Plan in conjunction with the COUNTY which will contain strategies for providing information to the public and other impacted entities. Some Public Information strategies which may be used in the development of the Public Information Plan can be found in Table 5C of the DEPARTMENT's *Rule on Work Zone Safety and Mobility*.

## Task 9

### **STORMWATER MANAGEMENT/HYDRAULIC DESIGN**

The COUNTY conducted preliminary roadway drainage design, stormwater management, and hydraulic design. The task included drainage field reviews/data acquisition, development of drainage design criteria, preliminary major cross-line studies (major cross-lines are designated as cross-line structures including and larger than 48" pipes), preliminary outfall studies, and preliminary studies for FEMA floodplains and jurisdictional stream crossings, if applicable, and preparation of a Preliminary Drainage Summary Report. The COUNTY will provide the CONSULTANT the Preliminary Drainage Summary Report. Detailed ditch design and closed-system stormwater design was not included in the previous scope of work. Additionally, field surveys of drainage structures / cross-lines, etc. were not performed as part of the previous scope of work.

The CONSULTANT will perform the Stormwater Management and Hydraulic Design for the project based on SCDOT Design Guidelines. Design procedures specified by the South Carolina Department of Health and Environmental Control as well as the City of Columbia and Richland County will be incorporated as needed. Any conflicts in design criteria for the review agencies will be evaluated with the COUNTY to determine the appropriate design procedure for the project. This task includes inspection of the existing drainage structures, roadway drainage, and hydraulic impact studies for the FEMA floodplain crossings.

**Roadway Drainage** - The roadway drainage design for the project will be completed utilizing design procedures that comply with stormwater management and sediment and erosion control regulations and the NPDES general permit. All drainage calculations will be performed with methods suggested in the DEPARTMENT's *Requirements for Hydraulic Design Studies* dated May 26, 2009 and be made available to the COUNTY for approval.

The CONSULTANT will perform a field review of the project and a visual inspection of the existing drainage systems within the project area. The inspections performed will not include any material testing or structural analysis. The CONSULTANT will document any irregularities in the existing drainage system and provide the data to the COUNTY. If needed, the CONSULTANT will meet with the COUNTY in the field to review and discuss the condition of the existing drainage system prior to reuse in the proposed design. If additional testing or

inspection (video pipe inspection) is recommended, the CONSULTANT will prepare the recommendation and submit to the COUNTY for submittal to the DEPARTMENT.

Roadway drainage design for the project is dictated by the project horizontal and vertical geometry. The design will be terminated at available existing outfall locations or at new locations that will be constructed as a part of the project. Drainage areas will be defined from the existing topography as determined from available mapping and field survey. Design year storms will be established in conjunction with DEPARTMENT guidelines for on-site and off-site runoff. For the design year storm, rainfall intensities appropriate for the project area will be determined and the runoff will be calculated for each drainage area. For each contributing sub-area, a structure will be identified to accept the runoff (inlet, cross-pipe, ditch, etc.). Based on accumulation of runoff, appropriate pipe sizes will be chosen to convey the runoff to the outfall. As part of the project design, alternate pipe designs will be developed as per DEPARTMENT Engineering Directive Memorandum No. 24.

The hydrologic analysis of each watershed will be performed with the appropriate method for the Sandhills physiographic region. Pre- and post-construction peak discharges will be computed at each outfall. Outfalls will be evaluated in accordance with DEPARTMENT and NPDES regulations. If required to control stormwater quality or quantity, water quality or detention basins will be added using a hydraulic routing method. Energy dissipaters may also be utilized based on HEC-14 procedures. Outfall channel protective measures will be based on design methods in HEC-15 and/or HEC-11.

Roadway cross-lines will be designed and analyzed according to the principles given in FHWA's Hydraulic Design Series No. 5. Cross-line pipes will be sized based on DEPARTMENT criteria and possible backwater effects. To reduce backwater, multiple pipes or multiple barrel culverts may be used in lieu of a single structure. Closed storm sewer systems will be analyzed with GEOPAK Drainage or XP-SWMM. Roadway inlets will be located based on FHWA's Urban Drainage Design Manual HEC-22. Any roadway ditches will be sized with Manning's equation, and designed using HEC-15 methodologies.

The storm sewer design for the project will be performed to minimize impacts to existing utilities if possible. Existing utility data will be obtained by the COUNTY from the utility owners within the project area. The CONSULTANT will utilize this data as part of the design for the storm sewer systems. The CONSULTANT will adjust pipe locations and inverts if possible. If conflicts cannot be avoided, the CONSULTANT will evaluate the use of utility conflict boxes or other devices to minimize the need for utility relocations. The CONSULTANT and the COUNTY acknowledge not all utility relocations can be avoided.

The CONSULTANT will evaluate the potential impacts from the project on water quality. If dictated by project permitting, the CONSULTANT will utilize water quality best management practices to provide treatment to pavement runoff prior to entering environmentally sensitive areas.

The location of the storm drainage systems will be shown on the roadway plan sheets or replicated drainage sheets. Additional plan information will include pipe and drainage structure

size, location, type and elevation. A Stormwater Management Design Report will be prepared for the project based on SCDOT guidelines and will include a project description, drainage approach and methodology, design calculations, soils descriptions, and location maps.

***Hydraulic Analysis*** – The proposed improvements along Shop Road will likely impact the FEMA-defined Special Flood Hazard Areas associated with Gills Creek Tributary G-1 (Shop Rd crossing). The project will include a detailed hydraulic study to evaluate the existing and proposed hydraulic structures. The hydraulic study will be completed according to local, DEPARTMENT, SCDNR, and Federal Emergency Management Agency (FEMA) regulations.

The existing hydraulic structure under Shop Road along Gills Creek Tributary G-1 approximately 1200ft east of the intersection of Shop Rd and Aster St is a single 72” R.C. pipe crossing. The stream crossings within the project corridor are designated Zone AE Special Flood Hazard Areas. The Zone AE designation indicates a detailed hydraulic model has been developed for the streams. The effective FEMA FIRM map (Shop Rd) shows a curved alignment for Shop Rd within the area of the hydraulic crossing, the preliminary FEMA FIRM map of the same area shows the alignment as exists today (preliminary has not become the effective map, to date). The CONSULTANT will obtain and verify all existing hydraulic data and use the existing models as the basis of the studies. The COUNTY will provide the CONSULTANT with the base model for the FEMA crossing along Shop Road. The existing models will be updated to reflect field survey data of the project areas. The existing hydraulic models will be utilized to evaluate the potential impacts of extending the culvert along Gill Creek Tributary G-1. If necessary, the existing hydraulic models will be utilized to evaluate potential replacement structures as well. The proposed conditions models will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions. The Hydraulic Design and Risk Assessment will include existing and proposed hydraulic models, hydrological analysis, velocity conditions in the vicinity of the crossing, and any recommendations with regard to stabilization of the waterway. The proposed project may impact the existing FEMA study and, therefore, a Conditional Letter of Map Revision (CLOMR) may be required. If the hydraulic modeling indicated the water surface elevations will not be impacted based on the proposed design, a No-Impact Certification will be completed. If required, the CONSULTANT will prepare all necessary documentation and studies for the CLOMR and provide to the COUNTY for approval. The CONSULTANT will also coordinate with the Floodplain Coordinator and FEMA as needed during the preparation of the CLOMR or No-Impact Certification and during the submittal process. For the purposes of this scope assume that a CLOMR will NOT be required.

In addition to the hydraulic studies for the FEMA floodplain impact areas, the CONSULTANT will also prepare any hydraulic studies required by the United States Army Corps of Engineers as part of the environmental permit. The hydraulic studies will be based on DEPARTMENT requirements and will include an evaluation of the impacts from the proposed construction.

## Task 10

### **SEDIMENT AND EROSION CONTROL/NPDES PERMITTING**

***Sediment and Erosion Control*** – The project will include the development of Sediment and Erosion Control Plans as well as the preparation of Supporting Documentation for the Land Disturbance Permit Application.

The erosion control plans will be prepared on replications of the roadway plan sheets at a scale of 1"=50', unless otherwise agreed upon. The erosion control plans will reflect a proposed design for minimizing erosion and off-site sedimentation during construction. The erosion and sediment control design will include the temporary placement of sediment ponds, sediment dams, silt basins, inlet structure filters, sediment tubes, silt ditches, and diversion dikes at specific locations along the project. The plans will reference the DEPARTMENT's Standard Drawings for Roadway Construction to assist the contractor with the construction of these items. The plans will also identify the need to maintain, clean, and relocate these erosion control measures as the project progresses and address the removal of temporary erosion control devices following construction. The placement of erosion control measures outside proposed right-of-way through the use of temporary easements will be investigated as a possibility if they will not fit within proposed right-of-way. Quantities for erosion and sediment control items will be calculated based on DEPARTMENT typical drawings. Any required erosion control computations will be completed with approved methods and submitted to the COUNTY.

***NPDES Permitting*** – The project will require the acquisition of a National Pollutant Discharge Elimination System (NPDES) permit for construction activities. The NPDES permit is required by the South Carolina Department of Health and Environmental Control (SCDHEC) for all land disturbing activities in South Carolina.

The CONSULTANT will assist the COUNTY with the development of the NPDES permit application as well as with the submission of any required supporting data. The Stormwater Management Report for the project will contain all supporting data developed by the CONSULTANT for the project. The CONSULTANT will provide additional calculations and make revisions to the construction plans as required by the permit reviewer. This scope of services does not include redesign of any elements of the roadway design as a result of comments from the NPDES permit reviewer. Any required revisions would be completed under a separate contract modification.

## Task 11

### **GEOTECHNICAL EXPLORATIONS AND ENGINEERING SERVICES**

***General*** – The CONSULTANT will perform a preliminary and final geotechnical exploration for embankments, new slopes and/or retaining walls, culvert extension and/ or culvert replacement, multi-use path, and shoulder widening. The CONSULTANT will gather samples, conduct tests, and analyze necessary soil and foundation data for embankments, new slopes

and/or retaining walls, culvert extensions, and/or culvert replacement. The results of the sampling, testing, analysis, and recommendations concerning the design will be compiled into preliminary & final reports for submittal to the COUNTY. The following design standards will apply:

- 2007 SCDOT Standard Specifications for Highway Construction
- SCDOT Standard Supplemental Specifications and Special Provisions
- 2010 SCDOT Geotechnical Design Manual (GDM), Version 1.1

**Field Exploration (Preliminary Subsurface Exploration)** – Prior to beginning the preliminary subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT will comply with published DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTMENT right-of-way.

Preliminary boring locations will be located along or adjacent to the proposed alignments of the roadway, shoulder widening, multi-use path, new slopes, retaining walls, cross-line pipes, culvert extensions, and/or culvert replacement within the DEPARTMENT's right-of-way and/or outside the DEPARTMENT's right-of-way. The preliminary boring locations will complement the final boring locations. Boring locations in the final exploration may occur outside and/or inside DEPARTMENT right-of-way. The CONSULTANT shall be responsible for providing notification to utility owners prior to geotechnical field work in order to obtain clearance of utilities and marking of utility lines and services. A request for utility marking will be made to the Statewide Utility One-call Service (PUPS) at least 3-days prior to field work. The CONSULTANT will mark utilities that are not marked by PUPS as part of Task 13. Information obtained in Task 13 will be shared with geotechnical staff prior to field exploration work. Proposed boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed preliminary subsurface exploration plans including the anticipated final boring locations to the COUNTY prior to initiation of field work for review and acceptance. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The preliminary subsurface exploration plan will include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests
- Location of tests

### **Embankments, New Slopes and/or Retaining Walls, Culvert Extensions, and/or Culvert Replacement – Subsurface Exploration**

- Roadway soil test borings will be performed in general accordance with the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that cut and fill sections will be five (5) feet or less for the majority of the roadway improvements.

However, there is at least one (1) section that will likely have fills in excess of 5 feet and/or retaining walls in order to accomplish the widening and/or installation of pedestrian and bicycle accommodations.

- Twenty (20) roadway embankment soil test borings (hand auger borings with dynamic cone penetrometers or Standard Penetration Test (SPT) borings) will be performed up to a depth of 10 feet, auger refusal, or hole collapse (whichever occurs first) inside and outside the DEPARTMENT right-of-way. Preliminary soil test borings will be spaced approximately 1,000 feet along the roadway, shoulder widening and multi-use path.
- Two (2) embankment/retaining wall test soundings (Cone Penetration Test Soundings) will be performed up to a depth of 80 feet or cone refusal (whichever occurs first) inside the DEPARTMENT right-of-way.
- Two (2) bulk samples will be obtained for laboratory testing to be used as part of new slope/retaining wall analysis.
- At this time the quantity, location, length and height of the proposed embankment expansion/retaining walls is generally defined, but retaining walls may be needed due to right-of-way acquisition costs. The CONSULTANT has assumed that retaining walls may be required in two (2) locations on either side slope at the existing 72-inch culvert.
- One (1) SPT boring is proposed for culvert extensions or 72-inch culvert replacement. The boring will be extended to a depth of 60 feet or auger refusal, whichever is shallower. Two (2) hand auger borings are also proposed in the channel on each end of the culvert in case culvert extensions are utilized. These borings may be inside or outside the DEPARTMENT's right-of-way. Clearing will likely be needed for access.
- Multi-Channel Analysis of Shear Waves (MASW) will be performed at the 72-inch culvert crossing for seismic analysis in the event that retaining walls are utilized.
- Twenty-four hour water measurements will be made in hand auger borings.

Bore holes will be backfilled with auger cuttings. Cores holes in the pavement needed for boring access will be backfilled with cold-patch asphalt.

### **Other Field Testing Items**

- Traffic control will be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that 5 days of lane closures and 5 days of shoulder closures will be necessary to safely access the boring locations.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 4.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings, drill rig and cone rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM D2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

It is anticipated that a progress meeting (1 meeting) will be held with the COUNTY during the execution of the preliminary field exploration.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing for the preliminary exploration will be the following:

- 35 Natural Moisture Content Tests
- 35 Grain Size Distributions with wash No. 200 Sieve
- 35 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 2 Remolded Tri-axial Shear Tests (CU) or Direct Shear Tests depending on soil classification
- 2 Standard Proctor Tests.

**Preliminary Roadway Geotechnical Engineering Report** – The Preliminary Roadway Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the preliminary geotechnical subsurface exploration in accordance with the GDM Chapter 7. The preliminary geotechnical engineering report shall be written in general accordance with the GDM Chapter 21. The preliminary report will be signed and sealed by a registered SC Professional Engineer. The report will be submitted at least 7-days prior to the submittal of preliminary right-of-way plans.

**Field Exploration (Final Subsurface Exploration)** – Prior to beginning the final subsurface field exploration, the CONSULTANT will notify the COUNTY seven (7) days in advance so the COUNTY can coordinate with the DEPARTMENT. The CONSULTANT will comply with published DEPARTMENT lane closure restrictions. CONSULTANT has assumed that COUNTY will obtain permission from property owners for CONSULTANT to perform borings outside of the DEPARTMENT right-of-way

CONSULTANT will request an updated PUPS ticket prior to starting field work for the final exploration.

Final boring locations will be determined by the CONSULTANT. The CONSULTANT will provide copies of the proposed final subsurface exploration plans to the COUNTY prior to initiation of field work for review and acceptance. The testing locations will be coordinated with the preliminary exploration to avoid testing in the same location. See Chapter 4 of the SCDOT GDM for subsurface exploration guidelines. The final subsurface exploration plan is to include, as a minimum, the following:

- Description of the soil or rock stratification anticipated
- Description of the proposed testing types
- Depth of tests

- Location of tests

### **Embankments, New Slopes and/or Retaining Walls, Culvert Extensions, and/or Culvert Replacement – Subsurface Exploration**

- CONSULTANT will have determined location and extent of new retaining walls prior to field work for the final geotechnical exploration.
- CONSULTANT will also have determined if the 72-inch culvert will be extended or replaced.
- Roadway soil test borings will be performed as specified in the SCDOT Geotechnical Design Manual which references the SCDOT Pavement Design Guidelines for boring frequency. The CONSULTANT has assumed that generally cut and fill sections will be five (5) feet or less in height for the majority of the improvements. However, there is one (1) location that will likely have fills in excess of 5 feet and/or retaining walls in order to accomplish the widening and/or installation of pedestrian and bicycle accommodations.
- Final soil test borings will be performed at a frequency of approximately 1,000 feet within the DEPARTMENT's right-of-way or on private property with access permission obtained by the COUNTY. The combined preliminary and final boring spacing should be approximately 500 feet. Retaining walls require a boring every 150 feet.
- Twenty (20) roadway soil test borings (hand auger borings with dynamic cone penetrometers or SPT borings) will be performed up to a depth of 10 feet, auger refusal, or hole collapse (whichever occurs first) inside and/or outside the DEPARTMENT right-of-way.
- Two (2) embankment/retaining wall soil test soundings (Cone Penetration Test (CPT) Soundings) will be performed up to a depth of 80 feet or CPT refusal (whichever occurs first). Sounding may be conducted within the DEPARTMENT's right-of-way and/or on private property. CPT soundings may be replaced with Standard Penetration Test borings if data from the preliminary borings and soundings indicates CPT refusal will be relatively shallow. Shelby tube samples may also be obtained if SPT borings are conducted instead of CPT soundings.
- Two (2) bulk samples will be obtained for laboratory testing to be used as part of slope stability/retaining wall analysis.
- One (1) culvert is expected to be extended on two ends or replaced. One (1) Standard Penetration Test (SPT) boring to a depth of 60 feet is planned to supplement the borings from the preliminary exploration. The SPT boring should accomplish the GDM minimum test frequencies for culvert extensions or culvert replacement when combined with the preliminary exploration.

### **Other Field Testing Items**

- Traffic control will be performed in accordance with the latest DEPARTMENT guidelines. It is anticipated that 4 days of lane closures and 5 days of shoulder closures will be necessary.
- At the completion of field work, test locations will be surveyed for latitude and longitude, elevation and station as part of Task 4.

**Field Engineering** – The CONSULTANT will provide oversight of hand auger borings, drill rig and cone rig operations by a field engineer and/or field geologist. Soil Classification in accordance with USCS (ASTM 2487) will be performed by a field engineer and/or field geologist who will have a minimum of 3-years of experience in supervision of field equipment and field personnel.

