



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**JULY 18, 2012
6:00 PM**

CALL TO ORDER HONORABLE KELVIN E. WASHINGTON, SR., CHAIR

INVOCATION THE HONORABLE NORMAN JACKSON

PLEDGE OF ALLEGIANCE THE HONORABLE NORMAN JACKSON

Presentation Of Resolutions

1. a. Resolution honoring USC Basketball Coach Dawn Staley for her outstanding service and success [DICKERSON]
- b. Resolution honoring the homeowner's presidents of Pine Valley, Emerald Valley, Round Top, Cedar Creek and Bonnie Forrest for their longtime commitment and dedicated service to their communities [DICKERSON]

Approval Of Minutes

2. Regular Session: June 19, 2012 [PAGES 8-18]
3. Zoning Public Hearing: June 26, 2012 [PAGES 19-22]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

4. a. Phillip Hawkins Estate vs. Richland County Sheriff's Department
- b. Potential Purchase of Property
- c. Personnel Matters
- d. Appearance Commission Item
- e. DBE Ordinances and Program Development

- f. Fannie Mae/Freddie Mac Lawsuit

Citizen's Input

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

Report Of The County Administrator

- 6.
 - a. Richland 101 for Kids
 - b. Employee Grievance [ACTION]
 - c. Introduction of Stormwater Manager
 - d. Solid Waste Contract
 - e. Strategic Plan Update Work Session

Report Of The Clerk Of Council

- 7.
 - a. Tour of Innovista and Renaissance Redevelopment Proposed Projects

Report Of The Chairman

- 8.
 - a. Telecommunications and Technology Steering Committee
 - b. Administrator Transition Update
 - c. Personnel Matter
 - d. Proclamation honoring Tracy Swartout

Open/Close Public Hearings

- 9.
 - a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work
 - b. An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax
 - c. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto

Approval Of Consent Items

- 10. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work [**THIRD READING**] [**PAGES 29-31**]

11. An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto **[THIRD READING] [PAGES 32-56]**
12. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto **[SECOND READING] [PAGES 57-84]**
13. Direct Staff to contact Property Owners on Council Initiated Rezoning **[PAGES 85-87]** *{Forwarded from D&S Committee}*
14. John Hardee Express Way Project Funding **[PAGES 88-93]** *{Forwarded from D&S Committee}*
15. Review of the Comprehensive Plan to ensure consistency **[PAGES 94-96]** *{Forwarded from D&S Committee}*
16. Community Residential Care Facility Resolution to Richland County Legislative Delegation and SC General Assembly **[PAGES 97-102]** *{Forwarded from D&S Committee}*
17. Changes to Employee Handbook **[PAGES 103-107]** *{Forwarded from A&F Committee}*
18. Comprehensive Sidewalk Improvement Program **[PAGES 108-112]** *{Forwarded from A&F Committee}*
19. Coroner request for approval to renew contract with Knight Systems **[PAGES 113-115]** *{Forwarded from A&F Committee}*
20. Coroner request for approval to renew contract with Professional Pathology Services **[PAGES 116-118]** *{Forwarded from A&F Committee}*
21. Detention Center Medical Services Contract-Correct Care Solutions **[PAGES 119-121]** *{Forwarded from A&F Committee}*
22. Emergency Medicine Fellowship Grant Program Update **[PAGES 122-124]** *{Forwarded from A&F Committee}*
23. Funding for State Mandated Services **[PAGES 125-136]** *{Forwarded from A&F Committee}*
24. IGA Extension with City of Columbia re: Animal Shelter Operations **[PAGES 137-150]** *{Forwarded from A&F Committee}*
25. National Aviation Week Proclamation **[PAGES 151-154]** *{Forwarded from A&F Committee}*
26. Solicitor Salary Rollover Request to Provide Employer contributions for Assistant Solicitor

Third Reading Items

27. An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto [PAGES 160-181]

Second Reading Items

28. 12-14MA
Marion Bouknight
Lee Blythe
RU to RS-MD
Old Tamah Rd. & Shady Grove Rd.
03500-04-08(p)/24(p) [PAGES 182-184]
29. 12-22MA
Jonathan Giles
Robert Giles
RM-HD to NC (.33 Acres)
1157 & 1159 Olympia Ave.
11203-01-03& 04 [PAGES 185-186]
30. An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax [PAGES 187-189]

Report Of Economic Development Committee

31. Memorandum of Understanding between Richland County and the Minority Business Development Agency [PAGES 190-192]

Other Items

32. A Resolution to appoint and commission Adolphus Lee as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGES 193-194]
33. A Resolution Affirming the discontinuation of the Mass Transit Fee through the adoption of the FY2012-2013 Richland County Budget [PAGES 195-196]
34. REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE
 - a. Work Authorizations #3 and #4 (M. B. Kahn) [ACTION] [PAGES 197-207]

Citizen's Input

35. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

- 36.
- a. Motion for resolution in honor of Richland County Deputy Ryan Rawl who lost his life serving our country in Afghanistan **[ROSE, WASHINGTON, MANNING, JETER, AND DICKERSON]**
 - b. I move to amend Richland County Code Section 17-10: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones; so as to define vehicles subject thereto" as specified in the attached document. **[MANNING] [PAGES 209-211]**
 - c. I move that Richland County suspend the Road Maintenance Fee for 19 years if the Penny Sales Tax passes. Reason: The citizens pay \$20 for a Road Maintenance Fee to address what the penny will be doing except the bus. It would be double taxation to the citizens if they pay both. **[JACKSON]**
 - d. The city believes it cannot provide the requested franchise fee revenue information by law. S. C. Code Ann. Section 6-1-120 sets forth a general prohibition at subsection (A) that, "Except in accordance with a proper judicial order or as otherwise provided by the Freedom of Information Act, it is unlawful for an officer or employee of a county or municipality, or the agent of such an officer or employee to divulge or make know in any manner the financial information, or other information indicative of units of good or services sold, provided by a taxpayer included in a report, tax return, or application required to be filled by the taxpayer with that county or municipality pursuant to a county or municipal ordinance..." However, section 6-1-120 provides: (B) Nothing in this section prohibits the: (3) sharing of data between public officials or employees in the performance of their duties. The purpose of the County's request for data from the City is for a "sharing of data between public officials or employees in the performance of their duties." Subsection 6-1-120(B)(3) does not appear to be restricted to "public officials or employees" of the same sovereign. Motion: Based on the above, it is requested that an SC Attorney General's opinion be obtained interpreting 6-1-120 and more specifically 6-1-120(B)(3) **[MALINOWSKI]**
 - e. I move Council consider allowing Master Gardeners to fulfill the roles of Landscaper and Horticulturalist on the Appearance Commission, in the event that no licensed Landscaper or Horticulturalist can be recruited for the Commission. I also encourage all Council members to appoint their candidates to this Commission, and request staff inform Council of the vacancies **[HUTCHINSON]**
 - f. Because of the significant economic, educational and conservation value of Cook's Mountain to Richland County, I move to direct the Interim County Administrator and the Conservation Department staff to negotiate an option to purchase Cook's Mountain contingent upon the receipt of funding assistance from outside sources. I also move to direct staff to examine the funding and financing options available and to provide this information to Council **[HUTCHINSON]**

g. Resolution honoring Tige Watts, Vice President of Richland County's Neighborhood Association, President of the Columbia Neighborhood Association and newly elected President of the National Association of Neighborhoods for his dedicated and outstanding services over the years to the community [JACKSON]

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution honoring USC Basketball Coach Dawn Staley for her outstanding service and success **[DICKERSON]**
- b. Resolution honoring the homeowner's presidents of Pine Valley, Emerald Valley, Round Top, Cedar Creek and Bonnie Forrest for their longtime commitment and dedicated service to their communities **[DICKERSON]**

Richland County Council Request of Action

Subject

Regular Session: June 19, 2012 [**PAGES 8-18**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JUNE 19, 2012 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Gwendolyn Davis Kennedy
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Not Present	Damon Jeter

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tracy Hegler, Geo Price, Brad Farrar, Pam Davis, Nelson Lindsay, Dale Welch, Rodolfo Callwood, Bill Peters, Daniel Driggers, David Hoops, Melinda Edwards, Yanisse Adrian-Silva, Lillian McBride, Dwight Hanna, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:04 p.m.

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

PRESENTATION OF RESOLUTIONS

Indian Waters Council 3 Rivers District – This item was deferred.

APPROVAL OF MINUTES

Regular Session: June 5, 2012 – Ms. Hutchinson requested that “internet cafes” be amended to “internet sweepstakes” on page 3 of the minutes.

Mr. Malinowski requested that the vote regarding the consent items on page 6 of the minutes be reviewed for accuracy.

Ms. Hutchinson moved, seconded by Mr. Malinowski, to approve the minutes as amended. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Ms. Dickerson moved, seconded by Mr. Malinowski, to adopt the agenda as submitted.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

- a. **SOB Options**
- b. **Court of Appeals Case (Lambries vs. Saluda County, et. al.)** – Mr. Farrar gave a brief public update regarding this item.
- c. **Administrator Transition Committee Update**

CITIZENS' INPUT

No one signed up to speak.

Mr. Manning moved, seconded by Ms. Dickerson, to suspend the rules and hold Executive Session at the end of the meeting.

Mr. Malinowski made a substitute motion, seconded by Mr. Jackson, to hold Executive Session following Public Hearings.

Mr. Manning made a second substitute motion, seconded by Mr. Malinowski, to hold Executive Session following Second Reading Items. The vote in favor was unanimous.

REPORT OF THE COUNTY ADMINISTRATOR

Assessor Legislation Update – Mr. Pope stated the legislation has been signed by the Governor and suggested that a Council work session be held on the item.

Internet Sweepstakes – Mr. Pope stated that the Chair had suggested scheduling a work session on this item.

Legislative Update – Mr. Pope state that a summary of the Legislative Session was included in the agenda packets and if there are any questions regarding the summary to please contact staff.

Employee Grievance – This item was deferred.

Staff Recognition – Mr. Pope introduced the new Senior PIO Officer, Yanisse Adrian-Silva.

Comp & Class Implementation Recommendations – Mr. Malinowski moved, seconded by Mr. Rose, to defer action on this item. A discussion took place.

Ms. Dickerson made a substitute motion, seconded by Mr. Livingston, to accept the Administrator's recommendation. The vote in favor was unanimous.

REPORT OF THE CLERK OF COUNCIL

No report was given.

REPORT OF THE CHAIRMAN

TIF Update – Mr. Livingston stated that City Council is to vote on the IGA draft on July 10th. The Clerk's Office will be scheduling a work session, as recommended, the week of July 10th.

Administrator Transition Committee Update – This item was taken up in Executive Session.

Schedule Press Conference re: Firefighters Driving Ambulances – The date for the press conference is to be determined.

Fire Contract Press Conference – Monday, June 25th at 11:30 a.m. at Headquarters a ceremonial signing of the fire contract will be held.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto**

- a. Mr. Bob Leming
- b. Mr. William DePasse
- c. Mr. Brett Bursey
- d. Ms. Brooke Everhart
- e. Mr. Carl Rouse
- f. Mr. Avery Wells
- g. Ms. Sandra Hines
- h. Mr. Lee Cato
- i. Ms. Regina Brown
- j. Mr. Mac Bennett
- k. Mr. Anton Seawright
- l. Ms. Courtney Cockfield
- m. Mr. J. T. McLawhorn
- n. Mr. Doug Bridges
- o. Mr. Lucius Williams
- p. Ms. Vi Hendley
- q. Ms. Brittany Higgins
- r. Mr. Hayes Mizzell
- s. Ms. Greta Cross
- t. Ms. Jennifer Bragg
- u. Ms. Ruth Johnson
- v. Ms. Levola Taylor
- w. Mr. Dan Dennis
- x. Mr. Stick Tivedoux
- y. Mr. John Lumpkin
- z. Ms. Martha Robley
- aa. Mr. Ian Hood
- bb. Mr. Bob Guile
- cc. Ms. Suzanne Gonzalez
- dd. Ms. Sheryl Sally

ee. Ms. Diane Sumpter
ff. Ms. Mamie Jackson
gg. Mr. Charles Austin
hh. Ms. Virginia Sanders
ii. Ms. Mullen Taylor
jj. Ms. Ryan Nevius
kk. Mr. Joe Azar
ll. Ms. Kella Barron
mm. Ms. Jacqueline McDuffie
nn. Mr. Damon Wilson
oo. Ms. Audrey Adams
pp. Ms. Vinnie Dazmore
qq. Mr. Derrick Riley
rr. Mr. Tim Ray
ss. Mr. Harrison Reardon

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized City Councilwoman Leona Plough, Representative Leon Howard, Representative Joe McEachern and Commissioner Reardon were in the audience.

Mr. Washington recognized newly elected Eastover Mayor Geraldine Robinson was in the audience.

Mr. Rose recognized that Council District 7 candidate Torrey Rush was in the audience.

- **JEDA Bond Issue for the Lutheran Homes of SC, Inc.** – No one signed up to speak.
- **An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **12-20MA, Jacqueline Bush Reese, RU to RS (2 Acres), Bluff Rd., 27300-07-05 [THIRD READING]**
- **12-21MA, Ismail Ozbek (0.83 Acres), Lexington County Health Services District, Inc., PDD to PDD, Summit Parkway & Summit Centre Dr., 23011-01-02 [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-**

141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Residential Uses” of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to permit “Radio, Television, and Other Similar Transmitting Towers” in the M-1 (Light Industrial District), as a special exception rather than with special requirements [THIRD READING]

- **An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work [SECOND READING]**
- **JEDA Bond Issue for The Lutheran Homes of SC, Inc.**
- **Purchase of Asphalt Paver**
- **Purchase of Vactor Vacuum Jet Rodding Truck**

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

SECOND READING

12-04MA, Richland County, GC to RM-MD (0.64 Acres), 5225, 5229, 5235 & 5239 Ridgeway St., 09309-03-07(p)/08(p)/09(p)/10(p) – Mr. Livingston moved, seconded by Mr. Malinowski, to remove 5229 Ridgeway Street and to table the remaining parcels. The vote in favor was unanimous.

12-14MA, Marion Bouknight, Lee Blythe, RU to RS-MD, Old Tamah Rd. & Shady Grove Rd., 03500-04-08(p)/24 – Mr. Malinowski moved, seconded by Ms. HutchinsonJackson, to defer this item to the July 18th meeting. The vote in favor was unanimous.

An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto – Ms. Dickerson moved, seconded by Ms. Kennedy, to approve this item. A discussion took place.

Mr. Rose made a substitute motion to support 1/3 of penny referendum and all the revenue generate be dedicated to the bus service. The motion died for lack of a second.

Mr. Livingston requested the following amendment: (1) Remove \$13,900,000 [Mr. Malinowski's request re: Broad River Road Project and request that the part of the Broad River Road project from where Route 176 splits from Route 76 and proceeds toward the I-26 Peak interchange be deleted from consideration. At the present time there are not many homes nor major developments along this section of roadway and it is primarily rural. If the reason for the project is due to potential future development then the development should pay for those expenses, not the taxpayers.]; (2) Remove \$6,200,000 [North Main Street Widening – #62 on High Priority Roadway list]; (3) Remove \$159,113 [Three Rivers Greenway – #50]; (4) Remove \$587,346 [Three Rivers Greenway – # 51]; (5) Remove \$352,894 [Three Rivers Greenway – #52]; (6) Add \$12,000,000 [Leesburg Road Widening]; (7) Add \$11,294,111 [Sidewalks on Pinehurst Road from Harrison to Forest Drive]; (8) Add \$7,902,242 [Saluda Riverwalk]; and savings from Broad River Road/I-20 interchange project will be applied to the Broad River Road Corridor improvements.

Ms. Dickerson moved, seconded by Mr. Washington, to accept Mr. Livingston's proposed amendment. A discussion took place.

The vote was in favor of the amended motion.

July Meeting Schedule – Mr. Manning moved, seconded by Ms. Dickerson, to reschedule the July 17th meeting to July 18th. The vote in favor was unanimous.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 9:48 p.m. and came out at approximately 10:31 p.m.
=====

Administrator Transition Committee Update – Mr. Manning moved, seconded by Ms. Kennedy, to approve the employment agreement to appoint the Assistant County Administrator W. Anthony McDonald to the position of County Administrator on an interim and indefinite basis on the terms as discussed, effective July 1st and contingent upon signature by Mr. McDonald and the Chair. The vote in favor was unanimous.

Mr. Manning moved, seconded by Ms. Kennedy, to authorize the Chair and Vice Chair to negotiate a contract, for up to 15 days of service that will expire on the last day of August, with J. Milton Pope to assist Mr. McDonald with the transition. The vote in favor was unanimous.

FIRST READING

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses with Special Requirements, and Special Exceptions; “Transportation, Information, Warehousing, Waste Management, and Utilities” of Table 26-V-2.; and Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; so as to prohibit underground utilities from crossing perpetual conservation easements – Mr. Malinowski moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax – Mr. Jackson moved, seconded by Mr. Livingston, to approve this item. The vote was in favor.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Purchase of Motorgrader – Mr. Pearce moved, seconded by Mr. Malinowski, to withdraw this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Retention Schedule for the Public Works Department – Mr. Malinowski moved, seconded by Ms. Hutchinson, to approve as amended. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto [FIRST READING] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto [SECOND READING] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Memorandum of Understanding between Richland County and the Minority Business Development Agency – Mr. Livingston moved, seconded by Mr. Malinowski, to defer this item until the July 18th Council meeting. The vote in favor was unanimous.

OTHER ITEMS

A Resolution to appoint and commission Richard Dingle as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr.

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

Community Residential Care Facility: 309 Calvary Drive – This item was received as information.

Internet Sweepstakes – Mr. Manning moved, seconded by Mr. Malinowski, to schedule a work session on this item.

SOB Options – Mr. Manning moved, seconded by Ms. Kennedy, to defer this item until the July 18th Council meeting. The vote in favor was unanimous.

CITIZEN'S INPUT

No one signed up to speak.

MOTION PERIOD

Resolution honoring USC Basketball Coach Dawn Staley for her outstanding service and success [DICKERSON] – Mr. Pearce moved to unanimously approve the resolution honoring Coach Dawn Staley. The vote in favor was unanimous.

Resolution honoring the 70th Wedding Anniversary of Murdic and Beula Bowen [HUTCHINSON] – Mr. Pearce moved to unanimously approve the resolution honoring Murdic and Beula Bowen. The vote in favor was unanimous.

Proclamation honoring Mr. James Knotts for receiving the Congressional Gold Medal [WASHINGTON] – Ms. Dickerson moved to unanimously approve the resolution honoring Mr. James Knotts.

Kingville Historical \$20,000 Funding Request [WASHINGTON] – This item was referred to the A&F Committee.

During the budget there was a misunderstanding about Lower Richland PTSA. It is actually Lower Richland Diamond Day Festival which is the largest even in Lower Richland funded by the County at Lower Richland High School. Diamond Day was always funded at a minimum \$15,000 and only received \$4,850. I move that Lower Richland Diamond Day Festival receive an additional \$10,150 from the \$25,000 set aside for additional funding since Council decided to eliminate the second round of funding. [JACKSON] – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 10:57 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: June 26, 2012 [**PAGES 19-22**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, JUNE 26, 2012 7:00 p.m.

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski

Absent	Gwendolyn Davis Kennedy
	Jim Manning
	Seth Rose

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Tommy DeLage, Geo Price, Suzie Haynes, Stephany Snowden, Sparty Hammett, Tony McDonald, Monique Walter, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:01 p.m.

ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

MAP AMENDMENT

12-15MA, Tanya Boyd, RS-LD to GC (0.34 Acres), 2400 Alpine Rd., 19901-02-28

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

Mr. Washington re-opened the floor to the public hearing.

Ms. Tanya Boyd spoke in favor of this item.

The floor to the public hearing was closed.

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

12-22MA, Jonathan Giles, Robert Giles, RM-HD to NC (.33 Acres), 1157 & 1159 Olympia Ave., 11203-01-13 & 04

Mr. Washington opened the floor to the public hearing.

Ms. Vi Hendley spoke in opposition to this item.

The floor to the public hearing was closed.

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

ADJOURNMENT

The meeting adjourned at approximately 7:10 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Phillip Hawkins Estate vs. Richland County Sheriff's Department
- b. Potential Purchase of Property
- c. Personnel Matters
- d. Appearance Commission Item
- e. DBE Ordinances and Program Development
- f. Fannie Mae/Freddie Mac Lawsuit

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

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- a. Richland 101 for Kids
- b. Employee Grievance [ACTION]
- c. Introduction of Stormwater Manager
- d. Solid Waste Contract
- e. Strategic Plan Update Work Session

Richland County Council Request of Action

Subject

- a. Tour of Innovista and Renaissance Redevelopment Proposed Projects

Richland County Council Request of Action

Subject

- a. Telecommunications and Technology Steering Committee
- b. Administrator Transition Update
- c. Personnel Matter
- d. Proclamation honoring Tracy Swartout

Richland County Council Request of Action

Subject

- a. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work
- b. An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax
- c. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$40,000 of Special Duty Revenue for off duty security work [**THIRD READING**] [**PAGES 29-31**]

Notes

May 22, 2012 - The committee recommended that Council approve a budget amendment for Special Duty in the amount of \$40,000. This request has no financial impact on the General Fund because this amendment will be funded entirely from revenues generated by the Special Duty program. The vote in favor was unanimous.

First Reading: June 5, 2012

Second Reading: June 19, 2012

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL
FUND ANNUAL BUDGET TO APPROPRIATE \$40,000 OF SPECIAL DUTY
REVENUE FOR OFF DUTY SECURITY WORK.

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

SECTION I. That the amount of forty thousand (\$40,000) of Special Duty Revenue be appropriated for Special Duty. Therefore, the Fiscal Year 2011-2012 General Fund budget is hereby amended as follows:

GENERAL FUND

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 142,178,498
Appropriation of Special Duty Revenue	<u>40,000</u>
Total General Fund as Amended:	\$ 142,218,498

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 142,178,498
Increase to Special Duty:	<u>40,000</u>
Total General Fund as Amended:	\$ 142,218,498

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement between Richland County, South Carolina and WNS Global Services Inc.; and matters relating thereto **[THIRD READING] [PAGES 32-56]**

Notes

First Reading: March 6, 2012
Second Reading: June 19, 2012
Third Reading:
Public Hearing: June 19, 2012

AN ORDINANCE AUTHORIZING PURSUANT TO TITLE 4, CHAPTER 1, SECTION 170; TITLE 4, CHAPTER 1, SECTION 175; AND TITLE 4, CHAPTER 29, SECTION 68 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND WNS GLOBAL SERVICES INC.; AND MATTERS RELATING THERETO.