In addition, it is anticipated that regular progress meetings (1 meeting) will be held with the COUNTY during the execution of the final field exploration.

**Laboratory Testing** – The CONSULTANT will be AASHTO certified in the anticipated laboratory testing outlined below and/or any additional testing that may be required. See Chapter 5 of the SCDOT GDM for AASHTO and ASTM designations. The laboratory testing will be performed on selected samples in order to evaluate the types of soils encountered, confirm visual classifications, and estimate engineering properties for use in design. Laboratory testing may include, as estimate, the following:

- 20 Natural Moisture Content Tests
- 20 Grain Size Distributions with wash No. 200 Sieve
- 20 Moisture-Plasticity Relationship Determinations (Atterberg Limits)
- 2 Remolded Tri-axial Shear Tests (CU) or Direct Shear tests depending on soil classification.
- 2 Consolidation tests
- 2 Standard Proctor tests
- 2 tri-axial shear tests on Shelby tube samples

***Final Roadway Geotechnical Engineering Report*** – The Final Roadway Geotechnical Engineering Report will be conducted in general accordance with the procedures outlined in the GDM. The report will include a subsurface profile for the final geotechnical subsurface exploration in accordance with the GDM Chapter 7. The final geotechnical engineering report will be written in general accordance with the GDM Chapter 21. The final report will be signed and sealed by a registered SC Professional Engineer. The report will be submitted with the Preliminary Construction Plans.

The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

This scope of services does not include any work or activities associated with geotechnical investigations for the development of pavement designs. The COUNTY will provide approved pavement design(s) to the CONSULTANT.

## Task 12

### **ROADWAY STRUCTURES DESIGN AND PLANS**

**General** – This task includes design and plan development criteria for potential retaining walls and culvert extensions that may be required due to the proposed improvements throughout the project corridor. There will be no aesthetic requirements for the retaining walls or culverts. Location and quantities of any temporary shoring required for roadway construction will be included in the roadway construction plans; the shoring design and detailing is the responsibility of the contractor. The following design and construction specifications will be used in the design and preparation of retaining wall and culvert plans:

- The 2007 edition of the DEPARTMENT's *Standard Specifications for Highway Construction*.
- AASHTO's *LRFD Bridge Design Specifications*, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution.
- AASHTO's *LRFD Bridge Construction Specifications*, 3<sup>rd</sup> edition (2010) and the latest Interim Specifications in place at the time of contract execution.
- The DEPARTMENT's *Geotechnical Design Manual*, v. 1.1, 2010.
- Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for design and/or construction.
- DEPARTMENT's Standard Drawings for Road and Bridge Construction.
- DEPARTMENT's *Highway Design Manual*.
- DEPARTMENT's *Road Design Plan Preparation Guide*.
- AASHTO "Guide Specifications" as may be applicable to the project.

**Retaining Wall Design and Plans** – A retaining wall(s) may be required. The roadway retaining walls are assumed to be cast-in-place, reinforced brick masonry, and/or keystone retaining walls and will be represented in the plans by plan views, envelope drawings, and associated notes and details. It is assumed that approximately 1800 linear feet of retaining wall, at up to 2 separate locations (sta 109-119 rt and lt) from 5' to 20' high, will be required.

Noise wall design is excluded from this scope of services.

## Task 13

### **SUBSURFACE UTILITIES ENGINEERING (SUE)**

Within 45 days of Notice to Proceed for the contract, the CONSULTANT will provide the COUNTY with a recommendation as to the extent of SUE services to be provided. This should include as much information as can be assembled on utility type, approximate location, owner,

material type, prior rights, and any preliminary assessment of impact with respect to the scope of the proposed project. This information will be used to specifically define the limits of the SUE work to be performed.

The CONSULTANT shall perform work in two phases. The first phase consists of designating services (Quality Level B and C). For the purpose of this agreement, “designate” shall be defined as indicating (by marking) the presence and approximate horizontal position of the subsurface utilities by the use of geophysical prospecting techniques. The second phase consists of test hole services (Quality Level A). For the purpose of this agreement, “locate” means to obtain the accurate horizontal and vertical position of the subsurface utilities by excavating a test hole. The CONSULTANT shall provide these services as an aide in the design of right-of-way and construction plans for the project.

Unless specifically stated otherwise, the CONSULTANT shall adhere to the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Designating shall be estimated on a cost per linear foot basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Locating shall be estimated on a per each basis and shall include all labor, equipment, and materials necessary to provide complete SUE plans. Direct charges for mileage, meals, lodging, reproductions shall be shown separately. Traffic control shall be estimated on a per day basis and shown separately. No separate payment will be made for mobilization and should be included in the per linear foot or per each price for designating or locating.

### **Designating** –

A. In the performing of designating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level B information for approximately 114,000 LF of underground utilities.
2. Provide all equipment, personnel and supplies necessary for the completion of Quality Level C information for approximately 11,400 LF of underground utilities.
3. Provide all equipment, personnel, and supplies necessary for the accurate recording of information for approximately 30,000 LF of aerial utilities. *The estimation of aerial utilities is measured from power pole to power pole and is not an estimation of each line attached to the poles.*
4. Conduct appropriate records and as-built plans research and investigate site conditions. Digital copies of records and as-built plans research to be provided to COUNTY.
5. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of way.
6. Designate the approximate horizontal position of existing utilities by paint markings or pin flags in accordance with the APWA Uniform Color Code scheme along the utility and at all bends in the line in order to establish the trend of the line. All

- utilities shall be designated as well as their corresponding lateral lines up to the point of distribution, existing right-of-way limits, or whichever is specifically requested and scoped for each individual project.
7. Survey designating marks, which shall be referenced to project control provided by the surveyor of record.
  8. Draft survey information using DEPARTMENT CADD guidelines for Subsurface Utility Engineering consultants (latest version).
  9. Final review and seal of all appropriate work by a professional engineer and/or land surveyor licensed in South Carolina in responsible charge of the project.

B. In the performing of designating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

The above quantities are based on the Level B designation assuming 9,438 feet along Shop Road and 100 feet along each side road. It is assumed that there will be 9 designated utilities along Shop Road and 5 designated utilities along side roads. The CONSULTANT will notify the COUNTY immediately should additional SUE be recommended. The CONSULTANT will notify the COUNTY'S designated Project Manager prior to performing any work on site.

### **Locating** –

No locating services (Level A test holes) are included as a direct service associated with this scope of work. Should locating services be deemed necessary during the design and utility coordination services, these services shall be paid for through the project contingency budget on a per Level A test hole cost.

The services to be conducted by the CONSULTANT, in the performance of locating services, only as directed and by prior approval by the COUNTY, include the following:

A. In the performance of locating services under this agreement, the CONSULTANT shall,

1. Provide all equipment, personnel and supplies necessary for the completion of Quality Level A test holes.
2. Conduct appropriate records and as-built research and investigate site conditions.
3. Obtain all necessary permits from city, county, state or any other municipal jurisdictions to allow CONSULTANT personnel to work within the existing streets, roads and rights-of-way.
4. Perform electronic or ground penetrating radar sweep of the proposed conflict and other procedures necessary to adequately “set-up” the test hole.

5. Excavate test holes to expose the utility to be measured in such a manner that insures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the CONSULTANT shall comply with all applicable utility damage prevention laws. The CONSULTANT shall schedule and coordinate with the utility companies and their inspectors, as required, and shall be responsible for any damage to the utility during excavation.
6. Provide notification to the COUNTY concerning 1) the horizontal and vertical location of the top and/or bottom of the utility referenced to the project survey datum; 2) the elevation of the existing grade over the utility at a test hole referenced to the project survey datum; 3) the estimated outside diameter of the utility and configuration of non-encased, multi-conduit systems; 4) the utility structure material composition, when reasonably ascertainable; 5) the benchmarks and/or project survey data used to determine elevations; 6) the paving thickness and type, where applicable; 7) the general soil type and site conditions; and 8) such other pertinent information as is reasonable ascertainable from each test hole site.
7. When an attempt to locate a utility line over an area where SUE was performed does not provide valid vertical data, the test hole shall not be reimbursable by the COUNTY. In the following cases, test holes shall be reimbursed by the COUNTY regardless of obtaining valid vertical data:
  - a. Utility lines buried in materials that cannot be removed by vacuum techniques other than duct banks,  
The CONSULTANT to provide a separate unit cost for “test holes attempted” and any test holes that do not provide valid vertical data, shall be paid at this rate.
8. Provide permanent restoration of pavement within the limits of the original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas shall be restored as nearly as possible to the condition that existed prior to the excavation.
9. Draft horizontal location and, if applicable, profile view of the utility on the project plans using CADD standards as outlined above. A station and offset distance and/or northing and easting coordinates (State Plane) with elevations shall be provided with each test hole.
10. Test hole information shall be formatted and presented on CONSULTANT’s certification form and listed in a test hole data summary sheet.
11. Certification form shall be reviewed and sealed by a professional engineer and/or land surveyor licensed in South Carolina and in responsible charge of the project.

B. In the performance of locating services under this agreement, the COUNTY shall,

1. When requested, provide reasonable assistance to the CONSULTANT in obtaining plans showing the project limits, alignment, centerline, rights-of-way limits (existing and proposed), project controls and other data for selected projects.
2. Provide notification to key DEPARTMENT District personnel concerning the upcoming SUE services to be provided by the CONSULTANT.

## **Task 14**

### **UTILITY COORDINATION ASSISTANCE**

The CONSULTANT shall coordinate the project development with the COUNTY's Utility Coordinator. Coordination shall involve inviting the COUNTY's Utility Coordinator to necessary project meetings, providing updates to schedule, and providing project files as requested by COUNTY's Utility Coordinator. The CONSULTANT will provide electronic copies and pdf's of the Survey and Subsurface Utility Engineering as well as a listing of the utilities that exist within the project limits as soon as the information becomes available so that early coordination with utility companies can begin. The COUNTY'S Utility Coordinator will handle coordination of the project development with utility companies. The CONSULTANT will anticipate approximately (4) meetings for Utility Coordination.

## **Task 15**

### **RAILROAD COORDINATION**

Upon Notice to Proceed, the CONSULTANT will review all previous railroad coordination efforts undertaken regarding the six (6) railroad crossings. After review of the efforts to date, the CONSULTANT will contact the Railroad to begin the coordination process and determine the appropriate points of contact for each entity. *Preliminary coordination and notification to the railroads has been conducted by the COUNTY; documentation and correspondence to be provided to CONSULTANT.* During early coordination, the CONSULTANT will provide the Railroad representatives with an overview map and project description in order to determine their existing and future use of the railway within the COUNTY project limits and solicit preliminary feedback on the requirements for the project.

Under the direction of and in coordination with the COUNTY and DEPARTMENT, the CONSULTANT shall be responsible for design and plan development coordination with the involved Railroad Companies, including but not limited to; providing plans, meetings, correspondence, phone calls, writing/reviewing agreements as may be necessary to secure the applicable executed railroad preliminary engineering and construction agreements needed for the construction of the project. All correspondence related to railroad agreements or conditions shall include the railroad file number, crossing and railroad milepost information.

The CONSULTANT will coordinate with the railroads to obtain up-to-date Preliminary Design (PE) Agreements and Construction Agreements as well as any specific requirements that the Railroad may have at this site. The CONSULTANT will provide copies of the Railroad Agreement(s) and any additional requirements of the Railroad to the COUNTY for a legal review and concurrence. The CONSULTANT will not perform any negotiations regarding the terms of the agreements with the Railroads; this is to be performed by the COUNTY and/or the DEPARTMENT. The COUNTY shall conduct all correspondence with the DEPARTMENT as necessary.

The CONSULTANT will determine the limits of Railroad right-of-way based on property plans, old plans, and/or tax maps and show the right-of-way limits relative to the information in the location survey. This information will be provided to the Railroad for concurrence and the CONSULTANT will coordinate with the Railroad regarding any discrepancies in the right-of-way.

The CONSULTANT anticipates that a separate right-of-entry agreement with the Railroad will be required for surveys, borings, and other design tasks that may require encroachment onto Railroad rights-of-way. The CONSULTANT will coordinate with the Railroads to obtain the right-of-entry agreements. The CONSULTANT will also coordinate with the Railroad (local roadmaster or contact) for flagger scheduling concerning times when field operations will be occurring within the railroad rights-of-way.

The CONSULTANT will reimburse the Railroad for required flagman operations associated with pre-construction surveys, SUE and geotechnical investigations. The CONSULTANT will purchase a Railroad Public Liability insurance rider under the Railroads' policy to cover field operations. The CONSULTANT will invoice these costs to the COUNTY as a reimbursable expense.

Upon concurrence by the COUNTY on the terms of the PE Agreement(s), the CONSULTANT will coordinate with the COUNTY to complete the PE Agreement(s) and provide the completed PE Agreement(s) to the COUNTY for execution. Execution of the PE Agreement(s) is required for the Railroad to perform their review of the preliminary plans.

After the PE Agreement is executed with the Railroads, the CONSULTANT will submit preliminary plans to the Railroad for review. The CONSULTANT will coordinate with the representatives from the Railroad as necessary during the review period to facilitate their review of the plans. A 30-day review period by the Railroad is assumed for the preliminary plans.

The CONSULTANT will coordinate with the Railroad and will include any necessary Special Provisions conveying all applicable requirements of the Railroad in the Construction Contract Documents; this includes but is not limited to special insurance requirements, flagging requirements, requirements to facilitate construction inspection by railroad representatives, etc.

The CONSULTANT will NOT reimburse the Railroad for submittal fees and engineering services and handling costs associated with their internal plan approval and coordination process. These costs, if any, will be negotiated in the agreement signed between the COUNTY and the Railroad. The COUNTY will be responsible for payment of the negotiated fees.

## **Task 16**

### **CONSTRUCTION PHASE SERVICES**

**Pre-Construction/Partnering Conference** – The CONSULTANT will attend the Pre-Construction/Partnering Conference and respond to questions by the CONTRACTOR pertinent to the design and proposed construction methodology. Assume one Pre-Construction/Partnering Conference.

**Construction Phase Project Meetings** – The CONSULTANT will attend meetings with the COUNTY to discuss construction issues as needed during the construction of this project. Assume 24 meetings. The CONSULTANT will not be responsible for agendas, minutes, or other materials for this task.

**Construction Phase Assistance** - The CONSULTANT will assist COUNTY personnel during the construction phase when problems or questions arise relating to the design and proposed construction methodology. Assume 6 hours per month for project construction duration of 24 months.

**Construction Revisions** – The CONSULTANT will make necessary revisions to construction plans that arise during the construction phase of the project. Assume 8 construction revisions.

**Shop Plans and Working Drawings Review** – The CONSULTANT will review the Contractor's shop drawings and working drawings as required by the 2007 Edition of the *Standard Specifications for Highway Construction*, in a timely manner following award of contract and during construction. This includes retaining wall components only.

**Geotechnical Design and Construction Services** – The CONSULTANT shall also provide geotechnical construction engineering services which shall include the following items:

- General embankment construction troubleshooting
- Written evaluation of soil strength testing on borrow excavation materials
- General retaining wall construction troubleshooting
- Review and approval of the Contractor's MSE shop drawings, if applicable
- The scope of services shall be conducted according to the DEPARTMENT's Standard Specifications, supplemental specifications, and/or plan notes.

The CONSULTANT should anticipate 96 total hours for this task.

**As-Built Plans** – The CONSULTANT will not be responsible for the development of As-Built Plans for this project.

## Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Landscaping and irrigation plans
- Pavement coring or pavement design
- No structural design for new bridges
- Environmental Assessment Documentation
- No CLOMR/LOMR
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. The DEPARTMENT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by the DEPARTMENT
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Right-of-way acquisition, exhibits, negotiations, or appraisals
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work

## Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Eminent Domain advertisement notice.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting.
- Provide Security guard for the public information meeting.
- Payment of fees required by state and federal review/approval agencies.
- Final processing of JD and Wetlands Permit and coordination with the agencies.
- Existing roadway plans.
- Base mapping for Bluff Road. The CONSULTANT will perform check cross sections to verify the data provided by the COUNTY.
- Approved Design Criteria.
- Preliminary Plans and associated CADD files.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable.
- Traffic Study for Bluff Road. The CONSULTANT will perform a Traffic Signal Warrant Analysis for the intersection of Bluff Road and Bluff Industrial Boulevard.
- Drainage Summary Report.
- Provide Existing utility data provided by Utility Owners within the project area
- Final moving, demolition and reset items list. An initial list will be provided by the CONSULTANT.
- Contract documents (project specific special provisions to be supplied by CONSULTANT)
- Pavement design.
- Right-of-Way acquisition.
- Right-of-Way verification.
- As-built roadway plans.
- Construction Engineering and Inspection (CEI)

## Project Deliverables

The CONSULTANT will submit the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

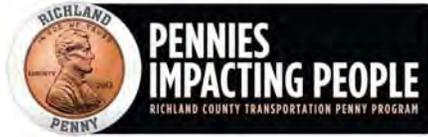
- Monthly status updates
- Meeting agendas and minutes
- Permit Determination Form
- SCDOT USACE General Permit Application Package, including supplemental documentation
- Attendance at one (1) public meeting
- Public Meeting displays
- PDF versions of the Public Meeting displays
- Pedestrian Bridge (raised structure) feasibility / cost comparison study
- Recommendation for extent of SUE services – 45 days from NTP
- Full size color plots of U-sheets along with Microstation/PDF electronic files
- Preliminary Right-of-Way Plans
- Final Right-of-Way Plans
- Final Right-of-Way Microstation files
- Right-of-Way Plans stage construction cost estimates
- Preliminary and final traffic signal design
- Transportation Operations Plan and Public Information Plan
- Stormwater Management Report
- If necessary, CLOMR for Shop Rd over Gills Creek Tributary G-1.
- Preliminary Roadway Construction Plans
- Final Roadway Construction Plans, project specific specifications, and Engineer's construction cost estimate
- NPDES permit application/Notice of Intent
- Erosion control computations, if necessary
- Preliminary and final geotechnical roadway reports

## Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

<b>Field Surveys / Mapping Verification / SUE .....</b>	<b>3</b>	<b>months from NTP</b>
<b>Preliminary Right-of-Way Plans .....</b>	<b>6</b>	<b>months from NTP</b>
<i>assume COUNTY review (1 month) .....</i>	<i>7</i>	<i>months from NTP</i>
<i>assume SCDOT review (1 month) .....</i>	<i>8</i>	<i>months from NTP</i>
<b>Final Right-of-Way Plans .....</b>	<b>10</b>	<b>months from NTP</b>
<i>assume SCDOT review (1 month) for r/w authorization .....</i>	<i>11</i>	<i>months from NTP</i>
<b>Preliminary Construction Plans .....</b>	<b>16</b>	<b>months from NTP</b>
<i>assume COUNTY review (1 month) .....</i>	<i>17</i>	<i>months from NTP</i>
<i>assume SCDOT review (1 month) .....</i>	<i>18</i>	<i>months from NTP</i>
<b>Final Construction Plans .....</b>	<b>19</b>	<b>months from NTP</b>

The submittal dates include time for COUNTY/DEPARTMENT review as noted. Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.



**Fee Negotiation Meeting Minutes**  
**Shop Road (S-727) Improvements**  
October 4, 2016- 9:30 am

**Purpose:** Negotiate fee for Shop Rd Improvements

**Attendees:**

Richland County: Tony Edwards  
Richland PDT: David Beaty, Ben Lewis  
Mead & Hunt, Inc. (M&H): Berry Still, Raymond Hamilton, Dan Moses  
Chao & Associates:  
DESA:  
F&ME:

**Discussion Topics:**

Mr. Lewis began the meeting by outlining the procedure by which the negotiation would be conducted. It was mutually agreed that the meeting minutes would be included in the overall contract so that any changes in scope would be documented. Mr. Lewis also stated that a full submittal of files associated with the preliminary plans would be delivered to M&H prior to Notice to Proceed. Below is a list of tasks that need to be negotiated.

**Task 1.01-1.02**

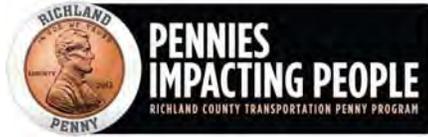
- Mr. Lewis stated that the PM hours for meetings needed to be reduced to 2 hours per meeting. Mr. Lewis agreed that the scope called for 26 meetings.
  - *Action Taken: M&H agreed to reduce the hours to 2 hours per meeting.*

**Task 1.04**

- Mr. Lewis asked that the hours be reallocated to a lower classification from the Senior PM. M&H agreed to alter the distribution of hours per classification.
  - *Action Taken: Removed hours form Sr. PM (160) and added 40 hours each for PM and Admin*

**Task 4.01 & 4.11**

- Mr. Lewis states that it appeared that the task was a duplicate and one of the tasks needed to be deleted. Mr. Hamilton explained that M&H's approach to applying fees to each task was that 4.01 was for hours associated with review of the preliminary plans and 4.11 was for incorporating the revisions into the Right of Way plans. Mr. Moses stated that one of the concerns that led to more hours for 4.01 was the uncertainty of the level of modifications M&H would be required to perform due to SCDOT comments. Mr. Lewis provided M&H with SCDOT's comment responses to the preliminary plans to assist in evaluating hours. Mr. Lewis stated that PDT is currently at 480 hours versus M&H's 720 hours. M&H agreed to



review the comment responses to investigate where reduction to the review times can be made. M&H will also provide justification if they can reduce the hours to the PDT hour estimate. To minimize redesign risks to M&H, Richland County and PDT agreed that any alterations of the plans not currently covered in SCDOT's comment responses would constitute a modification to the contract.

- *Action Taken: Reduced total hours to 652. Based off the following comments from SCDOT, we believe this is as far as we can reduce.*
  - *Comment #4- The assumptions made are not based off an actual SCDOT approved pavement design which could lead to profile revisions and cross sections changes.*
  - *Comment #7- Change in typical sections (slope change to 30:1 on grass berms behind curb and gutter) will cause the cross sections to be modified.*
  - *Comment #24 & #25- Minimal profile grade was not achieved; profile and cross sections will need to be adjusted accordingly.*
  - *Comment #26- Superelevations need to be updated due to incorrect assumptions. Multiple superelevated curves were questioned by SCDOT which will require us to check all.*
  - *Comment #31- Alterations of Frazier to align with Tolliver.*
  - *Comment #34- Relocation or closure of driveways throughout the corridor.*

#### **Task 4.13 & 4.23**

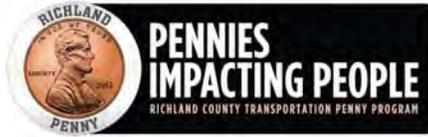
- Mr. Lewis requested that the DFR meetings be reduced to 4 hours/person/DFR. Mr. Lewis further stated that he agreed with the 3 attendees proposed by M&H.
  - *Action Taken: M&H reduced the hours to 4 hours/person/DFR.*

#### **Task 4.12, 4.14, 4.22 & 4.24**

- Mr. Lewis requested the hours for right of way and construction plans be reduced based off M&H review of the SCDOT's comments responses. M&H agreed to review the hours and reduce where possible.
  - *Action Taken: Reduced 4.12 and 4.14 (R/W Plans) by 140 hours. Reduced 4.22 and 4.24 (Construction Plans) by 50 hours. Reduced 4.25 by 48 hours.*

#### **Task 5.02 & 5.06**

- Mr. Lewis and Mr. Beaty explained SCDOT's current plan to restripe Assembly Street to 5 lanes within the limits of the proposed Bike/Ped portion of the project. Mr. Beaty stated that this was only an assumption and is subject to change.
- Mr. Still stated that the current SLBE percentage for this project is currently lower than M&H's SLBE % commitment but the plan is to allow our SLBE partners to design the Bike/Ped portion of the project when the concept is approved. This additional work should increase their participation % to the 30% commitment level.
- Mr. Lewis stated that 5.02 needs to be reduced to 3-3 ½ days. Mr. Still stated that the DESA would be performing the work and was assuming a full concept report much like the one submitted for Sunset Drive. Mr. Lewis reiterated that per the scope, DESA would only be required to submit a short memorandum report with roll plot. Mr. Still agreed to discuss with DESA and reduce the hours accordingly.



- Mr. Lewis Stated that he agreed that Study #2 was more complex but would like to see the hours for task 5.06 reduced to 40. Mr. Still agreed to discuss with Chao and reduce the hours accordingly.
  - *Action Taken: Reduce 5.02 and 5.06 to 32 hours and 40 hours respectively.*

### **Task 6**

- Mr. Lewis stated that M&H's hours were slightly higher. Mr. Hamilton stated that the increase in hours may be associated with M&H's concern about the urban nature of the area and the potential for a higher workload due with additional signage. Mr. Lewis understood the concern and asked M&H to review the task again and reduce hours if possible. Mr. Still agreed to review the hours and provide justification if a reduction was not possible.
  - *Action Taken: After review M&H did not make any reductions due to the urban nature of the area and amount of existing signage.*

### **Task 7**

- Mr. Lewis stated that that the man-hour estimate for this task was double that of PDTs. Mr. Hamilton stated that the hours were comparable to the hours previous negotiated on the Alpine Road project. Mr. Lewis stated that his fee estimate was derived from other OET firms' man-hour estimated to perform similar work. M&H agreed to review the hours and reduce where appropriate.
  - *Action Taken: Reduced hours from 276 to 160.*

### **Task 8.01 & 8.03**

- Mr. Lewis stated that there seemed to be a difference in the amount of work involved between PDT's estimate and M&H's estimate. Mr. Beaty stated that PDT only sees the need for traffic control staging at two locations (72" pipe culvert, George Rogers Blvd.) He stated that the rest would be treated as a simply 5 lane widening. Mr. Moses stated that M&H sees a higher level of staging but M&H will try to reduce hours if possible. Richland County and PDT agreed that if the staging is required outside of these two locations then a contract modification would be warranted.
- Mr. Lewis stated that the level of effort that M&H is showing is not justified for task 8:11 or 8:21. Mr. Still stated that the number of people that SCDOT's TMP requires does justify the hours. Mr. Lewis stated that additional staffing to fill the position described in SCDOT's TPM was not necessary for this project. Mr. Lewis stated only a simple TPM form report would be required for this project and M&H would have not staffing responsibilities after the reports were submitted. Based on PDT's direction that only a report is necessary for both the Operation and Public involvement Plan, M&H will significantly reduce those hours. Richland County and PDT agreed a contract modification would be warranted if M&H had to add staffing to meet SCDOT's TMP position requirements.
  - *Action Taken: Reduce combined hours by 1072 hours*



**Task 11**

- Mr. Lewis stated that the hours were good but the rates seemed too high. The difference in price was roughly double. Mr. Lewis said that was comparing rates from their internal staff on similar type work. Mr. Still stated that rates submitted were previously approved on the recent Sunset Drive Project. Mr. Hamilton pulled up the final fee estimate from the Sunset Drive project and confirm the rates were consistent. Mr. Lewis stated they would go back and review their rates and get back to M&H.
  - *Action Taken: Mr. Lewis sent M&H an email explaining an error in the PDT fee spreadsheet with the rates. He did cite three areas (survey, traffic control, and clearing) that still needed to be reviewed. The following is a breakdown of actions taken on those items:*
    - *Survey – After review of this task, we did find that we have survey of borings in both task 3 and 11. We have removed 48 hours from task 3 to eliminate the duplication of services. The survey of boring locations will be handled in task 11.*
    - *The drilling will take longer than the requested 5 days for each round of field exploration. We have not reduced this item due to the length of time needed to perform the borings in a safe manner.*
    - *Clearing has been reduced as requested to one (1) day.*

**Task 12**

- Mr. Lewis stated that the hours were more than double that of the PDT fee estimate. Mr. Beaty confirmed that there are 4 proposed walls located at the 72” pipe culvert totaling 1800 LF. Mr. Still stated that the hours were derived from previously negotiated hours based on a hour/LF basis. Mr. Beaty asked M&H to revisit and consider an economy of scale since the 4 proposed walls were in the same general location.
  - *Action Taken: Reduced 170 hours from task 12.*

**Task 14, 15, & 16**

- Mr. Beaty combined the tasks and stated the PDT estimate was \$45k lower. He explained that Raven Grambrell is PDT’s overall lead for railroad coordination and would assist M&H with the task.
  - *Action Taken: The tasks were reduced by an overall cost of \$12,400.*

**Action Items:**

Item #	Task	Responsible Party(s)	Due Date
1	Meeting minutes to record negotiation and scope modifications	MH-Berry Still	10/07/16
2	Direction on Geotechnical Fee	PDT- Ben Lewis	10/05/16*

\* Was submitted during meeting minute preparation

These notes were prepared by Berry Still (M&H). Please contact [Berry Still](mailto:Berry.Still@meadhunt.com) at Berry.Still@meadhunt.com with any comments or corrections.

<b>Shop Road Widening (11-8-16)</b>						
Task	Total	Mead & Hunt	F&ME	Chao & Assoc.	DESA	GEL
Task 1: Project Management	\$132,080.00	\$132,080.00				
Task 2: Environmental Services	\$25,016.00	\$25,016.00				
Task 3: Surveys / Mapping	\$152,640.00	\$152,640.00				
Task 4: Roadway Design	\$371,800.00	\$371,800.00				
Task 5: Bike / Ped Accomod. Concept Design	\$46,071.94	\$862.98		\$19,128.96	\$26,080.00	
Task 6: Pavement Marking / Signing	\$39,200.00	\$0.00			\$39,200.00	
Task 7: Traffic Signal Design	\$19,920.00	\$19,920.00				
Task 8: Transp Management Plan	\$83,220.00	\$83,220.00				
Task 9: Stormwater / Hydraulic Design	\$154,420.50	\$117,813.98		\$36,606.52		
Task 10: Sediment / Eros Control / NPDES	\$14,580.00	\$0.00			\$14,580.00	
Task 11: Geotechnical Invest & Engineering	\$118,839.00	\$0.00	\$118,839.00			
Task 12: Roadway Structures Design	\$78,266.38	\$14,804.00		\$63,462.38		
Task 13: SUE	\$224,782.25	\$0.00				\$224,782.25
Task 14: Utility Coord Assistance	\$12,000.00	\$12,000.00				
Task 15: Railroad Coord.	\$146,380.00	\$97,760.00	\$48,620.00			
Task 16: Const Phase Services	\$77,805.00	\$39,170.99	\$9,040.00	\$25,434.01	\$4,160.00	
<b>Total</b>	<b>\$1,697,021.07</b>	<b>\$1,067,087.95</b>	<b>\$176,499.00</b>	<b>\$144,631.87</b>	<b>\$84,020.00</b>	<b>\$224,782.25</b>
<b>Total %</b>	<b>100.0%</b>	<b>62.9%</b>	<b>10.4%</b>	<b>8.5%</b>	<b>5.0%</b>	<b>13.2%</b>
				13.5%		

DBE Certified				x	x	
SLBE Certified				x	x	

DBE Utilization	13.5%
SLBE Utilization	13.5%

Lump Sum	\$1,413,985.00
Approved Direct Expenses	\$276,436.07
Cost Plus Fixed Fee (R/W Staking)*	\$6,600.00
<b>Total</b>	<b>\$1,697,021.07</b>

\* Cost Plus Fixed Fee Total calculated from labor breakdown as shown in task 3.04 from M&H fee spreadsheet.

Direct Expenses						
Task	Total	Mead & Hunt	F&ME	Chao & Assoc.	DESA	GEL
Task 1: Project Management	\$2,180.00	\$2,180.00				
Task 2: Environmental Services	\$286.00	\$286.00				
Task 3: Surveys / Mapping	\$10,720.00	\$10,720.00				
Task 4: Roadway Design	\$1,630.00	\$1,630.00				
Task 5: Bike / Ped Accomod. Concept Design	\$96.94			\$96.94		
Task 6: Pavement Marking / Signing	\$0.00					
Task 7: Traffic Signal Design	\$120.00	\$120.00				
Task 8: Transp Management Plan	\$300.00	\$300.00				
Task 9: Stormwater / Hydraulic Design	\$1,260.50	\$570.00		\$690.50		
Task 10: Sediment / Eros Control / NPDES	\$0.00					
Task 11: Geotechnical Invest & Engineering	\$82,489.00		\$82,489.00			
Task 12: Roadway Structures Design	\$126.38			\$126.38		
Task 13: SUE	\$87,342.25					\$87,342.25
Task 14: Utility Coord Assistance	\$0.00					
Task 15: Railroad Coord.	\$89,160.00	\$56,660.00	\$32,500.00			
Task 16: Const Phase Services	\$725.00	\$293.00		\$432.00		
<b>Total</b>	<b>\$276,436.07</b>	<b>\$72,759.00</b>	<b>\$114,989.00</b>	<b>\$1,345.82</b>	<b>\$0.00</b>	<b>\$87,342.25</b>

Task 1: Project Management

Mead & Hunt: mileage, shipping, reproduction costs

Task 2: Environmental Services

Mead & Hunt: mileage, reproduction costs

Task 3: Surveys / Mapping

Mead & Hunt: mileage, per diem, lodging (out-of-town survey crews)

Task 4: Roadway Design

Mead & Hunt: mileage, shipping, reproduction costs, per diem

Task 5: Bike / Ped Accomod. Concept Design

Chao & Assoc.: mileage, reproduction costs

Task 6: Pavement Marking / Signing

Task 7: Traffic Signal Design

Mead & Hunt: shipping, reproduction costs

Task 8: Transp Management Plan

Mead & Hunt: reproduction costs

Task 9: Stormwater / Hydraulic Design

Mead & Hunt: mileage, reproduction costs, shipping

Chao & Assoc.: mileage, FEMA data fees, reproduction costs

Task 10: Sediment / Eros Control / NPDES

Task 11: Geotechnical Invest & Engineering

F&ME: geotechnical field & laboratory testing directs

Task 12: Roadway Structures Design

Chao & Assoc.: mileage, reproduction costs

Task 13: SUE

GEL: mileage, per diem, lodging, shipping, SUE-specific directs (out-of-town subconsultant)

Task 14: Utility Coord Assistance

Task 15: Railroad Coord.

F&ME: RR rights-of-entry / flaggers / liability riders

Mead & Hunt: mileage, shipping, reproduction costs, RR rights-of-entry / flagging / liability riders

Task 16: Const Phase Services

Chao & Assoc.: mileage

Mead & Hunt: mileage, shipping, reproduction costs



## **b) Blythewood Road Widening Project: Concept Report**

Included in your agenda you will find an executive summary for the Blythewood Road Widening Project which has limits from Interstate 77 to Muller Road. The executive summary based on public input is recommending the Alternate A typical section.

The Committee recommendation was for approval of this concept report.



## EXECUTIVE SUMMARY

Date: 11/30/16

To: Rob Perry, PE  
Director of Transportation

From: David Beaty, PE  
Program Manager

**RE: Blythewood Road (S-59) Widening Draft Concept Report and Public Meeting Summary with Recommendations**

A Draft Concept Report was presented to the Richland County Transportation Ad Hoc committee on Tuesday, September 13, 2016. The report detailed the proposed project limits as can be seen in Exhibit A. Included in the report were three alternate typical sections for the project. The report also discussed a proposed roundabout at the intersection of Blythewood Road and Cobblestone / Community Road. Refer to Exhibit B to view the typical sections (Alternates A-C) and conceptual roundabout drawing (Exhibit C) included in the Draft Concept Report and as presented at the public meeting.

The Richland Penny Program held a Public Meeting for the Blythewood Road (S-59) Widening project on Thursday, October 20<sup>th</sup>, 2016 from 5:00 to 7:00 p.m. at the Muller Road Middle School Gymnasium, 1031 Muller Road. The meeting was conducted with an informal, open house format with project displays and Richland Penny Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as select their preference for the typical section.

There were 65 people in attendance for the meeting.