WHEREAS, Richland County, South Carolina (the “County”) is authorized by Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the Acts, the County jointly developed the I-77 Corridor Regional Industrial Park (“Park”) with Fairfield County, South Carolina and by Ordinance No. 020-12HR, the County included certain property located in the County, and as more particularly described in Exhibit A of the Agreement (defined below), in the Park (the “Property”);

WHEREAS, pursuant to the Acts and an Inducement Resolution adopted on March 6, 2012 (the “Inducement Resolution”), the County committed to enter into an agreement with WNS Global Services Inc. (the “Company”) to provide for certain property tax incentives in relation to the Company’s proposed project to be located at the Property, which project was identified in the Inducement Resolution as “Project Roadrunner” (the “Project”);

WHEREAS, the Company has committed to the creation of 500 jobs at the Project;

WHEREAS, there has been prepared and presented to this meeting of Richland County Council (the “County Council”) the proposed form of the Special Source Revenue Credit Agreement (the “Agreement”) between the County and the Company; and

WHEREAS, it appears that the Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. In accordance with the Acts, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

(a) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(b) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(d) The benefits of the Project are greater than the costs.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement to the Company. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Agreement and the performance of all obligations of the County under and pursuant to the Agreement.

Section 4. The consummation of all transactions contemplated by the Agreement is hereby approved and authorized.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2012.

RICHLAND COUNTY COUNCIL

By: _____
Chair
Richland County Council

ATTEST:

Clerk to Council

First Reading: _____, 2012
Second Reading: _____, 2012
Public Hearing: _____, 2012
Third Reading: _____, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

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

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland
County Council, South Carolina, as of this ____ day of _____, 2012.

Clerk to Richland County Council
Richland County, South Carolina

~#4829-3256-1679 v.3~
6/6/12

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

WNS GLOBAL SERVICES INC.

DATED
AS OF

_____ 1, 2012

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AGREEMENT

THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2012, by and between RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”) as governing body of the County; and WNS GLOBAL SERVICES, INC., a Delaware corporation (the “Company”).

WITNESSETH:

WHEREAS, the County is authorized by Title 4, Chapter 1, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended (collectively, the “Acts”) to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of Section 13 of Article VIII of the Constitution of the State of South Carolina makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the Acts, the County jointly developed the I-77 Corridor Regional Industrial Park (the, “Park”) with Fairfield County, South Carolina;

WHEREAS, by Ordinance No. 020-12HR, the County included certain property located in the County, and as more particularly described in Exhibit A, in the Park (the “Real Property”);

WHEREAS, pursuant to an Inducement Resolution adopted on March 6, 2012 (the “Inducement Resolution”), the County committed to enter into an agreement with the Company to provide for certain property tax incentives in relation to the Company’s proposed project (identified in the Inducement Resolution as “Project Roadrunner”) located at the Real Property;

WHEREAS, the Company has committed to the creation of 500 Jobs (as defined below) in connection with the Project (as defined below); and

WHEREAS, pursuant to the Ordinance adopted on _____, 2012, as an inducement to the Company to develop the Project, the County Council authorized the County to enter into this Agreement with the Company which identifies the property comprising the Project and provides the terms and conditions pursuant to which the property tax incentives are being provided to the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

SECTION 1.2. *Definitions.*

“**Acts**” has the meaning set forth in the Recitals.

“**Administration Expenses**” means the reasonable and necessary out-of-pocket legal fees and expenses incurred by the County with respect to this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“**Agreement**” means this Special Source Revenue Credit Agreement dated as of _____, 2012, between the County and the Company.

“**Annual Credit**” has the meaning set forth in Section 4.2 of this Agreement.

“**Authorized County Representative**” means the County Administrator.

“**Chair**” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“**Clerk**” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“**Company**” means WNS Global Services Inc., a Delaware corporation qualified to do business in South Carolina, and its successors and assigns.

“**County Administrator**” means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“**County Council**” means the County Council of the County.

“**County**” means Richland County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance and this Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Agreement.

“Event of Default” means any Event of Default specified in Section 7.1 of this Agreement.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

“Inducement Resolution” means the Resolution of the County Council adopted on March 6, 2012, committing the County to enter into this Agreement.

“Infrastructure Improvements” means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits, used in the operation of the Project, and the costs thereof. So long as the costs of Infrastructure Improvements are incurred by the Company, such costs shall qualify as Infrastructure Improvement costs whether or not the Company owns such Infrastructure Improvements. “Infrastructure Improvements” does not include personal property, unless the Company provides notice to the County to include same as Infrastructure Improvements under this Agreement.

“Jobs” means new, full-time, filled, employment positions in the County in connection with the Project.

“MCIP Law” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Ordinance” means the Ordinance adopted by the County on _____, 2012, authorizing this Agreement.

“Park” means the I-77 Corridor Regional Industrial Park jointly developed by the County and Fairfield County, South Carolina acting under the provisions of the MCIP Law.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

“**Project**” means the Equipment, Improvements, and real property owned by the Company. The parties understand and agree that, on the effective date of this Agreement, the Company is leasing the Real Property and certain Improvements from a third party. However, if the Company does come to own any Real Property or Improvements, the Company’s Payments-in-Lieu-of-Taxes on such property shall receive the benefit of the Annual Credit.

“**Property Tax Year**” means the year beginning on January 1 and ending on December 31.

“**Real Property**” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto. The Real Property is noted here and in Exhibit A on the effective date of this Agreement for the purpose of identifying the location at which the Company’s investment in the Project will be made.

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

Any reference to any agreement or document in this Article or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

ARTICLE II LIMITATION OF LIABILITY

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the documents shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, to the best knowledge of the County Administrator, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(e) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with the Project, including but not limited to performance of its obligations in the Documents, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) The County agrees to maintain the Project in the Park through March 1, 2018.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material

terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

ARTICLE IV PAYMENTS-IN-LIEU-OF-TAXES; ANNUAL CREDIT; TERM

SECTION 4.1. *Payments-in-Lieu-of-Taxes.*

(a) The parties acknowledge that under the MCIP Law, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such ad valorem property taxes would be if the Project were not located in the Park, less the Annual Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated and payable in the same manner as ad valorem taxes.

(b) Further, pursuant to the Acts, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed an Annual Credit against its Payments-in-Lieu of Taxes based upon such Equipment by providing the written notice of election to do so as set forth in the definition of "Infrastructure Improvements" in Section 1.2 hereof, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two Property Tax Years following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under this subsection (b) is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the Property Tax Year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project.

SECTION 4.2. *Annual Credit.*

(a) Pursuant to and subject to the provisions of this Section, the Company is entitled to an Annual Credit against its Payments-in-Lieu-of-Taxes (each, an "Annual Credit") as set forth below:

(i) The Company is entitled to receive a 10% Annual Credit against its Payments-in-Lieu-of-Taxes for Property Tax Year 2013.

(ii) In each Property Tax Year for Property Tax Years 2014 through 2018, inclusive, the Company is entitled to receive an Annual Credit based on the number of total Jobs, subject to the Annual Credit caps in subsection (iii). The amount of the possible Annual Credit is set forth in the chart below:

<u>Total Jobs</u>	<u>Annual Credit</u>
at least 100	10%
at least 200	20%
at least 300	30%
at least 400	40%
at least 500	50%

(iii) The amount of the Annual Credit the Company may claim, regardless of the total Jobs, is capped in certain Property Tax Years as follows:

<u>Property Tax Year</u>	<u>Maximum Annual Credit</u>
2014	10%
2015	20%
2016	30%
2017	40%
2018	50%

The number of total Jobs is measured as of the December 31 prior to the Property Tax Year in which the Company claims the Annual Credit. The Company shall certify to the County the number of total Jobs as of each December 31 by submitting to the County a copy of the Company's DOR Form WH-1606 ("SC Withholding Fourth Quarter/Annual Reconciliation") for the period ending on each December 31 by February 28 of the Property Tax Year in which the Company claims the Annual Credit.

(b) If, by December 31, 2013, or on any subsequent December 31, the Company does not have at least 100 Jobs, then this Agreement shall immediately terminate.

(c) The Company is not entitled to receive an Annual Credit under this Agreement for any Property Tax Years after Property Tax Year 2018.

(d) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an Annual Credit only to the extent that, as of the date that an Annual Credit is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any Annual Credit previously provided and the amount of the Annual Credit to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

SECTION 4.3. *Term.* The term of this Agreement shall be from the effective date of this Agreement until March 1, 2019 unless earlier terminated pursuant to Section 4.2 hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

ARTICLE V EFFECTIVE DATE

SECTION 5.1. *Effective Date.* This Agreement shall become effective as of the date first written above.

ARTICLE VI SPECIAL COVENANTS

SECTION 6.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 9.9 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with reasonable advance notice of such requirement before making such disclosure.

SECTION 6.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 6.3. *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company or any assignee to WNS North America, Inc. The County agrees that the County Council can provide any required consent either by a resolution of County Council or by a letter or other writing executed by the Authorized County Representative.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred

to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect; or

(d) The Company shall cease business operations for more than 90 days at the facility at which the Project is located.

SECTION 7.2. Remedies on Default. Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Acts relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 7.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 7.4. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 7.5. *Default by County.* Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE VIII COMPANY OPTION TO TERMINATE

SECTION 8.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE IX MISCELLANEOUS

SECTION 9.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

WNS Global Services Inc.
c/o WNS North America, Inc.
15 Exchange Place
Jersey City, NJ 07302
Attention: Mr. Ronald Strout
CEO and President

With a copy to:

Nelson Mullins Riley & Scarborough LLP
1320 Main Street
17th Floor
Columbia, SC 29210
Attention: George B. Wolfe, Esq.

If to the County:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: County Economic Developer

With a copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, SC 29210
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 9.2. *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 9.3. *Rescission and Severability.* In the event that the Acts or the Annual Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

SECTION 9.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 9.5. *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

SECTION 9.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or

terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

SECTION 9.7. *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 9.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 9.9. *Filings.*

(a) The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) The Company shall comply with the annual filing requirements set forth in the Resolution adopted by the County Council on December 21, 2010, a copy of which is attached hereto as Exhibit B; provided, however, that the Company shall not be required to disclose any employee by name or other personally identifiable information.

SECTION 9.10. *Headings.* The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

SECTION 9.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

SECTION 9.12. *Payment of Administration Expenses.* The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. The County's attorneys' fees for all work relating to the drafting, review, and negotiation of the Inducement Resolution, this Fee Agreement, the Multi-County Industrial Park and related documents shall not exceed \$3,500, which amount shall be payable within 60 days of the adoption of the Ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and WNS GLOBAL SERVICES INC., pursuant to due authority, have duly executed this Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman
Richland County Council

ATTEST:

Clerk to Council

WNS GLOBAL SERVICES INC.

By: _____
Name: _____
Title: _____

DESCRIPTION OF REAL PROPERTY

1401 Shop Road, Columbia, South Carolina 29201

TMS # 11209-02-12

DECEMBER 21, 2010 COUNTY COUNCIL RESOLUTION

**A RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES
CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN
RICHLAND COUNTY**

WHEREAS, the Richland County Council encourages and supports economic development within the County; and

WHEREAS, the Richland County Council desires to ensure the maximum economic advantage for those industries locating in the County while providing for public disclosure of certain direct local cost and benefits of economic development incentives; and

WHEREAS, the Richland County Council has determined that the most prudent manner of providing such information is by the submission of annual reports by the industries that receive economic development incentives from the County.

NOW, THEREFORE, BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL that the following requirements are hereby enacted:

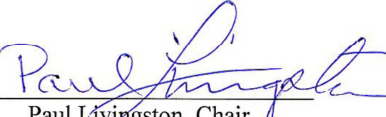
1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
 - a. Name of company;
 - b. Cumulative capital investment (less any removed investment) to date as a result of the project;
 - c. Cumulative ad valorem taxes (if any) and fee in lieu payments made in connection with the facility;
 - d. Net jobs created to date as a result of the project;
 - e. List of all employees for reporting year by residential zip code only;
 - f. Community service involvement, including Zip Codes of assisted organizations, which shall include a description of the company's financial and in-kind donations made to organizations in the County during the preceding year, as well as such other information as the company desires to share regarding its community activities.
2. All information required pursuant to this Resolution shall be submitted to the Richland County Administrator's Office at the following address by the required date.

Richland County Administrator
Attn: Economic Development
P.O. Box 192
Columbia, SC 29202

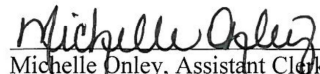
3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have thirty (30) days from the notification by the County Administrator in which to comply with such request.
4. This Resolution supercedes prior Economic Development Accountability Resolutions adopted by Richland County Council.
5. The substance of this Resolution will be incorporated into each Memorandum of Understanding, FILOT document, or other associated document(s), where applicable.
6. In the event that any company shall fail to provide the required information, or any portion thereof, said company may be required to return all incentives, or a dollar amount equal thereto, to Richland County. Such incentives, or the dollar amount equal thereto, shall be paid to Richland County within 60 days after the date upon which the information was originally due.

SIGNED and SEALED this 21st day of December, 2010, having been adopted by the Richland County Council, in meeting duly assembled, on the 14th day of December, 2010.

RICHLAND COUNTY COUNCIL

BY: 
Paul Livingston, Chair

ATTEST this the 5 day of
January ~~2010~~ 2011


Michelle Onley, Assistant Clerk of Council

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto **[SECOND READING] [PAGES 57-84]**

Notes

First Reading: June 19, 2012

Second Reading:

Third Reading:

Public Hearing:

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SYSCO COLUMBIA, LLC AND MATTERS RELATING THERETO.

WHEREAS, Richland County (the “County”), a public body corporate and politic organized and existing under the laws of the State of South Carolina (the “State”) is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, Sysco Columbia, LLC (the “Company”) is making an investment in the County for a new manufacturing, testing, research, development or operational facility or an expansion at an existing manufacturing facility located in the County and any and all activities relating thereto, which investment will consist of certain land, buildings or other improvements thereon and all machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein (which properties and facilities constitute a project under the Act and are referred to hereinafter as the “Project”). The Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, it is anticipated that the Project will represent an investment of approximately \$11 million in taxable property in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

WHEREAS, as an inducement to the Company to locate the Project in the County, , the County has, by an Inducement Resolution adopted on December 13, 2011 (the “Resolution”), committed and agreed to enter into a Fee Agreement, as defined in the Act, with Sysco Columbia, LLC (the “Company”), which shall provide for payments of fees-in-lieu of taxes with respect to the Project and otherwise make available to the Company certain benefits intended by the Act;

WHEREAS, there has been prepared and presented to this meeting of Richland County Council (the “County Council”) the proposed form of the Fee Agreement between the County and the Company, and the Fee Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended; and

WHEREAS, as further inducement to the Company, the County, as authorized by the Act, has agreed to extend, by ten years, the term of the November 1, 2001 Fee Agreement between the County and the Company (then named Sysco Food Services of Columbia, LLC), as amended in 2006 (the “2001 Fee Agreement”).

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(I) thereof, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other substantial public benefits not otherwise adequately provided locally;

(c) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(d) The purposes to be accomplished by the Project are proper governmental and public purposes;

(e) The benefits of the Project are greater than the costs; and

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property, within the meaning of the Act.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The Council hereby approves, in accordance with and pursuant to Section 12-44-30(21) of the Act, a ten-year extension of the twenty-year Fee Term provided under Section 5.4 of the 2001 Fee Agreement. As requested by the Company, such extension may be evidenced by a written amendment to the 2001 Fee Agreement, such amendment to be approved upon advice of counsel by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval thereof. The Chair of County Council and the County Administrator be and they are hereby authorized and empowered to execute, acknowledge and deliver any such amendment to the Company.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2012.

RICHLAND COUNTY COUNCIL

By: _____
Chair
Richland County Council

ATTEST:

Clerk to Council

First Reading: _____, 2012
Second Reading: _____, 2012
Public Hearing: _____, 2012
Third Reading: _____, 2012

DRAFT
5/30/12

FEE AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

SYSCO COLUMBIA, LLC

DATED
AS OF

_____, 2012

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2012, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and SYSCO COLUMBIA, LLC, a _____ limited liability company (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to an Inducement Resolution adopted on December 13, 2011 (the "Inducement Resolution"), the County identified the Project (as defined herein) and committed to enter into a Fee Agreement with the Company, which shall provide for payments of fees-in-lieu of taxes with respect to the Project;

WHEREAS, the Project is anticipated to be an investment of at least \$11 million in taxable property in the County;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, pursuant to Ordinance No. _____ adopted on _____, 2012 (the "Ordinance"), as an inducement to the Company to develop the Project in the County, and in consideration of the investment expectations listed above, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties and fees for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or may be located in a Multi-County Industrial Park and, as such, are or may be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

“Act” means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof, as the same may be amended from time to time.

“Administration Expenses” means the reasonable and necessary out-of-pocket legal fees and expenses incurred by the County with respect to this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“Authorized County Representative” means the County Administrator.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” means Sysco Columbia, LLC, a _____ limited liability company qualified to do business in South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“County” means Richland County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2012, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” means the Resolution of the County Council adopted on December 13, 2011, identifying the Project in accordance with the Act and committing the County to enter into the Fee Agreement.

“Investment Period” means the period beginning with the first day that economic development property for the Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to extension of such period as provided in Section 3.2(b) hereof. Expenditures relating to property placed in

service by the Company on or after January 1, 2012, and before the last day of such fifth property tax year are within the Investment Period.

“MCIP Law” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Multi-County Industrial Park” or “MCIP” means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

“Ordinance” means the Ordinance adopted by the County on _____, 2012, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Stage” in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

**ARTICLE II
LIMITATION OF LIABILITY; INDUCEMENT**

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the documents shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that the Company has indicated that this factor, among others, has induced the Company to enter into this Fee Agreement.

**ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS**

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, to the best knowledge of the County Administrator, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(e) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) Based on information supplied by the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with the Project, including but not limited to performance of its obligations in the Documents, and in accordance with the Act all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) Upon receipt of written request from the Company, the County agrees to give due and proper consideration to any request the Company may make for one or more extensions of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension, if any, may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within the time period required under the Act.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of _____ and qualified to do business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) The Company commits to a Project comprising an investment of at least \$11 million in taxable property in the County. This taxable property includes property placed in service during the Investment Period, including but not limited to property placed in service during 2012 before or after the effective date of this Agreement.

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) Pursuant to the Act, the Company and the County hereby agree that all qualifying property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement, but only real property and/or personal property placed into service during the Investment Period (and Replacement Property) will qualify as economic development property under the Act.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X.

SECTION 4.3. *Modifications to Project.* Subject to compliance with applicable laws, the Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

**PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM; MINIMUM INVESTMENT**

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to 409.3 mils. Subject in all events to the provisions of the Act, the fair market value of the Project shall be determined as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the Fee Term beginning with respect to the property tax year following the year in which Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 20 years following the year in which such property is placed in service.

Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 20-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If by the end of the Investment Period, the Company does not invest at least \$11 million in taxable property in the Project (as described in Section 3.3(e)), this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act. Once the Company meets the \$11 million investment threshold (as described in Section 3.3(e)), it shall no longer be subject to such potential payment obligation.

(f) If at any time during the Fee Term following the end of the Investment Period, the Company's investment based on income tax basis without regard to depreciation falls below the \$2.5 million minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed

disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, to the extent permitted by the Act, such property shall be treated as Replacement Property.

(c) In no event shall the disposal of property by the Company result in any retroactive or prospective obligation of the Company to make additional payments under this Fee Agreement.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is 20 years thereafter; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as may be applicable upon the granting of any extension permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

If necessary in order to implement the 20-year term referred to in the foregoing paragraph of this Section, the Company agrees to remove property from this Fee Agreement after the end of the twentieth year of such property being subject to the Payments-in-Lieu-of Taxes; provided, however, that the Company shall be required to maintain the minimum \$2.5 million investment under Section 5.1(f) hereof until the twentieth anniversary of the end of the Investment Period to avoid an automatic termination of this Fee Agreement pursuant to Section 5.1(f) hereof and Section 12-44-140(C) of the Act.

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political

subdivision of the State of South Carolina in which any part of the Project is located, provided, however, that the Company may terminate this Fee Agreement as provided in Section 10.1; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 11.10 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or

proprietary information obtained from the Company to any third party, the County agrees to provide the Company with reasonable advance notice of such requirement before making such disclosure.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Fee Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity in accordance with the Act without terminating this Agreement or the benefits provided under this Agreement; provided, however, that such consent is not required in connection with financing related transfers or any other transfers not requiring the consent of the County under the Act. The County agrees that the County Council can provide any consent required under the Act or this Section either by a resolution of County Council or by a letter or other writing executed by the Authorized County Representative. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement or of the benefits provided under this Fee Agreement in whole or in part or a basis for increasing the fee payments due under the Act.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect; or

(d) The Company shall cease business operations at the facility at which the Project is located.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 10.1, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes, and shall have a first priority lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 9.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.4. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 9.5. *Default by County.* Upon the default by the County in the performance of any of its obligations under this Fee Agreement, the Company may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable, prospectively but not retroactively (except as provided in Section 5.1(e) hereof), for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement (including payments for retroactive *ad valorem* taxation as provided in Section 5.1(e)), which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from one or more third parties under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, if properly undertaken as part of the Project in

accordance with such law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

SECTION 11.2. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Sysco Columbia, LLC
131 Sysco Court
Columbia, SC 29209
Attention: Steve Crowe
V.P. of Finance/CFO

With a copy to:

Nelson Mullins Riley & Scarborough LLP
1320 Main Street
17th Floor
Columbia, SC 29210
Attention: George B. Wolfe, Esq.

If to the County:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: County Economic Developer

With a copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, SC 29210
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.6. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall, as appropriate, be revised accordingly, to the extent allowed by law.

SECTION 11.7. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council or by other form of consent or approval allowed by law.

SECTION 11.8. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 11.9. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.10. *Filings.*

(a) The Company shall provide the County Auditor and the County Assessor with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) The Company shall comply with the annual filing requirements set forth in the Resolution adopted by the County Council on December 14, 2010, a copy of which is attached hereto as Exhibit B; provided, however, that the Company shall not be required to disclose any employee by name or other personally identifiable information.

SECTION 11.11. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.12. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.13. *Payment of Administration Expenses.* The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same; provided, however, that the County's attorneys' fees for all work relating to the drafting, review, and negotiation of the Inducement Resolution, this Fee Agreement, and related documents shall not exceed \$4,000.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and SYSCO COLUMBIA, LLC, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman
Richland County Council

ATTEST:

Clerk to Council

SYSCO COLUMBIA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

1. All that certain piece, parcel, lot or tract of land, with improvements thereon, if any, situate, lying and being on Garner's Ferry Road, southeast of the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as containing 102.68 acres, on that certain ALTA/ACSM Land Title Survey prepared for SYSCO Food Services of South Carolina, LLC, by Robert H. Lackey Surveying, Inc., dated January 5, 2001, recorded February 12, 2001 in Record Book 482, page 2134, Office of the Register of Deeds for Richland County. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.
2. 11.72 acres located at 8009 Garners Ferry Road (Hwy. 76/378), southeast of the City of Columbia, in Richland County, South Carolina, Tax Map number 19100-05-02.

EXHIBIT B

RICHLAND COUNTY COUNCIL REPORTING RESOLUTION

~#4811-7019-7519 v.4~

Richland County Council Request of Action

Subject

Direct Staff to contact Property Owners on Council Initiated Rezoning [PAGES 85-87] {*Forwarded from D&S Committee*}

Notes

June 26, 2012 - The committee recommended that Council approve the amended motion as submitted by the Planning Department. In addition, the committee recommended that Council add language to the motion that "the property owner", as well as Council and staff, be included in any consideration of potential impacts on Council initiated rezoning requests. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Direct staff to contact the property owner on Council initiated rezoning matters and determine if the existing zoning will be detrimental to others.

A. Purpose

County Council is requested to direct Legal and Planning staff to contact the property owner on Council initiated rezoning matters and consider the potential impacts of the requested zoning.

B. Background / Discussion

On May 1, 2012, a motion was made by the Honorable Norman Jackson, which was forwarded to the May 22, 2012 D&S Committee agenda:

“In order to rezone property by a Council member, legal and the Planning /Zoning Office must contact the owner. If the requested zoning is a lower classification or will affect the owners plans then it must be determined if it constitutes a Taking. A criteria should be developed to determine if the existing zoning will be detrimental to the adjacent or surrounding zonings before the request is considered.”

The Planning Director presented the following amended motion to the Honorable Norman Jackson on May 1, with his approval to consider:

“In order to rezone property by a Council member, Legal and the Planning/Zoning Office must contact the owner. Council, in coordination with staff, should consider any potential impacts when making a motion to amend zoning. At the time of the motion, Council can establish criteria to determine if the amended zoning will be detrimental to adjacent or surrounding zonings before the request is considered.”

C. Financial Impact

None at this time. Potential criteria established during the rezoning request may require outside assistance for determining impacts.

D. Alternatives

1. Direct staff as described above.
2. Do not direct staff as described above.

E. Recommendation

This request is at the discretion of County Council.

Recommended by: Norman Jackson, Council Member for District 11

Date: May 1, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 5/8/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a policy decision for council discretion. Recommendation is based on no financial impact as stated above, “None at this time. Potential criteria established during the rezoning request may require outside assistance for determining impacts.”

Planning

Reviewed by: Tracy Hegler

Date:

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Planning prefers the amended motion for its ease of implementation.

Legal

Reviewed by: Elizabeth McLean

Date: 5/9/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council’s discretion; however, I would recommend that Legal’s role be confined to offering counsel to Planning/Zoning staff regarding potential takings claims when the Planning Department Attorney requests assistance. I would not recommend any attorney from the County be the point of contact with an unrepresented potential adversarial constituent as this could lead to the attorney violating the Rules of Professional Conduct.

Administration

Reviewed by: Sparty Hammett

Date: 5/9/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

Richland County Council Request of Action

Subject

John Hardee Express Way Project Funding [**PAGES 88-93**] {*Forwarded from D&S Committee*}

Notes

June 26, 2012 - The committee recommended that Representative Joe Wilson be added to the funding request resolution. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: John Hardee Express Way Project Funding

A. Purpose

County Council is being requested to approve the resolution below to solicit Congressman Jim Clyburn's help in securing the remaining funds for the John Hardee Expressway project.

B. Background / Discussion

On May 1, 2012, Councilman Norman Jackson proposed the following:

A Resolution: The John Hardee Expressway is very important to the Midlands for future economic development. Richland and Lexington Counties have exhausted all possible funding programs to finance this project and the SCDOT has placed this program as a priority in the STIP. This is not about partisanship; it is about getting help from our congressional leaders to secure finance for the project which will bring thousands of jobs to the Midlands expanding and bringing more companies/industries to our community. I move that we ask Congressman Clyburn for help to secure the additional \$4.2 Million needed to complete the \$82 Million project.

The John N. Hardee Expressway is included in the Statewide Transportation Improvement Program (STIP) as a project that provides statewide significance. This project is consistent with the statewide long range transportation plan (MPO LRTP) and the metropolitan transportation improvement program. It was set for construction in 2006 by SCDOT but the available funding did not materialize. In 2007 the John N. Hardee Expressway (Airport Connector) was included in the System and Intermodal Connectivity Program and remains as one of the State's primary needs.

Without this project, the economic growth and stability of the region will continue to be threatened. This area is a major industrial hub for Lexington County, Richland County and the greater Columbia area. By completing this project, regional connectivity will improve and provide a direct link to one of the largest interstates in the State.

Over fifteen (15) years ago, it was recognized by community leaders in the Columbia, SC region that there was a need for a direct link from I-26 to the Airport. Currently, passengers and cargo vehicles must travel along a congested one-mile section of S.C. Route 302. This congestion has hindered airline passengers, the general public traveling through this area, and commercial traffic since none of them have direct access to I-26.

In addition to impeding these passengers going to the Airport, this traffic has hindered the economic growth in the area and around the Airport, since cargo-handling vehicles do not have direct access to I-26. One major industry near the Airport, UPS, decided to locate their Southeastern Hub in Columbia with assurance that a direct link to I-26 would be constructed in the future. Other industries in the area have chosen to locate their businesses near the Airport with the hope that a connection would be made. In addition to UPS, SCANA has decided to

relocate from downtown Columbia, closer to the Columbia Metropolitan Airport. It is anticipated that the John N. Hardee Expressway would provide a direct connection between I-26 and the Airport that would alleviate traffic congestion on S.C. Route 302 and other local roads, and facilitate access to the Airport, while providing existing travelers and industries in the area with benefits from the improved traffic flow.

C. Financial Impact

At this time, the impact on the County is not known. Funding needed for project completion: \$4.2 million.

D. Alternatives

1. Approve the request to solicit Congressman Clyburn’s help in securing the remaining funds for the John Hardee Expressway.
2. Do not approve.

E. Recommendation

1. It is recommended that Council approve the request to solicit Congressman Clyburn’s help in securing the remaining funds for the John Hardee Expressway.

Recommended by:
Councilman Norman Jackson

Date:
May 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 5/4/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Approval would be consistent with the County financial policy to consider all funding alternatives.

Grants

Reviewed by: Sara Salley

Date: 5/4/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

LegalReviewed by: Elizabeth McLean

Date: 5/4/12

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

Comments regarding recommendation:

Policy decision left to Council's discretion.

AdministrationReviewed by: J. Milton Pope

Date: 5-7-12

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

Comments regarding recommendation: Recommend approval



Project Location:
 Greater Columbia Area
 Lexington County, SC
 2nd Congressional District



John N. Hardee Expressway Phase II
 Above: Existing Conditions
 Top Right: Road Locations
 Middle Right: Renderings of Future Phase II Project
 Bottom Right: Rendering of Future Phase II Project

Richland County Council Request of Action

Subject

Review of the Comprehensive Plan to ensure consistency [PAGES 94-96] {Forwarded from D&S Committee}

Notes

June 26, 2012 - The committee recommended that Council direct staff to review the Comprehensive Plan in order to ensure consistency of zoning district requirements with the Comprehensive Plan recommendations and propose recommended changes, if any, to the Planning Commission. The vote in favor was unanimous.

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The Planning Department is prepared to review the Comprehensive Plan and zoning district requirements for consistency and can provide recommendations accordingly.

Legal

Reviewed by: Elizabeth McLean

Date: 5/9/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 5/10/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval to direct staff to review Comprehensive Plan.

Richland County Council Request of Action

Subject

Community Residential Care Facility Resolution to Richland County Legislative Delegation and SC General Assembly
[PAGES 97-102] {Forwarded from D&S Committee}

Notes

June 26, 2012 - The committee recommended that Council approve submittal of the resolution to the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly. The vote in favor was unanimous.

Richland County Council Request for Action

Subject: A resolution to the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly, that would provide Richland County with a greater role in locating Community Residential Care Facilities and similar use facilities in Richland County

A. Purpose

County Council is requested to support a resolution to the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly, that would provide Richland County with a greater role in locating community residential care facilities, group homes, boarding houses, halfway houses, and similar use facilities, in Richland County.

B. Background / Discussion

During the May 15th Council Meeting, the following motion was made by the Honorable Gwendolyn Kennedy:

“ A Resolution to the Richland County Legislative Delegation to promote local governments' ability to locate community residential care facilities, group homes, boarding houses, halfway house and similar uses consistent with State and Federal Law and the interests and character of single-family residential districts.”

A draft resolution is attached that supports this effort.

C. Financial Impact

None.

D. Alternatives

1. Approve submittal of the resolution to the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly
2. Do not approve submittal of the resolution.

E. Recommendation

This request is at Council's discretion.

Recommended by: Honorable Gwendolyn Kennedy. Date: May 15th 2012

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 6/8/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: J. Milton Pope

Date: 6-11-12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: Council discretion

WHEREAS, S.C. Code Ann. Subsection 6-29-770(A) provides, “Agencies, departments, and subdivisions of this State that use real property, as owner or tenant, in any county or municipality in this State are subject to the zoning ordinances,” and S.C. Code Ann. Subsection 6-29-770(E) provides, “The provisions of this section do not apply to a home serving nine or fewer mentally or physically handicapped persons provided the home provides care on a twenty-four hour basis and is approved or licensed by a state agency or department or under contract with the agency or department for that purpose”; and

WHEREAS, S.C. Code Ann. Subsections 6-29-770 further prescribes the licensing agency’s duties as follows, “(F) Prospective residents of these homes must be screened by the licensing agency to ensure that the placement is appropriate. (G) The licensing agency shall conduct reviews of these homes no less frequently than every six months for the purpose of promoting the rehabilitative purposes of the homes and their continued compatibility with their neighborhoods; and

WHEREAS, community residential care facilities, group homes, boarding houses, halfway houses and similar uses can create a fundamental change in the single-family character of the neighborhood and in certain circumstances may create more demand for on-street parking than would typically be associated in residential single-family neighborhoods; and

WHEREAS, determining whether a particular accommodation to a local government’s zoning or land use laws is reasonable depends upon, among other factors, whether the requested accommodation imposes an undue burden or expense on the local government and whether the proposed use creates a fundamental alteration in the zoning scheme; and

WHEREAS, the FHA does not generally affect the ability of local governments to regulate housing of this kind, as long as they do not discriminate against the residents on the basis of race, color, national origin, religion, sex, handicap or familial status; and

WHEREAS, Richland County opposes requested accommodations that would be likely to create a fundamental change in the single-family character of a neighborhood; and

WHEREAS, over-concentration of group homes or residential care facilities could adversely affect individuals with disabilities and would be inconsistent with the objective of integrating persons with disabilities into the community and in certain circumstances may create more demand for on-street parking than would typically be associated in residential single-family neighborhoods; and

WHEREAS, the FHA expressly allows "any reasonable local, State, or Federal restrictions regarding the maximum number of occupants permitted to occupy a dwelling" if the maximums apply to everyone in a dwelling, generally for the purpose of avoiding overcrowding. 42 U.S.C. § 3607(b)(1). See also *City of Edmonds v. Oxford House, Inc.*, U.S. , 115 S.Ct. 1776, 131 L.Ed.2d 801 (1995), and courts even have permitted application of a dispersal requirement to prevent cluster of group homes in certain circumstances. *Familystyle of St. Paul v. City of St. Paul, Minn.*, 923 F.2d 91 (8th Cir. 1991);

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council requests that the Richland County Legislative Delegation, in conjunction with the South Carolina General Assembly, pursue legislative measures designed to provide local governments with a greater role in locating community residential care facilities, group homes, boarding houses, halfway houses and similar uses consistent with state and federal law and the interests and character of single-family residential districts.

ADOPTED THIS ____ day of _____, 2012.

Kelvin Washington, Chair
Richland County Council

ATTEST this ____ day of _____, 2012

Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

Changes to Employee Handbook [PAGES 103-107] {*Forwarded from A&F Committee*}

Notes

June 26, 2012 - The committee recommended that Council approve the proposed changes to the Employee Handbook to resolve inconsistencies that currently exist. Council member Malinowski indicated that he will submit a list of questions for staff to answer prior to the Council meeting in July. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Changes to Employee Handbook

A. Purpose

To correct inconsistencies in the Employee Handbook vs. HR Guidelines, actual practices and/or applicable legislation.

B. Background / Discussion

Origin of Issue:

Human Resources Department

Lead Department:

Human Resources Department

What are the Key Issues (Precipitation of Project):

Since the handbook was passed by County Council, HRD and Finance have found six (6) inconsistencies that were made. These inconsistencies are actual discrepancies from how issues are actually being managed on a day-to-day basis by the County. Also, there is one item (Nepotism) that has been changed and approved since the publication of the handbook that needs to be updated in the handbook. Please see the attached two page documentation for details.

Date Ready for Implementation:

Upon Council approval

Multiple Year Project:

No

Estimated Work Hours for Completion:

5 hours of communication development and handbook changes.

Process to Date:

Process Plan for Future Action:

Develop Communication plan to employees.

Reference:

C. Financial Impact

1. Revision of Employee Handbook
2. Communication to Employees

D. Alternatives

1. Approve the proposed revisions to Employee Handbook
2. Do not approve the proposed revisions to Employee Handbook

E. Recommendation

Human Resources prepared this action with the support of the Finance Department.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 6/12/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna

Date:

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/19/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 6/20/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The proposed changes will resolve inconsistencies that currently exist in the Employee Handbook. Approval, therefore, is recommended.

HRD Handbook Necessary Revisions Update Needed to Employees 2011

Policy Changes Made Since 2009

Nepotism (not in Handbook)

Employees following under the nepotism guidelines are no longer able to be hired, promoted, or transferred in the same department (instead of the division group). No personnel actions can be taken to place immediate family in the same department.

Inconsistencies in Handbook that Need to be Fixed August 2009

Promotion Probation:

Handbook Language: A newly promoted employee is considered to be on probation in their new position for three months.

Correct Language:

Department Heads may require promoted employees to serve a promotional probationary period on his/her new job of not more than three (3) months at his/her former salary.

Inclement Weather:

Handbook Language:

At the discretion of the Department Head, exempt employees who do not work may either take accrued annual leave, leave without pay, or administrative leave with pay to help offset previously worked additional hours for up to 7.5 hours per week.

Correct Language:

Exempt employees who do not work must be compensated for the day's work. At the discretion of the Department Head, exempt employees who do not work may either take accrued annual leave, deduct annual leave hours from their annual leave account (if they have no accrued annual leave), or take administrative leave with pay (up to 7.5 hours per pay period) to help offset previously worked additional hours.

Holidays:

Handbook Language:

Exempt employees who are required to work on a holiday may request for administrative leave with pay (not to exceed 7.5 hours per week) as their schedules allow and Department Head authorizes.

Correct Language:

Exempt employees who are required to work on a holiday may request administrative leave with pay (not to exceed 7.5 hours per pay period) as their schedules allow and Department Head authorizes.

Retirement

Handbook Language:

If an employee is eligible for retirement and the appropriate documentation is provided to the County to verify such retirement, the County currently pays for health insurance coverage for such retiring employee subject to the terms and conditions of the insurance contract in existence at the time of retirement

Correct Language:

If an employee is eligible for retirement and the appropriate documentation is provided to the County to verify such retirement, the County may pay a percentage of the health insurance coverage based on current and most recent continuous Richland County years of service subject to the terms and conditions of the insurance contract in existence at the time of retirement.

Annual Leave:**Handbook Language:**

An employee must request and receive prior approval from his/her Supervisor or Department Head in order to utilize accrued annual leave. Annual leave may not be used during the first six (6) months of employment unless approved (in writing) by the Department Head.

Correct Language:

An employee must request and receive prior approval from his/her Supervisor or Department Head in order to utilize accrued annual leave. Annual leave may not be used during new hire probationary period unless approved (in writing) by the Department Head.

Handbook Language:

Unused annual leave will be paid for at termination only if the employee is terminated for non-disciplinary reasons and if the employee gives and properly works a two-week notice of resignation. The notice requirement may be waived by the County Administrator. Annual leave balances may be reduced for disciplinary reasons.

Correct Language:

An employee who is terminated shall be compensated in lump sum for the balance remaining of their accrued annual leave at the time their final check is cut, unless the reason for termination is gross misconduct or resigning or retiring to avoid termination (minus any funds the employee has authorized in writing for the County to deduct), not to exceed forty-five (45) days, provided s/he has successfully completed his/her new hire probationary period. No employee on annual leave at the time of termination of employment shall accrue any leave credit after the last day of work.

Richland County Council Request of Action

Subject

Comprehensive Sidewalk Improvement Program [**PAGES 108-112**] *{Forwarded from A&F Committee}*

Notes

June 26, 2012 - The committee recommended that Council direct staff to move forward and come back to Council with a more comprehensive plan. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Comprehensive Sidewalk Improvement Program

A. Purpose

To provide the staff with general policy guidance regarding preparation of the Comprehensive Sidewalk Improvement Program (CSIP) as part of the Council's Complete Streets Program Initiative adopted in November 2009.

B. Background

- On July 6, 2010, the Council adopted a Richland County Complete Streets Goals and Objectives. Objective 1B states "...Within two years of adoption of these goals and objectives, the County will adopt a comprehensive sidewalk installation program that designates the highest priority to external connections between residential areas and schools, recreation facilities and libraries; between residential areas and commercial areas; and a priority system for filling the gaps between existing sidewalks..." The Effectiveness Measures adopted to implement the Program include adoption of a comprehensive sidewalk installation program and revision of the appropriate county regulations and procedures.
- The Public Works Department (PWD) has completed the GIS mapping of the county maintained sidewalks. Chapter 21-22 (a) of the County Code gives the Public Works Director the responsibility to develop a systematic program for implementing sidewalk construction projects.
- The Planning & Development Services Department (PDSD) has completed its research of local and state sidewalk improvement programs. Research has also been completed regarding state and federal regulations affecting the provision of sidewalks, particularly compliance with the Americans With Disabilities Act Accessibility Guidelines (ADAAG) requirements.
- The PDSD and PWD have begun reviewing the various County regulations, policies and procedures affected by the Complete Streets Program. Since this is a "comprehensive" program, we have conducted initial meetings with the SCDOT and City of Columbia in this regard. We expect to present recommendations regarding changes to the regulations, policies and procedures later this year.
- The staff requests the Council to adopt a more specific set of policies for a sidewalk improvement project ranking system and to authorize the staff to explore some type of written agreements with SCDOT and the county's municipalities to coordinate sidewalk improvement projects among these entities.

C. Financial Impact

There is no financial impact involved in the establishment of sidewalk project ranking policies for the CSIP. The staff will recommend alternative funding resources for discussion in a separate ROA later this year.

D. Alternatives

1. Adopt the staff recommended set of policies, in whole, for a sidewalk improvement **project ranking system**.
2. Adopt the staff recommended set of policies, in part with modifications, for a sidewalk improvement project ranking system.
3. Do not adopt a set of policies for a sidewalk improvement project ranking system.

E. Recommendations

The staff recommends that the geographic distribution of sidewalk improvements use the same northeast, southeast and northwest distribution used for county road improvements.

The staff recommends a point system be used to rank sidewalk improvement projects in each of the geographic areas described above. Later this year, the staff will provide the Council with a separate ROA regarding a more specific recommended point system to implement the policies listed below.

Sidewalk Improvement Ranking Policies

- The priority ranking of sidewalk projects within 1 mile of existing or programmed schools, public buildings or public recreation facilities, shall be based on the distance from such facilities with the closest projects having higher priority.
- Proposed sidewalk projects on collector or arterial roads shall have higher priority than proposed projects on local roads.
- Sidewalk projects that fill in existing sidewalk gaps will have higher priority than projects that do not result in filling in the gaps.
- Sidewalk projects which provide a connection between existing or programmed residential areas and nearby existing or programmed retail or employment areas will have a higher priority than projects on internal local streets.
- Sidewalk projects which provide access to existing CMRTA bus stops will have higher priority than projects which do not provide access to existing CMRTA bus stops.
- All sidewalks must comply with the relevant provisions of the ADAAG. Sidewalk projects that implement the relevant provisions of the ADAAG will have the highest priority.
- Sidewalk projects within an approved Neighborhood Master Plan area will have higher priority than projects outside an approved Neighborhood Master Plan area.
- Sidewalk projects which complement other programmed SCDOT, municipality, CMRTA or county infrastructure projects will have higher priority than projects which do not complement such projects.
- Sidewalk projects within an approved Priority Investment Area (PIA) shall have higher priority than projects located outside an approved Priority Investment Area.
- Higher priority shall be given to sites with the lowest amount of site development issues, such as right-of-way, topography, utilities, drainage, etc.
- If one or more proposed sidewalk projects have a substantially similar ranking, the lower construction price, including contingencies, shall have a higher priority.

F. Approvals

Finance

Reviewed by: Daniel Driggers

Date: 6/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Based on the ROA the method of ranking will have no financial impact on the county therefore no recommendation provided.

Public Works

Reviewed by: David Hoops

Date: 6/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Planning

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 6/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 6/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend adoption of the staff recommended set of policies for a sidewalk improvement project ranking system.

ATTACHMENT A

OTHER RELEVANT SIDEWALK IMPROVEMENT INFORMATION

- The Council adopted a Strategic Plan in March 2009. One of the Desired Outcomes of Strategic Priority #2 – Improve Transportation Infrastructure – states “...A Complete Streets initiative will be implemented to ensure that alternative modes of transportation, such as bike lanes and sidewalks, are integrated into all new major transportation improvements...” **The proposed comprehensive sidewalk improvement program partially implements this Strategic Plan Priority.**
- On November 24, 2009, the Council adopted a Complete Streets Policy Resolution which stated, in part, “...the staff shall revise established regulations, policies...so that transportation systems are planned, designed, constructed and operated to make bicycling and pedestrian movement an integral of the County’s transportation planning...” **The proposed comprehensive sidewalk improvement program partially implements this Resolution.**
- The Council adopted the Richland County Comprehensive Plan on December 15, 2009. The Transportation Element, Goal 8 is to Support Transportation Growth Management Policies. One of the Implementing Strategies is “...Amend the regulations and procedures to include “Complete Streets” concepts...” **The proposed comprehensive sidewalk improvement program partially implements Goal 8.**
- One of the Desired Outcomes of Strategic Priority 1 – Manage Growth – states “...The County will identify priority investment areas and a plan will be created for targeting infrastructure and other incentives toward development in those areas...” The Comprehensive Plan includes a Priority Investment Element. This Element was developed through coordination with “...adjacent and relevant jurisdictions and agencies...”, including all governmental agencies, public & private agencies, transportation agencies and other public entities. **The proposed comprehensive sidewalk improvement program partially implements the Priority Investment Element of the Comprehensive Plan.**
- There is substantial empirical evidence which demonstrates that walkable communities generate higher value residences as well as higher value office, retail, apartment and industrial properties.
- In February 2012, SCDOT awarded a sidewalk construction bid on South Royal Tower Drive at \$ 46 /lineal foot of 5 ft. wide concrete sidewalk.
- Broad River Heights Master Plan estimated sidewalk construction cost - \$ 1.5 M
- Candlewood Master Plan estimated sidewalk construction cost - \$ 2.6 M
- Trenholm – Newcastle Master Plan estimated sidewalk construction cost - \$ 5.9 M
- Crane Creek Master Plan estimated sidewalk construction cost - \$ 6.8 M
- Decker-Woodfield Master Plan estimated sidewalk construction cost – no estimate to date
- SE Richland Neighborhood MP estimated sidewalk construction cost - no estimate to date
- Broad River Road Corridor MP estimated sidewalk construction cost – no estimate to date

Richland County Council Request of Action

Subject

Coroner request for approval to renew contract with Knight Systems [**PAGES 113-115**] *{Forwarded from A&F Committee}*

Notes

June 26, 2012 - The committee recommended that Council approve the request for approval to renew the contract with Knight Systems Inc. and encumber \$102,982.50 for FY 12-13 to pay for the service. Also staff, in conjunction with the Coroner's office, is to provide Council with further clarification on the monthly rate of the contract prior to the next Council meeting. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Coroner – 2400-Request for approval to renew contract with Knight Systems, Inc. for FY '12-'13.