The project displays provided aerial plan layouts and typical sections of the proposed project and alternates. Three alternate typical sections were presented for the project. All alternates include widening Blythewood Road (S-59) to a five-lane, curb and gutter section from Interstate 77 to Syrup Mill Road and a three-lane, curb and gutter section from Syrup Mill Road to Muller Road. The proposed bicycle and pedestrian accommodations vary for the three alternates. Alternate A includes offset, ten (10) foot shared-use paths on both sides of the roadway. Alternate B proposed on-street bicycle lanes with offset, five (5) foot concrete sidewalks on each side of the roadway. Alternate C proposed similar improvements as Alternate B except that the concrete sidewalks were shown adjacent to the back of the curb and gutter; therefore no buffer was proposed between the curb and the sidewalk.



A conceptual, double-lane roundabout display was also presented at the meeting. The proposed roundabout at the intersection of Blythewood Road and Cobblestone / Community Road was included as a project in the Richland County CTIP and also as an initiative proposed by the Town of Blythewood as shown in the Town's Master Plan and as stated in the Town of Blythewood's Resolution No. 2014.005 (dated May 27, 2014), approving this project, including the roundabout, and others within the town limits.

A total of 40 comments/emails were received during the comment period. The comments received included opinions related to the presented typical sections along with other project-specific issues. The issues included comments related to turn lanes at the intersection of Blythewood Road and Muller Road (4), the inclusion of a traffic signal at the intersection of Blythewood Road and Syrup Mill Road (8) and the proposed roundabout at the intersection of Blythewood Road and Cobblestone / Community Drive (7 for the roundabout, 8 against the roundabout).

As mentioned above, attendees were encouraged to select an alternate typical section for the project. A summary of the 28 comments indicating a preferred alternate is as follows:

- Alternate A – 16,
- Alternate B – 8,
- Alternate C – 4.

The project will again be presented to the public prior to right-of-way acquisition. This will allow the residents to view the selected alternate and discuss specific concerns with the Richland Penny Program.

## **Recommendations**

Based on the comments and input received at the public meeting as well as consideration of safety, project impacts and the Town of Blythewood initiatives, the Alternate A typical section is recommended for the Blythewood Road (S-59) Widening project. The typical section will include offset, shared-use pathways on both sides of the roadway for pedestrian and bicycle accommodations. Refer to Exhibit D for the recommended typical section. The roadway improvements will be designed to limit and reduce the amount and degree of impacts and / or relocations to residences / communities and businesses, and cognizant of existing utilities, within the corridor.

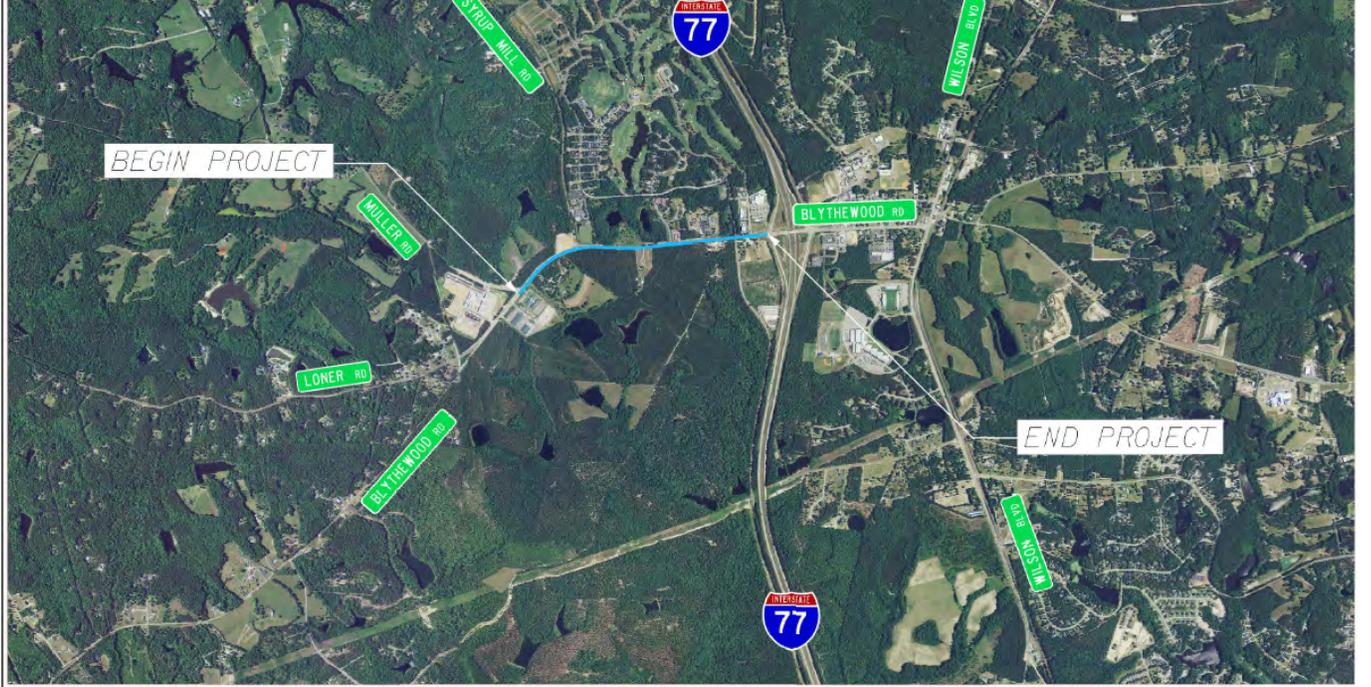
Minor modifications to the recommended typical section may be incorporated during the final design process to minimize impacts. Other comments such as right-of-way impacts, parking, safety and full roadway width development will be considered as the design is progressed.



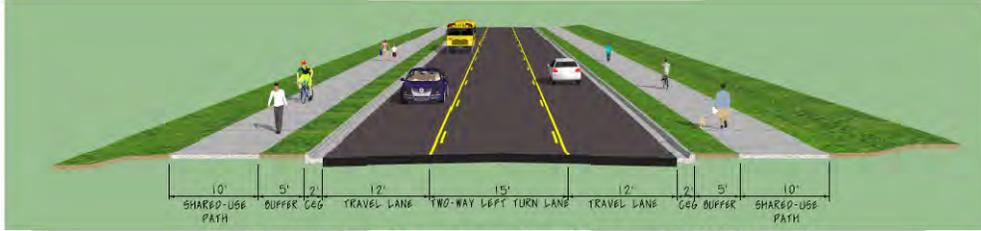
It is also proposed to move forward with the development of a double-lane roundabout at the intersection of Blythewood Road and Cobblestone / Community Drive per the Town's Master Plan. Traffic studies have shown that the proposed roundabout will operate efficiently at this location with existing and future (proposed) traffic volumes. It is recommended that the roundabout design be evaluated to mitigate the concerns as addressed by the public at the meeting and in the documented comments.

The project issues specific to the intersections at Muller Road and Syrup Mill Road will be evaluated as the design is progressed. These issues will be determined with the finalization of traffic studies / traffic signal studies as well as coordination with the South Carolina Department of Transportation (SCDOT).

**PUBLIC INFORMATION MEETING**  
**Blythewood Road Widening - Project Overview**  
October 20, 2016



**Exhibit A – Blythewood Road (S-59) Widening Project Limits**



From Muller Road to Syrup Mill Road



From Syrup Mill To I-77  
**Blythewood Road Widening**  
 Alternate A

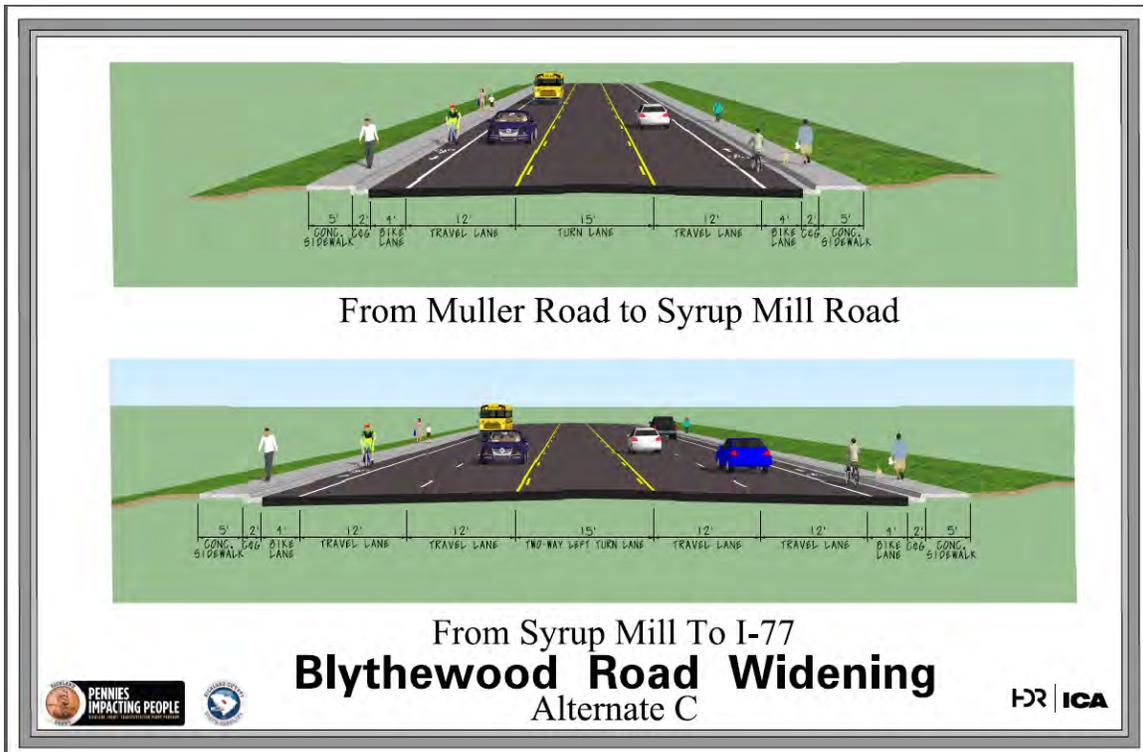


From Muller Road to Syrup Mill Road



From Syrup Mill To I-77  
**Blythewood Road Widening**  
 Alternate B





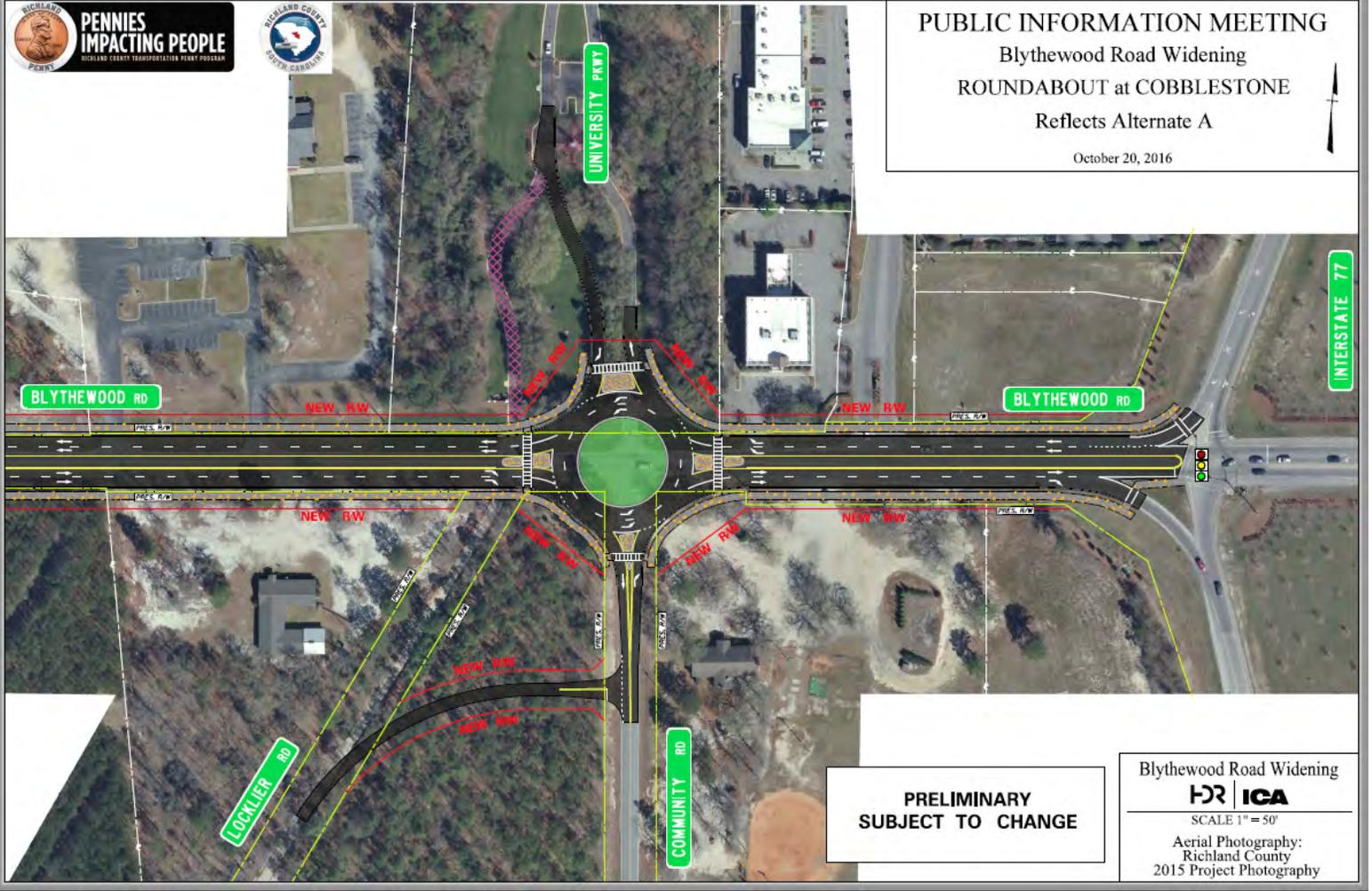
**Exhibit B – Blythewood Road (S-59) Widening Typical Sections Alternates A, B & C**  
*(as presented in Draft Concept Report and at Public Meeting)*



**PUBLIC INFORMATION MEETING**  
 Blythewood Road Widening  
 ROUNDABOUT at COBBLESTONE  
 Reflects Alternate A

October 20, 2016

INTERSTATE 77



**PRELIMINARY  
 SUBJECT TO CHANGE**

Blythewood Road Widening  
**HR ICA**  
 SCALE 1" = 50'  
 Aerial Photography:  
 Richland County  
 2015 Project Photography

**Exhibit C: Conceptual Roundabout at Blythewood Road / Cobblestone / Community Drive**  
*(as presented at the Public Meeting)*



From Muller Road to Syrup Mill Road



From Syrup Mill To I-77  
**Blythewood Road Widening**  
 Alternate A



Exhibit D – Blythewood Road (S-59) Widening Recommended Typical Section

## A RESOLUTION

### CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO.

BE IT RESOLVED BY THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AS FOLLOWS:

#### **Section 1 – Findings of Fact**

Incident to the adoption of this resolution (this “*Resolution*”), the Richland County Council (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this Article exist and the statements made with respect to thereto are in all respects true and correct:

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

B. The Council has received a petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district (the “*District*”) within the area of the County commonly known as “Lake Dogwood.” The Petition, including a map of the proposed District and a list of the properties to be located in the District, is attached hereto as Exhibit A. The Petition requests the formation of the District, the delivery of public services within the District, including but not limited to the rehabilitation of the Lake Dogwood Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

C. Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended (“*Section 4-9-30(5)(a)(i)*”) provides that the Petition must contain a description of the proposed District and each signatory’s signature and address. Section 4-9-30(5)(a)(i) further provides that the Petition must be signed by at least fifteen percent of the electors in the proposed District.

#### **Section 2 – Determinations Regarding the Petition**

The Council has determined that:

- A. the Petition satisfies the basic requirements of Section 4-9-30(5)(a)(i);
- B. on the basis of a certification from the Richland County Voter Registration and Elections Commission (the “*Election Commission*”), as attached hereto as Exhibit B, there are 99 qualified voters within the proposed District and 38 valid signatures on the Petition; and
- C. the Petition has been signed by the requisite number of electors.

**Section 3 - Certification of Petition**

Having found that the Petition meets the requirements of Section 4-9-30(5)(a)(i), the Council certifies that the Petition is valid. The Council orders that the Election Commission initiate and implement a referendum or referenda be held on the questions generally presented in the Petition. The referendum shall be held on such date as may be determined by the Election Commission in consultation with the persons submitting the Petition on behalf of the proposed District. However, in no event shall the election be held later than 180 days from the date hereof.

**Section 4 – Public Purpose for the District**

Subject to the results of the referendum creating the District, the County believes that the operations of the District shall constitute a governmental and public purpose in compliance with the provisions of Section 4-9-30(5)(a) of the Code of Laws of South Carolina, 1976, as amended. Specifically, the District’s delivery of public services by and through the reconstruction of the Lake Dogwood Dam and the ongoing maintenance, repairs and improvements related to the operations of the District directly involve, indirectly aid or are otherwise related to the following functions: roads, drainage, public health, transportation, economic development, planning, public safety and disaster preparedness.

**Section 5 – Approval of Fee Agreement with the Lake Dogwood Property Owner’s Association**

In addition to the authorizations recited herein, the County, the Lake Dogwood Property Owner’s Association (the “*HOA*”) and the Election Commission may determine to enter into an agreement regarding costs of the referendum (the “*Fee Agreement*”), the form of which is attached hereto as Exhibit C. The County Administrator is hereby granted all such powers and authority as may be necessary and appropriate to further negotiate and execute the Fee Agreement and related documents and to take such other actions as may be needed to deliver the Fee Agreement.

**DONE IN A MEETING DULY ASSEMBLED**, this 13th day of December, 2016.

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman, County Council of  
Richland County, South Carolina

[SEAL]

Attest:

\_\_\_\_\_  
Clerk to County Council  
Richland County, South Carolina



Exhibit A – Copy of Petition

Exhibit B – Certificate of Election Commission

Exhibit C – Fee Agreement

## Richland County Council Request of Action

**Subject:** Palmetto Utilities – Amendment to 2006 Agreement

**A. Purpose**

To brief County Council on an amendment to the 2006 Palmetto Utilities Agreement regarding waste water services in the Northeast Richland County.