Purpose:

Council is requested to approve the renewal of the contract with Knight Systems, Inc. for body removal services for the Coroner's Office for FY '12-'13 and the encumbrance of funds for these services.

A. Background/Discussion:

The contract with Knight Systems, Inc. went into effect in September 2011 with the option to renew each year for the next four years. Knight Systems, Inc. went through the bidding process required by Procurement and was awarded the bid to provide removal services for the Coroner's Office. Therefore, it is requested that the contract be approved for renewal. The contract will provide for removal services by Knight Systems, Inc. at a flat rate cost of \$8,500 per month for 11 months and \$9,482.50 for month 12. These are the terms as stated in the contract. This will require an encumbrance of \$102,982.50 for fiscal year '12-'13.

B. Financial Impact:

Based on the terms stated in the contract awarded for removal services, I would request an amount of \$102,982.50 be approved for encumbrance for removal services for the Coroner's Office for FY '12-'13.

C. Alternatives:

1. Approve.

Approval of this request to renew the contract with Knight Systems, Inc. and to encumber the funds requested will allow removal services to continue and payment for these services without interruption.

2. Do not approve.

If this request is not approved, body removal services will not be done and/or payment for body removal services will be delayed.

D. Recommendation

It is recommended that Council approve the request for the renewal of the contract with Knight Systems, Inc. and that funds be encumbered in the amount of \$102,982.50 for payment of these services.

Recommended by: Coroner Gary Watts Department: Coroner-2400 Date: 06/04/2012

Approvals

Finance

Reviewed by: Daniel Driggers Date: 6/8/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 6/12/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/12/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: J. Milton Pope Date: 6/13/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Richland County Council Request of Action

Subject

Coroner request for approval to renew contract with Professional Pathology Services **[PAGES 116-118]**
{Forwarded from A&F Committee}

Notes

June 26, 2012 - The committee recommended that Council approve the renewal of the contract with Professional Pathology Services, PC, and encumber initial funds of \$270,000 for autopsy services. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Coroner – 2400-Request for approval to renew contract with Professional Pathology Services, PC for FY '12-'13

Purpose:

Council is requested to approve the renewal of the contract with Professional Pathology Services, PC to perform autopsies and postmortem examination for the Coroner's Office for FY '12-'13 and the encumbrance of funds for these services.

A. Background/Discussion:

The contract with Professional Pathology Services, PC went into effect in July 1992 with the option to renew each year. This pathology group is the only group that can meet the specifications of the Coroner's Office to perform autopsy services. Therefore, it is requested that the contract be approved as a sole-source service provided to the county. The contract should provide for autopsy services by this group at a cost of \$950.00 per autopsy and \$100.00 per forensic consult exam.

B. Financial Impact:

Based on prior years and estimates, I would request an initial amount of \$270,000 be approved for encumbrance for autopsy and forensic consult exam services for FY '12-'13. It is possible that this amount will not be sufficient and will have to be increased during the year.

C. Alternatives:

1. Approve the request to renew the contract with Professional Pathology Services, PC and to encumber initial funds of \$270,000 for autopsy and exam services by Professional Pathology Services, PC.
2. Do not approve.

Approval of this request to renew the contract with Professional Pathology Services, PC and to encumber the funds requested will allow autopsies and forensic consult exams to be done and payment for these services without interruption.

If this request is not approved, autopsies and forensic consult exams will not be done and/or payment for autopsy services will be delayed.

D. Recommendation

It is recommended that Council approve the request for the renewal of the contract with Professional Pathology Services, PC and that funds be encumbered in the amount of \$270,000 for autopsy services.

Recommended by: Coroner Gary Watts Department: Coroner-2400 Date: 05/21/2012

Finance

Reviewed by: Daniel Driggers Date: 6/8/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 6/12/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/13/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Policy decision left to Council’s discretion.

Administration

Reviewed by: J. Milton Pope Date: 6/13/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Richland County Council Request of Action

Subject

Detention Center Medical Services Contract-Correct Care Solutions [PAGES 119-121] {Forwarded from A&F Committee}

Notes

June 26, 2012 - The committee recommended that Council approve the request to negotiate and award a contract for inmate medical services to Correct Care Solutions in the amount of \$4,156,882. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Negotiate and Award New Contract for Detention Center Medical Services

A. PURPOSE:

County Council is requested to approve the Detention Center and Procurement to negotiate and award a contract for inmate medical services to Correction Care Solutions for \$4,156,882 per year.

B. BACKGROUND / DISCUSSION:

Since 2001 the ASGDC has had privatized medical contact. The contract was originally award to Prison Health Service (PHS) and in September 05, Correct Care Solution (CCS) was determined to be the most responsive medical provider. As required per Richland County Ordinance the County must solicit every five years with all contracts. In January 2012 Procurement solicited an RFQ for inmate medical service at the ASGDC. After a review of the RFQ, CCS was the most responsive inmate medical provider.

C. FINANCIAL IMPACT:

The estimated expenditure is \$4,156,882 of the \$5,805,415 requested in account # 2100-5265, Professional Services.

D. ALTERNATIVES:

1. Approve the request to negotiate and award the contract with Correct Care Solutions.
2. Do approve request and have the County to provide its own medical services.

E. RECOMMENDATION:

The Department recommends that Council approve the request to negotiate and award the medical contract with CCS.

Recommend by: Ronaldo D. Myers Department: Detention Center Date: June 4, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 6/7/12

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Amount is included in the FY13 budget for inmate medical services as stated.

Procurement

Reviewed by: Rodolfo Callwood Date: 6/8/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 6/8/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett Date: 6/11/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Recommend Council approval to negotiate and award the medical contract to Correct Care Solutions.

Richland County Council Request of Action

Subject

Emergency Medicine Fellowship Grant Program Update [**PAGES 122-124**] *{Forwarded from A&F Committee}*

Notes

June 26, 2012 - The committee recommended that Council approve a change in the Emergency Services Department-Emergency Medicine/EMS Fellowship Grant program by changing the position from part-time to full-time. All associated costs will be paid through the grant and no county funds are needed. The vote in favor was unanimous.

Update Richland County Council Request of Action

Subject: Update - Emergency Medicine Fellowship Grant Program

A. Purpose

County Council is requested to approve a change in the Emergency Services Department - Emergency Medicine / EMS Fellowship Grant Program by changing the position from part-time to full-time. All costs will be paid through the grant. No county funds will be needed.

B. Background / Discussion

Council recently approved the Emergency Services Department to participate in the Emergency Medicine / EMS Fellowship Grant Program. The grant was also included in the 2012 – 2013 budget recently approved by Council. The grant is funded by the Carolina Care Foundation and they recently notified us of a change to the original grant. The position funded by the grant was listed as a part-time physician position; however, the position needs to be a full time position. The Grant will pay all costs and there is no match and no commitment to continue employment after the grant has ended.

C. Financial Impact

There is no financial impact. The grant will fund all costs associated with the program. The grant does not require a match from Richland County. The grant employee will not be employed after the grant is completed.

D. Alternatives

1. Approve the change in the Fellowship Grant and change the grant position from part-time to full time.
2. Do not approve the change.

E. Recommendation

It is recommended that Council approve the change in the grant position from a part time position to a full time position.

Recommended by: Michael A. Byrd Department: Emergency Services Date: 6/08/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Since it is a resource allocation request, it is left to council discretion

Grants

Reviewed by: Sara Salley

Date:6/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Human Resources

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council's discretion.

Legal

Reviewed by: Elizabeth Mclean

Date: 6/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Left to discretion of Council.

Administration

Reviewed by: Tony McDonald

Date: 6/11/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As indicated above, there is no financial impact to the County associated with this grant. All costs are covered, in their entirety, by the grantor. Recommend approval.

Richland County Council Request of Action

Subject

Funding for State Mandated Services [**PAGES 125-136**] {*Forwarded from A&F Committee*}

Notes

June 26, 2012 - The committee recommended that Council discuss a proposed funding strategy to address unfunded mandates during the FY 14 budget process. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Funding for State mandated services

A. Purpose

County Council is requested to consider a proposal to raise the County millage to meet the unfunded mandates from the SC Legislature.

B. Background / Discussion

During the FY13 budget discussions, Council Chairman Washington made the motion below. During second reading of the budget it was referred to the June A&F committee for discussion.

“Motion to raise the county millage to meet the unfunded mandates from the SC Legislature (SECTION 6-1-320). Millage rate increase limitation; exceptions. (B) Notwithstanding the limitation upon millage rate increases contained in subsection (A), the millage rate limitation may be suspended and the millage rate may be increased upon a two-thirds vote of the membership of the local governing body for the following purposes:

- (1) the deficiency of the preceding year;
- (2) any catastrophic event outside the control of the governing body such as a natural disaster, severe weather event, act of God, or act of terrorism, fire, war, or riot;
- (3) compliance with a court order or decree;
- (4) taxpayer closure due to circumstances outside the control of the governing body that decreases by ten percent or more the amount of revenue payable to the taxing jurisdiction in the preceding year; or
- (5) compliance with a regulation promulgated or statute enacted by the federal or state government after the ratification date of this section for which an appropriation or a method for obtaining an appropriation is not provided by the federal or state government.

Attached is the list of the unfunded mandates provided by the South Carolina Association of Counties during the budget work session.

C. Financial Impact

Financial impact would be determined during the annual budget discussions.

D. Alternatives

1. Approve the requested strategy as submitted.
2. Approve the requested strategy as amended.
3. Delay the decision until a later time.
4. Do not approve the requested strategy.

E. Recommendation

It is recommended that Council approve alternative 3 to have the discussion during the development of the FY14 budget.

Recommended by: Department: Administration Date: 6/14/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 6/15/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation:

Recommend alternative 3 which would provide Council time for review and discussion with the opportunity for your decision to be incorporated into the next budget cycle.

Legal

Reviewed by: Elizabeth McLean Date: 6/18/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council’s discretion, so long as the increase complies with the statute.

Administration

Reviewed by: Tony McDonald Date: 6/18/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation: Because the adoption of the FY 13 budget has been completed, it is recommended that the proposed funding strategy to address unfunded mandates be incorporated into the FY 14 budget process.

Legislative Mandates and Funding Floors

ANIMAL SHELTER

The county animal shelter personnel or governmental animal control officers shall pick up and impound or quarantine any dog running at large or quarantining any cat. S.C. Code §47-3-30.

Each county is authorized to establish an animal shelter for quarantining dogs and cats. Each county must employ personnel as necessary to administer the provisions of the article. If an animal shelter is established, funds may be provided in annual appropriations. S.C. Code §47-3-30.

"Animal shelter" includes any premises designated by the county or municipal governing body for the purpose of impounding, care, adoption, or euthanasia of dogs and cats held under authority of this article. S.C. Code §47-3-10.

ANNUAL AUDIT

Each county council must provide for an independent annual audit, by a non-interested CPA or PA, of all financial records and transactions of the county and any agency funded in whole by county funds and may provide for more frequent audits as it considers necessary. The report of the audit must be made available for public inspection. The report must be submitted to the Comptroller General no later than January 1 each year. If not timely reported, funds distributed by the Comptroller General to the county in the current fiscal year must be withheld pending receipt of a copy of the report. S.C. Code §4-9-150.

ASSESSORS

All counties must have a full-time assessor, who must appraise and/or reappraise and list all real property, whether exempted or not, except property required to be assessed by the Dept. of Revenue or that which is owned by a governmental entity (federal, state, county or political subdivisions), and a list of these must be furnished to the county auditor. Assessors must maintain records of all recorded deed sales transactions, building permits, tax maps, and other records necessary for continuing reassessment. S.C. Code §12-37-90. Assessors must also endorse deeds when recorded and attend continuing education courses. S.C. Code §§12-37-100, 110.

BUILDING CODES

Each county must enforce all building codes relating to construction, repair, occupancy, etc. of structures located in their jurisdiction. Each county must promulgate regulations to implement their enforcement. S.C. Code §6-9-10(A). The county must enforce only national building and safety codes provided in Chapter 9 of Title 6.

Each county must appoint a building inspector or contract with other political subdivisions for unincorporated areas of the county, who may appoint or employ other personnel. If a county is unable to comply with this requirement, an affidavit in support of an exemption from the

requirement must be submitted to the Building Codes Council. The affidavit must detail the financial reasons for the county's inability to provide this service, and exemptions resulting from any such affidavit shall last until it is financially feasible for the county to provide this service or five years, whichever is less. S.C. Code §6-9-30.

CORONER

S.C. Code §17-5-60 requires the county to provide the coroner with an office in the county with "proper fixtures."

COURT SECURITY

A Supreme Court order dated July 10, 2001, provides for courtroom security. For Family Court, a law enforcement officer must be present while the court is in session, unless excused. For Probate Court and Circuit Court, a law enforcement officer must be present if requested by the judge. Each county must also provide adequate equipment and/or personnel to provide physical screening of all individuals entering a courtroom.

COURTS

Administrative Law Judge

This proviso requires counties to provide for each Administrative Law Judge residing within that county, upon their request, an office within the existing physical facilities if space is available, to include all utilities and a private telephone. 2011 Act No. 73, Part IB, 71.2.

Circuit and Family Courts

This proviso requires counties to provide for each circuit court and family court judge residing within that county an office to include all utilities and a private telephone, and requires counties to provide the same for Supreme Court Justices and Judges of the Court of Appeals upon their request. 2011 Act No. 73, Part IB, 44.2.

There does exist §4-1-90 which states, "If at any time the courthouse of any county in this State shall be in course of reconstruction or repair or from any other cause shall not be in condition to be occupied, the governing body of the county must furnish suitable rooms for the accommodation of the courts and public officers." In addition, there is a Supreme Court Opinion in *Greenfield v. Greenfield* which finds that, "the construction and maintenance of courtroom facilities is now and traditionally has been a county obligation... and it is my opinion that it is the obligation of the counties to provide the facilities and support personnel other than judges and court reporters for the circuit courts assigned to a county."

S.C. Code §20-7-1490 requires each county to "provide sufficient physical facilities for the operation of the statewide family court system in that county. Section 20-7-1500 provides that the General Assembly shall provide the "salaries, equipment, and supplies of family court judges and court reporters and secretaries."

Magistrate

Each county must provide necessary and sufficient facilities and personnel for magistrates' courts in that county. The county must provide other personnel determined to be necessary by the county, such personnel being county employees paid by the county. S.C. Code §22-8-30. No county may pay a magistrate a salary lower than the base salary established for that county by the provisions of subsection (B) of this section. S.C. Code §22-8-40(K).

Master-in-Equity

Each county in which a master-in-equity serves must provide salary, equipment, facilities, and supplies of the master-in-equity, and salaries of support personnel and other necessary costs. S.C. Code §14-11-30.

Probate Court

A probate court must be located at the county seat and open for business during reasonable hours. S.C. Code §14-23-1010. There shall be a judge of probate for each probate court. S.C. Code §14-23-1020.

Each county must provide necessary office equipment of the probate court, books necessary for keeping records, office space and additional support personnel necessary for the orderly conduct of business. If the probate court maintains the original of a document in the master file of a matter and a copy of that document on microfilm, a computer system, or on another similar system, it is not necessary for the probate court to maintain a second separate record with copies of those types of documents, provided a general index or an index for those types of documents is maintained. S.C. Code §14-23-1130.

DEPARTMENT OF DISABILITY AND SPECIAL NEEDS (DDSN)

S.C. Code §44-20-375 provides for the creation of disability and special needs boards in the various counties. The funding for these boards is covered by §44-20-380 and is appropriated by the state. These county boards may, however, seek additional funding from the county, but there is no requirement that the counties provide the initial or primary funding for them.

DEPARTMENT OF JUVENILE JUSTICE (DJJ)

Each county is required by S.C. Code §20-7-1490 to provide facilities for intake and probation services of the Department of Juvenile Justice.

DEPARTMENT OF SOCIAL SERVICES (DSS) AND DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

S.C. Code §43-3-65 provides, "The governing authorities of each county shall provide office space and facility service, including janitorial, utility and telephone services, and related supplies, for its county Department of Social Services."

Employees transferred from DSS to DHHS who determine medicaid eligibility shall be provided office space and facility services for this function just as office space and facility services must

be provided by the county for DSS functions under S.C. Code §43-3-65. 2011 Act No. 73, Part IB, 21.14.*

DNA

The law enforcement agency responsible for the control of evidence during a criminal investigation must preserve, with sufficient documentation and under circumstances designed to preserve forensic value, all physical evidence and biological material related to the conviction or adjudication of a person for certain enumerated crimes. S.C. Code §17-28-320(A).

The physical evidence and biological material must be preserved until the person is released from incarceration, dies while incarcerated, or is executed for the offense enumerated in subsection (A). However, if the person is convicted or adjudicated on a guilty or nolo contendere plea for the offense enumerated in subsection (A), the physical evidence and biological material must be preserved for seven years from the date of sentencing, or until the person is released from incarceration, dies while incarcerated, or is executed for the offense enumerated in subsection (A), whichever comes first. S.C. Code §17-28-320(C).

ELECTIONS

The governing bodies of each county must audit and pay all accounts for necessary expenses incurred by the commissioners and managers of election for stationery, the making of election boxes, rents and similar expenses in elections held in this State. S.C. Code §7-23-40.

EMERGENCY PREPAREDNESS

County governments must cooperate with state and municipal governments in developing and maintaining a plan for mutual assistance in emergencies. Each county is responsible for preparing its available resources or the resources of another county, municipality or the state to support emergency operations. Also, each county is responsible for creating a shelter/relocation plan to protect citizens from the hazards of a nuclear emergency and for provision of housing and care for persons displaced or homeless as a result of a natural or man-made emergency. S.C. Code §25-1-450.

FINANCIAL REPORT

Counties receiving revenues from Aid to Subdivisions shall annually submit a financial report to the State Budget and Control Board, detailing their sources of revenue, expenditures by category, indebtedness, and other information as the State Budget and Control Board requires, by January 15th of each year. If no report is filed by January 15, the CAO will be notified in writing that the county has 30 days to comply. If the county doesn't comply within 30 days, the Comptroller General will withhold 10% of subsequent payments of state aid until the report is filed. S.C. Code §6-1-50.

HEALTH DEPARTMENT / DHEC

This proviso requires each county to provide all operating expenses of the local health department other than salaries, fringe benefits and travel in an amount at least equal to that appropriated for operations for each county in Fiscal Year 1981. The proviso states that a reduction in the local health department funding level may be made in the event any county makes uniform reductions in appropriations to all agencies or departments for maintenance and operations. 2011 Act No. 73, Part IB, 22.7.*

INSURANCE

Each county, in regard to tort and automobile liability, property and casualty insurance, must procure insurance to cover these risks for which immunity has been waived by 1) purchase of liability insurance from the Budget and Control Board, or 2) the purchase of liability insurance from a private carrier, or 3) self-insurance, or 4) pooled self-insurance liability funds by intergovernmental agreement. S.C. Code §15-78-140(b).

JAIL

The Department of Corrections may order a person convicted of a state offense who is sentenced to less than ninety days imprisonment to be held in the county jail. S.C. Code §24-3-20.

Each county must furnish, at all times, access to medical care, sufficient food, water, clothing, personal hygiene products, bedding, blankets, cleaning supplies, and shelter from extreme heat or cold or rain for all persons confined in a jail. S.C. Code §24-5-80.

LIBRARIES

Each county shall establish within the county a county public library system. The governing body of any county may by ordinance provide for the composition, function, duties, responsibilities, and operation of the county library system. S.C. Code §4-9-35(A).

To receive the aid to Counties Libraries Allotment, local library support may not be less than the amount actually expended for library operations from local sources in the second preceding year. 2011 Act No. 73, Part IB, 29.1.

MEDICALLY INDIGENT ASSISTANCE PROGRAM (MIAP)

The MIAP is primarily financed through county assessments. The State Treasurer withholds a sum equal to fifty cents per capita from each county's allotted portion of the Local Government Fund. This money is used to provide Medicaid services. County governments combined statewide are assessed an additional thirteen million dollars annually for use as matching funds for Medicaid services, and county shares of the thirteen million dollars are derived from a formula which weighs property value, personal income, net taxable sales, and the previous two years of claims against the medically indigent assistance fund against county residents. If a

county has a trust fund set up for indigent care in the county, contributions on behalf of the county must be credited against the county's portion of the thirteen million dollars. S.C. Code §44-6-146.

PROBATION, PARDON, AND PAROLE (PPP)

S.C. Code §24-21-270 reads, "The governing body of each county in which a probation agent serves shall provide, in or near the courthouse, suitable office space for such agent."

PUBLIC DEFENDER

This proviso states that no county may contribute less money to indigent defense than the amount the county contributed as of July 1, 2001. No county shall be permitted to contribute less money than the amount the county contributed in the prior fiscal year. 2011 Act No. 73, Part IB, 47.1.

S.C. Code §17-3-590 of the Indigent Defense Act of 2007 requires the administering county to provide appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the public defender's office in cooperation with the other counties in the circuit and in a pro rata share according to each county's population. S.C. Code §17-3-540 provides that the public defender may maintain offices in the other counties comprising their judicial circuit.

No county may reduce its contribution to the public defender below the amount provided for such organization in the prior fiscal year. S.C. Code §17-3-550. All personnel costs including fringe benefits must be paid by the administering county, but the administering county must be reimbursed from operational funds provided to the circuit public defender office from county and state appropriated funds.

RECORDS MANAGEMENT

It is a misdemeanor to unlawfully remove a public record from where it is kept or alter, deface, mutilate, or destroy it. S.C. Code §30-1-30. The legal custodian of public records must protect them against deterioration, mutilation, theft, loss, or destruction, and make them available for easy use. S.C. Code §30-1-70.

The governing body of each county and every public records custodian must cooperate with the Department of Archives and History in complying with this chapter and to establish and maintain an active, continuing program for the economical and efficient management of the records of the county. S.C. Code §30-1-80.

No records of long term or enduring value created, including those filed, kept, or stored electronically, or those records converted from paper to magnetic, optical, film, or other media in the transaction of public business may be disposed of, destroyed, or erased without an approved records schedule. All records disposals that are carried out in accordance with duly approved

records schedules must be documented and reported in accordance with procedures developed by the Archives. S.C. Code §30-1-90(D).

Records of litigation and criminal proceedings in these courts shall be retained permanently. S.C. Code §14-13-10.

A public official or custodian of public records who refuses or willfully neglects to perform any duty required of him by Sections 30-1-10 through 30-1-140, including the transfer of records to storage facilities approved by the Archives, is guilty of a misdemeanor and, upon conviction, must be fined not less than two hundred dollars nor more than five thousand dollars. S.C. Code §30-1-140.

S.C. Regs 12-1002 provide the required minimum standards for all records storage facilities, including construction, environment, and safety of records.

S.C. Regs 12-1100 provide the general retention schedule.

ROAD MAINTENANCE

Each county shall take charge of and manage the repair of highways in the county. Bridges shall be repaired under supervision of and expenses paid out of the money in the county treasury raised and appropriated for this purpose. S.C. Code §57-17-70.

If the members of the governing body of any county neglect to have repaired any of the highways and bridges which by law are required to be kept in repair, they shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum of not less than one hundred nor more than five hundred dollars, in the discretion of the court. S.C. Code §57-17-80.

At least twenty-five percent of a county's apportionment of "C" funds, based on a biennial averaging of expenditures, must be expended on the state highway system for construction, improvements, and maintenance. S.C. Code §12-28-2740(C).

SALARY SUPPLEMENTS

This proviso states that salary supplements provided to clerks of court, probate judges, coroners, sheriffs, registers of deeds, auditors, and treasurers are in addition to amounts provided as compensation for these officials by counties. The amounts supplemented by the county for these positions' salaries shall not be reduced by the county as a result of the state appropriations. The proviso further states that reduction of county expenditures in the operations of these offices without corresponding reduction in the county's state aid to subdivisions is permissible. 2011 Act No. 73, Part IB, 86.4.* In the current fiscal year, this proviso supersedes S.C. Code §8-15-65.

SCHOOL LUNCH SUPERVISORS

Counties are required by S.C. Code §59-63-750 to pay each lunch supervisor a salary, \$300 per year for expenses, and furnish office space and equipment for properly administering school lunch programs.

SHERIFF AND OTHER COUNTY OFFICIALS' OFFICE SPACE

The governing body of each county shall furnish the probate judge, auditor, superintendent of education, clerk of court, sheriff, treasurer and master in equity of their respective counties office room, together with necessary furniture and stationery for the same, which shall be kept at the courthouse of their respective counties, and it shall supply the offices of such officials with fuel, lights, postage and other incidentals necessary to the proper transaction of the legitimate business of such offices. The provisions of this section, as they relate to office space in the courthouse, shall not apply to Richland County. S.C. Code 4-1-80.

SOLICITOR

This proviso states that amounts appropriated in the General Appropriations Act for solicitors' offices are in addition to any amounts presently being provided by the county for these services and may not be used to supplant funding already allocated for such services. 2011 Act No. 73, Part IB, 46.5.*

STORMWATER MANAGEMENT

DHEC can delegate stormwater regulations to local governments. S.C. Code §48-14-10.

To the extent possible, the S.C. Land Resources Conservation Commission intends to delegate the provisions of these regulations to local governments. Those program provisions which are subject to delegation include stormwater management and sediment control plan approval, construction and maintenance inspections, enforcement, and education and training. S.C. R.72-300(C).

If the Commission determines that a delegated program falls below acceptable standards established by these regulations, delegation may be suspended. During a period of suspension, the Commission shall be responsible for implementation of the program element. The Commission shall collect fees based on R.72-306 for use when the delegation is suspended.

The following actions may be cause for suspension if they represent a continuing pattern of action or in-action:

- (1) Failure of implementing agency with the responsibility for enforcement to issue a violation in the event of off-site sediment or stormwater damage resulting from non-compliance with the approved plan.
- (2) Failure of the implementing agency to assess a fine when a violation has not been corrected within the specified time frame.

- (3) Failure of the implementing agency to stop work when a violation has resulted in off-site damages.
 - (4) Failure of the implementing agency to force compliance with an approved plan.
 - (5) Failure of the delegated program to comply with the provisions of its application for delegation.
- R.72-304(L).

Where the Commission is the implementing agency, the Commission may assess a fee not to exceed \$100.00 per disturbed acre up to a maximum of \$2000.00. No fee will be charged for land disturbing activities which disturb two acres or less. A fee of \$100.00 will be charged for permit modifications. R.72-306(B).

"Local Government" means any county, municipality, or any combination of counties or municipalities, acting through a joint program pursuant to the provisions of this chapter. R.72-301(26).

VICTIMS' SERVICES

This proviso states that amounts appropriated in the General Appropriations Act for victim assistance programs in solicitors' offices are in addition to amounts presently being provided by the county for these services and may not be used to supplant funding already allocated for such services. 2011 Act No. 73, Part IB, 72.8.*

A law enforcement agency must provide any measures necessary to protect the victims and witnesses, including transportation to and from court and physical protection in the courthouse. S.C. Code §16-3-1525(G).

A law enforcement agency must make reasonable efforts to notify victims upon changes in the custody of the person accused of committing the crime, e.g. escape, release, transfer, parole. S.C. Code §16-3-1525 and §16-3-1530.

A law enforcement agency must provide a victim, free of charge, a copy of the initial incident report of his case and a document describing his rights and responsibilities. S.C. Code §16-3-1520(A).

A law enforcement agency, within a reasonable time of initial contact, must assist each eligible victim in applying for victim's compensation benefits and other available financial, social service, and counseling assistance. S.C. Code §16-3-1520(B).

A law enforcement agency, upon request, must make a reasonable attempt to inform a victim of the status and progress of his case from initial incident through disposition in magistrate or municipal court; the referral of a juvenile offender to the Department of Juvenile Justice; or transmittal of a general sessions warrant to the prosecuting agency. S.C. Code §16-3-1520(D).

Richland County Council Request of Action

Subject

IGA Extension with City of Columbia re: Animal Shelter Operations [**PAGES 137-150**] {*Forwarded from A&F Committee*}

Notes

June 26, 2012 - The committee recommended that Council approve the IGA extension with the City of Columbia regarding Animal Shelter Operations. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: IGA Extension with City of Columbia re: Animal Shelter Operations

A. Purpose

Council is requested to approve the attached IGA extension with the City of Columbia regarding Animal Shelter Operations.

B. Background / Discussion

The City of Columbia and Richland County began joint Animal Shelter operations July 1, 2007. This partnership provides for the efficiency of operations and streamlined customer service for all Richland County residents.

The partnership has been a successful one, and both parties wish to extend the IGA for these services for the next five (5) years – through July 31, 2017.

Of note:

- The proposed IGA extension will **not** increase costs to the County.
- While the proposed IGA extension offers a partnership opportunity with regards to the Adoption component of the shelter (6. Adoption Fees), Richland County chooses to **not** participate at this time, as it would cost the county approximately \$5,000 more per month. The City will continue to adopt out County pets as it has done since 2007.
- The proposed IGA extension confirms that the City will continue to collect animal license fees for unincorporated pets that are returned to owner. (17. Collection of County Differential License Fee.) The City will also continue to collect animal license fees for unincorporated pets being adopted.

The original 2007 IGA, First Amendment to the original 2007 IGA, and the proposed IGA extension are attached for your convenience.

C. Financial Impact

There is no financial impact associated with this request. The annual average cost associated with this IGA is approximately \$320,000, which is budgeted for annually in the Animal Care Department's budget.

D. Alternatives

1. Approve the IGA extension as presented.
2. Approve the IGA extension as amended.
3. Do not approve the IGA extension.

E. Recommendation

It is recommended that Council approve the IGA extension as presented.

Recommended by: Sandra Haynes, Director, Animal Care Department Date: May 16, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 6/12/12

Recommend Council approval

Recommend Council denial

✓ Council discretion

Comments regarding recommendation:

Approval of IGA is an item for Council discretion. Budget funds are included in the FY13 budget as stated.

Legal

Reviewed by: Elizabeth McLean

Date: 6/12/12

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Roxanne Ancheta

Date: June 13, 2012

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the IGA as presented. Please note that the current IGA expires July 31, 2012.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

FIRST RENEWAL TO
INTERGOVERNMENTAL AGREEMENT
(Animal Care Facilities)

THIS RENEWAL is entered into this ____ day of _____, 2012, by and between Richland County (hereinafter the "County") and the City of Columbia (hereinafter the "City").

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter the "IGA"), dated July 31, 2007, regarding the County's use of the City's Animal Shelter with an Initial Term of five (5) years; and

WHEREAS, the parties also entered into a First Amendment of that IGA, dated November 5, 2010, replacing Paragraphs 2 & 6 of the IGA dealing with per-diem costs and adoption revenue sharing through the end of the Initial Term of that IGA with said Initial Term expiring after July 31, 2012;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties hereinafter set forth their intent to renew the IGA. The First Amendment will expire after July 31, 2012, and have no further force or effect.

1. With the expiration of the First Amendment, Paragraph 2 of the IGA reverts back to its original terms.

2. The IGA is renewed with a new Paragraph 6 replacing the original as follows:

6. Adoption Fees. Any revenue generated from the adoption of animals from the Animal Shelter may be split between the parties in the same percentage as the parties share the costs of operating the adoption center at the Animal Shelter.

3. The IGA is renewed with a new Paragraph 17 providing for:

17. Collection of County Differential License Fee. The City shall agree to collect the County differential license fee for pets that have been impounded and are subsequently returned to their owners which reside in the unincorporated areas of Richland County, the Town of Irmo, the Town of Blythewood, and the Town of Arcadia Lakes. The City shall collect this fee on the County's behalf for all pet redemptions in which the owner or custodian is paying with cash, check or money order. The County shall provide the City with all mutually agreed upon stationery required for such duty. The County shall also make the appropriate accommodations to facilitate the safe transport of said fees from the City to its office where it shall be administratively accounted for.

4. In all other respects, the IGA shall remain in full force and effect for a five (5) year renewal term ending after July 31, 2017.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: J. Milton Pope
Its: County Administrator

WITNESSES:

CITY OF COLUMBIA, SOUTH CAROLINA

By: Steven A. Gantt
Its: City Manager

Richland County Attorney's Office



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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
(Animal Care Facilities)

THIS AMENDMENT entered into this 5th day of November, 2010, by and between Richland County (hereinafter the "County") and the City of Columbia (hereinafter the "City").

WHEREAS, the parties entered into an Intergovernmental Agreement (hereinafter the "Agreement"), dated July 31, 2007, regarding the County's use of the City's Animal Shelter; and

WHEREAS, the parties now wish to amend said Agreement to allow for monies due the County under Paragraph 6 (Adoption Fees) to act as a credit towards money due the City under Paragraph 2 (Per Diem Cost), to provide for a 25% revenue sharing on adoption fees, and to lock in the \$14.00 per diem fee until the end of the initial term of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound hereby, the parties agree as follows:

1. The Agreement is amended by deleting existing paragraph 2 (Per Diem Cost) and existing paragraph 6 (Adoption Fees), and inserting the following as new paragraphs 2 and 6:

2. Per Diem Cost. Beginning on the date a Certificate of Occupancy is issued for the completed capital expansion, the City will commence to accept canis familiaris (dogs) and felis domesticus or felis catus (cats), hereinafter collectively referred to as "animals", delivered by County personnel and County citizens. Beginning on that date, the County will pay the City Fourteen and no/100 (\$14.00) Dollars per day per animal for impoundment and euthanasia. The City may accept other small mammals, reptiles, birds, or rodents, at no cost, as space permits and in the City's sole and exclusive discretion. City shall invoice the County monthly for payment. If the City does not receive payment in full within sixty (60) days, the City, in its sole and exclusive discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full. Any money due to the County under Paragraph 6 of this Agreement shall act as a credit towards the fees due to the City under this paragraph. Monthly invoices from the City shall be reduced accordingly.

6. Adoption Fees. The City and the County shall split any revenues from the adoption of animals from the Animal Shelter, with the County receiving 25% of all such revenue and the City

receiving the remaining portion. The revenue shall be paid to the County in the form of a credit towards per diem fees, as provided in Paragraph 2 above.

2. In all other respects, the Agreement shall remain in full force and effect.

3. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall constitute a single instrument.

4. This Amendment shall be binding upon and fully enforceable against the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names and their corporate seals to be hereunto affixed the day and year first written above.

WITNESSES:

Sigau Heaton
Roxanne Ancheta

RICHLAND COUNTY, SOUTH CAROLINA

J. Milton Pope
By: J. Milton Pope
Its: County Administrator

WITNESSES:

Mark Gentry
[Signature]

CITY OF COLUMBIA, SOUTH CAROLINA

Steve A. Gantt
By: Steve A. Gantt
Its: City Manager

escrow agent to the City. In the event of a dispute, the County Administrator and the City Manager shall attempt to amicably resolve the dispute. In the event they are unable to do so, the City and County agree to promptly arbitrate, by binding arbitration, any such dispute. Time is of the essence in resolving any such dispute. The City and County will utilize an arbitrator certified by the South Carolina Supreme Court and will proceed under the arbitration procedures adopted by the South Carolina Supreme Court. The City and County will equally divide the cost of the escrow agent and the arbitrator, if any. If the total cost of construction procurement and construction of the expansion exceeds the above amount, the City shall invoice the County for any additional costs up to 15% of the above amount, with the reasons for such costs specifically stated. The County shall timely remit the additional funds to the escrow agent for payment to the City.

2. Per Diem Cost. Beginning on the date a Certificate of Occupancy is issued for the completed capital expansion, the City will commence to accept canis familiaris (dogs) and felis domesticus or felis catus (cats), hereinafter collectively referred to as "animals", delivered by County personnel and County citizens. On that date, the County will pay the City Fourteen and no/100 (\$14.00) Dollars per day per animal for impoundment and euthanasia. The City may accept other small mammals, reptiles, birds, or rodents, at no cost. As space permits and in the City's sole and exclusive discretion. City shall invoice the County monthly for payment. If the City does not receive payment on full within sixty (60) days, the City, in its sole and exclusive discretion, may refuse to accept animals from County personnel or citizens until all delinquent amounts are paid in full.

Future increases will be managed through the budgeting process for both jurisdictions. A budget request will be forwarded to the County on or before February 1st of every fiscal year to

address potential increases. The City may request that the County pay an increased amount for per day per animal for animal impoundment and euthanasia based upon increased operating costs of the Animal Shelter by the City¹. In the event the County denies the City's request for a fee increase, the County Administrator and the City Manager shall attempt to amicably resolve the dispute. In the event they are unable to do so, the City and County agree to promptly arbitrate, by binding arbitration, any such dispute. Time is of the essence in resolving any such dispute. The City and County will utilize an arbitrator certified by the South Carolina Supreme Court and will proceed under the arbitration procedures adopted by the South Carolina Supreme Court. The City and the County will equally divide the cost of the arbitrator, if any.

3. Shelter Policies. The City's policies and ordinances, as may from time to time be amended, will apply to any and all operations of the Animal Shelter, including but not limited to the disposition of animals received at the Animal Shelter, adoption, redemption and spay/neuter, which are listed by way of illustration and not limitation. Prior to any change of Animal Shelter policies relating to animal care management, the City Manager and the County Administrator will confer as to the proposed change and mutually agree to the change before such policy is adopted and implemented by the City.

4. Advisory Committee. An Animal Advisory Committee will be established by both jurisdictions to serve as an oversight committee to make recommendations regarding improving animal care services provided to the citizens of the community. The Committee will be comprised of the County Administrator or his designee, City Manager or his designee and two members each of City and County Councils, or two citizens appointed by City Council and two

¹Operating Costs are those costs for Animal Shelter operations contained in the City's proposed budget for that fiscal year.

citizens appointed by County Council to represent the respective Councils. The Committee will meet at least once a year in March.

5. Capacity Issues. During the construction of the capital expansion, the City Manager and County Administrator will be responsible for developing an emergency action to address emergency situations that would impact the operations of the facility including, but not limited to, events which would require a total or partial closure of the Animal Shelter, repair or replacement of the Animal Shelter in the event of partial or total destruction, or situations whereby a large number of animals are delivered to the Animal Shelter for holding at one time. This plan would include a maintenance provision to ensure the on-going quality and up-keep of the facility. The City Manager and County Administrator are also responsible for developing a plan to address future needs of the City and County for future expansion of animal control facilities.

6. Adoption Fees. The County and City shall split any revenue from the adoption of animals from the Animal Shelter, with the percentages of such split being negotiated and agreed upon by the County Administrator and the City Manager within six (6) months of the execution of this agreement.

7. County Animals-Not Impounded. The County agrees to pay per diem costs on all animals not impounded by Richland County Animal Care but released by citizens from the unincorporated area of the County. The County shall have the right to periodically inspect and audit all records collected by the City verifying the residency of such citizens.

8. Term. The initial term of this Agreement shall be for five (5) years and renewable for an additional five (5) year term.

9. Termination. The County or the City may terminate this agreement by

action of either Council with a one (1) year notice. If terminated, the City agrees to refund the capital construction cost of the County based upon an agreed depreciated capital schedule. The depreciated schedule with a cost value shall be documented every year in the Certified Annual Audit.

10. Breach. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

11. Waiver. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

12. Notice. Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

With a copy to:

Superintendent of Animal Services
127 Humane Lane
Columbia, SC 29209

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County

County Administrator
Post Office Box 192
Columbia, SC 29202

13. Entire Agreement. This Agreement represents the entire understanding and Agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. To the extent that any additional or different provisions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

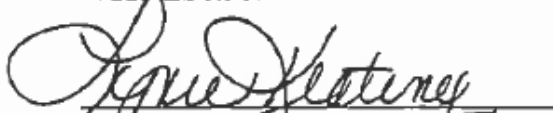
14. Agreement Interpretation. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.


15. Severability. If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

16. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

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

WITNESSES:



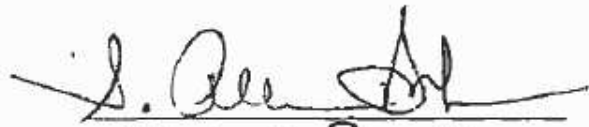


RICHLAND COUNTY


BY: 

J. Milton Pope

ITS: County Administrator


Valerie R. Smith

CITY OF COLUMBIA

BY: 
Charles P. Austin, Sr.
ITS: City Manager

Richland County Council Request of Action

Subject

National Aviation Week Proclamation [**PAGES 151-154**] {*Forwarded from A&F Committee*}

Notes

June 26, 2012 - The committee recommended that Council approve the request to proclaim August 12-18, 2012 as National Aviation Week in Richland County and issue a suitable proclamation. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: National Aviation Week 2012 proclamation

A. Purpose

To recommend to the Richland County Council to proclaim August 12 – 18, 2012 as National Aviation Week in Richland County and issue a suitable proclamation.

B. Background / Discussion

President Franklin Delano Roosevelt first established National Aviation Day in 1939 to coincide with the birthday of Orville Wright. This celebration was subsequently expanded to National Aviation Week.

Richland County Council is the owner of one of the premier general aviation reliever airports in the State which provides a vital transportation hub and economic engine for the County and region.

It is appropriate, therefore, that the Council promote aviation and its airport during this annual celebration. A proclamation has been drafted and provided for consideration and issuance.

C. Financial Impact

There is no financial impact from the issuance of this proclamation. However, the annual economic impact of the Jim Hamilton – LB Owens Airport (CUB) was analyzed as part of a statewide aviation economic impact study in 2005 and estimated at \$14.8 Million.

D. Alternatives

The alternatives available to County Council follow:

1. Approve and issue the proclamation.
2. Do not approve and issue the proclamation.

E. Recommendation

It is recommended that Council approve the request to proclaim August 12 – 18, 2012 as National Aviation Week in Richland County and issue a suitable proclamation.

Recommended by:
Christopher S. Eversmann, PE, CM

Department:
Airport

Date:
June 11, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 6/11/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 6/11/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald

Date: 6/11/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the proclamation.

Richland County Council Proclamation:

Whereas, Orville Wright, and his brother Wilbur, invented the first airplane to achieve powered, sustained, heavier-than-air, controlled human flight; and

Whereas, The Wright Flyer was first flown by Orville for a length of 120 feet in 12 seconds, at a speed of 6.8 miles per hour over the ground at Kill Devil Hill, North Carolina in December 1903; and

Whereas, Aviation has revolutionized all aspects of modern world history and impacts all of our lives on a daily basis; and

Whereas, The first pilot, Orville Wright, was born on August 19, 1871; and

Whereas, President Franklin Delano Roosevelt first established National Aviation Day in 1939 to coincide with the birthday of Orville Wright; and

Whereas, Richland County enjoys a direct and significant connection to these aviation pioneers through the Curtiss – Wright Hangar which still stands and is included on the National Register of Historic Places; and

Whereas, The Owens Field Municipal Airport, named in honor of Columbia’s “Flying Mayor” Dr LB Owens, was first opened in 1930 and has provided a base for commercial, military, and general aviation in Richland County over the course of its 82 year history; and

Whereas, Under the guidance of the Richland County Airport Commission, the Jim Hamilton – LB Owens Airport today is one of the premier general aviation reliever airports in the State and provides a vital transportation hub and economic engine for the County and region.

Now, therefore, the Richland County Council takes pride in proclaiming August 12th through 18th, 2012 as

NATIONAL AVIATION WEEK

We hereby encourage the promotion of education, awareness, and advancements of aviation and airports.

Richland County Council Request of Action

Subject

Solicitor Salary Rollover Request to Provide Employer contributions for Assistant Solicitor Restructuring and Reclassification Plan [**PAGES 155-159**] *{Forwarded from A&F Committee}*

Notes

June 26, 2012 - The committee recommended that Council approve the request to roll over \$70,000 from the Solicitor's FY 2011-12 budget to provide for employer contributions for the Assistant Solicitor Restructuring and Reclassification Plan. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Roll-over unspent Solicitor's Office salaries and wages funds from the 2011-12 budget to the 2012-13 budget to provide Employer Contributions for the Assistant Solicitor Restructuring and Reclassification Plan

A. Purpose

County Council is requested to approve a roll-over of \$70,000 of unspent funds from the Solicitor's Office salaries and wages line item from the 2011-12 budget to the FICA and Retirement line items in the 2012-13 budget to provide employer contributions for the Assistant Solicitor Restructuring and Reclassification Plan as approved by Council.

B. Background / Discussion

County Council approved as part of the 2012-13 budget, the Assistant Solicitor Restructuring and Reclassification Plan which provides for the attraction and retention of quality Assistant Solicitors within the Richland County Solicitor's Office.

The initial Assistant Solicitor Restructuring and Reclassification Plan for the Solicitor's Office were calculated at an earlier date and several personnel changes have occurred since initial calculations. After re-calculating employer contributions, a resulting shortfall of approximately \$70,000 exists. We are requesting Council to approve unspent salaries and wages funds to be rolled-over into the FICA and Retirement line items to provide for additional employer contributions for the Assistant Solicitor Restructuring and Reclassification Plan.

The Solicitor's Office is requesting to roll-over unspent funds from the Solicitor's Office 2011-12 budget in the amount of \$70,000 from the salary and wages budget line item to the Solicitor's Office 2012-13 budget FICA and Retirement line items to accomplish Council's adopted Assistant Solicitor Restructuring and Reclassification Plan.

C. Financial Impact

No financial impact.

D. Alternatives

1. Approve the appropriation of additional funds to the Solicitor's 2012-13 budget for employer contributions.
2. Not approving would result in the partial implementation of the Assistant Solicitor Restructuring and Reclassification Plan due to a shortfall of employer contributions.

E. Recommendation

It is recommended that Council approve the request to roll-over unspent funds from the Solicitor’s Office 2011-12 budget to the Solicitor’s Office 2012-13 budget to provide for employer contributions for the Assistant Solicitor Restructuring and Reclassification Plan.