**B. Background / Discussion**

Palmetto Utilities, Inc. (“Palmetto”) is owned by Pacolet Milliken Enterprises, Inc., a SC-headquartered company that is owned by the Milliken family. Pacolet Milliken acquired Palmetto (along with other water and wastewater operations) from an out-of-state firm in March 2015.

Palmetto has served as the agent of Richland County for wastewater services in northeast Richland since the 1980’s. In 2006, several parties, including Richland and Kershaw counties and Palmetto, entered into a comprehensive wastewater agreement. Among other things, this 2006 Agreement (1) allocated 31% of the ultimate oxygen demand (“UOD”) allowed in the Wateree River to Richland County (which is available to Palmetto as its agent) and 2) limited certain discharges in Kershaw County.

Palmetto operates the Spears Creek wastewater plant, located just inside Kershaw County (the “Plant”), which has a treatment capacity of 6 million gallons per day (“MGD”). However, it must be expanded to 12 MGD to cover growth. Palmetto is projecting to spend \$15.5 million to expand the Plant and \$18 million to construct a discharge pipeline (“Wateree Pipeline”) to the Wateree River.

Additionally, in June 2012 Palmetto purchased the PRV which is a wastewater service territory in the northeast from the city of Columbia. See Exhibits A and B, the PRV boundaries are shown in Exhibit A, Purchased Area of Exhibit B. As part of the purchase agreement Palmetto agreed to separate the wastewater customers in the PRV from the city of Columbia wastewater system by September 2017 or incur a financial penalty. In order to direct the PRV wastewater to the Plant, Palmetto has begun the construction of a transmission pipeline (“PRC/PUI Pipeline”). See Exhibit C. Palmetto representatives have provided a construction cost estimate of \$30 million for this line.

On June 21, 2016 Council approved action to authorize county administration to enter into an agreement with Palmetto Utilities, Inc. However, the parameters of that approval were limited and did not include consideration of parameters contemplated in this memo.

The forefront issue for Council’s consideration is the attached resolution which Palmetto has requested the Council consider. See attached Exhibits D and E. In this memo from William Crawford, representative from Pacolet/Palmetto Utilities explains this action is requested in order to satisfy procedural preferences of Kershaw County. According to Palmetto once

these procedural preferences are satisfied, the PRC/PUI Pipeline can be completed and the wastewater discharge from the PRV can be directed to the Plant and off the city of Columbia wastewater system. Palmetto maintains if this wastewater is not directed from the city of Columbia wastewater system then a \$350,000/month penalty will be affected.

Palmetto maintains it will seek rate increases from the South Carolina Public Service Commission for the following reasons:

- 1) to cover the \$350,000 per month penalty from the city of Columbia *if* the wastewater is not directed off the city's wastewater system
- 2) to cover the estimated capital costs of \$30 million for the construction of the PRV/PUI Pipeline
- 3) to cover the estimated capital costs of \$18 million for the construction of the Wateree Pipeline
- 4) to cover the estimated capital costs of \$15.5 million for the construction of the Spears Creek Plant expansion

**C. Legislative / Chronological History**

June 21, 2016 - Council approved action to authorize county administration to enter into an agreement with Palmetto Utilities, Inc.

**Exhibit A**

**AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL BY AND  
BETWEEN CITY OF COLUMBIA, SOUTH CAROLINA AND  
PALMETTO OF RICHLAND COUNTY LLC**

THIS AGREEMENT is made and entered into on this 21<sup>st</sup> day of March, 2013, by and between CITY OF COLUMBIA, South Carolina, a municipal corporation organized and existing under the laws of the State of South Carolina ("City") and PALMETTO OF RICHLAND COUNTY LLC ("PRC"), a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina, collectively the "Parties", for the treatment and disposal of wastewater generated by customers within the "Purchased Area".

WHEREAS, the City owns, operates and maintains a wastewater treatment facility known as the Metropolitan Wastewater Treatment Plant located at 1200 Simon Tree Lane in Richland County ("Facility") pursuant to permitting issued by the appropriate governmental authorities, including the State of South Carolina, and General Bond Ordinance No. 93-43 enacted by the City Council of the City on May 21, 1993, as heretofore amended and supplemented as may be hereafter amended and supplemented from time to time (as so amended and supplemented, the "Bond Ordinance"); and

WHEREAS, pursuant to an Asset Purchase Agreement, dated June 6, 2012 by and between the City and PRC ("APA"), the City agreed to sell to PRC certain assets related to its wastewater collection and transportation system in the Purchased Area (as such term is defined in the APA), and which Purchased Area is more fully described in Exhibit A attached hereto; and

WHEREAS, all Regulatory Approvals (as defined in the APA) required under the APA have been received and the transactions contemplated in the APA are closing contemporaneous herewith; and

WHEREAS, the City intends that it will continue to operate and maintain the Facility for the foreseeable future consistent with the Bond Ordinance and applicable laws, regulations and permits, and that the treatment and disposal capacity at the Facility and the transportation capacity in the City's transportation lines and mains ("Transportation System") will be able to accommodate the projected wastewater flow from the Purchased Area from the current customers and expected new residential customers in the Purchased Area;

WHEREAS, as a condition of the APA, the City is required to provide wastewater transportation, treatment and disposal services to PRC with respect to the wastewater generated by the current customers and expected new residential customers in the Purchased Area (the "PRC System Wastewater"), all in accordance with the terms of this Agreement;

WHEREAS, both the City and PRC have the legal ability and authority to enter into an Agreement for wastewater treatment, transportation and disposal services;

WHEREAS, the Parties find that this Agreement serves a public purpose and is to the public's benefit.

NOW THEREFORE, in consideration of the above, and the conditions, covenants and obligations between the Parties as outlined further herein, the sufficiency of which is accepted by the Parties hereto, the Parties agree as follows:

## ARTICLE I

### GENERAL CONDITIONS

1.1 The preamble statements above are accepted and approved by the Parties, and are incorporated herein as if set out verbatim in this Section.

1.2 The City will provide treatment, transportation and disposal of wastewater for the wastewater collection and transportation system lying within the Purchased Area (the "PRC System") pursuant to the terms and conditions set forth herein. Transportation of PRC System Wastewater from the point of interconnection between the PRC System and the Transportation System will be provided by the Transportation System and treatment and disposal of PRC System Wastewater will be provided by the Facility. The City agrees to provide this service in accordance with and conforming to the existing standards of the Department of Health and Environmental Control of South Carolina ("DHEC") and all other governmental bodies having regulatory jurisdiction over such matters, as may be modified by those agencies from time to time, and as may be required by the Bond Ordinance. The City further agrees that during the term of this Agreement, the wastewater effluent quality shall be maintained at a level to conform with present and future requirements of all regulatory agencies having jurisdiction thereof, or in the event there are any changes in the regulations of the relevant regulatory agencies, the City shall use all time that is allotted by the affected regulatory agency and all reasonable efforts to bring the wastewater effluent quality to the new regulated standards.

## ARTICLE II

### REPRESENTATIONS

2.1 The City hereby represents to PRC that the Facility and Transportation System are presently operating in accordance with existing laws, regulations and standards and as may be permitted by the Bond Ordinance.

2.2 The City hereby represents to PRC that it has and will continue to have the ability to provide the PRC System with sufficient wastewater transportation, treatment and disposal services for the current customers and anticipated new residential customers in the Purchased Area, as may be required by this Agreement and the Bond Ordinance for the term of this Agreement.

2.3 The City hereby represents to PRC that it will, during the term of this Agreement and subject to the Bond Ordinance, have sufficient wastewater transportation and treatment capacity to receive and treat the PRC System Wastewater, except for those events beyond the City's reasonable control, to include, but not be limited to: Acts of God, rationing, or additional regulation by any State or Federal agencies which would potentially alter the services provided, or any other matters beyond the reasonable lawful control of the City.

2.4 The representations and warranties of the Seller set forth in Sections 3.1(a) – (e) of the APA are hereby incorporated by reference for all purposes. The representations and warranties of the PRC set forth in Sections 4.1(a) and (b) of the APA are hereby incorporated by reference for all purposes.

### ARTICLE III

#### CHARGES, NEW CUSTOMERS, CONSTRUCTION OF PIPELINE AND MAINTENANCE

3.1 Monthly Service Fee. In consideration for the wastewater transportation and treatment services to be provided hereunder, and subject to Section 3.3 below, PRC shall remit a monthly payment to the City equal to the sum of the amounts calculated under Section 3.1(a) and (b) (the “*Monthly Fee*”)

(a) Existing customer connections (“*Existing Connections*”) on June 6, 2012 (the “*APA Effective Date*”). The Monthly Fee for Existing Connections during the Initial Period (as defined in Section 3.5) shall be \$7.50 per residential service connection or residential service connection equivalent within the Purchased Area which was in existence on the APA Effective Date.

(b) Attached hereto is list of connections for which the Buyer has received Post-Signing Connection Fees (as defined in the APA), as contemplated by Section 5.1(h) of the APA (the “*Early Connections*”). Notwithstanding anything in Section 3.1(a) to the contrary, during the Interim Period, the Monthly Fee for the Early Connections and new customer connections after the APA Effective Date shall be Seventeen Dollars (\$17.00) per residential service connection or residential service connection equivalent. Commencing with the GAP Period (as defined in Section 3.3), the Monthly Fee for the Early Connections and new customer connections after the APA Effective Date shall be equal to the GAP Fee, as determined in accordance with Section 3.3 for all connections.

(c) The aggregate Monthly Fee paid during any calendar month of this Agreement shall be based upon the prior month’s connections.

3.2 PRC shall notify the City of any new residential customers within 10 business days of such new residential customer being connected to the PRC System. In addition, PRC shall notify the City prior to accepting any new commercial or industrial customers which must be approved by the City using its reasonable commercial discretion.

3.3 Notwithstanding anything herein to the contrary, if on the expiration of the Interim Period, this Agreement has not been terminated pursuant to Article IV, then (i) for the period commencing with the first calendar month following the expiration of the Interim Period and continuing to the end of the sixth calendar month following the expiration of the Interim Period (the “*Gap Period*”), the Monthly Fee shall be changed to an amount equal to \$17.00 per residential service connection or residential service connection equivalent (the “*Gap Fee*”), and (ii) if the Agreement has not been terminated pursuant to Article IV upon the expiration of the Gap Period and the parties have not been able to negotiate a mutually agreeable Monthly Fee, the Monthly Fee shall be changed to an amount equal to the City’s then stated published monthly

rate for wastewater treatment services which published rate may be changed from time to time by the City in accordance with its customary procedures. City agrees to provide PRC at least ninety (90) days notice of any change in its published monthly wastewater treatment rate. The City's current published monthly wastewater treatment rate is set forth on the schedule attached hereto as Exhibit "B". For the purpose of calculating the charge contemplated by this Section 3.2, the Parties shall locate and install (at PRC's expense) a mutually approved meter to measure the flow of wastewater from the Purchased Area to the Facility.

3.4 Payment for all City charges applicable to the wastewater treatment and disposal of the PRC System under this Agreement shall be made to the City on a monthly basis during the term of this Agreement within thirty (30) days of receipt of invoice, or as otherwise mutually established by the Parties.

3.5 Construction of Pipeline. From and after the date hereof, PRC shall use its commercially reasonable efforts to obtain the Construction Authorizations (as defined herein) and complete construction of an infrastructure pipeline to connect the Purchased Area to the wastewater collection system and plant of Palmetto Utilities, Inc., an affiliate of PRC, on or before the expiration of the Interim Period (the "PRC Pipeline"). The Parties acknowledge that commencement of the construction of the PRC Pipeline will be conditioned upon PRC receiving the reasonable cooperation of the City, State and Richland County, and various regulatory agencies, and such governmental bodies and agencies granting various construction authorizations and permits to PRC with respect to the construction of the PRC Pipeline (collectively, the "Construction Authorizations"). As used herein, the term "Interim Period" shall commence on the Closing (as defined in the APA) and end on the thirty-six month anniversary date of the Closing.

3.6 PRC's Maintenance and Related Obligations. During the term of this Agreement, PRC shall be responsible for the operation and maintenance of the PRC System, including without limitation, the maintenance and operation of the lift stations included in the Assets. PRC will also be responsible for all billing and collection related to the operation of the PRC System as well as maintaining insurance for the PRC System of levels and types consistent with its normal business practices. Without limiting the generality of the foregoing, PRC will be responsible for maintaining the gravity and force mains, laterals, pump stations and manholes of the PRC System, all in a manner consistent with all applicable laws and regulations (including those of DHEC) but subject to any right of recovery of PRC from the Seller pursuant to Section 8 of the APA. **For the purpose of allowing PRC to fulfill its obligations under this Section 3.6, the City shall provide PRC with reasonable access to maps, engineering records, and other similar records of the City or other third parties under its control and to relevant sewer collection facilities and assets of the City.** Without the consent of the City, which consent shall not be unreasonably withheld, PRC shall not dismantle or decommission any lift stations of the PRC System during the term of this Agreement to the extent the same had been utilized by the City in the operation of the City System prior to the date of this Agreement. In addition, if PRC bypasses any lift stations during the term of this Agreement, it shall use reasonable commercial efforts to bypass such stations so as to permit the efficient reconnection of such lift stations if the need arises. During the term of this Agreement, PRC shall use commercially reasonable efforts to ensure that all of its customers comply with the applicable Codes of Ordinances of the City regulating wastewater services ("Ordinances") as they may be changed from time to time and the

City's Industrial Pretreatment Program ("*Program*") as such program may change from time to time. In addition, PRC shall be responsible for paying any fines to the City in the same amounts and under the same terms as set out in the Ordinances and Program as any other customer of the City should PRC violate the terms of such Ordinances or Program.

3.7 City's Maintenance Obligations. The City shall be responsible for maintaining and operating the Facility and the Transportation System in compliance with all applicable laws or regulations (including those of DHEC) relating to the operation of the Facility and consistent with its past practices, and subject to the requirements of the Bond Ordinance. The City shall also be responsible for the maintenance and operation of the pipeline connecting the Master Lift Station to the Facility (which pipeline shall be deemed to constitute a part of the Facility), subject to the requirements of the Bond Ordinance.

#### ARTICLE IV

##### TERM OF AGREEMENT

4.1 This Agreement shall remain in full force and effect until thirty (30) days following the first to occur of (i) the completion of the PRC Pipeline and the receipt of any necessary operating permits from DHEC and any other required governmental approvals or authorizations, or (ii) PRC otherwise notifying the City by written notice, that it no longer desires service under this Agreement.

#### ARTICLE V

##### ADDITIONAL PROVISIONS

5.1 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and PRC. This Agreement may only be amended, by a mutual agreement of the Parties hereto, which amendment shall be reduced to writing and executed with the same formalities as the execution of this Agreement.

5.2 This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina.

5.3 Any notice, request, instruction, correspondence or other document required to be given hereunder by either Party to the other ("*Notice*") shall be in writing and delivered in person or by courier service requiring acknowledgment of delivery or mailed by certified mail, postage prepaid and return receipt requested, or by fax, as follows:

If to Buyer, addressed to:

Palmetto of Richland County LLC  
1710 Woodcreek Farms Rd.  
Elgin, SC 29045  
Attention: Ed Wallace  
Fax: (803) 699-2423

With a copy to:

Gardere Wynne Sewell LLP  
1000 Louisiana, Suite 3400  
Houston, Texas 77002-5007  
Attention: Daniel Cohen  
Fax: (713) 276-6860

If to Seller, addressed to:

City of Columbia  
P. O. Box 147  
Columbia, SC 29217  
Attn: City Manager  
Fax: (803) 255-8922

With a copy to:

City of Columbia – Legal Department  
P.O. Box 667  
Columbia, SC 29202  
Attention: City Attorney  
Fax: (803) 737-4250

And

Haynsworth Sinkler Boyd, P.A.  
1201 Main Street, Suite 2200  
Columbia, South Carolina 29201  
Attn: Randolph B. Epting  
Fax: (803) 765-1243

Notice given by personal delivery or courier service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States postal service. Notice given by fax shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received before the recipient's

normal business hours. All Notices by fax shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

5.4 If for any reason during the term of this Agreement, any local, state or federal agency shall fail or refuse to issue the necessary permits, grant necessary approvals, or require any change in the operation of the treatment, transmission and distribution systems by the Parties hereto, then, to the extent that such requirements shall affect the ability of either Party to perform any of the terms and conditions of this Agreement, the affected Party shall be excused from the performance thereof.

5.5 Each Party shall remain liable for its own negligence or omissions (*i.e.* for PRC, subject to the provisions of Section 3.6, the operation and maintenance of the PRC System, and for the City, the operation and maintenance of the Facility and the Transportation System), and by entering into this Agreement, the City has not waived its right of sovereign immunity beyond the statutory limits as set out in §§15-78-10, *et seq.* of the Code of Laws of South Carolina.

5.6 This Agreement is solely for the benefit of the Parties signing hereto, their successors and assigns, and no right nor cause of action shall accrue upon or by reason hereto to or for the benefit of any third party not a signatory hereof.

5.7 This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties hereto, except as may be expressly limited herein.

5.8 All rights, remedies and powers granted to PRC or the City herein shall be cumulative and may be exercised singly or concurrently. In the event a dispute arises between PRC and the City relating to the performance of the respective obligations under this Agreement, both Parties may utilize all remedies authorized by law.

5.9 Each Party hereto shall keep, observe and perform all requirements of local, state and federal laws, rules, regulations, or ordinances applicable to this Agreement while it is in force and effect.

5.10 The failure of either Party hereto to enforce any of the provisions of this Agreement or the waiver thereof, in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall, nevertheless, be and remain in full force and effect.

5.11 Where any consent, approval or standard is required by the Parties hereto pursuant to the terms of this Agreement, then the applicable standard for determination shall be on a reasonable basis.

5.12 The headings used in this Agreement are for reference only, and will not be relied upon nor used in the interpretation of same.

5.13 This Agreement and any addendum pertaining hereto, as may be executed by the Parties, represents the entire understanding between the Parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the

Parties. Any prior agreements or understanding dealing basically with the same subject matter of this Agreement shall be superseded by this Agreement and no longer of force and effect. Neither Party hereto shall be bound by any supplement hereto unless it is signed by an authorized representative of each of the Parties.