Recommended by: Solicitor Dan Johnson Department: Solicitor’s Office Date: June 7, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 6/11/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

During the FY13 budget discussions, Council approved an increase of \$500,000 to be used for the Solicitor operating expenses and a restructuring and reclassification plan. After meeting with the Solicitor’s office, their request was to utilize \$102,000 for operating cost and \$397,060 for the salary adjustments. However the department’s recommendation did not consider the increase cost due to the employer portion of FICA and retirement contribution which is estimated to be approximately \$67,500. The request is to cover this additional cost.

Approval of the request would be using fund balance as a funding source. Since the personnel increases would be considered recurring costs and fund balance is considered a one-time revenue source, Council would need to identify a funding for future years during the FY14 budget.

Human Resources

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

Legal

Reviewed by: Elizabeth McLean Date: 6/12/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett

Date: 6/19/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: As indicated by the Finance Director, Council approval of the request would be using fund balance as a funding source. Since the personnel increases would be recurring costs, funding for future years would need to be addressed during the FY14 budget process.

Richland County Council Request of Action

Subject

An Ordinance to levy and impose a one percent (1%) sales and use tax, subject to a referendum, within Richland County pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended; to define the purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the Richland County Election Commission; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto
[PAGES 160-181]

Notes

First Reading: June 5, 2012
Second Reading: June 19, 2012
Third Reading:
Public Hearing: June 19, 2012

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

AN ORDINANCE TO LEVY AND IMPOSE A ONE PERCENT (1%) SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN RICHLAND COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE RICHLAND COUNTY ELECTION COMMISSION; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

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

SECTION 1. Findings and Determinations. The County Council (the “County Council”) of Richland County, South Carolina (the “County”), hereby finds and determines:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the “Act”), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended, the South Carolina General Assembly has authorized county government to finance the costs of acquiring, designing, constructing, equipping and operating highways, roads, streets, bridges, greenways, pedestrian sidewalks, bike paths and lanes, and other transportation-related projects either alone or in partnership with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et. seq* of the Code of Laws of South Carolina 1976, as amended, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the Code of Laws of the South Carolina 1976, as amended. The County Council has decided to provide funding for highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, bike paths and lanes, *inter alia*, without the complexity of a transportation authority or entering into a partnership, consortium, or other contractual arrangements with one or more other governmental entities at this time; provided that nothing herein shall preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such

provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, mass transit, greenways, pedestrian sidewalks, and bike paths and lanes as provided in this Ordinance.

(c) The County Council finds that a one percent sales and use tax should be levied and imposed within Richland County, for the following projects and purposes: For financing the costs of highways, roads, streets, bridges, greenways, pedestrian sidewalks, and bike paths and lanes and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Richland County or (jointly) operated by the County, other governmental entities and transportation authorities.

For a period not to exceed twenty (20) years from the date of imposition of such tax, to fund the projects at a maximum cost not to exceed \$939,000,000 to be funded from the net proceeds of a sales and use tax imposed in Richland County pursuant to provisions of the Act, subject to approval of the qualified electors of Richland County in referendum to be held on November 6, 2012. The imposition of the sales and use tax and the use of sales and use tax revenue, if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of a sales and use tax in Richland County for the projects and purposes defined in this Ordinance for a limited time not to exceed twenty years (20) years to collect a limited amount of money will serve a public purpose, provide funding for roads and transportation, mass transit, and greenbelts to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Richland County, and prepare Richland County to meet present and future needs of Richland County and its citizens.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the "Sales and Use Tax"), as authorized by the Act, is hereby imposed in Richland County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the Sales and Use Tax to be held in Richland County, South Carolina on November 6, 2012.

(b) The Sales and Use Tax shall be imposed for a period not to exceed twenty years (20) years from the date of imposition.

(c) The maximum cost of the projects to be funded from the proceeds of the Sales and Use Tax shall not exceed, in the aggregate, the sum of \$939,000,000, and the maximum amount of net proceeds to be raised by the Sales and Use Tax shall not exceed \$939,000,000, which includes administrative costs and debt service on bonds issued to pay for the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a

portion of the Sales and Use Tax is \$450,000,000. The proceeds of these bonds shall be used for a portion of the following projects:

- Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.
Amount: \$664,100,000
- Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.
Amount: \$234,750,000
- Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.
Amount: \$40,150,000

A list of the projects is attached hereto as Appendix A and incorporated herein by reference.

(d) The Sales and Use Tax shall be expended for the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Amount: \$664,100,000;

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Amount: \$234,750,000; and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: \$40,150,000.

(e) The Sales and Use Tax, if approved in the referendum conducted on November 6, 2012, shall terminate on the earlier of:

(i) April 1, 2033; or

(ii) the end of the calendar month during which the Department of Revenue determines that the Sales and Use Tax has raised revenues sufficient to provide the greater of either the costs of the projects as approved in the referendum or the cost to amortize all debts related to the approved projects.

(f) The amounts of Sales and Use Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each project for which the Sales and Use Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of Richland County on transportation infrastructure debts only.

(g) The Sales and Use Tax must be administered and collected by the South Carolina Department of Revenue in the same manner that other sales and use taxes are collected. The

Department may prescribe amounts that may be added to the sales price because of the Sales and Use Tax.

(h) The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the Code of Laws of South Carolina, and the enforcement provisions of Chapter 54 of Title 12 of the Code of Laws of South Carolina. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the Code of Laws of South Carolina are exempt from the tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully purchased with United States Department of Agriculture Food Stamps are exempt from the Sales and Use Tax imposed by this Ordinance. The Sales and Use Tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina.

(i) Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the Code of Laws of South Carolina must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

(j) Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

(k) A taxpayer subject to the tax imposed by Section 12-36-920 of the Code of Laws of South Carolina 1976, as amended, who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

(l) The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales and Use Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Sales and Use Tax provided in this ordinance if a verified copy of the contract is filed with the Department of Revenue within six months after the imposition date of the Sales and Use Tax provided for in this Ordinance.

(m) Notwithstanding the imposition date of the Sales and Use Tax with respect to services that are billed regularly on a monthly basis, the Sales and Use Tax authorized pursuant to this ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. Remission of Sales and Use Tax; Segregation of Funds; Administration of Funds; Distribution to Counties: Confidentially.

(a) The revenues of the Sales and Use Tax collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the Department of Revenue of administrating the Sales and Use Tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the Richland County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting subsequent distributions, but these distributions must be made in the same fiscal year as the

misallocation. However, allocations made as a result of city or county code errors must be corrected prospectively.

(b) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales and Use Tax must annually submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales and Use Tax and submit it to the County Council at such time as the County Council determines. At the time of submitting the proposed budget, the County Administrator shall submit to the County Council a statement describing the important features of the proposed budget.

County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. County Council may make supplemental appropriations for the Sales and Use Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales and Use Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales and Use Tax must provide to County Council an independent annual audit of such agency or organization financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

(c) The Department of Revenue shall furnish data to the State Treasurer and to the Richland County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of S.C. Code Ann. §12-54-240. Any person violating the provisions of this section shall be subject to the penalties provided in S.C. Code Ann. § 12-54-240.

Section 4. Sales and Use Tax Referendum; Ballot Question.

(a) The Commission shall conduct a referendum on the question of imposing the Sales and Use Tax in the area of Richland County on Tuesday, November 6, 2012, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, mutatis mutandis. The Commission shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as are required by law.

(b) The referendum question to be on the ballot of the referendum to be held in Richland County on November 6, 2012, must read substantially as follows:

RICHLAND COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent (1%) to be imposed in Richland County, South Carolina (the “County”) for not more than twenty (20) years, or until a total of \$939,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will be used to pay the costs of the following projects:

Project 1: Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements.

Amount: \$664,100,000

Project 2: Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements.

Amount: \$234,750,000

Project 3: Improvements to pedestrian sidewalks, bike paths, intersections and greenways.

Amount: \$40,150,000

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote YES and

All qualified electors opposed to levying the special sales and use tax shall vote NO

QUESTION 2

I approve the issuance of not exceeding \$450,000,000 of general obligation bonds of Richland County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed twenty years (20) years, to fund projects from among the categories described in Question 1 above.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote YES and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote NO

(c) In the referendum on the imposition of the Sales and Use Tax in Richland County, all qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote “yes” and all qualified electors opposed to levying the tax shall vote “no.” If a majority of the electors voting in the referendum shall vote in favor of imposing the Sales and Use Tax, then the Sales and Use Tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by Richland County government.

(d) In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote “yes” and all qualified electors opposed to the issuance of bonds shall vote “no.” If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by Richland County government.

Section 5. Imposition of Tax Subject to Referendum.

The imposition of the Sales and Use Tax in Richland County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing the Sales and Use Tax in the area of Richland County in a referendum to be conducted by the Board of Elections and Voter Registration of Richland County on November 6, 2012, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of a sales and use tax pursuant to the provisions of this Ordinance.

Section 6. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales and Use Tax may not be imposed without the favorable results of the referendum to be held on November 6, 2012.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) This Ordinance shall take effect immediately upon approval at third reading.

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

Enacted this ____ day of _____, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2012:

Michelle Onley
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading: June 5, 2012 (title only)

Date of Second Reading: June 19, 2012 (tentative)

Date of Public Hearing: June 19, 2012

Date of Third Reading:

2012 Roadway Projects

Type	Project Name	Begin Location (Highway1)	End Location (Highway2)	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Clemson Rd	Lake Carolina Blvd	\$13,000,000
Widening	Hardscrabble Rd	Farrow Rd	Lake Carolina Blvd	\$0
Widening	Hardscrabble Rd	Farrow Rd	Clemson Rd	\$16,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd	\$21,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Special	Study of Outer Beltway	na	na	\$0
Special	Kelly Mill Rd.**	na	na	\$4,500,000
Intersection	North Main St. and Fairfield Rd.	North Main St.	Fairfield Rd.	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	Lake Murray Blvd. and Kinley Rd.	Lake Murray Blvd.	Kinley Rd.	\$0
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.***	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Intelligent Transportation System	County wide	County wide	\$945,360
Total				\$473,420,644
Projects Included in High Priority List: No Costs Associated				
Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	
Program	Demand Management	na	na	
Program	Establish the Position of Director of Transportation	na	na	
Program	Update the County Zoning Ordinance	na	na	
Program	Encourage Transit Oriented Development	na	na	
Program	Encourage Traditional Neighborhood Development	na	na	
MODIFICATIONS TO HIGH PRIORITY LIST				
Special	Assembly Street RR Grade Separation	na	na	Removed
Special	Innovista Transportation-Related Projects ****	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects *****	na	na	\$4,000,000
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Intersection	North Main St. and Fairfield Rd.	North Main St.	Fairfield Rd.	Completed
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Ridgewood/North Main Extension (Columbia portion)	Dixie Avenue	North Main Street	\$0
Widening	Leesburg Road			\$4,000,000
Total Modifications				\$182,600,000
Total Roadway Including Modifications				\$656,020,644

Notes:

*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

**This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

***Any savings from Broad River Road / I-20 Interchange project will be applied to the Broad River Road Corridor improvements.

****Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

*****Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

2012 Bike / Pedestrian / Greenway Projects

Type	LOCATION	Highway Name 1	Highway Name 2	Cost
Intersection	Broad River Rd and Bush River Rd			\$94,536
Intersection	Huger St and Gervais St			\$94,536
Intersection	Elmwood Ave and Park St			\$94,536
Intersection	Main St and Elmwood Ave			\$94,536
Intersection	Elmwood Ave and Bull St			\$94,536
Intersection	Gervais St and Millwood Ave			\$0
Intersection	Garners Ferry Rd and Atlas Rd			\$0
Intersection	Garners Ferry Rd and Hallbrook Dr/Pineview Rd			\$0
Intersection	Two Notch Rd and Alpine Rd			\$94,536
Intersection	Two Notch Rd and Maingate Dr/Windsor Lake Blvd			\$94,536
Intersection	Two Notch Rd and Polo Rd			\$0
Intersection	Two Notch Rd and Brickyard Rd			\$94,536
Intersection	Two Notch Rd and Sparkleberry Ln			\$94,536
Intersection	Blossom St and Saluda Ave			\$94,536
Intersection	Devine St and Harden St/Santee Ave			\$94,536
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd			\$94,536
Intersection	Polo Rd and Mallet Hill Rd			\$0
Intersection	Huger St and Blossom St			\$94,536
Intersection	Huger St and Greene St			\$94,536
Intersection	Huger St and Lady St			\$94,536
Intersection	Assembly St and Greene St			\$0
Intersection	Assembly St and Pendleton St			\$0
Intersection	Assembly St and Gervais St			\$94,536
Intersection	Assembly St and Washington St			\$94,536
Intersection	Assembly St and Laurel St			\$94,536
Intersection	Assembly St and Calhoun St			\$94,536
Intersection	Main St and Taylor St			\$94,536
Intersection	Main St and Blanding St			\$94,536
Intersection	Main St and Laurel St			\$94,536
Intersection	Main St and Calhoun St			\$94,536
Intersection	Rosewood Dr and Marion St			\$94,536
Intersection	Rosewood Dr and Pickens St			\$94,536
Intersection	Rosewood Dr and Harden St			\$94,536
Intersection	Rosewood Dr and Holly St			\$94,536
Intersection	Rosewood Dr and Ott Rd			\$94,536
Intersection	Rosewood Dr and Kilbourne Rd			\$94,536
Intersection	Rosewood Dr and Beltline Blvd			\$94,536
Intersection	Garners Ferry Rd and Old Woodlands Rd			\$0
Intersection	Devine St and Fort Jackson Blvd			\$0
Intersection	Harden St and Gervais St			\$94,536
Greenways	Crane Creek			\$1,541,816
Greenways	Crane Creek			\$460,315
Greenways	Crane Creek			\$793,908
Greenways	Gills Creek A			\$2,246,160
Greenways	Gills Creek B			\$2,785,897
Greenways	Smith/Rocky Branch			\$431,183
Greenways	Smith/Rocky Branch			\$1,415,316
Greenways	Smith/Rocky Branch			\$901,122
Greenways	Three Rivers Greenway Extension*			\$7,902,242
Greenways	Lincoln Tunnel Greenway			\$892,739
Greenways	Dutchman Blvd Connector			\$105,196
Greenways	Columbia Mall Greenway			\$648,456
Greenways	Polo/Windsor Lake Connector			\$385,545
Greenways	Gills Creek North Greenway			\$344,667
Greenways	Woodbury/Old Leesburg Connector			\$116,217
Sidewalk	Assembly St	Whaley St	Beltline Blvd	\$1,920,257
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd	\$465,696
Sidewalk	Colonial Dr	Harden St	Academy St	\$1,012,704
Sidewalk	Columbiana Dr	Lexington County Line	Lake Murray Blvd	\$486,272
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge	\$109,367
Sidewalk	Blossom St	Williams St	Huger St	\$41,564
Sidewalk	Gervais St	450' west of Gist St	Gist St	\$8,638
Sidewalk	Broad River Rd	Broad River Bridge (West End)	Broad River Bridge (East End)	\$0
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd	\$452,075
Sidewalk	Blythewood Rd	I-77	Main St	\$191,601
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd	\$2,408,361
Sidewalk	Superior St	Whaley St	Airport Blvd	\$778,852
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$475,200
Sidewalk	Polo Rd	Two Notch Rd	Mallet Hill Rd	\$0
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$2,703,507
Sidewalk	Bluff Rd	Rosewood Dr	Beltline Blvd	\$0
Sidewalk	Gervais St	Gist St	Huger St	\$84,100
Sidewalk	Huger St	Blossom St	Gervais St	\$256,861
Sidewalk	Broad River Rd	I-26	Harbison Blvd	\$2,499,420
Sidewalk	Park St	Gervais St	Senate St	\$170,570
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd	\$403,444
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd	\$564,728
Sidewalk	Atlas Rd	Fountain Lake Way	Garners Ferry R	\$0
Sidewalk	Bratton St	King St	Maple St	\$386,602
Sidewalk	Calhoun St	Gadsden St	Wayne St	\$91,106
Sidewalk	Franklin St	Sumter St	Bull St	\$785,585
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77	\$343,543
Sidewalk	Grand St	Shealy St	Hydrick St	\$714,622
Sidewalk	Jefferson St	Sumter St	Bull St	\$381,242
Sidewalk	Laurel St	Gadsden St	Pulaski St	\$359,066
Sidewalk	Lincoln St	Heyward St	Whaley St	\$198,475
Sidewalk	Lyon St	Gervais St	Washington St	\$194,410
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd	\$828,458

Sidewalk	Maple St	Kirby St	Gervais St	\$132,502
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave	\$151,536
Sidewalk	Royster St	Mitchell St	Superior St	\$95,357
Sidewalk	School House Rd	Two Notch Rd	Ervin St	\$482,882
Sidewalk	Senate St	Gladden St	Kings St	\$476,230
Sidewalk	Shandon St	Wilnot St	Wheat St	\$179,071
Sidewalk	Tryon St	Catawba St	Heyward St	\$354,446
Sidewalk	Wayne St	Calhoun St	Laurel St	\$366,828
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave	\$264,449
Sidewalk	Wiley St	Superior St	Edisto Ave	\$280,896
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr	\$187,942
Sidewalk	Shandon St	Rosewood Dr	Heyward St	\$268,514
Sidewalk	Broad River Rd	Royal Tower Rd	Woodrow St	\$0
Sidewalk	Broad River Rd	Lake Murray Blvd	Western Ln	\$0
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$260,077
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd	\$600,000
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge	\$320,811
Bikeways	Harden St	Devine St	Rosewood Dr	\$696,821
Bikeways	Senate St	Sumter St	Laurens St	\$462,572
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd	\$123,919
Bikeways	Two Notch Rd	Beltline Blvd	Parkland Rd	\$2,435,039
Bikeways	Broad River Rd	Broad River Bridge (West End)	Broad River Bridge (East End)	\$0
Bikeways	Hampton St	Pickens St	Harden St	\$31,699
Bikeways	Pendleton St	Lincoln St	Marion St	\$31,680
Bikeways	Pickens St/Washington St/Wayne St	Hampton St (west)	Hampton St (east)	\$68,391
Bikeways	Shop Rd	George Rogers Blvd	Northway Rd	\$0
Bikeways	Sumter St	Washington St	Senate St	\$19,306
Bikeways	Beltline Blvd/Devine St	Rosewood Dr	Chateau Dr	\$24,158
Bikeways	Beltline Blvd	Forest Dr	Valley Rd	\$1,101
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St	\$6,636
Bikeways	Catawba St/Tryon St/Whaley St/Williams St	Church St	Blossom St	\$5,547
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne Rd/Rickenbaker Rd/Sweetbriar Rd	Blossom St	Fort Jackson Blvd	\$21,691
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St	\$12,094
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd	\$30,427
Bikeways	College St/Laurens St/Oak St/Taylor St	Greene St	Elmwood Ave	\$16,331
Bikeways	Edgefield St/Park St	Calhoun St	River Dr	\$16,464
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate St/Trenholm Rd/Webster St	Millwood Ave	Beltline Blvd	\$22,913
Bikeways	Heyward St/Marion St/Superior St	Whaley St	Wiley St	\$9,748
Bikeways	Sumter St	Blossom St	Wheat St	\$276,972
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)	\$7,295
Bikeways	Lincoln St	Blossom St	Lady St	\$487,105
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St	\$17,872
Bikeways	Saluda Ave	Wheat St	Greene St	\$3,934
Bikeways	Wheat St	Sumter St	Assembly St	\$133,189
Bikeways	Wheat St	Harden St	King St	\$4,351
Bikeways	Bluff Rd	Berea Rd	Beltline Blvd	\$0
Bikeways	Shop Rd	Northway Rd	Beltline Blvd	\$0
Bikeways	Blossom St	Williams St	Huger St	\$41,564
Bikeways	Gervais St	450' west of Gist St	Gist St	\$17,276
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$27,986
Bikeways	Beltline Blvd	Rosewood Dr	Devine St	\$25,547
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd	\$37,908
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd	\$321,115
Bikeways	Calhoun St	Wayne St	Harden St	\$88,292
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd	\$129,698
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd	\$84,224
Bikeways	Garners Ferry Rd	Rosewood Dr	True St	\$66,826
Bikeways	Gervais St	Park St	Millwood Ave	\$91,378
Bikeways	Greene St	Assembly St	350' west of Lincoln St	\$19,388
Bikeways	Main St	Pendleton St	Whaley St	\$49,814
Bikeways	Oneil Ct	Decker Blvd	Parklane Rd	\$85,675
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd	\$211,179
Bikeways	Bluff Rd	Rosewood Dr	Berea Rd	\$0
Bikeways	Colonial Dr	Bull St	Slighs Ave	\$395,430
Bikeways	Holt Dr/Superior St	Wiley St	Airport Blvd	\$453,594
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$63,360
Bikeways	Wilson Blvd	I-77	Farrow Rd	\$0
Bikeways	Gervais St	Gist St	Huger St	\$84,100
Bikeways	Huger St	Blossom St	Gervais St	\$256,861
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr	\$657,212
Bikeways	Blossom St	Assembly St	Sumter St	\$86,381
Bikeways	Bull St	Elmwood Ave	Victoria St	\$20,218
Bikeways	Main St	Elmwood Ave	Sunset Dr	\$75,646
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector	\$3,893
Bikeways	Main St	Calhoun St	Elmwood Ave	\$1,025
Bikeways	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138
Bikeways	Columbiana Dr	Lake Murray Blvd	Lexington County Line	\$713,199
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd	\$14,282
Bikeways	Dutch Fork Rd	Bickley Rd	Rauch Meetze Rd	\$0
Bikeways	Broad River Rd	Woodrow St	I-26 (Exit 97)	\$0
Bikeways	Dutch Fork Rd	Broad River Rd	Bickley Rd	\$0
Bikeways	Blythewood Rd	Winnsboro Rd	Main St	\$402,526
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr	\$1,099,106
Bikeways	Clemson Rd	Summit Pky	Percival Rd	\$1,641,468
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd	\$1,536,100
Bikeways	Hardscrabble Rd	Farrow Rd	Lee Rd	\$0
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd	\$1,075,853
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky	\$116,481
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$360,804
Bikeways	Hardscrabble Rd	Lee Rd	Lake Carolina Blvd	\$0
Bikeways	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$0

Bikeways	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$0
Bikeways	Pickens St	Washington St	Rosewood Dr	\$1,179,744
Bikeways	College St	Lincoln St	Sumter St	\$280,735
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$689,224
Bikeways	Greene St	Assembly St	Bull St	\$273,278
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St	\$5,991
Bikeways	Greene St	Bull St	Saluda Ave	\$359,251
Bikeways	Catawba St	Sumter St	Lincoln St	\$250,145
Bikeways	Blossom St	Huger St	Assembly St	\$2,619,323
Bikeways	Whaley St	Lincoln St	Pickens St	\$438,198
Bikeways	Whaley St	Lincoln St	Church St	\$147,587
Bikeways	Craig Rd	Harrison Rd	Covenant Rd	\$6,684
Bikeways	Broad River Rd	Royal Tower Rd	Woodrow St	\$0
Bikeways	Broad River Rd	Lake Murray Blvd	Western Ln	\$0
Total				\$69,327,226