5.14 No assignment, delegation, transfer or novation of this Agreement or part hereof, shall be made by either Party without the consent of the other Party; *provided however*, PRC shall be entitled to assign its rights and obligations under this Agreement to an affiliate or an entity that acquires substantially all of its assets, in either case, if the assignee assumes the obligations of PRC under this Agreement.

5.15 Intentionally left blank.

5.16 Dispute Resolution. In the event that a dispute arises out of or in connection with this Agreement (a "*Dispute*"), such Dispute shall be resolved in accordance with the procedures specified in this Section 5.16, which shall be the sole and exclusive procedures for the resolution of any Disputes.

(a) Either Party may request in writing to settle a Dispute by mediation. The mediator shall be a certified mediator experienced in commercial transactions of the nature described in this Agreement. Unless otherwise agreed, the mediation shall take place in Columbia, South Carolina. Each Party shall share equally in the expenses of mediation, provided that each Party shall be responsible for its own attorneys' fees and cost incurred with respect to such mediation. Neither Party shall commence any court proceedings, other than for injunctive or other similar equitable relief, unless and until either (i) the mediation has not been successful within sixty (60) days of being requested or (ii) the other Party refuses to participate in mediation.

(b) SUBJECT TO THE MEDIATION PROVISION ABOVE, THE CIRCUIT COURTS LOCATED IN RICHLAND COUNTY, SOUTH CAROLINA SHALL HAVE EXCLUSIVE JURISDICTION OVER ANY DISPUTE.

(c) In the event that any Party (the "Defaulting Party") defaults or is in breach of any of its obligations under this Agreement and, as a result thereof, the other Party (the "Nondefaulting Party") seeks to legally enforce its rights hereunder against the Defaulting Party, then, in addition to all damages and other remedies to which the Nondefaulting Party is entitled by reason of such default or breach, the Defaulting Party shall promptly pay to the Nondefaulting Party an amount equal to all costs and expenses (including reasonable attorneys' fees and attorney fees in connection with determining the amount of attorney fees) paid or incurred by the Nondefaulting Party in connection with such enforcement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PALMETTO OF RICHLAND COUNTY LLC

CITY OF COLUMBIA,  
SOUTH CAROLINA

By: Edward R Wallace Sr

By: Teresa B. Wilson

Name: Edward R Wallace Sr

Name: Teresa B. Wilson

Title: President

Title: City Manager

Exhibit A  
Purchased Area

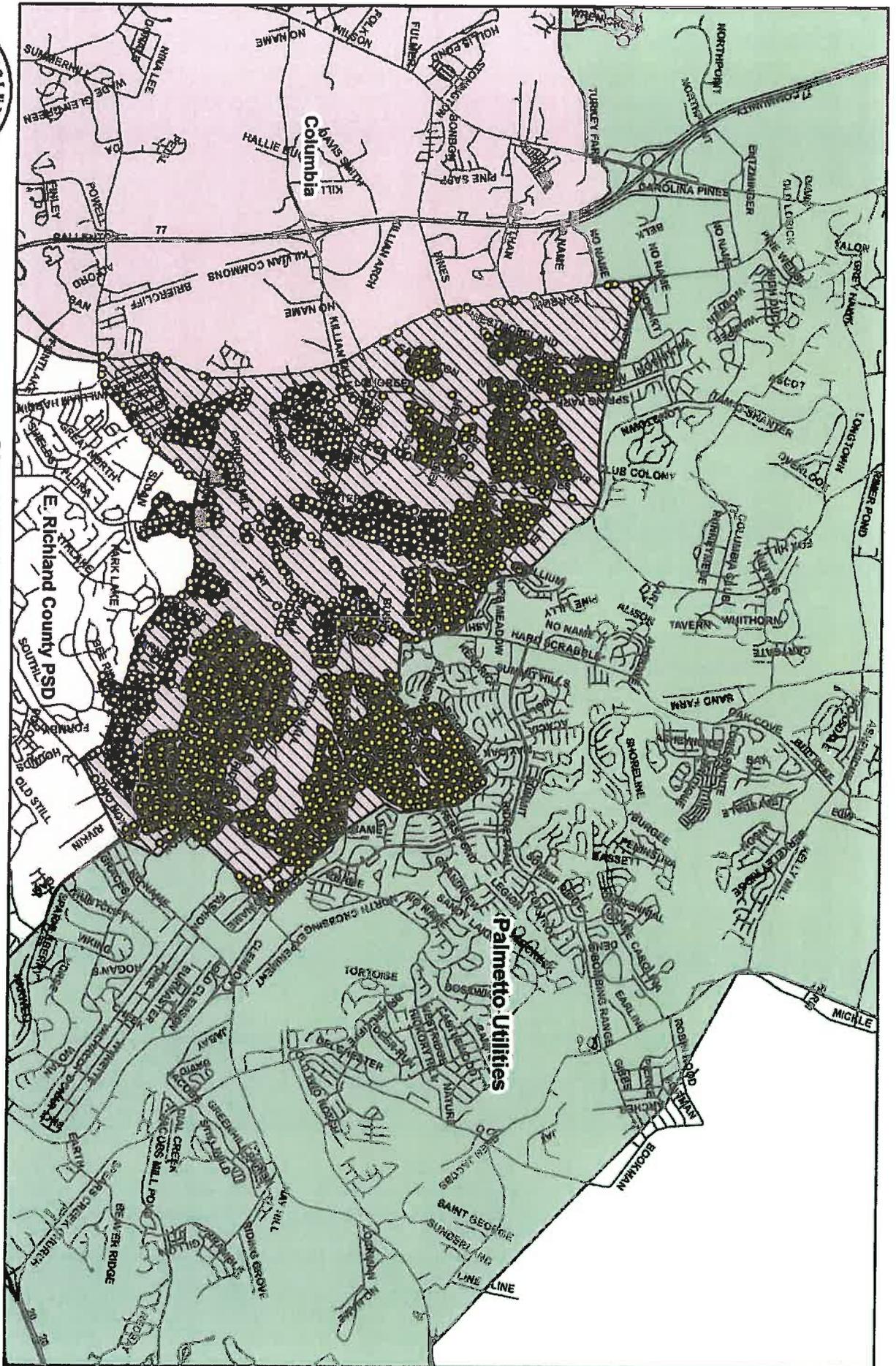
See attached Exhibits A and B





**City of Columbia**  
**Proposed Service Area Transfer**  
**Exhibit A**

○ Customers in the Columbia 208 Area  
 ▨ Extended Area



**DISCLAIMER**  
 THE CITY OF COLUMBIA, SC HAS MADE REASONABLE EFFORT TO VERIFY THE ACCURACY OF THIS MAP. HOWEVER, A DEGREE OF ERROR IS INHERENT IN ALL MAPS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. THE CITY OF COLUMBIA, SC DOES NOT WARRANT THE ACCURACY OF THIS MAP. THE CITY OF COLUMBIA, SC DOES NOT WARRANT THE ACCURACY OF THIS MAP. THE CITY OF COLUMBIA, SC DOES NOT WARRANT THE ACCURACY OF THIS MAP.

CEC ENGINEERING DIVISION / MAY 2019

Exhibit B

Current Published Rates

Sec. 23-149. - Sewer service rates. 

(a)

*Generally.* Except as otherwise provided by contract, the monthly sewer service charge shall be as follows:

Size of Meter (inches)	In City	Out of City
5/8	\$6.00	\$10.20
1	6.00	10.20
1½	6.00	10.20
2	9.60	16.32
3	19.20	32.64
4	30.00	51.00
6	60.00	102.00
8	96.00	163.20
10	150.00	255.00

Monthly Water Use (cubic feet)	Monthly Sewer Service Charge	
	In City	Out of City
Each 100 cubic feet	2.90	4.93

(b)

*Consumers using water cooling towers for air conditioning.* Consumers using water cooling towers for air conditioning systems shall be given a credit of 30 cubic feet per ton per month during the service periods commencing in the months of April through October. The minimum charge shall be:

Size of Meter (inches)	In City	Out of City
5/8	\$9.73	\$12.37
1	13.72	18.11
1½	17.70	23.85
2	25.66	35.31
3	41.59	58.25
4	73.44	104.13
6	153.06	218.84
8	216.75	310.60
10	477.50	686.26

(c)

*Limitation on charge on single-family residences.* Maximum sewer charge on single-family residences during the service periods commencing in the months of April through October will be 1,400 cubic feet.

(d)

*Apartments and trailer parks.* Sewer rates for apartment buildings and trailer parks shall be the base rate of a single-family residence per dwelling unit plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(e)

*Hotels, motels, dormitories and roominghouses.* Sewer rates for hotels, motels, dormitories and roominghouses shall be one-half the base rate of a single-family residence per room plus a base fee based on meter connection size plus the rate per 100 cubic feet as reflected by water consumption.

(f)

*Contaminated groundwater.* Separate meters for discharges of contaminated groundwater are required. In city or out of city customers discharging contaminated ground water shall pay the out of city base monthly sewer service charge times one and one-half plus the out of city monthly sewer service charge for each 100 cubic feet times one and one-half.

(Code 1979, § 5-4005; Ord. No. 94-27, 6-8-94; Ord. No. 97-57, 9-17-97; Ord. No. 98-40, 6-17-98; Ord. No. 2000-042, 6-19-00; Ord. No. 2000-063, 9-6-00; Ord. No. 2005-057, 6-22-05; Ord. No. 2006-046, 11-8-06; Ord. No. 2007-044, 6-27-07; Ord. No. 2008-039, 6-18-08; Ord. No. 2010-089, 6-23-10; Ord. No. 2011-027, 6-21-11; Ord. No. 2012-050, 6-26-12; Ord. No. 2012-077, 8-21-12; Ord. No. 2012-099, 10-16-12)

Early Connections

Attached List plus any connections made on March 20, 2013 with adjustment made pursuant to Section 6 of the Closing Letter Agreement of even date herewith

CUST_CODE	PREMISES	ADDRESS	tap and expansion fees collected	CITY	ST	ZIP	TAP
9154954	2074366	709 CLUB COTTAGE DR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
9221143	2074962	66 BALLYMORE CT	\$2,940.00	COLUMBIA	SC	29229	SWTF
9257511	2073914	424 BEAUMONT PARK CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
9257511	2073916	428 BEAUMONT PARK CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
9270950	2069467	3081 LONGTOWN COMMONS DR	\$2,940.00	COLUMBIA	SC	29229	SWTF
9274686	2072047	10730 FARROW RD	\$7,880.00	BLYTHEWOOD	SC	29016	SWTF
9274937	2072168	432 BEAUMONT PARK CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
9277394	2073224	124 W COLUMBIA CLUB DR	\$3,940.00	BLYTHEWOOD	SC	29016	SWTF
9282003	2076309	416 CARTGATE CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
9282808	2076847	9852 FARROW RD	\$39,400.00	COLUMBIA	SC	29203	SWTF
15260050	2072377	333 HESTER CT	\$2,940.00	COLUMBIA	SC	29223	SWTF
15260050	2072769	280 BIG GAME LOOP	\$2,940.00	COLUMBIA	SC	29229	SWTF
15260050	2075857	113 HESTER WOODS DR	\$2,940.00	COLUMBIA	SC	29223	SWTF
15336030	2072409	552 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2072561	300 BOURNEMOUTH WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2072959	87 EDGEROW CT	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2072961	375 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2072415	316 BOURNEMOUTH WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF

15336030	2072956	215 BARNETBY WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2072960	423 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2073371	304 BOURNEMOUTH WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2073378	95 EDGEROW CT	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2074837	2012 WILKINSON DR	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2074987	564 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2075348	562 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2075978	418 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076127	312 BOURNEMOUTH WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2075977	75 EDGEROW CT	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076128	526 PATERDALE LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
15336030	2076161	406 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076490	501 PATERDALE LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
15336030	2076163	383 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2077391	410 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076610	422 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076789	486 GLACIER WAY	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076796	580 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076797	582 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2076946	79 EDGEROW CT	\$2,940.00	COLUMBIA	SC	29229	SWTF
15336030	2077392	431 WESTMORELAND RD	\$2,940.00	COLUMBIA	SC	29229	SWTF
17060024	2074510	514 WATER WILLOW WAY	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2074537	206 PEGONIA LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2075258	506 WATER WILLOW WAY	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF

17060024	2075257	397 N HIGH DUCK TRL	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2075259	207 PEGONIA LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2075260	211 PEGONIA LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2075261	215 PEGONIA LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17060024	2077413	219 PEGONIA LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2072617	573 BRIAR JUMP LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2073040	574 BRIAR JUMP LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2073162	61 KIRKBRIDE CT	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2073164	51 WEATHERBY CT	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2073727	569 BRIAR JUMP LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2073041	565 BRIAR JUMP LN	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2075589	500 CARTGATE CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2075590	156 FRASIER FIR LN	\$2,940.00	COLUMBIA	SC	29229	SWTF
17118062	2076315	240 BIG GAME LOOP	\$2,940.00	COLUMBIA	SC	29229	SWTF
17118062	2076316	260 BIG GAME LOOP	\$2,940.00	COLUMBIA	SC	29229	SWTF
17118062	2077001	48 THISTLE WOOD CT	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2077006	316 CARTGATE CIR	\$2,940.00	BLYTHEWOOD	SC	29016	SWTF
17118062	2077217	108 BIG GAME LOOP	\$2,940.00	COLUMBIA	SC	29229	SWTF
17118062	2077237	304 OSTRICH CIR	\$2,940.00	COLUMBIA	SC	29229	SWTF
		2000 Wilkinson Dr	\$2,940.00				
		390 Westmoreland Rd	\$2,940.00				
		379 Westmoreland Rd	\$2,940.00				
		208 Wilkinson Dr	\$2,940.00				
		431 Beaumont Park Cir	\$2,940.00				

	60 Fishhook Ct	\$2,940.00			
	296 Big Game Loop	\$2,940.00			
	176 Thomaston Dr	\$2,940.00			
	131 Frasier Fir Ln	\$2,940.00			
	132 Bardwell Way	\$2,940.00			
	60 Kirkbride Ct	\$2,940.00			
	56 Weatherby Ct	\$2,940.00			
		\$257,020.00			

	\$2,940.00	427 Westmoreland Road	2/1/2013
Shereka Johnson	\$2,940.00	176 Churchland Drive	2/1/2013
Byron Greene	\$2,940.00	308 Cartgate Court	2/1/2013
Shereka Johnson	\$2,940.00	47 Ravenglass Way	2/1/2013
Shereka Johnson	\$2,940.00	104 Runneymede Drive	2/5/2013
Lori Yant	\$2,940.00	2000 Wilkinson Drive	2/6/2013
Lori Yant	\$2,940.00	311 Bournemouth Way	2/6/2013
Lori Yant	\$2,940.00	219 Barnetby Way	2/6/2013
Lori Yant	\$2,940.00	230 Longtown Place Drive	2/19/2013
Lori Yant	\$2,940.00	58 Ballymore Court	2/19/2013
Lori Yant	\$2,940.00	230 Longtown Place Drive	2/19/2013
Lori Yant	\$2,940.00	58 Ballymore Ct.	2/19/2013
Lori Yant	\$2,940.00	387 Westmoreland Rd.	2/22/2013
Lori Yant	\$2,940.00	237 Kenmore Park Dr.	2/22/2013
Shereka Johnson	\$2,940.00	219 Deer Creek Dr.	2/26/2013
Shereka Johnson	\$2,940.00	215 Big Game Loop	2/26/2013

Shereka Johnson	\$2,940.00	167 Big Game Loop	2/26/2013
Shereka Johnson	\$2,940.00	143 Big Game Loop	2/26/2013
Shereka Johnson	\$2,940.00	177 Thomaston Dr.	2/27/2013
Shereka Johnson	\$2,940.00	173 Thomaston Dr.	2/27/2013
Lori Yant	\$2,940.00	586 Westmoreland Rd.	2/28/2013
Lori Yant	\$2,940.00	501 Briar Jump Ln.	3/5/2013
Lori Yant	\$2,940.00	268 Big Game Loop	3/5/2013
Lori Yant	\$2,940.00	201 Club Colony Dr.	2/25/2013
Lori Yant	\$2,940.00	6 Wynford Pl.	2/25/2013
Lori Yant	\$2,940.00	303 Club Colony Cir.	3/18/2013
total so far	\$76,440.00		

## Exhibit B

RESOLUTION NO.: R-2016-037

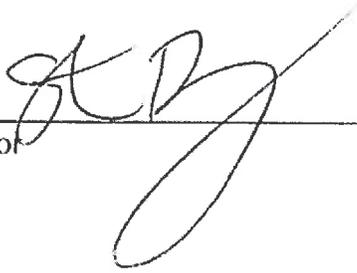
*Authorizing the City Manager to execute and ratifying the execution of an Agreement for Wastewater Treatment and Disposal by and between the City of Columbia and Palmetto of Richland, LLC*

ORIGINAL  
STAMPED IN RED

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this 7th day of June, 2016, that the City Manager is hereby authorized to execute and does hereby ratify the execution of the attached Agreement for Wastewater Treatment and Disposal by and between the City of Columbia and Palmetto of Richland, LLC, or on a form approved by the City Attorney, for the uses and purposes therein mentioned.

Requested by:

Assistant City Manager Gentry

  
\_\_\_\_\_  
Mayor

Approved by:

  
\_\_\_\_\_  
City Manager

Approved as to form:

  
\_\_\_\_\_  
City Attorney

ATTEST:

  
\_\_\_\_\_  
City Clerk

Introduced: 6/7/2016  
Final Reading: 6/7/2016

**FIRST AMENDMENT TO  
AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL**

**THIS FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TREATMENT AND DISPOSAL** (the "*First Amendment*") is made and entered into by and between **CITY OF COLUMBIA, South Carolina**, a municipal corporation organized and existing under the laws of the State of South Carolina ("*City*") and **PALMETTO OF RICHLAND COUNTY LLC ("*PRC*")**, a limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in the State of South Carolina, collectively the "*Parties*".

**WHEREAS**, the Parties executed an Agreement for Wastewater Treatment and Disposal dated March 21, 2013 (the "*Original Agreement*"); and

**WHEREAS**, capitalized terms used herein but not defined herein, shall have the meaning ascribed to such terms in the Original Agreement; and

**WHEREAS**, PRC has not completed and will not complete the PRC Pipeline by the end of the Gap Period as anticipated on the execution of the Original Agreement; and

**WHEREAS**, the Parties wish to amend the Original Agreement to provide for more favorable pricing to PRC than set forth in the Original Agreement for a period after the expiration of the Gap Period upon the terms and subject to the conditions set forth in this First Amendment; and

**WHEREAS**, PRC is willing to construct the PRC Pipeline along the "Northern Route" (as referenced below), which will (i) cost substantially more than the originally-contemplated route, and (ii) open up new portions of Richland County for water and wastewater services to both PRC and the City;

**NOW THEREFORE**, in consideration of the above, and the conditions, covenants and obligations between the Parties as outlined further herein, the sufficiency of which is accepted by the Parties hereto, the Parties agree as follows:

1. PRC shall construct the PRC Pipeline substantially along the route indicated on *Exhibit A* as the "Northern Route". In the event that PRC informs the City that it will not be able to construct the PRC Pipeline as contemplated herein, then this Amendment shall terminate and be null and void. No less frequently than once each calendar quarter, PRC shall provide to the City the then current status of the construction of the PRC Pipeline. Such status report shall include the status of right of way acquisitions and PRC Pipeline construction. The report shall also include PRC's good faith estimate of a completion date of the PRC Pipeline.

2. Water Related Matters.

(a) Neither PRC nor any of its Affiliates (as defined herein) shall offer water service to (i) any customer which is being directly or indirectly provided water by the City as of the date hereof or (ii) any customer in the blue territory shown on the attached *Exhibit B* (excluding any

customers served by an entity other than the City or by an entity purchasing water from the City to serve such customers).

(b) “Affiliate” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. “Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

(c) For avoidance of doubt, this Section 2 shall not preclude the acquisition of water customers by PRC via the acquisition of a non-Affiliate of PRC that is providing water to customers within the blue territory shown on the attached Exhibit B, provided that the water being provided by such non-Affiliate of PRC is not being purchased from the City.

3. Section 3.3 of the Original Agreement shall be amended and restated to read as follows:

### 3.3 Revised Monthly Fees and Related Matters

(a) Notwithstanding anything herein to the contrary, (i) if on the expiration of the Interim Period, this Agreement has not been terminated pursuant to Article IV, then for the period commencing with the first calendar month following the expiration of the Interim Period and continuing to the end of the sixth calendar month following the expiration of the Interim Period (the “Gap Period”), the Monthly Fee shall be changed to an amount equal to \$17.00 per residential service connection or residential service connection equivalent (the “Gap Fee”), and (ii) if the Agreement has not been terminated pursuant to Article IV upon the expiration of the Gap Period, the Monthly Fee shall be changed to an amount equal to 70% of the City’s then published rate to treat “Out of City” sewer per 100 cubic feet of wastewater treated by the City. (The current published charge is \$5.83 per 100 hundred cubic feet.) The charge per 100 cubic feet shall be established at the end of the Gap Period and shall remain the same through September 30, 2017 (the “Extension Period”). At the end of the Extension Period, the Monthly Fee shall be changed to an amount equal to 100% of the City’s then published rate to treat “Out of City” sewer per 100 cubic feet of wastewater treated by the City, as such published rate shall change from time to time.

(b) Beginning with the rate being charged during the Extension Period, the City agrees to provide PRC at least ninety (90) days’ notice of any change in its published monthly wastewater treatment rate. The published sewer service rates include a charge per size of meter per month (the “Fixed Charge”). For avoidance of doubt, this Fixed Charge shall not be due from PRC to the City.

(c) For the purpose of calculating the charge contemplated by this Section 3.3, the Parties shall locate and install (at PRC's expense) a mutually approved meter to measure the flow of wastewater from the Purchased Area to the Facility.

4. Section 5.3 of the Original Agreement shall be amended to provide the following notice provision for Buyer:

If to Buyer, addressed to:

Palmetto of Richland County LLC  
1710 Woodcreek Farms Rd.  
Elgin, SC 29045  
Attention: Mark Daday  
Fax: (803) 699-2423

With a copy to:

Pacolet Milliken Enterprises, Inc.  
550 S. Main Street, Suite 601  
Greenville, SC 29601  
Attn: William P. Crawford, Jr.  
Fax: (864) 342-6416

5. Except as provided herein, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Wastewater Treatment and Disposal as of the latest date written below.

PALMETTO OF RICHLAND COUNTY LLC

CITY OF COLUMBIA,  
SOUTH CAROLINA

By: Mark Daday  
Name: Mark Daday  
Title: CFO  
June \_\_, 2016

By: Teresa B. Wilson  
Name: Teresa B. Wilson  
Title: City Manager  
June 9, 2016

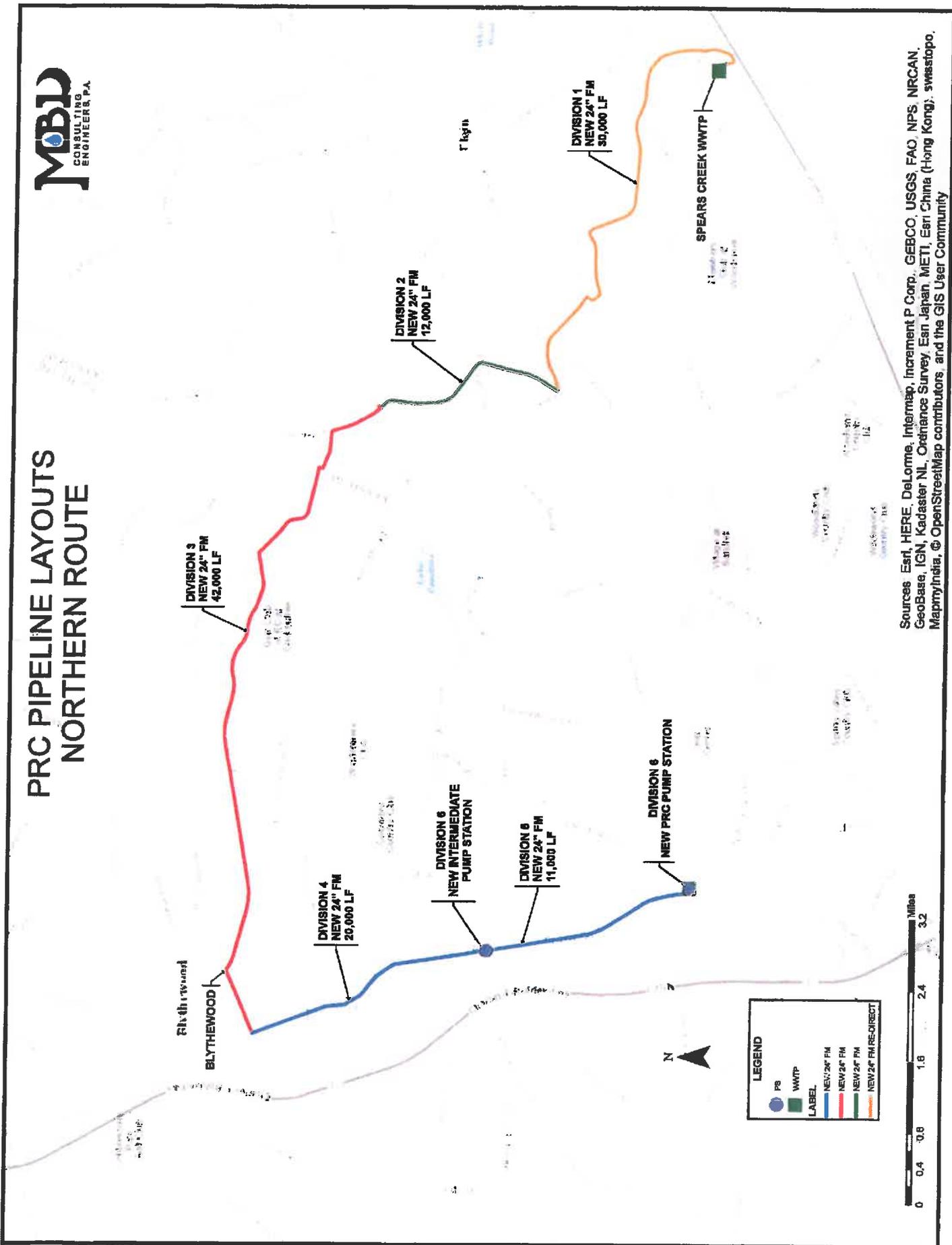
APPROVED AS TO FORM

Jane Lisowski  
Legal Department City of Columbia, SC

**Exhibit A**  
**Northern Pipeline Route**

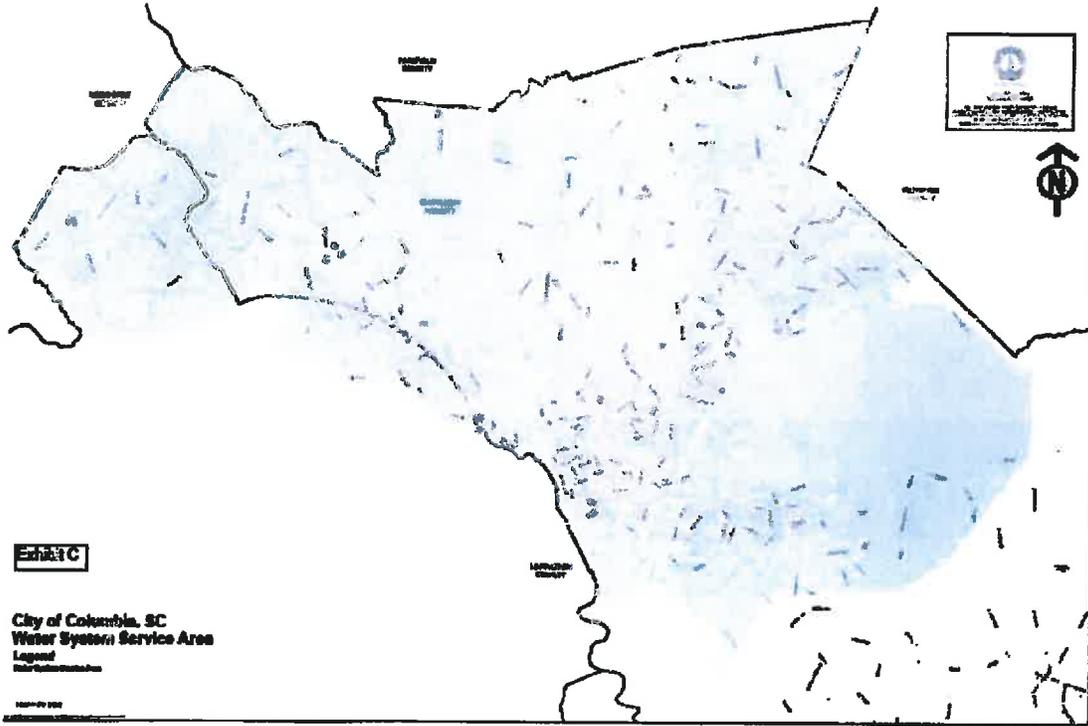
**See attached.**

# PRC PIPELINE LAYOUTS NORTHERN ROUTE



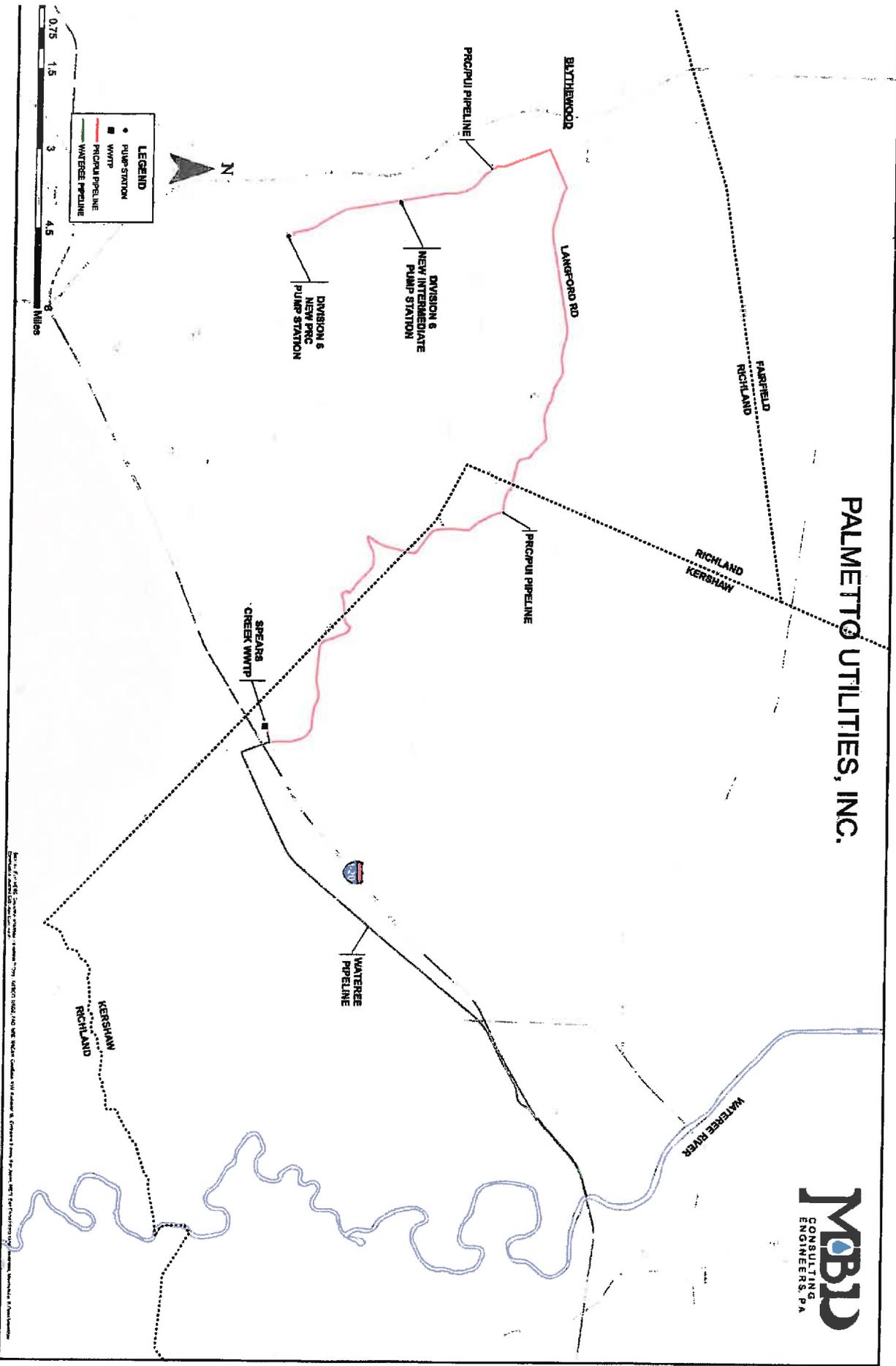
Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**Exhibit B**  
**Water Customer Territory**



**Exhibit C**

# PALMETTO UTILITIES, INC.



## Exhibit D

## Memorandum

TO: Warren Harley

FROM: William Crawford  
Pacolet/Palmetto Utilities

RE: Amendment to 2006 Upper Wateree Agreement

Date: September 2, 2016

---

Warren – attached to this Memorandum is a copy of the proposed Amendment to the 2006 Upper Wateree Agreement (the “2006 Wateree Agreement”), as well as a copy of a map of the Palmetto of Richland County (“PRC”) service area (which is an attachment to the Amendment). As you know, the 2006 Wateree Agreement was an agreement entered into by Richland, Kershaw, Camden, DHEC, Santee Lynches COG, Central Midlands COG and Palmetto Utilities regarding various wastewater matters in northeast Richland County.

This Amendment makes it abundantly clear that it is permissible under the 2006 Agreement to bring the PRC flow to Palmetto’s Spears Creek Plant. Palmetto has signed this Amendment, and we request that Richland County approve it as well. (We expect both Kershaw and Camden to consider and approve the Amendment around September 15.)

It is the position of both DHEC and Palmetto that this Amendment is not technically required. However, due to some ambiguity in the language of the 2006 Agreement, Kershaw County wants a formal amendment approved.

Ironically, the Amendment doesn’t change anything from Richland’s perspective. Taking the PRC’s flow to the Spears Creek plant was approved by the Public Service Commission (“PSC”) and DHEC in December 2012, and the Central Midlands COG approved an amendment in February 2013, making the substance of the Order a part of the Central Midlands COG’s 208 Plan.

Another way of saying it – is that Kershaw believes an amendment to the 2006 Upper Wateree Agreement is required to make it consistent with the December 2012 PSC Order and the existing Central Midlands COG 208 Plan.<sup>1</sup>

If you have any questions, please give me a call. Many thanks for your assistance.

---

<sup>1</sup> The specific disagreement is that Kershaw maintains the map attached to the existing 2006 Wateree Agreement sets forth an exclusive depiction of what areas Spears Creek can serve (and the PRC territory is not on the map). Palmetto and DHEC maintain that the map is not an exclusive listing of areas served by Spears Creek. So the parties are agreeing to amend the map to include the PRC territory.

## Exhibit E

**AMENDMENT TO AGREEMENT**

This AMENDMENT TO AGREEMENT ("Amendment") is entered into by and among the South Carolina Department of Health and Environmental Control ("DHEC"), The Central Midlands Council of Governments ("CMCOG"), Santee-Lynches Regional Council of Governments ("SLRCOG"), Palmetto Utilities, Inc. ("PUI"), Richland County ("Richland"), the City of Camden ("City"), and Kershaw County ("Kershaw").

**RECITALS:**

WHEREAS, DHEC, CMCOG, SLRCOG, PUI, Richland, City and Kershaw are parties to that certain Agreement as amended ("Agreement"), executed on May 24, 2006 and amended on March 27, 2013, pertaining to various matters involving discharges of treated wastewater into the Wateree River, the terms of which are incorporated herein by reference; and

WHEREAS, PUI proposes that wastewater from Palmetto of Richland County ("PRC"), an affiliate of PUI, be transported from PRC's assigned territory to be treated at PUI's Spears Creek wastewater treatment plant (which proposal was approved under an amendment to the CMCOG Section 208 Water Quality Management Plant); and

WHEREAS, certain of PRC's assigned territory is outside of the area/areas referenced and described in the Agreement and Attachment B to the Agreement; and

WHEREAS, Kershaw County maintains and asserts that due to the provisions of Item 18 of the Agreement and Attachment B referenced therein, an amendment to the Agreement is necessary to authorize all of PRC's flow to be transported and treated at PUI's Spears Creek wastewater treatment plant; and

WHEREAS, DHEC and PUI maintain and assert that an amendment to the Agreement is not necessary to authorize all of PRC's flow to be transported and treated at PUI's Spears Creek wastewater treatment plant; and

WHEREAS, the parties hereto acknowledge the entry into this Amendment shall not be construed to be probative or binding as to any future positions that any party may take regarding the necessity of any amendments to the Agreement; and

WHEREAS, the parties wish to resolve these matters.

**AGREEMENT:**

NOW, THEREFORE, the parties hereby enter into this Amendment as follows:

1. The area/areas described in Item 18 of the Agreement and Attachment B of the Agreement is amended to add the purple hatched area/areas described and depicted in Exhibit A attached hereto.

2. With exception of the amendment herein, nothing contained herein shall in any way alter, modify or change the terms of the Agreement as amended, which shall remain in full force and effect.
3. This Agreement is effective upon the execution by the last signatory and last date of execution.
4. This Amendment may be executed in counter parts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the dates shown below.

WITNESS/ATTEST

  
 \_\_\_\_\_  
 \_\_\_\_\_

South Carolina Department of Health  
 Environmental Control

  
 By: Jeffrey P. deBessant  
 Its: Permitting Director  
 Date: 26th Day of September, 2016

Central Midlands Council of Government

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_ Day of \_\_\_\_\_, 2016

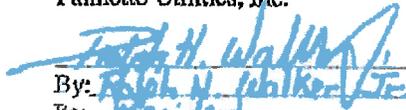
Santee-Lynches Regional Council of  
 Governments

\_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Its: \_\_\_\_\_  
 Date: \_\_\_\_\_ Day of \_\_\_\_\_, 2016

Palmetto Utilities, Inc.

  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 By: Ralph H. Walker, Jr.  
 Its: President  
 Date: 20 Day of September, 2016

**THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**

---

**IN RE: PALMETTO UTILITIES, INC. / SPEARS  
CREEK WWTP MATTERS**

---

**CONSENT AGREEMENT**

---

This Consent Agreement (this "Agreement") is entered into between the Department of Health and Environmental Control ("DHEC"), Palmetto Utilities, Inc. ("PUI") and Kershaw County ("Kershaw").

This Agreement is being entered into in connection with the parties hereto seeking an amendment (the "Amendment") to the 2006 Agreement (as defined below).

**BACKGROUND AND FINDINGS OF FACT**

**2006 Agreement.** On May 23, 2006, DHEC, PUI, Kershaw, the Central Midlands Council of Governments ("CMCOG"), the Santee-Lynches Council of Governments ("SLOG"), Richland County ("Richland") the City of Camden entered into an agreement (the "2006 Agreement") governing the discharge of wastewater into the Upper Wateree River.

**PRC Flow.** In June 2012, Palmetto of Richland County, LLC ("PRC") was formed to purchase certain wastewater assets from the City of Columbia ("Columbia") and was assigned certain territory reflected on Exhibit A attached hereto (the "PRC Area"). Since the PRC acquisition from Columbia (the "PRC Acquisition"), the wastewater flow associated with PRC (the "PRC Flow") has been treated at Columbia's Metro Wastewater Treatment Facility ("WWTF"), which discharges into the Congaree River. At the time of acquisition, PRC proposed that the PRC Flow be transported to PUI's Spears Creek Regional WWTF (the "Spears Creek Plant") for treatment and discharge. This proposal by PRC was authorized and approved under an amendment to the CMCOG Section 208 Water Quality Management Plan ("208 Plan"). Kershaw was not a party to any of these agreements.

**Acquisition by Pacolet.** In March 2015, Pacolet Milliken Enterprises, Inc. ("Pacolet") acquired PUI and PRC from their parent corporation, such that both PUI and PRC are now indirect, wholly-owned subsidiaries of Pacolet. (For ease of reference, "Pacolet" shall be used to refer collectively to the controlling entity of both PRC and PUI, since they are affiliated corporations and, in effect, act in concert.)

**Spears Creek Plant's Discharge.** The Spears Creek Plant has been permitted to process 6 million gallons per day ("MGD") and its effluent is being discharged to rapid infiltration basins ("RIBs") permitted at 6 MGD under DHEC State Land Application Permit No. ND006841. Kershaw has alleged

that the RIBs do not function properly and the discharges are improper for reasons set forth in its Notice of Intent to File Suit dated July 15, 2015 and Notice of Violations of July 15, 2015.

In connection with a review of the RIBs, DHEC and PUI entered into Consent Agreement 15-032-W, dated July 30, 2015 (the "RIBs Consent Agreement"), pursuant to which PUI has agreed to extensive testing regarding the functioning of the RIBs. The outcome of the extensive testing will be a DHEC-approved Corrective Action Plan for the RIBs (the "RIBs Corrective Action Plan").

Spears Creek Proposals. Over the past several months, Pacolet has proposed that the Spears Creek Plant's capacity be expanded to 12 MGD and that it be allowed to discharge 3 MGD to 6 MGD into Spears Creek, which runs next to the Spears Creek Plant ("Spears Creek Discharge"). Kershaw, among other parties, objected to the Spears Creek Discharge.

Kershaw Objections. In addition to objecting to the Spears Creek Discharge, Kershaw has filed the following actions:

1. In July 2015, it filed a notice of intent to bring a citizen suit under the Federal Clean Water Act (the "Notice of Intent to File Suit") and Notice of Violations of the Kershaw County Stormwater Discharge Ordinance.
2. In July 2016, it filed a Request for Final Review regarding Docket No. 16-RFR-30/LOA 004587 Palmetto Utilities, Inc., Pipeline Pump Sta. PBR Docket No. 16-RFR-30-31 / Permit No. 39620-WW and Docket No. 16-RFR-30-32 / Permit No. 39638-WW (collectively, the "RFRs").

Kershaw, during the course of negotiations, has noted two other principal objections and/or concerns. First, Kershaw alleges (as stated above), that the RIBs do not function properly and are not properly permitted. Also, Kershaw has consistently maintained that (i) the processing of the PRC Flow by the Spears Creek WWTP requires an amendment to the 2006 Agreement and (ii) any future inter-basin transfers ("IBTs") from areas not reflected on Exhibit B to the 2006 Agreement, similarly require an amendment to the 2006 Agreement.

Negotiations of the Parties. Since Pacolet's acquisition of PUI and PRC, Pacolet has engaged in extensive negotiations with Kershaw regarding the matters discussed herein. At times, DHEC has been present during these negotiations. During the course of these negotiations, Pacolet has agreed or affirmed the following:

1. Pacolet has agreed to cease any efforts to discharge effluent into Spears Creek,
2. Pacolet has affirmed its intention to abide by whatever conclusions DHEC reaches regarding the RIBs, including specifically, those that result from the investigations conducted pursuant to the RIBs Consent Agreement, and
3. Pacolet has agreed to construct expeditiously a pipeline to the Wateree River for discharge of the Spears Creek WWTP effluent, and once constructed, limit discharges into the RIBs to the levels dictated by DHEC.

During the course of these negotiations, both DHEC and Pacolet have stated their view that an amendment to the 2006 Agreement is not required in connection with (1) moving the PRC Flow to the Spears Creek WWTP or (2) future IBTs. However, the parties agreed that in an effort to move everything forward, they would seek the Amendment.

In recognition of the difficulty of the issues presented, all parties wish to agree to a path forward that addresses their immediate concerns, without unduly prejudicing their future positions.

#### AGREEMENTS OF THE PARTIES

##### Agreements of PUI

PUI, on behalf of itself and its affiliates (including PRC and Pacolet), agrees as follows:

1. PUI shall not pursue any efforts to discharge effluent into Spears Creek and will not request a discharge permit into Spears Creek.
2. PUI shall construct expeditiously a pipeline to the Wateree River (the "Wateree Pipeline") for discharge of the Spears Creek WWTP effluent, and once constructed, limit discharges into the RIBs to the levels dictated by DHEC. (The substance of the foregoing sentence may also be set forth more extensively in the RIBs Corrective Action Plan.)
3. In the future, PUI will not propose any IBTs (other than those represented by the PRC Area set forth on Exhibit A or (2) reflected on Exhibit B to the 2006 Agreement) without providing Kershaw reasonable advance notice.
4. PUI will approve the Amendment.
5. PUI will not process the PRC flow at the Spears Creek plant until the Wateree pipeline is completed and permitted.

##### Agreements of Kershaw

Kershaw agrees as follows:

1. Kershaw may maintain its Notice of Intent to File Suit and its Notice of Violations of the Kershaw County Stormwater Discharge Ordinance, . However, Kershaw County acknowledges the RIBs Consent Agreement and the RIBs Corrective Action Plan.
2. Kershaw agrees to terminate opposition to permits (including the RFRs), and not object to and cooperate reasonably (including by providing any necessary county consents) in connection with, (i) PUI's construction of the Wateree Pipeline (up to 12 MGD), (ii) the expansion of the treatment capacity of the Spears Creek WWTP (up to 12 MGD) and (iii) its bringing of the PRC Flow to the Spears Creek WWTP (provided that such is done in a manner consistent with this Consent Agreement and any DHEC directives).
3. Kershaw will approve the Amendment.

#### FURTHER DHEC DIRECTIVES

This Agreement may be terminated after petition to DHEC upon unanimous consent of the parties.

Nothing in this Agreement shall be construed to limit DHEC's statutory or regulatory authority, nor shall this Agreement or any term herein constitute pre-approval of any necessary permit or waiver of DHEC's review of permitting application authority for any approvals needed by the parties in the future.

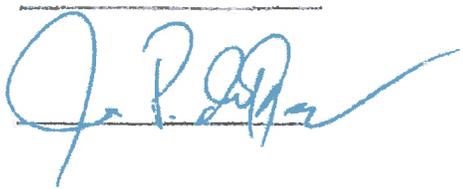
The parties are not relying upon any representations, promises, understandings or agreements except as expressly set forth within this Agreement.

The parties agree that that the "execution date" of this Agreement is the date that this Agreement is signed by the Director of Environmental Affairs for DHEC or her designee.

*[Signature Page Follows]*

SIGNATURE PAGE

For the South Carolina Department of Health and Environmental Control

\_\_\_\_\_  


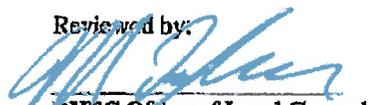
Date: \_\_\_\_\_, 2016

Date: 9/26, 2016

\_\_\_\_\_

Date: \_\_\_\_\_, 2016

Reviewed by:

  
DHEC Office of Legal Counsel  
Attorney

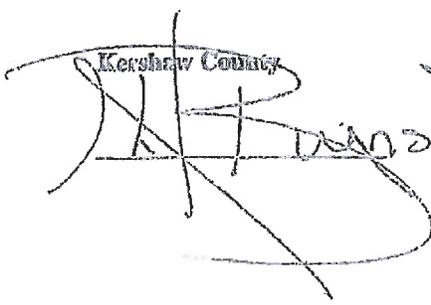
Date: 9/26, 2016

WE CONSENT AND AGREE:

Palmetto Utilities, Inc.  
On behalf of itself and its affiliates, Palmetto of  
Richland County, LLC and Pacolet Milliken Enterprises, Inc.

  
Ralph H. Walker, President (PUI and PRC)  
Executive Vice President, Pacolet Milliken Enterprises, Inc.

Date: Sept. 20, 2016

  
Kershaw County

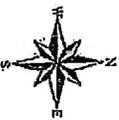
Date: Sept. 19, 2016

CONSENT AGREEMENT - EXHIBIT A



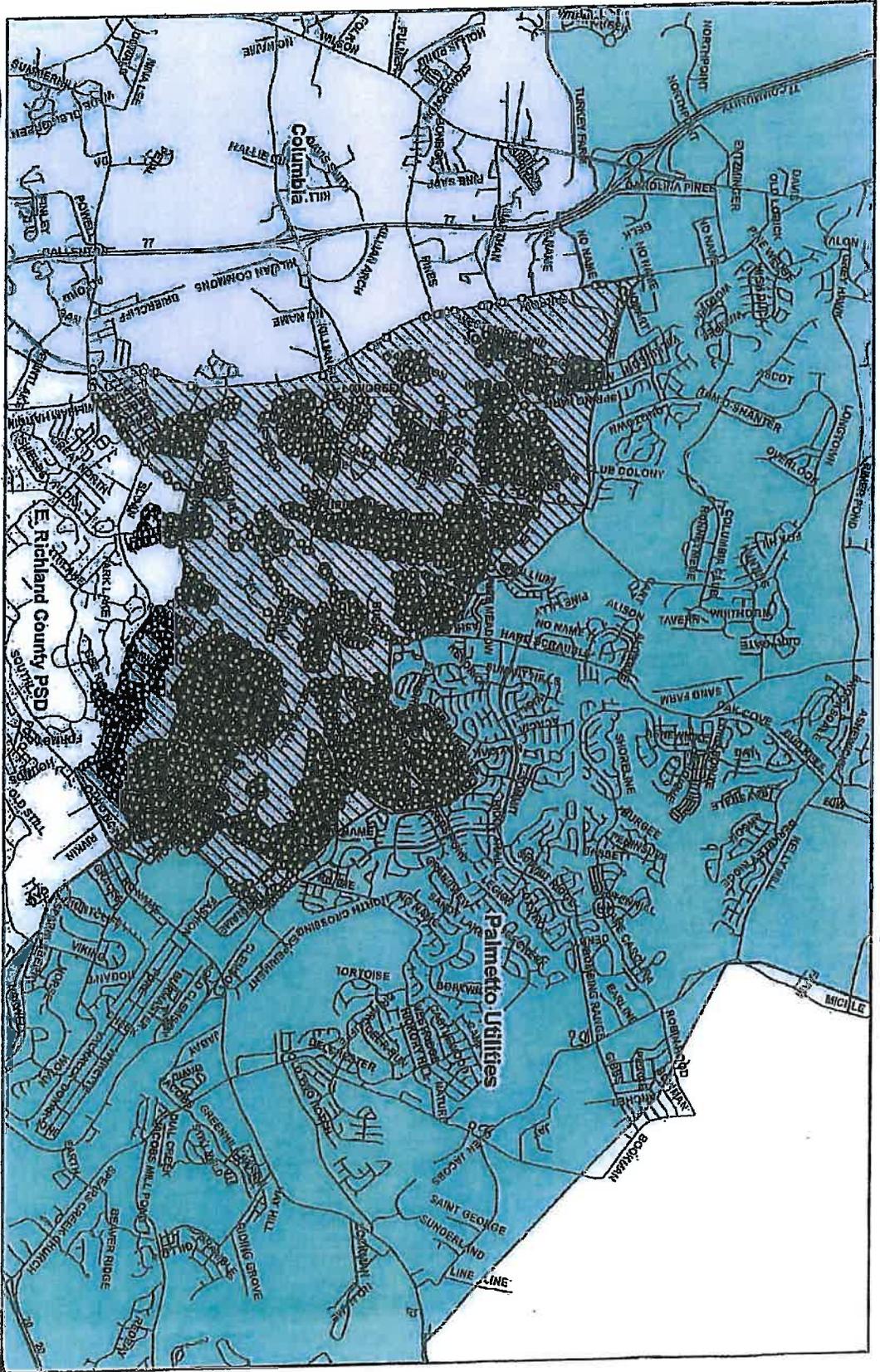
Customers in the Columbia 208 Area

**City of Columbia**  
**Proposed Service Area Transfer**  
**Exhibit A**



DISCLAIMER:  
 THE CITY OF COLUMBIA, SC HAS MADE REASONABLE EFFORT TO VERIFY THE ACCURACY OF THIS MAP. HOWEVER, AGENCY OR ERROR IS INHERENT IN ALL MAPS. THIS MAP IS NOT A CONTRACT. THE CITY OF COLUMBIA, SC MAKES NO WARRANTY, REPRESENTATION OF SOURCE DATA AND OTHER INFORMATION. THIS MAP IS DATE SPECIFIC AND SHOULD BE USED AS A REFERENCE ONLY.

DATE: 08/14/2013 10:11:12 AM



Richland County

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_ Day of \_\_\_\_\_, 2016

*Peggy Bowers*  
*Julie W. L.*

City of Camden

*Mel Pearson*  
By: *MEL PEARSON*  
Its: *CITY MANAGER*  
Date: *29* Day of *September*, 2016

*Onuri Onseifer*  
*Via Caspante*

Kershaw County

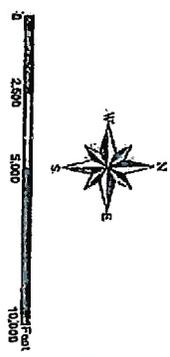
*William Burns, III*  
By: *William Burns, III*  
Its: *Chairman*  
Date: *29* Day of *September*, 2016

AMENDMENT TO AGREEMENT - EXHIBIT A



**City of Columbia**  
**Proposed Service Area Transfer**  
**Exhibit A**

-  Customers in the Columbia 208 Area
-  Extended Area



**DISCLAIMER:**  
 THE CITY OF COLUMBIA, SC HAS MADE REASONABLE EFFORT TO VERIFY THE ACCURACY OF THIS LAND INFORMATION. NEVERTHELESS, NO WARRANTY IS MADE IN ALL RESPECTS. THE CITY OF COLUMBIA, SC DOES NOT WARRANT THE ACCURACY OF SOURCE DATA AND OTHER INFORMATION. THIS MAP IS PROVIDED AS A REFERENCE ONLY AND SHOULD BE USED AS A REFERENCE ONLY.

DATE: 05/14/2013  
 DRAWN BY: DIVISION 141