MODIFICATIONS TO THE HIGH PRIORITY LIST

Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77	\$309,189
Sidewalk	Koon	Malinda Road	Farmview Street	\$92,891
Sidewalk	Laurel St	Gadsden St	Pulaski St	\$323,160
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd	\$745,613
Sidewalk	Pelham	Gills Creek Parkway	Garners Ferry Road	\$346,774
Sidewalk	Pinehurst	Harrison Road	Forest Drive	\$1,649,672
Sidewalk	Prospect	Wilmot Avenue	Yale	\$137,938
Sidewalk	Sunset	Elmhurst Road	River Drive	\$364,522
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive	\$171,602
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road	\$45,915
Sidewalk	Percival Road	Forest Dr	Decker Blvd	\$700,000
Intersection	Main St and Taylor St			\$0
Total Modifications				\$4,887,276
Total BPG Including Modifications				\$74,214,503

Notes

*This amount is to include costs associated with the following projects: West Columbia through local public agency agreement North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street. West Columbia through local public agency agreement; links Gervais Street access point to Granby Park; West Columbia through local public agency agreement; Saluda River Walk project

RICHLAND COUNTY COUNCIL TRANSPORTATION WORK SESSION

AGENDA

**RICHLAND COUNTY COUNCIL CHAMBERS
2020 HAMPTON STREET**

**WEDNESDAY, JUNE 13, 2012
5:30 PM**

- 1. CALL TO ORDER** KELVIN WASHINGTON, CHAIR
- 2. JOINT TRANSPORTATION COMMITTEE RECOMMENDATIONS**
 - PAGES 2 - 4
- 3. REQUESTED REVISIONS TO THE PROJECTS LIST**
 - PAGES 5 - 7
- 4. COUNCIL MOTION**
 - PAGE 8
- 5. NEXT STEPS**
 - PAGES 9 - 10
- 6. ADJOURN**

RECOMMENDATIONS FOR RICHLAND COUNTY COUNCIL

1. What mode(s) of transportation should be funded? (Roadways; Bike / Pedestrian / Greenways; Transit) **The Committee recommended all three modes. Roadways; Bike / Pedestrian / Greenways; Transit**
2. Determine type of funding needed to pay for this. [Transportation Sales Tax / Capital Projects Sales Tax, etc.] **The Committee recommended the Transportation Sales Tax.**
3. Determine length of time for the funding. [Transportation Sales Tax – up to 25 years / Capital Projects Sales Tax – 7 years limit, but is renewable, etc.] **The Committee recommended a length of 20 years.**
4. If Sales Tax is preferred funding method, determine amount of penny (1; ½; ¼) **The Committee recommended 1 penny.**
5. Determine percentage breakdown for modes chosen. [See 2010 proposal below = 61% Roadways; 33% Transit; 6% Bike / Ped / Greenways] **The Committee recommended 71% (\$664,100,000) for Roadway projects; 25% (\$234,750,000) for Transit; and 4% (\$40,150,000) for Bike / Pedestrian / Greenways.**
6. Determine projects list [2010 - Emphasis on HIGH priority projects from the Parsons Brinckerhoff study] **The proposed percentage breakout will provide funding for 100% of High Priority Roadways projects; 87% of High Priority funding for Transit; and 61% of High Priority Bike / Pedestrian / Greenways projects. [Projects list in separate pdf.]**
7. Consider funding projects with bond(s). What amount? **The Committee recommended using bonds up to \$450M to complete projects.**
8. Review “additive” projects and consider whether to fund those with bond(s), or how to handle. **The additive projects were included in the recommended funding for the Roadways projects.**
9. Discuss what type of partnership to have with the SCDOT / local firms / small – minority businesses, etc. **The Committee recommended that an emphasis be placed on small / minority / local firms. A process is to be developed to ensure participation by these entities. The Committee recommended a partnership with DOT. The partnership level is TBD.**
10. Discuss Project Management (All in-house - Transportation Director and other positions; partially in-house; Outside Program Management firm, etc.) **The Committee recommended approval of the in-house Transportation Director position. The Committee also recommended procuring an Outside Program Management firm, including a partnership (partnership level TBD) with the DOT. A DRAFT flow chart regarding the potential management aspect was presented, and is attached.**
11. Discuss campaign materials / funding needed, etc. for the educational campaign. **The Committee recommended providing campaign materials / funding for the educational effort. Funding was requested up to \$50,000.**
12. Oversight / Advisory Committee. **The Committee recommended the establishment of an Oversight / Advisory Committee. A DRAFT flow chart regarding the potential management aspect and potential Oversight / Advisory Committee members was presented, and is attached.**

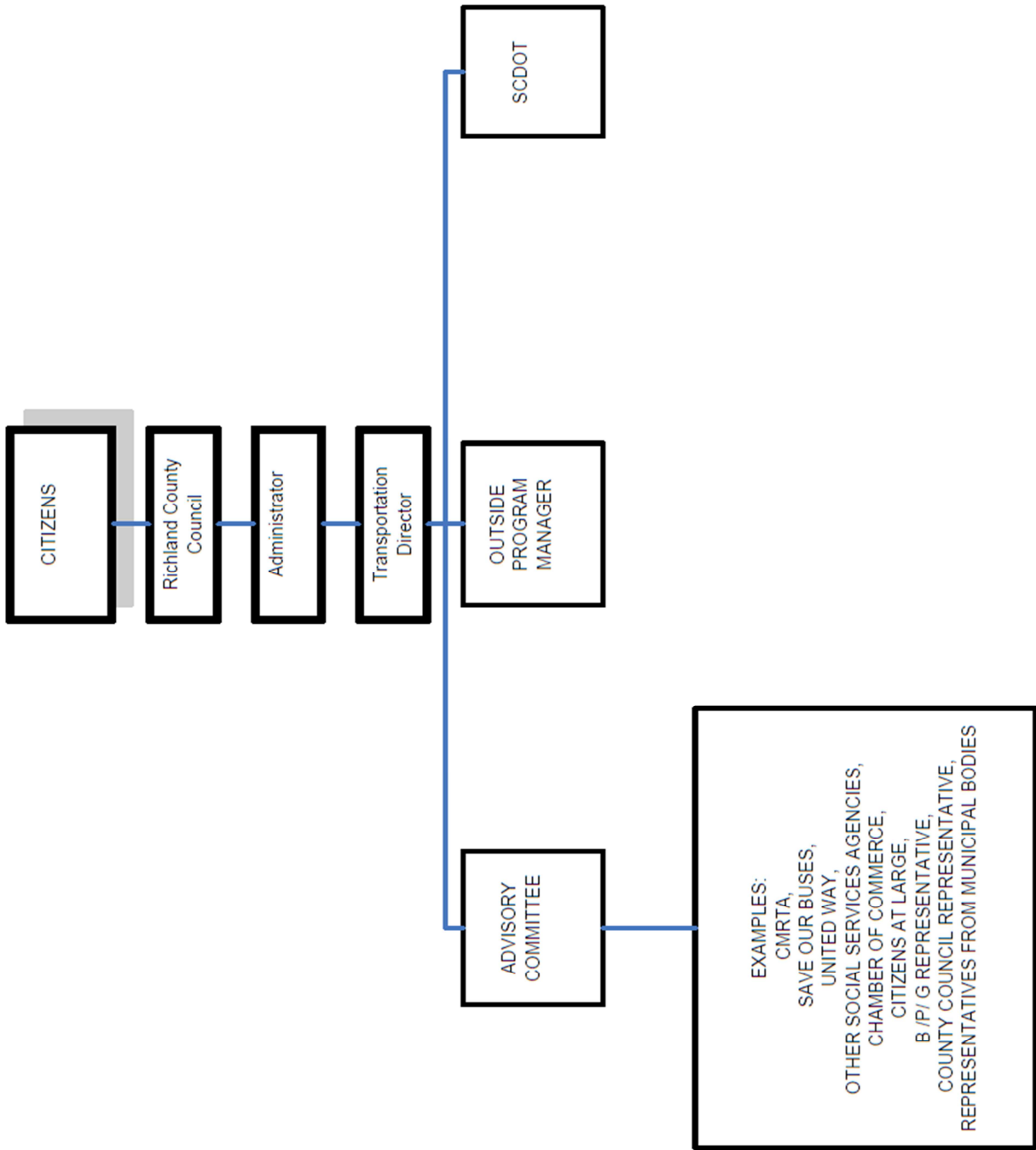
Joint Transportation Committee Recommendation

20 Year, 1¢ Transportation Sales Tax

Mode	Revenue	% of Revenue Available for Projects
Roadways	\$664,100,000	71%
Transit	\$234,750,000	25%
Bike / Pedestrian / Greenways	\$40,150,000	4%
Total Available for Projects	\$939,000,000	100%
Admin Costs	\$31,000,000	
TOTAL REVENUE	\$970,000,000	

NOTES:

- 100% of High Priority Roadway projects will be funded.
- 87% of Transit’s request will be funded.
- 61% of High Priority Bike / Pedestrian / Greenway projects will be funded.
- Up to \$450M in bonds is requested to front-end load and accelerate project completion.



REQUESTED REVISIONS TO THE PROJECTS LIST

Councilman Bill Malinowski

- **The following items are included on the Roadway High priority projects list. Therefore, the Committee did not act on the items.**
- Widen Broad River Road to four lanes from where it narrows to two lanes at Route 60 to where it begins four lanes again near I-26 by Western Lane.
- Continue with the already requested four lane widening of Broad River Road from N. Royal Tower in Irmo along Dutch Fork Road (Rte. 76) to the Richland County line just past Old Hilton/Wessinger Roads.
- Add turn lanes and a possible traffic light at the intersection of Bickley and Broad River Road (Rte. 176). Note: If a traffic light is installed it should only operate during peak traffic hours and be flashing yellow on the main road, Rte. 176, and red on Bickley Road.
- **The Committee did not recommend approval of the following item. The Committee recommended this item (\$13.9M in savings based upon the request) remain in the projects list.**
- I also requested that the part of the Broad River Road project from where Rte. 176 splits from Rte. 76 and proceeds toward the I-26 Peak interchange be deleted from consideration. At the present time there are not many homes nor major developments along this section of roadway and it is primarily rural. If the reason for the project is due to potential future development then the development should pay for those expenses, not the taxpayers.

Councilman Kelvin Washington

- **The Committee did not recommend approval of the following item.**
- Bluff Road Corridor Project = \$17 Million
- **The Committee did not recommend approval of the following item.**
- Sidewalks on Bluff Road = \$2 Million (Pineview Road to the Bluff Road Park)
- **The Committee recommended approval of \$45 Million for dirt road paving, which includes conventional and alternative dirt road paving. This is an increase of \$35,546,400 over what was originally included in the projects list for this item.**
- Paving county maintained dirt road network = \$50 Million
- **The Committee recommended approval of \$40 Million for county road resurfacing. This is an increase of \$21,092,800 over what was originally included in the projects list for this item.**
- Resurface county maintained local road network = \$35 Million
- **A twenty percent (20%) contingency was originally included in the projects list. The Committee recommended lowering the contingency from 20% to fifteen percent**

(15%) to cover the \$56,639,200 additional cost for dirt road paving and resurfacing. Additional savings should also be realized in the bonds.

Town of Blythewood

- **The Committee recommended allowing the Town of Blythewood to have input on the projects contained in the Town limits, contingent upon no negative financial impact being realized from such input.**
- See attached spreadsheet.

The River Alliance

- **The Committee recommended adding this project to the Bike / Pedestrian / Greenways High Priority projects list. No recommendation was given regarding the reprioritization of the projects to accommodate this addition within the recommended funding amount of \$40,150,000 for this mode. This is a policy decision of Council. [Staff met with Mike Dawson, Executive Director, River Alliance on June 12, 2012. Mr. Dawson has proposed the removal of projects 42 – 44 and 47 – 52 on the Bike / Pedestrian / Greenways projects list, along with \$1M reduction each of projects 45 and 46. These revisions total \$8,643,013.]**
- The Alliance recommends that the Three Rivers Greenway Saluda Riverwalk, which stretches from I-26 to the Columbia Canal, be reevaluated to the “high” priority, and be scheduled for early execution. **Cost: \$8.2M.** (\$4.2M for section from I-26 to I-126 and \$4.0 for the crossing to the existing Canal Greenway.)

Neighborhood Improvement

- **The Committee recommended that Council include this item in the currently appropriated \$63M for Neighborhood Improvement transportation-related projects. No recommendation was given regarding the reprioritization of the Neighborhood Improvement transportation-related projects to accommodate this addition within the recommended funding amount of \$63,000,000. This is a policy decision of Council.**
- The Broad River Road Corridor improvements are comprised of several different use districts which vary as shown in the Corridor’s Master Plan. Projects are organized into seven sections along the corridor, totaling **\$28.3million** with a 15% contingency. This estimate includes only sales tax related projects within the Broad River Road Master Plan, which, based on the section, include different combinations of the following:
 - road improvements, including repaving and striping;
 - intersection improvements;
 - signalization upgrades and additions;
 - landscaping along the corridor and within medians;
 - new curb and gutter and
 - new sidewalks.

Richland County - Town of Blythewood							
Transportation Tax Effort							
Project Worksheet							
Spring 2012							
No.	Improvement Id	Summary & Description	Ref #	Est Value	Req Chng	Avail For Allocation	Notes
AS PRESENTED							
1	WIDENING	Blythewood Rd from Syrup Mill to I-77		\$7.6 M			
2	INTERSECTION	Hardscrabble & Kelly Mill/Rimer Pond Rd		2.9M			
3	SPECIAL	Kelly Mill Road		\$4.4M			not sure of "special" but "ok"
4	SIDEWALK	Blythewood Rd from I-77 to Main/Wilson		\$172K			Can be returned for projects as Line 23 (comp st - Bwood) is \$
5	BIKEWAY	Wilson from I-77 to Farrow		?			
6	BIKEWAY	Blythewood from Winnsboro to Main/Wilson		\$362			
7	WIDENING	Blythewood Rd from Winnsboro to Syrup Mill		\$21M			
SUGGESTED AMENDMENTS							
7 Revisited	WIDENING	Blythewood Rd from Surreywood Lane to Syrup Mill			\$10M	\$11M	Too far West too rural, but need to accommodate Fulmer Rd traffic and new elementary school
8	COMPLETE STREET	McNulty Road	A	\$1M		\$10M	rework existing to accommodate sidewalks, bike, parking & lighting
9	CONNECTOR	New street from Creech to Main (IGA)	B	\$2M		\$8M	primary connectivity - M/Plan
10	COMPLETE STREET	Blythewood Road	C	\$3M		\$5M	rework existing to accommodate sidewalks, bike, parking & lighting
11	THROUGH - PUT	Install roundabouts in 3 key locations	D	\$4M		\$1M	#1 Creech/Bwood Rd (\$2M) #2 Cobblestone/Bwood Rd (\$1M) #3 Langford/Sandfield Rd (\$1M)
12	FOR OTHER PROJ	Not required in Blythewood		\$1M		0	
4 Revisited	SIDEWALK	Blythewood Rd from I-77 to Main/Wilson		\$172K			Can be returned for projects as Line 23 (comp st - Bwood) is \$
6 Revisited	BIKEWAY	Blythewood to Fulmer (not Winnsboro)		\$181K	\$181K		Return 1/2 as complete Bwood Road accommodates the Bikeway
		NET RETURN FOR OTHER WORTHY PROJ		Total Savings		\$1,353,000	

RICHLAND COUNTY COUNCIL MOTION

MR. MALINOWSKI SUBMITTED THE FOLLOWING MOTION AT THE MARCH 20, 2012 COUNCIL MEETING. THE MOTION WAS FORWARDED TO THE JOINT TRANSPORTATION COMMITTEE FOR REVIEW AND RECOMMENDATION.

I request the legal department to determine the legality of implementing any of the following to be used as permanent funding for the CMRTA: (If state law changes are needed then the Legislative Delegation could be requested to do so.)

- A. Can an admissions tax be added to every event ticket sold in Richland County (unincorporated & incorporated) that would be designated strictly for providing to the CMRTA? Something as small as 25 cents would bring in huge amounts and would not be taking money from a person's needs but from their excess since that is what is used to purchase such tickets. It would be collected at all sporting events, theatre and concert events, museums, zoo and any entity that charges an admission to their venue. Busses travel to all these locations now so it would seem logical to make this request.
- B. With assistance from the Columbia chamber of commerce create an employee sponsored commuter program. The IRS used to allow a tax free benefit up to \$230 per month (\$2,760 per year) for transit expenses. This is a benefit to both employee and employer as the supplement was tax deductible by the employer and could be provided to the employee as a pre-tax benefit.
- C. A deed recording fee could be a robust funding source. While it seems there is no logical connection with transportation it could be marketed based on the economic development potential of transit programs.

The Committee recommended this item be tabled.

RICHLAND COUNTY, SOUTH CAROLINA
TIME SCHEDULE FOR TRANSPORTATION SALES TAX REFERENDUM
South Carolina Code of Laws § 4-37-10 et seq.

<u>Date</u>	<u>Event</u>	<u>Responsible Parties</u>
April 16, 2012	Joint Transportation Committee (JTC) Organizational Meeting; Recommend approval of Work Authorization for Parsons Brinckerhoff (PB) to revise 2010 Study (Revise project costs, revise revenue projections, etc.)	Staff, JTC
April 17, 2012	Report of the JTC on the Council Agenda; Council approve the Work Authorization for PB to revise 2010 Study	Staff, County Council
April 18 – June 1, 2012	PB Revise 2010 Study	Staff, PB
June 4, 2012	JTC Meeting – Review revised project costs, revenue projections, etc. Formulate preliminary recommendations.	Staff, JTC, PB
June 5, 2012	First Reading of Ordinance by Title Only Ordering Referendum	Staff, County Council; Bond Counsel
June 6, 2012	Publish Notice of Public Hearing	Bond Counsel
June 11, 2012	JTC Meeting – Finalize recommendations for Council	Staff, JTC, PB
June 12, 2012 OR June 19, 2012 (Or both) (Council voted to hold a Work Session on June 13)	Council Work Session	Staff, JTC, PB, County Council
June 19, 2012	Public Hearing and Second Reading of Ordinance	Staff, County Council; Bond Counsel
July 10 or 17, 2012 (Council changed their meeting schedule to hold its Regular Session meetings on	Third Reading of Ordinance	Staff, County Council; Bond Counsel

July 17 and 24, and the Wrap Up meeting before the August recess on July 31; Therefore, 3 rd reading could occur at the July 17, 24, or 31 Council Meeting)		
August 15, 2012, by Noon	Submission of question to County Election Commission	Bond Counsel
August 23, 2012	Submission of letter to Justice Department for Pre-Clearance under Voting Rights Act	Bond Counsel
Week of September 23, 2012	Submit Notice of Public Hearing to <i>The State</i> for publication the week of September 30, 2012	County Election Commission; Bond Counsel
Week of September 30, 2012	Submit Notice of Referendum to <i>The State</i> for publication on October 9 th , 16 th , 23 rd and 30 th , 2012	County Election Commission; Bond Counsel
Week of October 15, 2012	Hold Public Hearing	County Election Commission
November 6, 2012	Referendum	County Election Commission
November 13, 2012	Adoption of Resolution Declaring Results	Staff, County Council
As Soon As Possible After Adoption	Filing Resolution Declaring Results	Bond Counsel

Richland County Council Request of Action

Subject

12-14MA
Marion Bouknight
Lee Blythe
RU to RS-MD
Old Tamah Rd. & Shady Grove Rd.
03500-04-08(p)/24(p) [**PAGES 182-184**]

Notes

First Reading: May 22, 2012
Second Reading:
Third Reading:
Public Hearing: April 24, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS A PORTION OF TMS # 03500-04-08 AND A PORTION OF TMS # 03500-04-24 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the zoning designations for the real properties described as a portion of TMS # 03500-04-08 and a portion of TMS # 03500-04-24 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning; as further described in Exhibit A, which is attached hereto.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

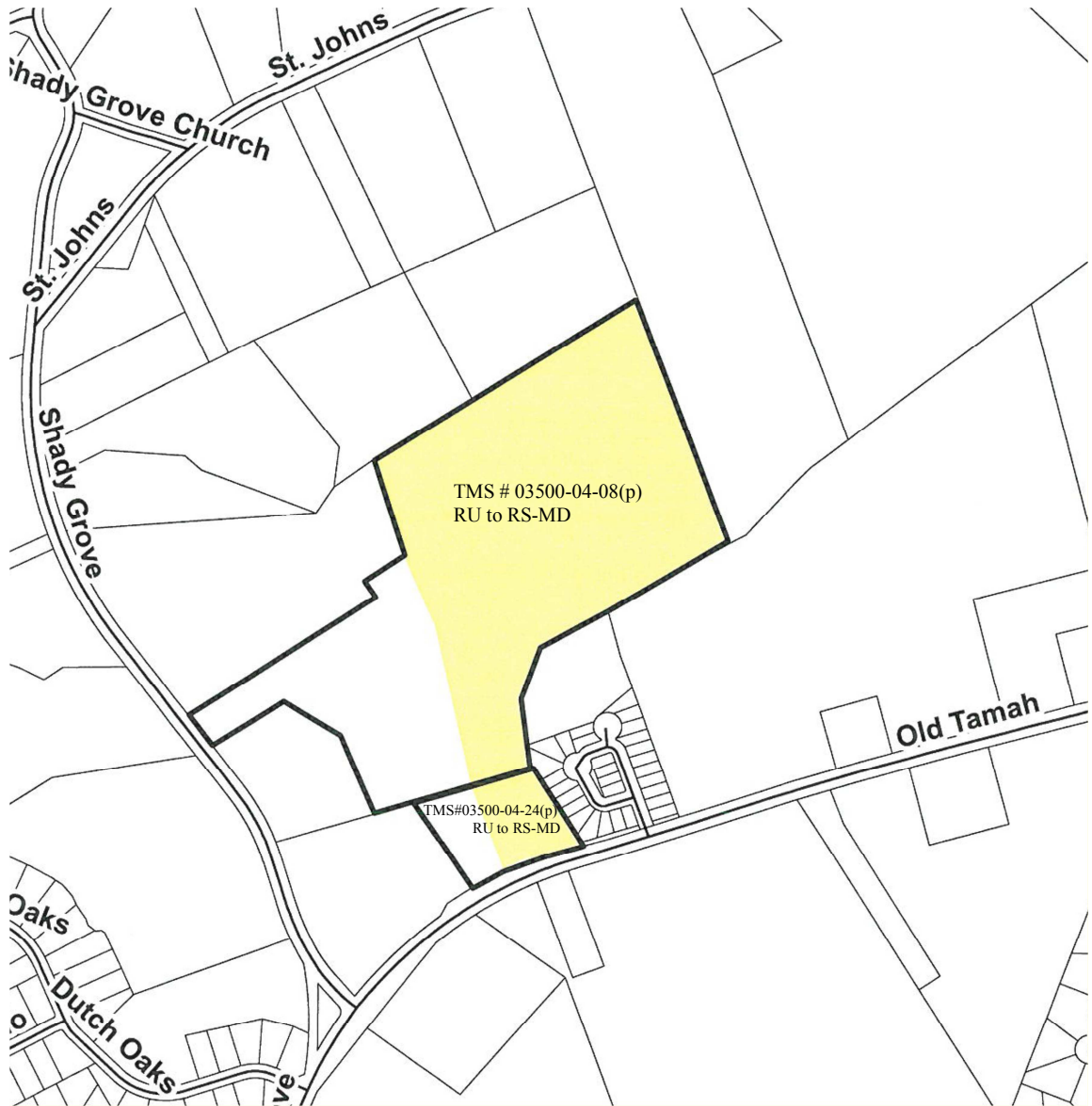
By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: April 24, 2012
First Reading: May 22, 2012
Second Reading: June 5, 2012 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

12-22MA
Jonathan Giles
Robert Giles
RM-HD to NC (.33 Acres)
1157 & 1159 Olympia Ave.
11203-01-03& 04 [**PAGES 185-186**]

Notes

First Reading: June 26, 2012
Second Reading:
Third Reading:
Public Hearing: June 26, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 11203-01-03/04 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 11203-01-03/04 from RM-HD (Residential, Multi-Family – High Density District) zoning to NC (Neighborhood Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of
_____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: June 26, 2012
First Reading: June 26, 2012
Second Reading: July 18, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax [**PAGES 187-189**]

Notes

First Reading: June 19, 2012

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 MASS TRANSIT ANNUAL BUDGET TO APPROPRIATE \$50,000 OF MASS TRANSIT UNDESIGNATED FUND BALANCE FOR THE EDUCATIONAL COMPONENT OF THE TRANSPORTATION SALES TAX.

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 fifty thousand dollars (\$50,000) of undesignated fund balance be appropriated for the educational component of the Transportation Sales Tax. Therefore, the Fiscal Year 2011-2012 Mass Transit Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 2,493,000
Appropriation of Mass Transit undesignated fund balance:	<u>50,000</u>
Total Mass Transit Revenue as Amended:	\$ 2,543,000

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 2,493,000
Increase to Mass Transit:	<u>50,000</u>
Total Mass Transit Expenditures as Amended:	\$ 2,543,000

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Memorandum of Understanding between Richland County and the Minority Business Development Agency [**PAGES 190-192**]

MEMORANDUM OF UNDERSTANDING

Between MBDA Business Center – Columbia, SC and Richland County, SC



WHEREAS, Richland County, SC (County) purchases goods, services and equipment for all departments within County Government; and

WHEREAS, over the years, Richland County has consistently demonstrated an interest in the growth and development of businesses within the County; and

WHEREAS, the primary mission of the MBDA Business Center – Columbia, SC (the Center) is to provide strategic business consulting and business assistance services to minority business enterprises (MBEs) with \$500,000 or more in annual revenues and/or "rapid growth-potential" MBEs; to develop a network of strategic partnerships; and to charge client fees;

WHEREAS, the Center is eighty percent (80%) funded by the U. S. Department of Commerce Minority Business Development Agency (MBDA) and is obligated to generate a twenty percent (20%) match to be in compliance with operating the Center;

NOW THEREFORE, the County and the Center agree to collaborate as follows:

Section #1. The duties and responsibilities of the County shall be as follows:

- Provide matching funds in the amount of Twenty Thousand Dollars (\$20,000.00) to grant services to designated businesses in collaboration with the U. S. Department of Commerce and MBDA;
- Refer qualified candidates for management and technical assistance to the Center;
- Med Week Sponsor and Participant;
- Use the MBDA Business Center, Columbia, services for vendors and provide feedback;
- Report to the MBDA Business Center when the referred clients have been awarded by the County; and
- Additional Services as requested

Section #2. The duties and responsibilities of the Center will be as follows:

- Aid, at a minimum, twenty (20) qualified County businesses with an average of 10-20 hours each of management and technical assistance between July 1, 2012 and June 30, 2013 (Focus on applicable businesses in the unincorporated portion of Richland County);
- Provide the County with a report of the services provided and outcomes by July 30, 2013;
- Host Richland County Small & Minority Business Forum or Procurement Workshop;

- Provided assistance to increase the County vendor base;
- Provide consulting and assistance on county procurement policy;
- Assist with local ordinance for inclusion of local businesses;
- Promote and include the County in marketing and advertising campaigns as a sponsor and partner with the MBDA Business Center;
- Management & Technical Assistance to county businesses, to included but not limited to, assisting with the preparation of the vendor application and its process; and
- Additional Services as requested.

This memorandum of Understanding is entered into this _____ day of June 2012.

Richland County, SC

MBDA Business Center – Columbia, SC

J. Milton Pope
Its: County Administrator

Cheryl Salley
Its: Project Director

Richland County Council Request of Action

Subject

A Resolution to appoint and commission Adolphus Lee as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGES 193-194**]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION ADOLPHUS LEE AS A
CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL
WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Adolphus Lee is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal care regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Adolphus Lee shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Adolphus Lee is no longer employed by Richland County to enforce the County’s animal care regulations.

ADOPTED THIS THE DAY OF , 2012.

Kelvin E. Washington, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

A Resolution Affirming the discontinuation of the Mass Transit Fee through the adoption of the FY2012-2013 Richland County Budget [**PAGES 195-196**]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION AFFIRMING THE DISCONTINUATION OF THE MASS TRANSIT FEE
THROUGH THE ADOPTION OF THE FY2012-2013 RICHLAND COUNTY BUDGET**

WHEREAS, the Richland County Council in the FY2011-2012 budget reduced the Mass Transit Fee by fifty (50%) percent, with such collected funds to be expended during the FY2012-2013 fiscal year; and

WHEREAS, the motion approved by the Richland County Council to reduce the Mass Transit Fee in the FY2011-2012 budget had as its purpose, “to provide the 2nd year (FY13) of funding for the CMRTA and to provide a backup plan for future CMRTA funding if Richland County Council does not place the Transportation Penny on the ballot in 2012 or if the initiative is on the ballot and fails there will be a back up funding source for Mass Transit;” and

WHEREAS, the Richland County Council intends to place the Transportation Penny referendum on the ballot in 2012, thereby obviating the need for the Mass Transit Fee in FY2012-2013 and allowing the issue to be revisited in FY2013-2014 if necessary; and

WHEREAS, Richland County Council adopted the FY2012-2013 budget on May 31, 2012; and

WHEREAS, S.C. Code §4-9-140 states in pertinent part, “county council shall adopt annually and prior to the beginning of the fiscal year operating and capital budgets for the operation of county government and shall in such budgets identify the sources of anticipated revenue including taxes necessary to meet the financial requirements of the budgets adopted”; and

WHEREAS, the FY2012-2013 budget ordinance purposely excludes the Mass Transit Fee as a source of anticipated revenue for any financial requirements of the FY2012-2013 budget adopted; and

WHEREAS, the Richland County Auditor has requested that the Richland County Council affirm its intent that the Mass Transit Fee be discontinued after June 30, 2012;

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby affirm that in excluding the Mass Transit Fee as a source of revenue in the FY2012-2013 budget that it intended to and did discontinue the Mass Transit Fee after June 30, 2012; and the Richland County Council hereby directs that the Mass Transit Fee be removed from the FY2013-2013 vehicle tax bills.

ADOPTED THIS the ____ day of _____, 2012.

Kelvin Washington, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

- a. Work Authorizations #3 and #4 (M. B. Kahn) [**ACTION**] [**PAGES 197-207**]



M.B. Kahn Construction Co., Inc.

P.O. BOX 1179 / COLUMBIA, SC 29202 / PHONE (803) 736-2950 / FAX (803) 736-9501

Since 1927

CONSTRUCTION
MANAGEMENT
DIVISION

June 7, 2012

Ms. Roxanne Ancheta
Assistant to the County Administrator
Richland County
P. O. Box 192
Columbia, South Carolina 29202

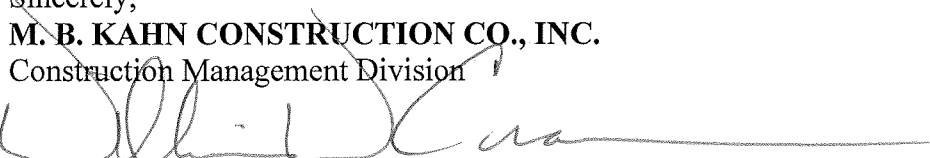
**RE: Richland County Recreation / Entertainment Complex
Work Authorization Number 3 (\$22M Optional Plan)**

Ms. Ancheta;

M. B. Kahn is pleased to submit the enclosed scope, fee and contract revisions for the Work Authorization previously approved by Council. This revised proposal is based on the reduced project, and includes project design services for Richland County's proposed sports complex including wetlands impact services, civil engineering design and construction documents, architectural/engineering design and construction documents, and associated program management services. The complex design will include soccer fields, support facilities, access roads, associated parking, and turn lanes on Farrow Road. Support Facilities will include a main/registration building, restroom/concession buildings, a maintenance building, and picnic shelter(s). We have also included Additional Services for environmental remediation planning, road design surveying, and tree survey/inventory.

This work authorization brings the project through the design & regulatory submittal phase. The next step will be for the County to decide the procurement approach, and issue work authorization(s) for the bid and construction phases. We are available to meet with you after you have had a chance to review the enclosed information so that we may respond to any questions you may have relative to this work authorization scope and cost. Please let us know if you wish to meet.

Sincerely,
M. B. KAHN CONSTRUCTION CO., INC.
Construction Management Division


William W. Cram
Executive Vice President

Enc: Scope of Work; Fee Proposal; Work Authorization
CC: R. Brax



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

SCOPE OF WORK

PROJECT DESIGN SERVICES

Project Design Services will include civil engineering design services and architectural/engineering design services required to produce final construction plans and specifications for a Soccer Tournament Complex.

Work necessary to conduct this portion of services will be based on the revised project scope and includes:

- Site development to include soccer fields, athletic lighting, irrigation/drainage systems, spectator seating, paths/walkways, fencing, utility systems, storm drainage system, parking, interior road/drive, and landscape design.
- Preparing civil engineering design and plans including Schematic Design (SD), Design Development (DD) and Construction Drawings (CD) for site development.
- Engineering design services related to modifications of Farrow Road for entry drive(s).
- Professional services related to wetlands impacts on-site and identification / coordination / approval for off-site mitigation bank.
- Coordination of propane gas line relocation owned by Dixie Pipeline. (does not include design)
- Coordination of on-site power line easement changes with SCE&G.
- Landscaping design to include basic design to meet Richland county development requirements.
- Preparing one set of plans and one set of technical specifications.
- Submitting for site-related permits from local, regional and state agencies.

- Support Facilities include Main/Registration Building, Restroom/Concession Buildings, Maintenance Building, and Picnic Shelter(s).
- Preparing architectural/engineering design and plans including Schematic Design (SD), Design Development (DD) and Construction Drawings (CD) for Support Buildings.
- All work in the Mixed Use/Commercial area is excluded.
- Preparing one set of plans and one set of technical specifications.
- Submitting for building-related permits from local, regional and state agencies.

RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

SCOPE OF WORK

REGULATORY AGENCY STUDIES & REPORTS

Regulatory Agency Studies & Reports include services typically provided outside of project design. The proposed separate services include:

Phase 3 Environmental Site Assessment (remediation coordination)

Based on the Phase 1 and Phase 2 environmental reports result, additional services are required and include:

- Test borings and monitoring wells at the potential contamination areas identified
- Design and coordination of the remediation
- All necessary reports and permits to achieve cleanup of the site to agreed upon site specific standards.
- Does not include Construction Costs required to remediate any of the contaminated areas.

Farrow Road Modifications Survey

Land surveying services as required to support the planning and design of modifications to Farrow Road for the proposed project. Land surveying services are required for:

- Identifying public road right-of-ways
- Coordinating easement modifications for existing and relocated utilities
- Providing parameters for Turning Lane(s) design

Tree Survey / Inventory

Surveying services required by Richland County to determine the size, species, health, condition, and structural integrity of existing forest trees for the purposes of:

- Protection of specific existing trees
- Development of a tree replacement plan
- Development of a tree protection plan



RICHLAND COUNTY RECREATION COMPLEX
Richland County, SC

FEE PROPOSAL BREAKDOWN (W.A. #3)
(S22M Optional Plan)

PROJECT DESIGN SERVICES	\$1,012,400
Wetlands Identification/Coordination/Approvals	
Civil Engineering Design and Construction Documents	
Utility Service Provider Coordination	
Athletic Fields Component Design	
Building Design and Construction Documents	
Associated Program Management Services	
REGULATORY AGENCY STUDIES & REPORTS	\$88,000
Phase 3 Environmental Site Assessment (remediation coordination)	
Farrow Road Modifications Survey	
Tree Survey / Inventory	
Associated Program Management Services	
TOTAL	\$1,100,400



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Richland County Recreation / Entertainment Complex

Work Authorization No. 3

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated April 1, 2010.

Description of Work Authorization: Civil Engineering Design and Construction Documents; Building Design and Construction Documents; Environmental Remediation planning; surveying; and associated Program Management Services as described in M.B. Kahn's proposal dated June 7, 2012 (*copy attached*).

Basis of Compensation / Period of Services: A fixed fee of One Million One Hundred Thousand Four Hundred Dollars (\$1,100,400.00). Services described herein shall be completed in 300 days of the executed work authorization, subject to updates and modifications as the project progresses. Compensation is to be paid in monthly installments commensurate with the progress of the work.

Agreed as to scope of services, time schedule, and budget:

For Richland County, South Carolina

Date

For M. B. Kahn Construction Co., Inc.

Date

Attachment: MBK Proposal Dated 6/7/2012 (4 pages)



M.B. Kahn Construction Co., Inc.

P.O. BOX 1179 / COLUMBIA, SC 29202 / PHONE (803) 736-2950 / FAX (803) 736-9501

Since 1927

CONSTRUCTION
MANAGEMENT
DIVISION

June 7, 2012

Ms. Roxanne Ancheta
Assistant to the County Administrator
Richland County
P. O. Box 192
Columbia, South Carolina 29202

**RE: Richland County Recreation / Entertainment Complex
Work Authorization Number 4**

Ms. Ancheta;

M. B. Kahn is pleased to submit the enclosed scope, fee and contract revisions for the Work Authorization previously approved by Council. This revised proposal is based on the reduced project, and includes services for the development of Commercial Site Layout, services for Promotion of Public/Private Partnerships, and services for Schematic Design of Indoor Sports Facility.

We are available to meet with you after you have had a chance to review the enclosed information so that we may respond to any questions you may have relative to the scope and cost. Please let us know if you wish to meet.

Sincerely,
M. B. KAHN CONSTRUCTION CO., INC.
Construction Management Division

William W. Cram
Executive Vice President

Enc: Scope of Work; Fee Proposal; Work Authorization

CC: R. Brax



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

SCOPE OF WORK

COMMERCIAL SITE LAYOUT

Provide a defined feasible conceptual layout for the commercial development. Design will address all significant areas of design including relationships to the recreation complex, pedestrian traffic coordination, traffic/parking coordination, Indoor Sports Facility location, and safety/security. The design will be shown in the form of 2D drawings, and a study 3D model.

PROMOTION OF PUBLIC/PRIVATE PARTNERSHIP

The objective is to promote private sector participation in the provision of public services through public-private partnership projects in terms of investment capital, and managerial skills. Private/Public Partnerships may consist of two components, first is the Indoor Sports Facility, for basketball, volleyball and other indoor competitions, and secondly, is the area that will be allocated for hotel, retail and food establishments. Work necessary to conduct this portion of services includes:

- Developing an enabling legal and institutional framework to guide investments in public/private partnership;
- Develop institutional capacities for technical analysis and negotiation of public/ private partnership and associated contracts (possible tax exempt from property taxes the “public use” portion of property)
- To implement effective strategies indicating specific obligations and rights for various stakeholders by providing options for the type of public/private partnerships such as:
 - Buy-Build-Operate – County sells +/- 10 acres to the private sector entity
 - Land Lease – is a lease in which the tenant rents and uses the land, but owns the temporary or permanent buildings and other objects placed on it.
 - Or a combination of Buy-Build-Operate and Land Lease
- Prepare operational guidelines and criteria for the Indoor Sports Facility public/private partnership;
- Identify potential private partners for the design and construction of the Indoor Sports Facility
- Identify potential private partners for the design and construction of a Hotel, Food, and Retail shops
- Introduce fair, equitable, transparent, competitive and cost effective procurement processes for public/private partnership;
- Establish efficient and quality socio-economic public private partnership within Richland County.

RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

SCOPE OF WORK

SCHEMATIC DESIGN OF INDOOR SPORTS FACILITY

The objective is to provide a document fully outlining the facility's design criteria. Documents will cover major building functions, number teams, patrons to be accommodated and possible activity usage. All documents are based on feasibility studies, site selection and market conditions, with the final document used to attract Private Partners.

Services include:

- Confirmation of facility objectives
- Identification of priorities, values and goals
- Develop performance and design criteria
- Establish building size, shape and height requirements
- Establish interior configuration requirements
- Identify other required components
- Produce 2D drawings and 3D study model



RICHLAND COUNTY RECREATION COMPLEX

Richland County, SC

FEE PROPOSAL BREAKDOWN (W.A. #4)

COMMERCIAL SITE LAYOUT	\$58,800
Conceptual development layout	
Pedestrian Traffic Coordination	
Traffic/Parking Coordination	
Locate Indoor Sports Facility	
2D Drawing and 3D Models	
PROMOTION OF PUBLIC / PRIVATE PARTNERSHIPS	\$93,200
Legal and Institutional Framework	
Indoor Sports Facility Guidelines	
Public/Private Partnership Options	
Establish Procurement Process	
Identify Potential Private Partners	
SCHEMATIC DESIGN FOR INDOOR SPORTS FACILITY	\$161,700
Confirmation of facility objectives	
Identification of priorities, values and goals	
Develop performance and design criteria	
Establish building size, shape and height requirements	
Establish interior configuration requirements	
Identify other required components	
Produce 2D drawings and 3D study model	
TOTAL	\$313,700



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Richland County Recreation / Entertainment Complex

Work Authorization No. 4

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated April 1, 2010.

Description of Work Authorization: services for the development of a Commercial Site Layout, services for Promotion of Public/Private Partnerships, and services for Schematic Design of Indoor Sports Facility as described in M.B. Kahn's proposal dated June 7, 2012 (*copy attached*).

Basis of Compensation / Period of Services: A fixed fee of Three Hundred Thirteen Thousand Seven Hundred Dollars (\$313,700.00). Services described herein shall be completed in 270 days of the executed work authorization, subject to updates and modifications as the project progresses. Compensation is to be paid in monthly installments commensurate with the progress of the work.

Agreed as to scope of services, time schedule, and budget:

For Richland County, South Carolina

Date

For M. B. Kahn Construction Co., Inc.

Date

Attachment: MBK Proposal Dated 6/7/2012 (4 pages)

Richland County Council Request of Action

Subject

- a. Motion for resolution in honor of Richland County Deputy Ryan Rawl who lost his life serving our country in Afghanistan **[ROSE, WASHINGTON, MANNING, JETER, AND DICKERSON]**
- b. I move to amend Richland County Code Section 17-10: "An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones; so as to define vehicles subject thereto" as specified in the attached document. **[MANNING] [PAGES 209-211]**
- c. I move that Richland County suspend the Road Maintenance Fee for 19 years if the Penny Sales Tax passes. Reason: The citizens pay \$20 for a Road Maintenance Fee to address what the penny will be doing except the bus. It would be double taxation to the citizens if they pay both. **[JACKSON]**
- d. The city believes it cannot provide the requested franchise fee revenue information by law. S. C. Code Ann. Section 6-1-120 sets forth a general prohibition at subsection (A) that, "Except in accordance with a proper judicial order or as otherwise provided by the Freedom of Information Act, it is unlawful for an officer or employee of a county or municipality, or the agent of such an officer or employee to divulge or make know in any manner the financial information, or other information indicative of units of good or services sold, provided by a taxpayer included in a report, tax return, or application required to be filled by the taxpayer with that county or municipality pursuant to a county or municipal ordinance..." However, section 6-1-120 provides: (B) Nothing in this section prohibits the: (3) sharing of data between public officials or employees in the performance of their duties. The purpose of the County's request for data from the City is for a "sharing of data between public officials or employees in the performance of their duties." Subsection 6-1-120(B)(3) does not appear to be restricted to "public officials or employees" of the same sovereign. Motion: Based on the above, it is requested that an SC Attorney General's opinion be obtained interpreting 6-1-120 and more specifically 6-1-120(B)(3) **[MALINOWSKI]**
- e. I move Council consider allowing Master Gardeners to fulfill the roles of Landscaper and Horticulturalist on the Appearance Commission, in the event that no licensed Landscaper or Horticulturalist can be recruited for the Commission. I also encourage all Council members to appoint their candidates to this Commission, and request staff inform Council of the vacancies **[HUTCHINSON]**
- f. Because of the significant economic, educational and conservation value of Cook's Mountain to Richland County, I move to direct the Interim County Administrator and the Conservation Department staff to negotiate an option to purchase Cook's Mountain contingent upon the receipt of funding assistance from outside sources. I also move to direct staff to examine the funding and financing options available and to provide this information to Council **[HUTCHINSON]**
- g. Resolution honoring Tige Watts, Vice President of Richland County's Neighborhood Association, President of the Columbia Neighborhood Association and newly elected President of the National Association of Neighborhoods for his dedicated and outstanding services over the years to the community **[JACKSON]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-10, PARKING IN RESIDENTIAL ZONES; SO AS TO DEFINE VEHICLES SUBJECT THERETO.

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 17, Motor vehicles and traffic; Article II, General traffic and parking regulations; Section 17-10 is hereby amended to read as follows:

Sec. 17-10. Parking in residential and commercial zones of the county.

(a) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County," as amended. For the purpose of this section, the following definitions shall apply:

(1) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and the load drawn.

(2) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

(3) *Trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and constructed that no part of its weight rests upon the towing vehicle; provided, however, that a "utility trailer" used solely for the transportation of the user's personal property, not in commerce, which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds, may be kept in the user's residential backyard.

(4) *Vehicle* means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(5) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(b) Except as is provided in subsection (c), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district] unless such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence where it is parked, stored or located.

(c) Active loading, unloading and service provision exception: Notwithstanding subsections (a) and (b), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for

only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading and unloading" does not include parking or "staging" a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point.

(d) It shall be unlawful for a vehicle, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid license to be parked on any public street or road, or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County," as amended.

(e) All motor vehicles or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such vehicle shall not be visible from the public right-of-way. Licensed automobile dealerships, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(f) Any motor vehicle or trailer that is not capable of operating in accordance with South Carolina law or capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district) for more than thirty (30) consecutive days during any calendar year unless it is kept in an enclosed garage, in a carport, or protected from the elements by a fitted cover; provided, however, in the case of a vehicle protected from the elements by a cover, such vehicle shall not be visible from the public right-of-way.

(g) *Penalties.* Unless otherwise prescribed by law, any owner of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor.

(h) *Administration and enforcement.* The Sheriff of Richland County shall be authorized to enforce the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

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 _____.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY

OF _____, 2012

Michelle Onley
Clerk of Council

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

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda