



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**MAY 21, 2013
6:00 PM**

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

INVOCATION THE HONORABLE KELVIN E. WASHINGTON, SR.

PLEDGE OF ALLEGIANCE THE HONORABLE KELVIN E. WASHINGTON, SR.

Presentation Of Resolutions

1. a. Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]
- b. Resolution honoring Dutch Fork Girls Basketball Team on their 2nd State Championship [MALINOWSKI]
- c. Resolution honoring Keenan Girls Basketball AA State Champions [RUSH]
- d. Resolution Honoring Deputy Sheila Aull for heroism in the line of duty and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies [DICKERSON]
- e. Resolution Honoring Verna Hatten's 100th Birthday [DICKERSON]
- f. Resolution recognizing Cameron Wesley as the first African American Postmaster in the Town of Whitmire [JACKSON]
- g. Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING]

Approval Of Minutes

2. Regular Session: May 7, 2013 [PAGES 7-16]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Legal Fees - Contractual Matter
- b. Personnel Matter
- c. Curtiss-Wright Hangar Agreement

Citizen's Input

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

Report Of The County Administrator

5. a. Budget Update
- b. Personnel Matter
- c. Transportation Penny Update

Report Of The Clerk Of Council

6. a. REMINDER: Public Works Luncheon, Wednesday, May 22nd, 11:30 AM-1:30 PM
- b. Turning Leaf Project Graduation, Wednesday, May 29th, 11 AM-12:00 PM, Alvin S. Glenn Detention Center
- c. **Community Relations Council Annual Luncheon, June 12th, 12:00-2:00 PM, Columbia Metropolitan Convention Center**
- d. **County Website Launch**

Report Of The Chairman

7. a. Business Friendly Task Force Appointees [**PAGES 22-24**]
- b. Transportation Penny Advisory Committee - Council Ex-Officio Appointments
- c. **Joint City/County Task Force Appointments [PAGE 25]**
- d. **Personnel Matter**

Presentations

8. a. Midlands Housing Trust Fund, Mark Cox-Chairman
- b. Township Auditorium, Aundrai Holloman

Open/Close Public Hearings

9. a. An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto

Approval Of Consent Items

10. An Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Project Form 1, and Project Form 2 providing for a payment of a Fee in Lieu of Taxes and other matters related thereto [SECOND READING] [PAGE 28-60]
11. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [SECOND READING] [PAGES 61-71]
12. An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon [SECOND READING] [PAGES 72-79]
13. Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction [PAGES 80-90]
14. New Road for the Brookfield Subdivision [PAGES 91-102]

Third Reading Items

15. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved" [PAGES 103-122]

Second Reading Items

16. An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department [PAGES 123-127]
17. An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto [PAGES 128-135]

First Reading Items

18. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parkign to two hours and to delete the provisions for parking meters [PAGES 136-139]
19. Small Local Business Enterprise ("SLBE") Program [PAGES 140-161]

Report Of Rules And Appointments Committee

1. **Notification Of Vacancies**

20. Board of Assessment Appeals-1; there is one vacancy on this board:

Eric John Grant, April 6, 2013*

* Eligible for reappointment

21. Historic Columbia Foundation-1; there will be one vacancy on this board:

John W. Cullum, June 2, 2013

2. **Notification Of Appointments**

22. Accommodations Tax Committee-2; applications were received from the following: **[PAGES 164-170]**

D. Elaine Brown
Willis Langley

23. Central Midlands Council of Governments-1; an application was received from: **[PAGES 171-175]**

Robert Alan Lapin
Brenda J. Perryman

24. Employee Grievance Committee-2; one application was received from: **[PAGES 176-178]**

Sonia Fells, IT

25. Hospitality Tax Committee-1; no applications were received at this time

3. **Discussion From Rules And Appointments Committee**

26. Community Relations-3 **[PAGES 180-194]**

27. Guidelines for Resolutions of Recognition **[PAGES 195-196]**

Other Items

28. Report of the Airport Commission:

a. Approval of Agreement to Sell Curtiss-Wright Hangar

b. An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A **[FIRST READING] [PAGES 198-200]**

29. A Resolution to appoint and commission Kelly Wright as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGES 201-202]**

Citizen's Input

30. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

31. a. Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax.
The referendum was passed on November 6, 2012, the county starts collecting the penny on May 1, 2013. Currently we do not have an IGA or a Transportation Director/Engineer. This is a priority and needs to be done immediately. Every day without a transportation person and an IGA puts us behind **[JACKSON]**
- b. **I move to direct staff to draft appropriate language so as to codify unsafe housing regulations within Chapter 6 of the County Code of Ordinances, which are consistent with the International Property Maintenance Code, as amended [RUSH]**

Adjournment



Richland County Council Request of Action

Subject

- a. Resolution to recognize Richland County as a Purple Heart County **[WASHINGTON]**
- b. Resolution honoring Dutch Fork Girls Basketball Team on their 2nd State Championship **[MALINOWSKI]**
- c. Resolution honoring Keenan Girls Basketball AA State Champions **[RUSH]**
- d. Resolution Honoring Deputy Sheila Aull for heroism in the line of duty and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies **[DICKERSON]**
- e. Resolution Honoring Verna Hatten's 100th Birthday **[DICKERSON]**
- f. Resolution recognizing Cameron Wesley as the first African American Postmaster in the Town of Whitmire **[JACKSON]**
- g. Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award **[MANNING]**

Richland County Council Request of Action

Subject

Regular Session: May 7, 2013 [PAGES 7-16]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, MAY 7, 2013 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	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Norman Jackson
Member	Damon Jeter
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose
Member	Torrey Rush

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Brad Farrar, Justine Jones, Amelia Linder, Dale Welch, Melinda Edwards, John Hixon, Sandra Haynes, James Hill, Sara Salley, Geo Price, Daniel Driggers, Quinton Epps, Ismail Ozbek, Tracy Hegler, Chanda Cooper, Rodolfo Callwood, David Hoops, Kendra Dove, Monique Walters, Michelle Onley

CALL TO ORDER

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

INVOCATION

The Invocation was given by the Honorable Torrey Rush

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Torrey Rush

APPROVAL OF MINUTES

Regular Session: April 16, 2013 – Mr. Malinowski stated that on p. 2 of the minutes the vote was not noted for the reordering of the agenda.

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

Zoning Public Hearing: April 23, 2013 – Mr. Manning moved, seconded by Mr. Malinowski, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Washington requested that the Report of the Internal Audit Committee be added under "Other Items".

Ms. Dickerson moved to unanimously add the Report of the Internal Audit Committee. The vote in favor was unanimous.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

Mr. Farrar stated that the following was a potential Executive Session Item:

- a. **Norfolk Southern vs. Richland County** – No action was taken.
- b. **Samuel Brick vs. Richland County** – No action was taken.

=====
Council went into Executive Session at approximately 6:10 p.m. and came out at approximately 6:41 p.m.
=====

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Transportation Penny Advisory Committee Ex-Officio Recommendations – Mr. Malinowski moved, seconded by Mr. Rose, to approve the Administrator's recommendations. The vote in favor was unanimous.

Public Works Week Proclamation Presentation – Mr. Hoops stated that Public Works Week is May 19-25 and gave a brief overview of the upcoming Public Works Week activities.

Parking Meter Update – Mr. McDonald stated that the parking meters have been removed.

Budget Timeline – Mr. McDonald gave an outline of the upcoming budget meetings.

Website Update – Mr. McDonald stated the website update has been completed and invited Council members to make arrangements with IT staff to preview the website before it goes live.

Curtiss-Wright Hangar – Mr. McDonald stated the negotiations have been completed and the proposed contract will be presented to Council at the May 21st Council meeting.

REPORT OF THE CLERK OF COUNCIL

SCAC Annual Conference Reminder – Ms. Onley reminded those Council members planning to attend the SCAC Conference to contact the Clerk's Office in order to secure accommodations at the host hotel.

REPORT OF THE CHAIRMAN

No report was given.

PRESENTATIONS

National Tourism Week Proclamation-Ric Luber – Mr. Washington presented Mr. Luber with a proclamation in honor of National Tourism Week.

Bark to the Park Award – Richland County was presented with the Annual Bark to the Park award.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article V, Rehabilitated Historic Properties; so as to reflect the 2010 Amendments made to Section 4-9-195 of the South Carolina Code of Laws, 1976, as amended; and to more closely align the County's ordinance with that of the City of Columbia** – Ms. Robin Waites and Mr. Richard Burts spoke in favor of this item.
- **A Resolution Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and other related matters** – Mr. John Hudgens and Mr. Sam Howell spoke in favor of this item.

APPROVAL OF CONSENT ITEM

- **Building Safety Month Proclamation**
- **Lease Agreement with Clemson and Sandhill Research Center**

- **Reallocation of Funds for Cemetery Survey**
- **Adoption of the following Four Resolutions from the April 2, 2013 Council Meeting: (1) A Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations' (SCANPO) Award [MANNING]; (2) Resolution Honoring Deputy Sheila Aull for heroism in the line of duty and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies [DICKERSON]; (3) Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]; (4) Resolution recognizing Cameron Wesley as the first African American Postmaster in the Town of Whitmire [JACKSON]** – Ms. Dickerson moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.
- **Agencies funded by Richland County discussing budgetary decisions are subject to have Richland County staff present**
- **An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [FIRST READING]**
- **Reallocation of Appearance Commission Funding for Hilton Field Improvements**

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

THIRD READING

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article V, Rehabilitated Historic Properties; so as to reflect the 2010 Amendments made to Section 4-9-195 of the South Carolina Code of Laws, 1976, as amended; and to more closely align the County's ordinance with that of the City of Columbia – Mr. Manning moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

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

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction – Mr. Manning moved, seconded by Mr. Livingston, to defer this item. The vote in favor was unanimous.

New Road for the Brookfield Subdivision – Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department [FIRST READING] – Mr. Rose moved, seconded by Mr. Malinowski, to back out the amount related to the Election Commission and approve the remaining items. A discussion took place.

Mr. Pearce made a substitute motion, seconded by Ms. Dickerson, to divide the question.

<u>For</u>	<u>Against</u>
Dixon	Washington
Malinowski	Livingston
Jackson	Jeter
Rose	
Pearce	
Dickerson	
Rush	
Manning	

The vote was in favor of dividing the question.

Mr. Pearce moved, seconded by Ms. Dickerson, to approve payment of the legal fees with the exclusion of the Election Commission legal fees. The vote in favor was unanimous.

Mr. Pearce moved, seconded by Ms. Dickerson, to defer action on the Election Commission legal fees until a report is provided by the County Attorney with detailed information as to what the County is being requested to pay for.

<u>For</u>	<u>Against</u>
Dixon	Jackson
Malinowski	Washington
Rose	Livingston
Pearce	Jeter
Dickerson	
Rush	
Manning	

The vote was in favor of deferral.

Request funds to purchase 12 ½ acres of land adjacent to Friarsgate Park in District 1 – Mr. Livingston moved, seconded by Ms. Dickerson, to forward this item to the budget process. A discussion took place.

The vote in favor was unanimous.

Richland County Sheriff's Department Sole Source Purchase iRobot PackBot – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

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

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto [FIRST READING] – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote was in favor.

FIRST READING ITEMS

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2013 and ending June 30, 2014 [BY TITLE ONLY] – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2013, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2013, through June 30, 2014 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon – Mr. Manning moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

The vote in favor was unanimous.

OTHER ITEMS

A Resolution Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and other related matters – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item. The vote was in favor.

Report of the Decker Center Ad Hoc Committee:

- a. **Project Manager Contract Approval** – Mr. Manning stated that the committee's recommendation was to approve the contract with Brownstone. A discussion took place.

Mr. Livingston offered a friendly amendment to require the County Attorney and County Administrator to review the contract prior to execution.

Mr. Manning accepted the friendly amendment.

Mr. Livingston called for the question, seconded by Mr. Pearce. The vote was in favor of calling for the question.

The vote in favor of the amended recommendation was unanimous.

Report of the Jail Ad Hoc Committee – Mr. Rose stated that the committee recommended the following: (1) gradual scale for detention officers, pay incentives, promotions; (2) addition of mental health employee; and (3) conduct an independent audit/study of jail operations and management. A discussion took place.

Mr. Livingston moved, seconded by Mr. Rose, to take up the gradual scale, pay incentives, promotions and addition of mental health employee during the budget process. A discussion took place.

The vote in favor of the amended recommendation was unanimous.

Small Local Business Enterprise (“SLBE”) Program – Mr. Washington moved, seconded by Mr. Jackson, to defer this item and bring back the document redlined. The vote in favor was unanimous.

Internal Audit Committee – Mr. Washington stated that the committee recommended the following departments to be audited with the caveat that the FOIA policy and timekeeping policy will be incorporated to insure that they’re being consistently utilized: (1) Procurement, (2) Public Works, (3) Utilities, (4) IT, and (5) Legal. The vote in favor was unanimous with Mr. Manning recusing himself.

CITIZEN’S INPUT

No one signed up to speak.

MOTION PERIOD

Resolution in Support of “Relook of Award for Upgrade” to the Medal of Honor for Silver Star recipient Colonel William P. Collier, Jr., USA (Ret.) [WASHINGTON] – The resolution was unanimously adopted.

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

Resolution Honoring Verna Hatten’s 100th Birthday [DICKERSON] – The resolution was unanimously adopted.

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

Move that all outside agencies in the Contractual & Statutory portion of the Richland County budget be required to submit a written annual report due no later than January 31st of each year that provides a full accounting as to how County appropriations were spent during the previous fiscal year ending on June 30th. Currently, no such accounting has been requested nor is required by ordinance. Certain agency exemptions from this policy may be granted at County Council's discretion upon written request of the agency [PEARCE] – This item was referred to the budget process.

I move that we immediately fund the new facilities that have been completed and waiting to be staffed and operated at the Recreation Commission [JACKSON & DICKERSON] – This item was referred to the A&F Committee.

Move that the Recreation Commission provide County Council a detailed, line item, park by park financial analysis of funds they deem necessary to open the parks they maintain that they are unable to open within their existing County millage allocation. In addition, I would request that the Recreation Commission provide County Council a detailed report on all cost saving measures initiated to address their financial shortfalls. These data should be prepared and presented to Council prior to consideration of additional funding for the Recreation Commission [PEARCE] – This item was referred to the A&F Committee.

All agencies that receive funding from Richland County should all submit a copy of their 990 along with their request [DIXON] – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:25 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Joyce Dickerson

Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

Torrey Rush

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Legal Fees - Contractual Matter
- b. Personnel Matter
- c. Curtiss-Wright Hangar Agreement

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Budget Update
- b. Personnel Matter
- c. Transportation Penny Update

Richland County Council Request of Action

Subject

- a. REMINDER: Public Works Luncheon, Wednesday, May 22nd, 11:30 AM-1:30 PM
- b. Turning Leaf Project Graduation, Wednesday, May 29th, 11 AM-12:00 PM, Alvin S. Glenn Detention Center
- c. Community Relations Council Annual Luncheon, June 12th, 12:00-2:00 PM, Columbia Metropolitan Convention Center
- d. County Website Launch

Richland County Council Request of Action

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- a. Business Friendly Task Force Appointees **[PAGES 22-24]**
- b. Transportation Penny Advisory Committee - Council Ex-Officio Appointments
- c. Joint City/County Task Force Appointments **[PAGE 25]**
- d. Personnel Matter

April 19, 2013

The Honorable Steve Benjamin
Mayor, City of Columbia
P.O. Box 147
Columbia, SC 29217

The Honorable Kelvin E. Washington
Chairman, Richland County Council
2308 Park Street
Columbia, SC 29201

Dear Mayor Benjamin and Chairman Washington:

On behalf of members of the Business Friendly Services Review Task Force, I want to thank the City of Columbia and Richland County for accepting our recommendations to streamline city and county business services.

As you know, our recommendations are aimed at improving the level of service provided; establishing measurable standards to increase speed, accuracy, and consistency; and positively impacting customer service to elevate the reputation of the Midlands as a good place to do business. However unless we continue to work together and establish an entity to monitor, track, and ensure the implementation of these recommendations, this will be another plan that sits on a shelf collecting dust. Remember that business goes where it is invited and stays where it is appreciated.

With that in mind, and after conversations and feedback from stakeholders, the Task Force is recommending the creation of a Business Friendly Progress Committee (BFPC) to ensure implementation of the business friendly plan. We are asking this recommendation be included with those already approved. Attached is a proposed outline for this Committee.

The objective of the BFPC will be to form a working partnership with the Business Friendly Services Review Task Force, the Greater Columbia Chamber of Commerce on behalf of the Midlands business community, the City of Columbia, and Richland County. This partnership proved vital in the development of the report by the Business Friendly Services Review Task Force that identified a number of specific recommendations that would improve the relationship between local government and local businesses. The continuation and growth of this partnership will again be vital in implementing the recommendations of the Business Friendly Services Review Task Force report.

The composition of the Business Friendly Progress Committee would mirror that of the original Business Friendly Services Review Task Force. The BFPC will be representative of the stakeholders, including council members, top level administrative staff, business leaders and members of the Business Friendly

Services Review Task Force. Only through this equal partnership will we be able to bring about positive, lasting reform.

The business community is committed to investing the resources necessary to facilitate this implementation process.

I request that your respective bodies review and adopt the Business Friendly Progress Committee as proposed and make your appointments by May 15 or at your earliest opportunity.

I sincerely hope that we will take advantage of this unique opportunity to make a lasting impact on the way business is done in our community. Collectively, we can make the best of this opportunity. Your cooperation and support in this matter are most appreciated.

Sincerely,

David Brandes
Chair, Business Friendly Services Review Task Force

BUSINESS FRIENDLY PROGRESS COMMITTEE (BFPC)

COMPOSITION

Greater Columbia Chamber of Commerce Appointees:

- 1 Chair or Designee
- 2 Member or Private Citizen

City of Columbia Appointees:

- 1 City Manager or Designee
- 2 City Council Member

Richland County Appointees:

- 1 County Administrator or Designee
- 2 County Council Member

Business Services Review Task Force

- 1 Chair or Designee
- 2 Member (not an elected official)

PURPOSE

The objective of the BFPC will be to form a working partnership between the Business Services Review Task Force, the Greater Columbia Chamber of Commerce on behalf of the Midlands business community, the City of Columbia, and Richland County. This partnership proved vital in the development of a report by the Business Services Review Task Force that identified a number of specific recommendations that would improve the relationship between local government and local businesses. The continuation and growth of this partnership will again be vital in implementing the recommendations of the Business Services Review Task Force report.

The BFPC will focus on:

- 1 Review and monitor the Business Services Review Task Force recommendations.
- 2 Provide oversight of measurable standards to increase speed, accuracy, consistency and customer service.
- 3 Ensure recommendations are implemented as quickly and efficiently as possible.
- 4 Work to accommodate and alleviate government concerns over the Business Services Review Task Force recommendations.
- 5 Provide quarterly reports to stakeholders to include: updates on the implementation of the Business Services Review Task Force recommendations, an outline of impediments toward implementation, and suggested measures to expedite and improve the implementation process.

From: Wilson, Teresa B [<mailto:tbwilson@columbiasc.net>]
Sent: Wednesday, May 08, 2013 9:39 AM
To: TONY MCDONALD; Kelvin Washington
Cc: Steve Benjamin; Benjamin, Steve
Subject: FW: Ad Hoc Committee for Joint Courthouse

Chairman Washington and Tony,

Please see below the motion approved by City Council last night. I am happy to work with Tony to coordinate a meeting of this Committee as soon as practical once you all have confirmed your members. I will seek guidance from the Mayor as to notifying the other suggested members from the Bar and Court. Thanks,

Teresa

From: Moore, Erika
Sent: Wednesday, May 08, 2013 9:10 AM
To: Wilson, Teresa B
Subject: Ad Hoc Committee for Joint Courthouse

Upon a motion made by Mayor Benjamin and seconded by Mr. Runyan, Council voted unanimously to approve the appointment of Mayor Benjamin, Ms. Devine and Mr. Newman to an ad hoc committee for the purpose of revisiting the possibility of the city and county building a courthouse together; to ask the Chairman of the Richland County Council and the County Administrator to appoint a delegation of three (3) members of County Council to the ad hoc committee; and to include representatives of the Richland County Bar Association, the Clerk of Court Office and the Chief Criminal Judge of Richland County.



Erika D. Moore, City Clerk of Council

Office of the City Clerk

1737 Main Street, Columbia, SC 29201

Phone: 803-545-3043

Fax: 803-255-8936

ColumbiaSC.net

Richland County Council Request of Action

Subject

- a. Midlands Housing Trust Fund, Mark Cox-Chairman
- b. Township Auditorium, Aundrai Holloman

Richland County Council Request of Action

Subject

a. An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto

Richland County Council Request of Action

Subject

An Ordinance Authorizing the Execution and Delivery of a Fee and Special Source Credit Agreement by and among Richland County, South Carolina, Project Form 1, and Project Form 2 providing for a payment of a Fee in Lieu of Taxes and other matters related thereto **[SECOND READING] [PAGE 28-60]**

Notes

First Reading: February 19, 2013

Second Reading:

Third Reading:

Public Hearing:

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

ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE AND SPECIAL SOURCE CREDIT AGREEMENT BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, PROJECT FORM 1, AND PROJECT FORM 2 PROVIDING FOR A PAYMENT OF A FEE IN LIEU OF TAXES AND OTHER MATTERS RELATED THERETO.

WHEREAS, Richland County, South Carolina (the “County”) acting by and through its County Council (the “County Council”) is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”), to enter into fee agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the “State”) and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the manpower, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally; and

WHEREAS, Project Form 1, a limited liability company organized and existing under the laws of the State of Minnesota (“Project Form 1”) and Project Form 2, a limited liability company organized under the laws of the State of Minnesota (“Project Form 2”), each authorized to do business in the State of South Carolina (Project Form 1 and Project Form 2 may be referred to collectively hereinafter as the “Company”) intend to invest in the establishment of a manufacturing facility through the acquisition of land, a building, and improvements thereon (the “Land and Building”); and the acquisition of personal property, including, but not limited to, machinery, equipment, and furniture to be installed on and/or in the Land and Building, which would constitute a project within the meaning of the Act and a portion of which are eligible for inclusion as economic development property, the total cost of which is estimated to be \$11,100,000 over five years and result in the creation of 132 new, full time jobs (the “Project”), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, pursuant to an Inducement Resolution dated as of _____, the County authorized the execution of an agreement providing for fee in lieu of tax payments; and

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company (the “Fee Agreement”), which provides for fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 20 years for the Project or each component thereof placed in service during the initial investment period (and any investment period extension to which the County and the Company agree) and the provision of a 5 year, 25% special source revenue credit on [the portion of the Project constituting machinery and equipment] [OR: ON THE PROJECT]; and

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

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

Section 1. In order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State of South Carolina by assisting the Company to expand or locate an industrial facility in the State of South Carolina, the Fee Agreement is hereby authorized, ratified, and approved.

Section 2. It is hereby found, determined, and declared by the County Council, as follows:

- (a) The Project will constitute a “project” as said term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act.
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County.
- (c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.
- (d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.
- (e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.
- (f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.
- (g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. The form, terms, and provisions of the Fee Agreement presented to this meeting are hereby approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Chairman of the County Council and/or the County Administrator are authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement in the name

of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement now before this meeting.

Section 4. The Chairman of the County Council and/or the County Administrator, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. 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 6. 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.

First Reading: April __, 2013
Second Reading: May __, 2013
Public Hearing: May __, 2013
Third Reading: May __, 2013

Dated this ____ day of May, 2013.

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____
Kelvin E. Washington, Chair of
County Council
Richland County, South Carolina

(SEAL)

ATTEST:

Michelle Onley, Interim Clerk to County Council
Richland County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned, Interim Clerk to County Council of Richland County, South Carolina (“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 _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

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 _____, 2013

(SEAL)

Michelle Onley, Interim Clerk to
County Council
Richland County, South Carolina

FEE AGREEMENT
AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

Among

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT FORM 1

and

PROJECT FORM 2

Dated as of _____, 2013

RECAPITULATION OF CONTENTS OF
FEE AGREEMENT PURSUANT TO S.C. CODE §12-44-55(A)

The parties have agreed to waive this requirement pursuant to S.C. Code Ann. § 12-44-55(B).

FEE AGREEMENT

THIS FEE AGREEMENT (the “Fee Agreement”) is made and entered into as of _____, 2013 by and among RICHLAND COUNTY, SOUTH CAROLINA (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through the Richland County Council (the “County Council”) as the governing body of the County, and PROJECT FORM 1, a corporation organized and existing under the laws of the State of Minnesota (the “Company”) and PROJECT FORM 2, a limited liability company organized under the laws of the State of Minnesota (“Project Form 2”).

RECITALS

1. Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “Act”) authorizes the County (*i*) to induce industries to locate in the State; (*ii*) to encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (*iii*) to enter into a fee agreement with entities meeting the requirements of such Act, which identifies certain property of such entities as economic development property.

2. Pursuant to Section 12-44-40(I)(1) of the Act, the County finds that: (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

3. The County Council has evaluated the Project based on all relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County.

4. An Ordinance that the County Council adopted contemporaneously with the date of this Fee Agreement (the “Fee Ordinance”) authorizes the County and the Company to enter into a Fee Agreement that classifies the Project as Economic Development Property under the Act and provides for the payment of fees in lieu of taxes, all as further described herein.

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

ARTICLE I DEFINITIONS

Section 1.1 The terms that this section defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

“Act” shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts successor or supplemental thereto or amendatory thereof.

“Act Minimum Investment Requirement” shall mean an investment of at least \$2,500,000 by the Company and any Sponsors and Sponsor Affiliates of property eligible as economic development property under the Act, provided, however, that in the event of a reduction of the minimum investment level in Section 12-44-30(14) or any successor section by legislative action, then the Act Minimum Investment Requirement shall equal such reduced amount.

“Clawback Minimum Requirements” shall mean an investment of at least \$11,000,000 in property subject to ad valorem taxation (in the absence of this Fee Agreement and/or the Industrial Development Park) by the Company, Project Form 2, and any Sponsors and the creation of at least 132 new, full time jobs by the Company.

“Commencement Date” shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date must not be later than the last day of the property tax year which is three years from the year in which the County, the Company and Project Form 2 enter into this Fee Agreement.

“Company” shall mean Project Form 1 and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

“County” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” shall mean the Richland County Council, the governing body of the County.

“Department” or “SCDOR” shall mean the South Carolina Department of Revenue.

“Diminution in Value” in respect of the Project or any Phase of the Project shall mean any reduction in the value using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Project or such Phase and which are subject to FILOT payments which may be caused by (i) the Company’s removal and/or disposal of equipment pursuant to Section 4.6 of this Fee Agreement; (ii) a casualty to the Project, such Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement; or (iii) a condemnation of the Project, such Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the Act, selected and identified by the Company in its annual filing of a SCDOR PT-300S or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

“Equipment” shall mean all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor used or to be used in the County by the Company for the purposes described in Section 2.2(b) hereof, provided, however, that repairs, alterations, or modifications to personal

property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Event of Default” shall mean any event of default specified in Section 5.1 of this Fee Agreement.

“Exemption Period” shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable piece of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

“Existing Improvements” shall mean the building and other existing improvements and personal property (if any) of the date hereof located on the Real Property, and which have previously been subject to ad valorem taxation and which are or will be owned by Project Form 2.

“Fee,” “Fee in Lieu of Taxes,” “FILOT,” or “Payments in Lieu of Taxes” shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes, as a result of this Agreement.

“Fee Agreement” shall mean this Fee Agreement.

“Fee Term” shall mean the period from the date of this Fee Agreement until the Termination Date.

“Improvements” shall mean all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor used or to be used in the County for the purposes described in Section 2.2(b) hereof; provided, however, that repairs, alterations, or modifications to real property which is not economic development property or property subject to a fee in lieu of taxes prior to this Fee Agreement, are not eligible to become Economic Development Property, except for modifications which constitute an expansion of existing real property improvements.

“Industrial Development Park” shall mean an industrial or business park created pursuant to the MCIP Act.

“Infrastructure” shall mean infrastructure serving the Project, including the Improvements and Equipment, provided that Infrastructure shall first be deemed to include real property and infrastructure improvements prior to including any personal property, notwithstanding any presumptions to the contrary in the Act or otherwise.

“Infrastructure Credit” shall mean the annual infrastructure credit provided to the Company and Project Form 2 pursuant to the MCIP Act and Section 4.1(c) hereof, with respect to the Infrastructure.

“Investment Period” shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, provided that the Company and the County may agree to a later date pursuant to Section 12-44-30(13) of the Act.

“MCIP Act” shall mean Article VIII, Section 13(D) of the Constitution of the State of South Carolina, Sections 4-1-170, 4-1-172, and 4-1-175 of the Code of Laws of South Carolina, 1976, as amended, and Section 4-29-68 of the Code of Laws of South Carolina, 1976, as amended.

“Project Form 2” shall mean Project Form 2 a Minnesota limited liability company which will own the Existing Improvements and the Real Property.

“Phase” or “Phases” in respect of the Project shall mean that the Equipment, Improvements, and/or Real Property of the Project are placed in service during more than one year in the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year in the Investment Period.

“Project” shall mean all the Equipment, Improvements, and/or Real Property in the County and that the Company determines to be necessary, suitable, or useful for the purposes that Section 2.2(b) describes, and first placed in service in calendar year 2013 or thereafter (provided that the Real Property, although previously subject to ad valorem taxation, may qualify as a part of the Project to the extent permitted by the Act).

“Real Property” shall mean real property that the Company uses or will use in the County for the purposes that Section 2.2(b) describes, and initially identified on Exhibit A hereto, together with all and singular the rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof which are subject to FILOT payments, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.6 hereof or otherwise; or (b) components or Phases of the Project or portions thereof which the Company in its sole discretion, elects to be treated as removed pursuant to Section 4.7(c) or Section 4.8(b)(iii) of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment, any Improvement, or any Real Property previously subject to this Fee Agreement regardless of whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, any Improvement, or any Real Property, to the fullest extent that the Act permits.

“Sponsor” shall mean an entity that joins with or is an affiliate of, the Company and that participates in the investment in, or financing of, the Project and which meets the requirements

under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project.

“Termination Date” shall mean in case the entire Project is placed in service in one year, the end of the last day of the property tax year which is the 29th year following the first property tax year in which the entire Project is placed in service, or in case there are Phases of the Project, the Termination Date shall mean with respect to each Phase of the Project the end of the last day of the property tax year which is the 29th year following the first property tax year in which such Phase of the Project is placed in service, provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date is the date of such termination.

Section 1.2 Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

Section 1.3 The term “investment” or “invest” as used herein shall include not only investments made by the Company, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company in connection with the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

ARTICLE II **REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

Section 2.1 Representations, Warranties, and Agreements of the County. The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the Act, and the County is a County that the Act authorizes to enter into fee in lieu of tax agreements with companies that satisfy the Act Minimum Investment Requirement within the County.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in South Carolina.

(d) The millage rate in Section 4.1 hereof is 493.1 mills, the millage rate in effect with respect to the location of the proposed Project on June 30, 2012, as provided under Section 12-44-50(A)(1)(d) of the Act.

(e) The County will not be in default in any of its obligations (contractual or otherwise), including any violation of its statutory debt limit, as a result of entering into and performing under this Fee Agreement or the creation of the Industrial Development Park.

(f) The County will take all reasonable action to include the Project in an Industrial Development Park.

Section 2.2 Representations, Warranties, and Agreements of the Company and Project Form 2. The Company, and Project Form 2 each hereby represents, warrants, and agrees as follows:

(a) The Company and Project Form 2 are in good standing under the laws of the State of Minnesota, are (or will be when required by law) duly authorized to transact business in the State of South Carolina, each has power to enter into this Fee Agreement, and each has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of manufacturing metal parts for the wholesale market, and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company and Project Form 2 will use commercially reasonable efforts to ensure that the investment in Economic Development Property of the Project will exceed the Act Minimum Investment Requirement.

ARTICLE III **COMMENCEMENT AND COMPLETION OF THE PROJECT**

Section 3.1 The Project. The Company intends to invest in Equipment and Improvements, which together comprise the Project and which are anticipated to create at least the Clawback Minimum Requirements in eligible Economic Development Property investment subject to Payments in Lieu of Taxes in the County.

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 FILOT Payments to be made under Article IV hereof, to be applicable to leased assets including, but not limited to a building and/or personal property to be installed in the buildings and leased to but not purchased by the Company from one or more Sponsors under any form of lease, then such property shall, at the election of the Company, be subject to FILOT Payments to the same extent as the Company’s assets covered by this Fee Agreement, subject, at all times, to the requirement of such applicable 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 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. Such leased property shall constitute a part of the Project for all purposes of this Fee Agreement, including the calculation of the Clawback Minimum Requirements, removal, replacement, and termination, and such Sponsor shall be deemed to be a party to this Fee Agreement provided, however, that no Sponsor shall be liable for any payments pursuant to Section 4.2(b) hereof, which shall remain the Company's liability.

Pursuant to the Act and subject to Section 4.2 hereof, the Company and the County hereby agree that the Company shall identify annually those assets which are eligible for FILOT payments under the Act and which the Company selects for such treatment by listing such assets in its annual PT-300S form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project. However, if the Company does not meet the Act Minimum Investment Requirement, this Fee Agreement shall be terminated as provided in Section 4.2 hereof.

The Company, Project Form 2 and the County agree that the Existing Improvements do not constitute Economic Development Property.

Section 3.2 Diligent Completion. The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

Section 3.3 Filings and Reports.

(a) Each year during the term of the Fee Agreement, the Company shall deliver to the County, the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the Department with respect to the Project, not later than 30 days following delivery thereof to the Department.

(b) The Company shall cause the filing of a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor of the County and the Department within 30 days after the date of execution and delivery hereof by all parties hereto.

(c) The Company shall provide annually the information required by the Resolution adopted by the County Council on December 14, 2010, a copy of which is attached hereto as Exhibit B.

ARTICLE IV
PAYMENTS IN LIEU OF TAXES

Section 4.1 **Negotiated Payments.**

(a) Pursuant to Section 12-44-50 of the Act, the Company is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company shall make FILOT Payments on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company shall make FILOT Payments during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures that the Act requires):

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation (provided, the fair market value of real property, as the Act defines such term, that the Company obtains by construction or purchase in an arms length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the Real Property for the first year of the Fee Term remains the fair market value of the Real Property for the life of the Fee Term. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the Act permits the Company to make annual fee payments.

Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2012, which is 493.1 mills, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company to make annual fee payments.

(b) The FILOT Payments shall be in lieu of all *ad valorem* tax payments and any other charges that would have appeared on the property tax bills otherwise generated by the County in the absence of this Fee Agreement.

In the event that a final order of a court of competent jurisdiction or an agreement of the parties determines that the calculation of the minimum FILOT Payment applicable to this transaction is to be other than by the procedure herein, the payment shall be reset at the minimum permitted level so determined.

In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the Act and/or the herein-described Payments in Lieu of Taxes invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent hereof and so as to afford the Company with the benefits to be derived herefrom, the intention of the County being to offer the Company a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company. Any amount determined to be due and owing to the County from the Company, with respect to a year or years for which the Company previously remitted Payments in Lieu of Taxes to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of Payments in Lieu of Taxes the Company had made with respect to the Project pursuant to the terms hereof. Notwithstanding anything contained herein to the contrary, neither the Company nor any successor in title or interest shall be required to pay FILOT payments and *ad valorem* taxes for the same property over the same period in question.

(c) The County agrees that all qualifying capital expenses in connection with the [portion of] the Project [constituting machinery and equipment] of the Company during the Investment Period shall qualify for a 5 year, 25% Infrastructure Credit. The Company shall receive an annual credit in an amount equal to 25% of the FILOT revenues generated by the Project to partially offset the aggregate Infrastructure costs incurred. The Infrastructure Credit shall be applied as a setoff against the FILOT [generated by the Project, pursuant to the MCIP Act and] owed for the then current year by the Company [but shall only apply to the portion of the FILOT received and retained by the County pursuant to Section 12-44-70 of the Act.]

Section 4.2 Failure to Achieve Act Minimum Investment Requirement.

(a) In the event that the cost of the Economic Development Property and the Existing Improvements (without regard to depreciation) does not reach the Act Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate as to such entity failing to meet the minimum investment level. In such event, the Company shall pay the County an amount (the “Additional Payment”) pursuant to the Act which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company has made with respect to the Economic Development Property through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be subject to the minimum amount of interest that the Act may require.

(b) In the event that the Company (together with the investments by Project Form 2) fails to reach a minimum investment level of \$11,100,000 and reach a full time employment level of 132 jobs, all as measured on December 31, 2018, the Company shall repay the savings realized by the Infrastructure Credit provided in Section 4.1(c) hereof to the County within 60 days of such determination (the “Additional Payment”). The investment level shall be measured by the total investment listed on the Company and Project Form 2’s annual property tax or FILOT return. The job level shall be measured by the Company providing the County a copy of its payroll as of December 31, 2018 (with any confidential information redacted) no later than the date the annual property tax return or FILOT returns are due. The FILOT shall continue for as long as the capital investment in the Project is at least \$5,000,000 and the Company has created at least 50 new, full time jobs.

(c) The remedies stated herein shall be the County’s sole remedies for the Company’s and Project Form 2’s failure to meet any required investment or job creation level.

Section 4.3 Payments in Lieu of Taxes on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic Development Property, or the Company otherwise utilizes Replacement Property, then, pursuant and subject to Section 12-44-60 of the Act, the Company shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic

Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the Fee shall be recorded using its income tax basis, and the calculation of the Fee shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the Fee.

Section 4.4 Reductions in Payments of Taxes Upon Removal, Condemnation, or Casualty. In the event of a Diminution in Value of the Economic Development Property or any Phase of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property or that Phase of the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property or that Phase of the Economic Development Property as determined pursuant to Step 1 of Section 4.1(a) hereof; *provided, however,* that if at any time subsequent to the end of the Investment Period, the total value of the Project based on the original income tax basis of the Equipment, Real Property, and Improvements contained therein, without deduction for depreciation, is less than the Act Minimum Investment Requirement, beginning with the first payment thereafter due hereunder and continuing until the end of the Fee Term, the Company shall no longer be entitled to the incentive provided in Section 4.1, and the Company shall therefore commence to pay regular *ad valorem* taxes on the Economic Development Property part of the Project. However, the Company will not be required to make any retroactive payment such as the Additional Payment under Section 4.2.

Section 4.5 Place of Payments in Lieu of Taxes. The Company shall make the above-described Payments in Lieu of Taxes directly to the County in accordance with applicable law.

Section 4.6 Removal of Economic Development Property. Subject, always, to the other terms and provisions hereof, the Company shall be entitled to remove and dispose of components or Phases of the Project from the Project in its sole discretion with the result that said components or Phases shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement to the fullest extent allowed by the Act, as amended. Economic Development Property is disposed of only when it is scrapped or sold or it is removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.7 Damage or Destruction of Economic Development Property.

(a) Election to Terminate. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, the Company shall be entitled to terminate this Fee Agreement. The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the damage or casualty occurs to the extent property subject to *ad valorem* taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

(b) Election to Rebuild. In the event the Economic Development Property is damaged by fire, explosion, or any other casualty, and if the Company does not elect to terminate this Fee Agreement, the Company may commence to restore the Economic Development Property with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered, to the fullest extent permitted by law and this Fee Agreement, substitutions of the destroyed portions of the Economic Development Property and shall be considered part of the Economic Development Property for all purposes hereof, including, but not limited to, any amounts due by the Company to the County under Section 4.1 hereof.

(c) Election to Remove. In the event the Company elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Economic Development Property shall be treated as Removed Components.

Section 4.8 Condemnation.

(a) Complete Taking. If at any time during the Fee Term title to or temporary use of the Economic Development Property should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Company, the Company shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) Partial Taking. In the event of a partial taking of the Economic Development Property or a transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) subject to the Act and the terms and provisions of this Fee Agreement, to repair and restore the Economic Development Property, with such reductions or enlargements in the scope of the Economic Development Property, changes, alterations, and modifications (including the substitution and addition of other property) as the Company may desire, and all such changes, alterations, and modifications shall be considered as substitutions of the taken parts of the Economic Development Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) The Company shall only be required to make FILOT payments as to all or any part of the tax year in which the taking occurs to the extent property subject to *ad valorem*

taxes would otherwise have been subject to such taxes under the same circumstances for the period in question.

Section 4.9 Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein “Confidential Information”) and that any disclosure of Confidential Information concerning the Company’s operations may result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also upon the County. The Company acknowledges that the County is subject to the Freedom of Information Act, and, as a result, must disclose certain documents and information on request absent an exemption. For these reasons, the Company shall clearly label all Confidential Information it delivers to the County “Confidential Information.” Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall (i) request or be entitled to receive any such Confidential Information, or (ii) disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County, and, provided further, that the confidentiality of such confidential or proprietary information is clearly disclosed to the County in writing as previously described. Prior to disclosing any Confidential Information, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information. In the event that the County is required to disclose any Confidential Information obtained from the Company to any third party, the County agrees to provide the Company with as much advance notice as possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.10 Assignment. If Section 12-44-120 of the Act or any successor provision requires consent to an assignment, the Company and Project Form 2 may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which consent or ratification the County will not unreasonably withhold. The Company agrees to notify the County and the Department of the identity of such transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Project for purposes of calculating the Fee. No approval is required for transfers to sponsor affiliates or other financing related transfers, as defined in the Act.

Section 4.11 No Double Payment; Future Changes in Legislation.

(a) Notwithstanding anything contained herein to the contrary, and except as expressly required by law, neither the Company nor Project Form 2, nor any Sponsor shall ever be required to make a Payment in Lieu of Taxes in addition to a regular property tax payment in the same year over the same piece of property, nor shall the Company, Project Form 2, or any Sponsor be required to make a Payment in Lieu of Taxes on property in cases where, absent this Fee Agreement, property taxes would otherwise not be due on such property.

In case there is any legislation enacted which provides for more favorable treatment for property to qualify as, or for the calculation of the fee related to, Economic Development Property under Sections 4.4, 4.6, 4.7, 4.8, or the calculation of the Investment Period, the County agrees to give expedient and full consideration to such legislation.

ARTICLE V DEFAULT

Section 5.1 Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company to make the Payments in Lieu of Taxes described in Section 4.1 hereof, which failure shall not have been cured within 30 days following receipt of written notice thereof from the County; *provided, however*, that the Company shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or Project Form 2 which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or Project Form 2 to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of 30 days after written notice from the County to the Company and Project Form 2 specifying such failure and requesting that it be remedied, unless the Company or Project Form 2 shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or Project Form 2 is diligently pursuing corrective action; or

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

(f) A closure of the Company’s operations in the County, to include a layoff of all of the Company’s employees at its facility located within the County, as well as a ceasing of operations at the facility, for 120 continuous business days.

Section 5.2 Remedies on Default.

(a) Whenever any Event of Default by the Company or Project Form 2 shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions:

- (i) terminate the Fee Agreement; or
- (ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder. In no event shall the Company or Project Form 2 be liable to the County or otherwise for monetary damages resulting from the Company's or Project Form 2's failure to meet the Act Minimum Investment Requirement, other than as expressly set forth herein.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and/or Project Form 2 may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate the Fee Agreement;
- (iii) withhold so much of the payment as is in dispute with the County until such dispute is fully and finally resolved; or
- (iv) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 5.3 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder, should a party be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the successful party shall be entitled, within 30 days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

ARTICLE VI **MISCELLANEOUS**

Section 6.1 Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE COMPANY OR PROJECT FORM 2:

Project Form 1
Attn: _____

Project Form 2
Attn: _____

WITH A COPY TO:

Haynsworth Sinkler Boyd, P.A.
Attn: Edward G. Kluiters
P.O. Box 11889
Columbia, SC 29211

IF TO THE COUNTY:

Richland County Economic Development Office
Attn: Nelson Lindsay, Director
1201 Main Street, Suite 1400
Columbia, SC 29201

WITH A COPY TO:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
PO Box 1509
Columbia, SC 29202-1509

Section 6.2 Binding Effect. This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.3 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

Section 6.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.6 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 6.7 Further Assurance. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 6.8 Invalidity; Change in Laws. In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and Project Form 2 with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and Project Form 2 the strongest inducement possible, within the provisions of the Act, to locate the Project in the County. In case a change in the Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company, Project Form 2, and the Fee incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement.

The County agrees that in case the FILOT incentive described herein is found to be invalid or otherwise does not provide the Company or Project Form 2 with the economic benefit it is intended to receive from the County as an inducement to locate in the County, the savings lost as a result of such invalidity will be considered a special source revenue credit or infrastructure improvement credit to the Company (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, and the County will provide a special source revenue credit or infrastructure improvement credit against all FILOT payments or fee payments made or to be made by the Company or Project Form 2 equal to the amount that the Company would have saved if the FILOT had been valid, to the maximum extent permitted by law.

Section 6.9 Force Majeure. The Company and Project Form 2 shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from

governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's and Project Form 2's reasonable control.

Section 6.10 Termination by Company. The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County and Project Form 2 with 30 days' notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party hereto; and (ii) any provisions which are intended to survive termination, shall survive such termination. Following such termination, all property shall be subject to ad valorem taxation or such other taxation or fee in lieu of taxation that would apply absent this Fee Agreement, and the Company's obligation to make negotiated fee in lieu of tax payments under this Fee Agreement shall terminate.

Section 6.11 Entire Understanding. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 6.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 6.13 Business Day. In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

Section 6.14 Limitation of Liability. Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County; provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

Section 6.15 Indemnification.

(a) Except as provided in Section 6.15(b) hereof, the Company shall indemnify and save the County, its past, present and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising or relating to the County's execution or delivery of this Fee Agreement and any other documents reasonably necessary to effect the intent of this Fee Agreement, the transactions contemplated by this Fee Agreement, and any related procedural documents and amendments entered into with respect to the Project (collectively, "Transaction Documents") or performance of the County's obligations under the Transaction Documents, or the administration of its duties pursuant to the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents, but only to the extent that the County has relied upon or based its actions on erroneous information provided or represented by the Company. If such a

claim is made against any Indemnified Party, then subject to the provisions of Section 6.15(b) through Section 6.15(e) hereof, the Company shall defend the Indemnified Party in any action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the County's execution of the Transaction Documents, the performance of the County's obligations under the Transaction Documents, or the administration of the County's duties under the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents; (2) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct; or (3) arising from (i) the County's customary performance and administration of its obligations and duties in connection with its operation of the County's governmental functions outside of the County's execution of the Transaction Documents, (ii) the County's performance of its obligations under the Transaction Documents, or (iii) the County's administration of its duties under the Transaction Documents.

(c) An Indemnified Party may not avail itself of the indemnification provided in Section 6.15 hereof unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

(d) Following the notice required by Section 6.15 hereof, the Company shall resist or defend against any such claim or demand, action or proceeding, at its expense, using counsel of its choice. To the extent permitted by law, the Indemnified Party shall, in such an action or proceeding, assist the Company in asserting all lawful defenses, including, without limitation, sovereign immunity. Nothing herein shall be construed as a waiver or diminishment of any sovereign immunity available to any Indemnified Party under the laws of the State. The Company is entitled to manage and control the defense of or respond to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party, which consent shall not be unreasonably withheld. In the event that such consent is unreasonably withheld and such action results in additional expense or cost to the Company, that Indemnified Party shall be liable for such additional expense or cost. To the extent any Indemnified Party desires to use separate counsel for any reason, other than an unwaivable conflict of interest, as determined under the South Carolina Rules of Professional Conduct, that Indemnified Party is responsible for its independent legal fees.

Section 6.16 The indemnity covenants specified in Section 6.15(a) hereof will remain in effect only until the completion or termination of the incentives as contemplated by the Transaction Documents, including any extensions thereto, plus a period equal to the statute of limitations applicable to any such claims. The indemnity covenants specified in this Section 6.15 shall survive the completion or termination of the incentives as contemplated by the Transaction Documents, including any extensions thereto.

Section 6.17 Administrative Fees. The Company agrees to pay the reasonable and necessary expenses that the County incurs with respect to the execution and administration of this Fee Agreement, including, without limitation, reasonable and actual attorneys' fees (the "Administration Expenses"); provided, however, that no such expense shall be an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason for its incurrence. As used in this section, "Administration Expenses" shall include the reasonable and necessary out-of-pocket expenses, including attorneys' fees billed at the hourly rate customarily charged to the County, incurred by the County with respect to: (i) the negotiation and execution of this Fee Agreement; (ii) the negotiation and execution of all other documents related to this Fee Agreement and any other related documents; and (iii) the fulfillment of its obligations under this Fee Agreement and any related documents and the implementation and administration of the terms and provisions of the documents after the date of execution thereof, but only as a result of a request by the Company for a modification, assignment, or a termination of such documents by the Company, or as a result of a bankruptcy of the Company or a default by the Company under the terms of such documents. The Company shall not be required to pay Administrative Expenses in excess of \$5,000.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Council Chairman and to be attested by the Interim Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**RICHLAND COUNTY,
SOUTH CAROLINA**

By: _____
Kelvin E. Washington, Chair of
County Council
Richland County, South Carolina

ATTEST:

Michelle Onley, Interim Clerk to County Council
Richland County, South Carolina

PROJECT FORM 1

Signature: _____
Name: _____
Title: _____

PROJECT FORM 2

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

1020 2nd Avenue, Columbia, Richland County, South Carolina.

TMS # 13512-03-01 And -04

**EXHIBIT B
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:

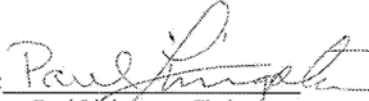
1. Every company awarded an incentive by Richland County in exchange for the location or expansion of a facility or facilities within Richland County shall submit the following information annually, said information being due on or before January 31 of each year, throughout the length of the incentives.
 - 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

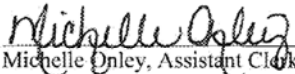
3. The Richland County Administrator, or his / her designee, is hereby authorized to require the submission of the above information. In the event that additional information is reasonably requested by the County regarding the project or any of the items listed in section 1 above, the company shall have 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 Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$63,801 of General Fund Unassigned Balance for purchase of equipment for the Richland County Treasurer's Office [**SECOND READING**] [**PAGES 61-71**]

Notes

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

Richland County Council Request of Action

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

A. Purpose

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

B. Background / Discussion

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

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

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

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

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

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

C. Legislative / Chronological History

There is no legislative history.

D. Financial Impact

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

RT Lawrence Corp.

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

E. Alternatives

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

F. Recommendation

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

Recommended by:
David A. Adams

Department:
Richland County Treasurer

Date:
3-15-13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/4/13

Recommend Council approval Recommend Council denial
Comments regarding recommendation:

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

Procurement

Reviewed by: Rodolfo Callwood Date: 4/5/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 4/5/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald Date: 4/5/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Although a budget amendment will be required to fund the request, the cost will be recovered within two to three years due to savings in lockbox fees currently paid to the bank.



JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

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

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

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

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

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

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

NAME OF REQUESTOR: David Adams

TELEPHONE: 803-576-2275

2. **DESCRIPTION OF ACTION.**

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

Company: RT Lawrence Corporation

Point of Contact: John Phillips

Telephone #: 312-296-2796

Fax #:

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

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

Item:

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

For Sole Source Requirements:

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

5. **PROPRIETARY INFORMATION:**

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

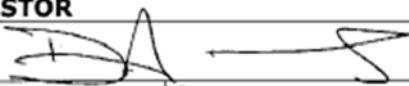
The equipment and software are proprietary to:

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

CERTIFICATIONS

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

REQUESTOR

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

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

PROCUREMENT DIRECTOR

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

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

ADMINISTRATOR

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

Attachment for Sole Source Form¶

¶

3. Description¶

¶

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

¶

4. Explanation¶

¶

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

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

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

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

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

¶

Pricing

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

Plus applicable taxes.

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

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

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

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

REVENUE

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

EXPENDITURES

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of General Obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon **[SECOND READING] [PAGES 72-79]**

Notes

First Reading: May 7, 2013

Second Reading:

Third Reading:

Public Hearing:

ORDINANCE

AUTHORIZING THE EAST RICHLAND COUNTY PUBLIC SERVICE COMMISSION TO INCUR NOT EXCEEDING \$10,000,000 OF GENERAL OBLIGATION INDEBTEDNESS AND THE LEVY OF AD VALOREM PROPERTY TAXES IN THE EAST RICHLAND COUNTY PUBLIC SERVICE DISTRICT TO PAY DEBT SERVICE THEREON.

As an incident to the enactment of this Ordinance and the issuance of the bonds provided for herein, the County Council of Richland County, South Carolina (hereinafter call the “County Council”), the governing body of Richland County, South Carolina (hereinafter called the “County”), find that the facts set forth herein exist and the statements made with respect thereto are true and correct.

WHEREAS, the East Richland County Public Service Commission (the “Commission”), the governing body of the East Richland County Public Service District (the “District”), is empowered to provide wastewater collection and treatment services in that portion of the Richland County located in the District’s service area; and

WHEREAS, the Commission have determined it is necessary to replace approximately 5.5 miles of 24-inch force main which has been in service for approximately 50 years; the Commission propose to replace it with approximately 5.5 miles of 42-inch force main which will be adequate to service the District for its anticipated life of 30 years; replacing the 24-inch force main would serve to protect the environment while serving the District’s rate payers; the Commission also plan to install an additional 2.5 miles of effluent force main (collectively referred to herein as the “Project”); the Project will be a part of the District’s wastewater collection and treatment system (the “System”); and

WHEREAS, the District’s engineers estimate the cost of the Project to be \$24,500,000; and

WHEREAS, the Commission petitioned the County Council, pursuant to S.C. Code Section 6-11-830, to determine that it would be in the interest of the District to raise not exceeding \$10,000,000 to finance a portion of the costs of the Project from general obligation indebtedness to be incurred by the Commission on behalf of the District; and

WHEREAS, pursuant to S.C. Code Section 6-11-850, the County Council conducted a public hearing on May 7, 2013, on the question of the incurring of general obligation indebtedness by the Commission for the purpose of financing a portion of the costs of the acquisition and installation of the Project from general obligation indebtedness to be incurred by the Commission; and

WHEREAS, pursuant to S.C. Code Section 6-11-860, the County Council found that general obligation indebtedness in the amount of not exceeding \$10,000,000 may be issued by the Commission to finance a portion of the costs of the Project from general obligation indebtedness to

be incurred by the District and gave published notice of that action in accordance with S.C. Code Section 6-11-870; and

WHEREAS, the said general obligation indebtedness of the District is to be repaid from ad valorem property taxes to be levied and collected on all taxable property located in the District in accordance with S.C. Code Section 6-11-990: and

WHEREAS, in accordance with S.C. Code Sections 4-9-120 and 4-9-130, County Council must take legislative action authorising a tax levy by ordinance duly enacted following the conduct of a public hearing;

NOW, THEREFORE, BE IT ORDAINED by the County Council of Richland County, as follows:

Section 1. Authorization. The County Council authorise the Commission to incur general obligation indebtedness of the District up to the principal amount of \$10,000,000 for the purpose of financing a portion of the costs of the Project from general obligation indebtedness to be incurred by the District. For the payment of the principal and interest of such indebtedness, the full faith, credit, and taxing power of the District shall be pledged, and in accordance with S.C. Code Section 6-11-990, there shall be levied annually by the Richland County Auditor and collected by the Richland County Treasurer a tax without limit on all taxable property in the District sufficient to pay the principal and interest of such indebtedness. The Chairman of the Commission shall notify the Richland County Auditor and the Richland County Treasurer of the issuance of such indebtedness by the Commission.

Section 2. Notice of Enactment of Ordinance. Upon enactment of this Ordinance, notice, substantially in the form attached hereto as Exhibit A, shall be published in The State, a newspaper of general circulation in Richland County.

Section 3. Effective Date of Ordinance. This Ordinance shall take effect and be in full force immediately upon approval following third reading by the County Council.

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council

Attest:

Clerk, County Council

First Reading: May 7, 2013
Second Reading: May 21, 2013
Public Hearing: June 4, 2013
Third Reading: June 4, 2013

NOTICE OF ENACTMENT OF ORDINANCE BY RICHLAND COUNTY COUNCIL
AUTHORISING THE EAST RICHLAND COUNTY PUBLIC SERVICE
COMMISSION TO INCUR NOT EXCEEDING \$10,000,000 GENERAL
OBLIGATION INDEBTEDNESS AND OTHER RELATED MATTERS

Notice is hereby given that the County Council of Richland County, South Carolina has enacted an Ordinance authorising the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of general obligation indebtedness of the East Richland County Public Service District (the "District") secured by a pledge of the full faith, credit, and taxing power of the District for the purpose of financing a portion of the costs of the acquisition and installation of a new force main and an effluent force main as part of its wastewater treatment system from general obligation indebtedness to be incurred by the District.

This notice is being given pursuant to Section 11-27-40 of the Code of Laws of South Carolina 1976, as amended, which provides that the initiative and referendum provisions contained in Chapter 9, Title 4 of the Code of Laws of South Carolina 1976, as amended, should not be applicable to the aforesaid Ordinance unless a notice, signed by not less than five (5) qualified electors of the District, of the intention to seek a referendum, be filed within twenty (20) days following the publication of this notice with the Office of the Clerk of Court for Richland County, South Carolina and the Office of the Clerk of County Council of Richland County, South Carolina.

BY ORDER of the County Council of Richland County, South Carolina.

NOTICE OF PUBLIC HEARING

A public hearing shall be held by the County Council of Richland County, South Carolina (the "Council") beginning at _____ p.m. on Tuesday, June 4, 2013, at the County Council Chambers, County Administration Building, 2020 Hampton Street, Columbia, South Carolina, before final action by the Council to approve an Ordinance authorizing the East Richland County Public Service Commission to incur not exceeding \$10,000,000 of general obligation indebtedness and the levy of ad valorem property taxes in the East Richland County Public Service District to pay debt service thereon.

At the public hearing all taxpayers and residents of Richland County and other interested persons who appear will be given an opportunity to express their views for or against the ordinance.

BY ORDER of the County Council of Richland County, South Carolina.

TO RICHLAND COUNTY COUNCIL)
)
) **PETITION**
) **OF THE EAST RICHLAND COUNTY**
) **PUBLIC SERVICE COMMISSION**

This Petition of the East Richland County Public Service Commission (the "Commission"), the governing body of the East Richland County Public Service District (the "District"), pursuant to S.C. Code Section 6-11-830 respectively shows:

1. The Commission has determined that it was necessary to replace approximately 5.5 miles of 24-inch force main which has been in service for approximately 50 years. The Commission proposes to replace it with approximately 5.5 miles of 42-inch force main which will be adequate to service the District for its anticipated life of 30 years. Replacing the 24-inch force main would serve to protect the environment while serving the District's rate payers. The District is also planning to install an additional 2.5 miles of effluent force main (collectively referred to herein as the "Project"). The Project will be a part of the District's wastewater collection and treatment system (the "System").

2. The District's engineers estimate the cost of the Project to be \$24,500,000.

3. The Commission have typically financed major construction projects with State Revolving Fund loans from the State Budget and Control Board (the "SRF") or with tax exempt bond issues. These forms of financing provide the lowest interest rates that are available to the Commission.

4. The Commission expect to enter into another SRF loan or to issue tax exempt bonds to fund the costs of the Project.

5. SRF has advised the District that it would commit to a loan of \$24,500,000 of which \$10,000,000 of the loan would be repayable from property taxes and secured by the general obligation pledge of the District. The balance of the loan, in the amount of \$14,500,000, would be secured by and be payable solely from the District's net revenues derived from the operation of the System.

6. Pursuant to the State Constitution and statutes, the District can incur general obligation indebtedness in an amount not to exceed its 8% constitutional debt limit without conducting a referendum. The assessed value of all taxable property located in the District is \$244,028,950. Accordingly, the District's current debt limit is \$19,522,316. The District currently has outstanding \$9,155,650 of general obligation indebtedness which count against its debt limit. Consequently, the District can currently incur \$10,366,666 of additional general obligation indebtedness without a referendum.

7. S.C. Code Section 6-11-820 requires that before the District may incur general obligation indebtedness, it must receive the approval of Richland County Council. Before it may give its approval, County Council must conduct a public hearing following publishing notice of

the public hearing once a week for three successive weeks, with the first publication to occur at least 16 days prior to the public hearing.


8. The Commission have determined that it is in the best interest of the citizens of Richland County who work or live within the District that the costs of the Project be financed with an SRF loan or tax exempt bonds in the amount of not exceeding \$24,500,000, of which \$14,500,000 will be a revenue obligation of the District and not exceeding \$10,000,000 will be a general obligation of the District.

9. In order to be in the position to award the construction contract for the Project, the Commission desire to petition County Council to approve the general obligation portion of the financing needed to fund the costs of the Project.

Upon the basis of the foregoing, the Commission respectfully request that Richland County Council (i) accept the filing of this Petition, (ii) schedule the public hearing required by S.C. Code Section 6-11-830, (iii) determine that it is in the interest of the District to finance a portion of the cost of the Project by the District's incurring not exceeding \$10,000,000 of general obligation indebtedness, and (iv) approving the District's incurring not exceeding \$10,000,000 of general obligation indebtedness to finance a portion of the costs of the Project.

Made this 8 day of March, 2013.

**EAST RICHLAND COUNTY PUBLIC
SERVICE COMMISSION**

By: 
Its: Chairman

Richland County Council Request of Action

Subject

Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction [**PAGES 80-90**]

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the request to proceed with negotiations for the purchase of the property based on the upcoming appraisal. If the negotiated purchase is not achieved, Council may then consider alternative acquisition options.

Richland County Council Request of Action

Subject: Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction

A. Purpose

County Council is requested to approve the use of eminent domain, if needed, to acquire a stairwell and a commercial accessory building for the construction completion of Phase I of the Monticello Road Streetscape Project. We are seeking this step *if* the appraised fair market value negotiations are not accepted by the property owner. Communications have taken place with Councilmen Livingston and Rush on this matter.

The property is located at 5229 Ridgeway Street, Tax Map # RO9309-03-09, which is zoned General Commercial as per the Assessor's Data View (see Appendix I). However there is a 1,582 square foot vacant single family home on the property as well. The residential unit faces Ridgeway Street which is zoned Medium Density Residential. Zoning Administrator, Geo Price, refers to this property as split-zone.

A set of stairs exists between Monticello Road and the commercial accessory building. The stairs occupy 5 feet of SC Department of Transportation right of way leaving 18 inches between the bottom of the stairs and the roadway's curb. The streetscape plans include construction of a 6-foot high modular block retaining wall at the property line to create a permanent easement that will allow public access along Monticello Road.

The permitted plans also include a provision to reconstruct the concrete steps during the installation of the proposed retainer wall. Reconstruction will require that the stairs extend back into the private property. Only the stairwell and the commercial accessory building are required to complete this project. Please note that even if eminent domain is exercised, the current fair market value (FMV) still will be provided to the owner.

B. Background / Discussion

- In 2013, Cherokee Construction was approved to construct the Monticello Road Streetscape project. Phase I of the project is estimated to cost \$315,815.20 (Appendix II). The project began February 15, 2013 and was scheduled to be completed in 120 days. A contract extension will be required as a result of the delay in the construction of the retainer wall. At this time, the delay is not expected to increase the costs of the project.

- On March 14, 2013 Community Development staff spoke with the owner and explained that a meeting would be scheduled where an official offer will be made. Community Development must first procure the services of an appraiser to assess the total property listing the itemization of the commercial accessory building and the stairs separately before an offer is made. Community Development is prepared to acquire the commercial accessory building and the stairwell using Community Development Block Grant (CDBG) funds. Once acquired, the stairwell will be removed and the building will be demolished. The owner will be left with the property and the single family house.

- A letter dated March 11, 2013, was sent from County Administration notifying the owner that the County would like to purchase the property and if the property is selected for acquisition under the Uniform Relocation Act, that the owner will receive fair market value.
- Phase I of the Monticello Road Streetscape project includes the installation of the 1,818 square foot modular block retainer wall; 29 decorative street lights; construction of a pocket park; construction of a bus stop shelter; ADA improvements and decorative concrete stamping on the sidewalks and cross walks.
- During initial construction, Cherokee became concerned about the stability and structural soundness of the commercial accessory building located near the mid-point of the proposed 6-foot retaining wall located on the east side of Monticello Road. The structure is within approximately 3 feet of the right-of-way boundary where excavation is required to install the new retaining wall. Cherokee is concerned that excavation and vibratory compaction needed to install the new retaining wall will undermine the soils beneath the building, resulting in failure of the western wall.
- Commercial accessory building wall is 6-8 feet above the construction area of the proposed 6-foot retaining wall. Cherokee received service quotes from several foundation repair specialists and they range from \$20,000 to \$35,000.
- The owner of the property has not agreed to a construction easement for any foundation improvements despite efforts made by the Project Manager to explain the concerns. A request was made to the owner to allow a temporary easement by March 10, 2013. The owner filed a formal complaint on February 26, 2013 with the County Ombudsman and the Sheriff's Department against Community Development and Cherokee for trespassing.

Note: Appendix III for additional information.

C. Legislative / Chronological History

- November 13, 2012 County Council approved a Cherokee Contract for \$315,815.20 and lighting rate increase (See Appendix II).
- On March 6, 2012 County Council approved the acquisition of another property with a house located at 5212 Ridgeway Street that will be used for the construction of a pocket park. The County paid \$20,860 including the single family home.
- On March 2, 2010 County Council approved the Ridgewood streetscape design to include the commercial corridor lighting.

D. Financial Impact

A subsequent appraisal by a 3rd party vendor (to be selected) will provide a basis for the fair market value. Community Development can offer and pay for the appraised value only with CDBG funding. The financial impact to the County to purchase the commercial/accessory building and the stairwell located at 5229 Ridgeway Street has not been determined at this time. An appraisal is needed to determine the cost of portions of the property. The estimated value of the total property is approximately \$51,500 and the value of the accessory building is estimated at \$2,500. A third-party appraisal is needed to determine costs.

The acquisition is not included in the existing project budget and a contract change order will be required. Once acquired, the accessory building and the stairwell will be owned by Richland County Government and the accessory building will be demolished and the stairwell removed.

Community Development will negotiate and make an offer to the owner for the commercial accessory building and stairs. If the owner accepts the offer, condemnation will not be needed.

E. Alternatives

1. Approve the request to use of the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The owner still will be financially compensated for the property based upon the appraised value.
2. Do not approve the request to use eminent domain to acquire the property through an involuntary sale of this property. Community Development will negotiate the acquisition of the property and offer fair market value. If the owner refuses, the construction of the retainer wall may be omitted from the Monticello Road Streetscape project.
3. Alternatively, give Community Development permission to offer to purchase the entire property including the single family home at the appraised value if the owner accepts the offer.

F. Recommendation

It is recommended that Council approve the acquisition of the accessory/commercial building and stairs located at 5229 Ridgeway Street, and proceed with condemnation in the event the owner refuses the offer of being paid the fair market value for the property.

Recommended by: Valeria Jackson Department: Community Development Date: 4/5/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/10/13

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

No recommendation on request

Legal

Reviewed by: Elizabeth McLean

Date: 4/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Council discretion. The main criteria for eminent domain is that the property is being acquired for a public purpose. The law can be found in Chapter 28 of the SC Code. This community improvement project appears, on its face, to be a proper use of the County's eminent domain powers. The County has often used eminent domain procedures for road widening and paving projects and other similar projects. State law states that the County must have the property appraised and offer that value to the landowner. As such, before a condemnation action is filed, we need a title search and an appraised value for the total acquisition area (the value of the whole area of land to be acquired, not just the stairs and accessory building).

Administration

Reviewed by: Sparty Hammett

Date: 4/12/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the request to use the power of eminent domain and condemn the commercial building and the stairwell located at 5229 Ridgeway Street *if* owner refuses to accept fair market value for the property during negotiations. The property is currently being appraised and all necessary legal steps will be followed if condemnation is required.

APPENDIX I

5229 Ridgeway Street

1. House
2. Accessory Building
3. Gate Leading to Monticello Road
4. Staircase from Yard
5. Staircase from Monticello Road
6. Foot of Staircase at Curb on Monticello Road



1.



2.



3.

Appendix I Continued



4.



5.



APPENDIX I CONTINUED

5229 Ridgeway Street Aerial View



**APPENDIX II
CONSTRUCTION CONTRACT**

SECTION 00500

CONTRACT

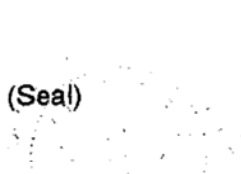
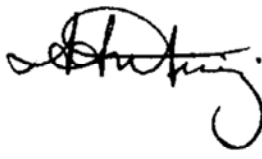
THIS AGREEMENT made this 17th day of December, 2010 by and between Richland County, hereinafter called "Owner," and Cherokee, Inc. doing business as a corporation, with its principal office in the City of Columbia, County of Richland, State of South Carolina, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Monticello Road Improvements, Phase 1 hereinafter called the "Project," for the sum of Three Hundred Fifteen Thousand Eight Hundred Fifteen Dollars Twenty Cents (\$315,815.20). Contractor further agrees to commence and complete any and all extra work in connection therewith, under the terms as stated in the General Conditions and Supplemental General Conditions of the Contract, and the Contract Special Provisions; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, General Conditions and Supplemental General Conditions of the Contract, CDBG Contract Special Provisions - CSP-1 through CSP-16, the plans, including all maps, plats, blueprints, and other drawings and printed or written explanatory matters thereof, the specifications and contract documents therefore as prepared by URS|BP Barber, herein entitled the "Engineer," and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the Contract.

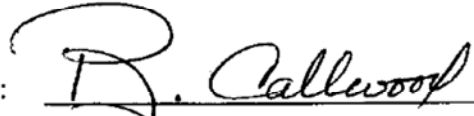
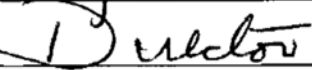
The Contractor hereby agrees to commence work under the Contract on or before a date to be specified in written Notice to Proceed from the Owner and to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay as liquidated damages the amount of \$200.00 for each consecutive calendar day thereafter that the Contractor fails to complete the project, as hereinafter provided in Paragraph 19 of the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

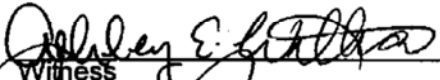

IN WITNESS WHEREOF, the parties hereto have executed this contract in six counterparts, each copy of which shall be deemed an original, in the year and day first above mentioned.

(Seal)  

Richland County
OWNER

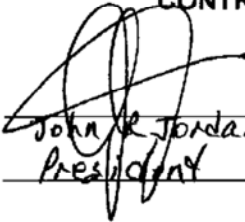

By: 
Title: 

ATTEST:

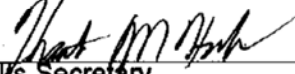
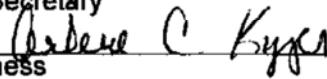

Witness

Witness

(Corporate Seal)

Cherokee, Inc.
CONTRACTOR

By: 
Title: 

ATTEST:


Its Secretary

Witness

CONTRACTOR'S ADDRESS:

P.O. Box 90448
Columbia, SC 29290

APPENDIX III

ADDITIONAL INFORMATION

- Cherokee noted SCDOT widened the road in the past and at that time the right of way acquisition took a portion of the commercial structure in which an exterior wall was removed along with its foundation footing. A replacement wall was erected farther east on the concrete floor, but it wasn't tied into the exterior side wall. There appears to be no structural connection between the structures western exterior wall and its northern and southern exterior walls.
- During talks with the project manager the owner had specific ideas about upgrades to the property to include a redesign of the stairs and the installation of a privacy fence. His upgrades were viewed by CD as not acceptable because federal funds could not be used to make improvements to private property. Reconstruction of the stairs is in the contract but the stairs would have to remain public and the owner would be liable. The owner stated that he then would plan to have a locked gate to prohibit public access to the property.
- The property has been cited for code violations under Unsafe Housing and Code Enforcement. In September 2008, a case was opened with Unsafe Housing for this property; the owner was to repair the fascia board and roof of the primary structure. To date a final inspection has not been performed. Also February 22, 2013 a citizen reported to the Ombudsman a code violation for trash and litter and action was taken by Code Enforcement. As of March 11, 2013 the concern has been satisfactorily resolved.
- Several Permits have been issued for improvements. In September 2012 a permit was issued for repair to drain and vent. The permit expired and no final inspection was called for. Also in 2012 a permit was issued for electrical upgrades to the primary structure. The rough-in passed inspection, but there was no final inspection called for. In 2009 a mechanical permit was pulled to install gas to the accessory building. The conditions for issuing the permit was the building would be used for storage and as a workshop. At that time it was uninhabitable because it didn't meet County codes for public use.

Richland County Council Request of Action

Subject

New Road for the Brookfield Subdivision [**PAGES 91-102**]

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council approve the Intergovernmental Agreement between the SCDOT and Richland County for a new road for the Brookfield Subdivision, which is to include a sidewalk.

Richland County Council Request of Action

Subject: New Road for the Brookfield Subdivision

A. Purpose

County Council is requested to approve the Intergovernmental Agreement (IGA, Appendix A) between the SCDOT and Richland County for a new road for the Brookfield Subdivision.

B. Background / Discussion

The Brookfield Subdivision is located at the intersection of Clemson Road and Hardscrabble Road. The existing access to this neighborhood is Brook Hollow Drive, which is approximately 250 feet away from the intersection of Hardscrabble Road. Currently, Brook Hollow Drive allows for full movement (right and left turns) at this intersection.

The SCDOT is currently working on plans to widen Hardscrabble Road from Farrow Road to Lake Carolina Drive. The widening of Hardscrabble at Clemson Road will affect the turn movements at Brook Hollow Drive. The new design will only allow right-in/right-out turn movements at the current entrance to the subdivision.

Since the only entrance to the subdivision was going to be affected, the SCDOT accepted public comments from the subdivision residents on the Hardscrabble Road Widening project. The residents of Brookfield subdivision requested that a second entrance be constructed, which would allow full-turning movements. The SCDOT evaluated this request and concluded that there was a County-owned Parcel (TMS#R20214-05-15) located inside the subdivision that was vacant and could be used for a new road. The SCDOT has also come to an agreement with the owners of TMS#R20200-03-45, the Dunbar family, since the new road would divide their parcel of land into two parcels. The SCDOT then developed a preliminary plan to show the residents at a public hearing. The residents all agreed on the new road.

The SCDOT has subsequently approached the County about taking ownership of the new road once it has been built. The SCDOT met with representatives of the Planning and Engineering Departments. The Engineering Department agreed that if the SCDOT wanted an IGA in place before the design was completed that an IGA would need to be executed to outline the agreement between the County and SCDOT. The agreement outlines who is going to fund and construct the new road as well as who will take over ownership after the road is built. The agreement also states that the SCDOT must follow Richland County's permitting process for this project.

The IGA has been reviewed and the content and language has been approved by the Richland County Legal Department, Planning Department and Public Works.

C. Legislative / Chronological History

There is no legislative history associated with this project.

D. Financial Impact

There is no initial financial impact on the County for the approval of this IGA. The road will be added to the County's road inventory, so there will be annual maintenance costs associated with

this road. The maintenance cost should be minimal to none for the first several years. The life expectancy for a local residential road is 20-25 years with an estimated maintenance cost of \$1,000 per year and an ultimate resurfacing cost of \$75,000 at the end of its usable life.

E. Alternatives

1. Approve the IGA with the SCDOT and take over ownership of the new road once it is constructed.
2. Do not approve the IGA with the SCDOT and do not take over ownership of the new road once it is constructed.

F. Recommendation

It is recommended that Council approve the request to approve the IGA with the SCDOT and take over ownership of the new road once it is constructed.

Recommended by: David Hoops, P.E. Department: Public Works Date: April 2, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/9/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation:

Recommend approval based on the agreement being consistent with the County policy for accepting ownership and that the IGA has been reviewed and the content and language has been approved by the Richland County Legal Department, Planning Department and Public Works.

Planning

Reviewed by: Tracy Hegler Date:
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend approval based on the agreement being consistent with the County policy for accepting ownership and that the IGA includes language requiring a Land Development permit.

Legal

Reviewed by: Elizabeth McLean Date: 4/9/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.
Legal previously reviewed the Agreement and made necessary suggestions.

Administration

Reviewed by: Sparty Hammett Date: 4/10/13
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommend Council approval of the IGA with the SCDOT and taking over ownership of the new road once it is constructed.

SCDOT USE ONLY	
Start Date	_____
Completion Date	_____

Project No.	32L23ESU40013
General Ledger:	2220
Activity Code:	682
Objective Code:	???
PIN:	39333
File No.:	40.039333

AGREEMENT BETWEEN
SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION
AND
RICHLAND COUNTY

THIS AGREEMENT, made this _____ day of _____, 20___, by and between Richland County (hereinafter referred to as “COUNTY”) and the South Carolina Department of Transportation (hereinafter referred to as “DEPARTMENT”).

WITNESSETH THAT:

WHEREAS, the DEPARTMENT desires assistance from the COUNTY regarding the construction of a new connector road as part of the S-83 (Hard Scrabble Road) widening project in Richland County; and

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

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

WHEREAS, the COUNTY and DEPARTMENT have agreed to work together with the hereinafter described project.

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

I. PROJECT DESCRIPTION:

The project, which is the subject of this Agreement, consists of the design, right of way acquisitions, construction, and construction engineering and inspection, to DEPARTMENT and Federal standards, of a new connector road between Clemson Road (S-52) and Brook Hollow Drive (Richland County Road) in Richland County, South Carolina. The new connector roadway is being constructed as part of the Hard Scrabble Road (S-83) Widening Project. During the public involvement process for the Hard Scrabble Road Widening project, comments were received from residents of Brookfield Subdivision regarding access because the proposed improvements include installation of a raised concrete curb on Clemson Road east of the intersection, converting the access into and from the Brookfield Subdivision to a right-in, right-out only turning movement (see attached Exhibit A). Those living in the Brookfield Subdivision requested the DEPARTEMENT to remove the concrete curb or construct a new access road farther east of the Clemson Road intersection near the Copperfield Subdivision. The new access road was deemed the most feasible option and was presented to the Brookfield Subdivision Homeowners Association on October 3, 2012. Based on the feedback from that meeting, the new access road is being included in the final design of the project, which would require 1.01 acres of additional right-of-way acquisition. The new asphalt roadway will be approximately 893 feet long and will consist of two (2) twelve (12) foot travel lanes with concrete curb and gutter (See attached typical section in Exhibit A).

The term PROJECT is intended to refer to the above description unless indicated otherwise.

Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map and typical section depicting the PROJECT area and additional PROJECT information.

II. THE DEPARTMENT WILL:

a. Provide all funding for the PROJECT as more specifically set out below under Section IV FUNDING of this Agreement.

b. Identify and provide a DEPARTMENT engineer, as considered by the DEPARTMENT to be appropriate, to manage the work covered by this Agreement.

c. Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).

d. Perform all required services in accordance with State, Federal and DEPARTMENT guidelines considered appropriate by the DEPARTMENT.

e. Obtain a Land Development permit from the County, following the Major Subdivision development review process, prior to commencing construction.

f. Provide documentation to the COUNTY that the PROJECT was constructed in accordance with appropriate federal and DEPARTMENT guidelines.

g. Deed over all right-of-way acquired for the PROJECT (see Exhibit A) to COUNTY upon completion of the PROJECT.

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

III. COUNTY WILL:

a. Accept ownership of the new access road and accept responsibility for maintenance or improvements made under this PROJECT on right of way deeded to COUNTY by DEPARTMENT after construction of the PROJECT is completed by the DEPARTMENT.

b. Execute a right of entry on any county owned property needed for construction of the PROJECT.

IV. FUNDING:

The DEPARTMENT estimates the total cost for the PROJECT to be \$XXXX. The DEPARTMENT will be responsible for 100% of the funding required for this PROJECT.

V. GENERAL:

a. In any dispute concerning a question or fact in connection with the work of this Agreement or compensation thereof, the decision of the DEPARTMENT's Deputy Secretary in the matter shall be final and conclusive for both Parties, subject to appeal to the South Carolina Circuit Court of Jurisdiction within ninety (90) days of PROJECT completion.

b. The Parties hereto agree to conform to all DEPARTMENT, State, Federal and local laws, rules, regulations and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.

c. The COUNTY, or its authorized agent, shall agree to hold consultations with the DEPARTMENT as may be necessary with regard to the execution of supplements to this Agreement during the course of this PROJECT for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the Parties hereto. No Amendment to this Agreement shall be effective or binding on any Party hereto unless such Amendment has been agreed to in writing by all Parties hereto.

d. Any and all reviews and approvals required of the parties herein shall not be unreasonable denied or withheld.

e. This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform, through no fault of the terminating Party in accordance with the terms herein. The Party so notified shall immediately stop work on the PROJECT. If the services covered under this Agreement are not performed, this Agreement is then terminated. In the event of termination for convenience or for any reason each Party to this Agreement is obligated on a quantum meruit basis.

VI. SUCCESSORS AND ASSIGNS:

The DEPARTMENT and COUNTY each binds himself, his successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees

that neither Party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

VII. ENTIRE AGREEMENT:

This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. The Contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated.

Signed, sealed and executed for the COUNTY.

RICHLAND COUNTY

WITNESS:

By: _____
Signature

Title: _____

Fed. ID#: XX-XXXXXXX

Signed, sealed and executed for the DEPARTMENT

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

WITNESS:

By: _____
Robert J. St. Onge, Jr.
Secretary of Transportation

RECOMMENDED:

John V. Walsh
Deputy Secretary for Engineering

Christy A. Hall
Deputy Secretary for Finance

Exhibit A

PROJECT AREA MAP
AND
ADDITIONAL PROJECT INFORMATION

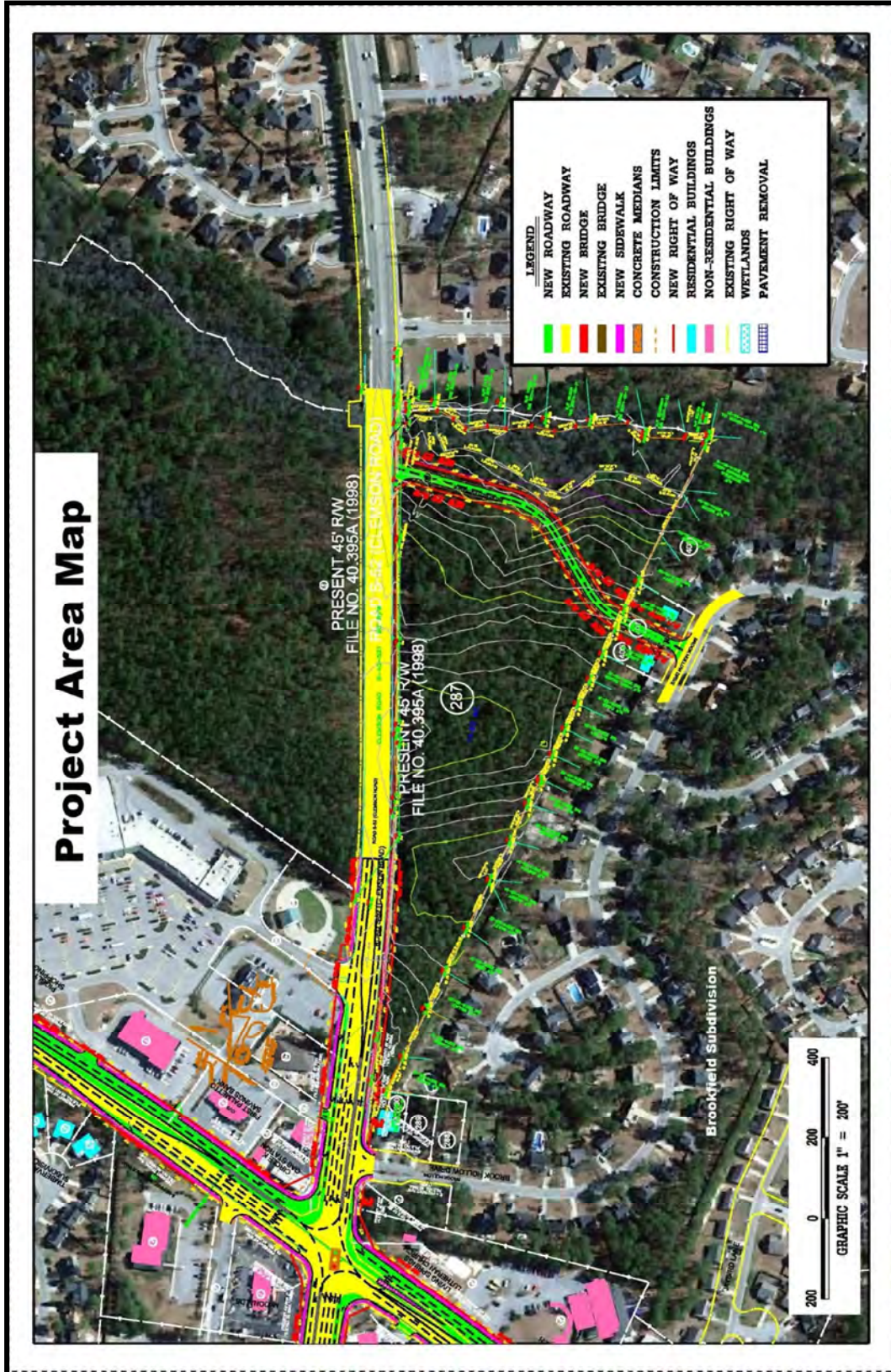


Exhibit A (Continued)

PROJECT AREA MAP
AND
ADDITIONAL PROJECT INFORMATION

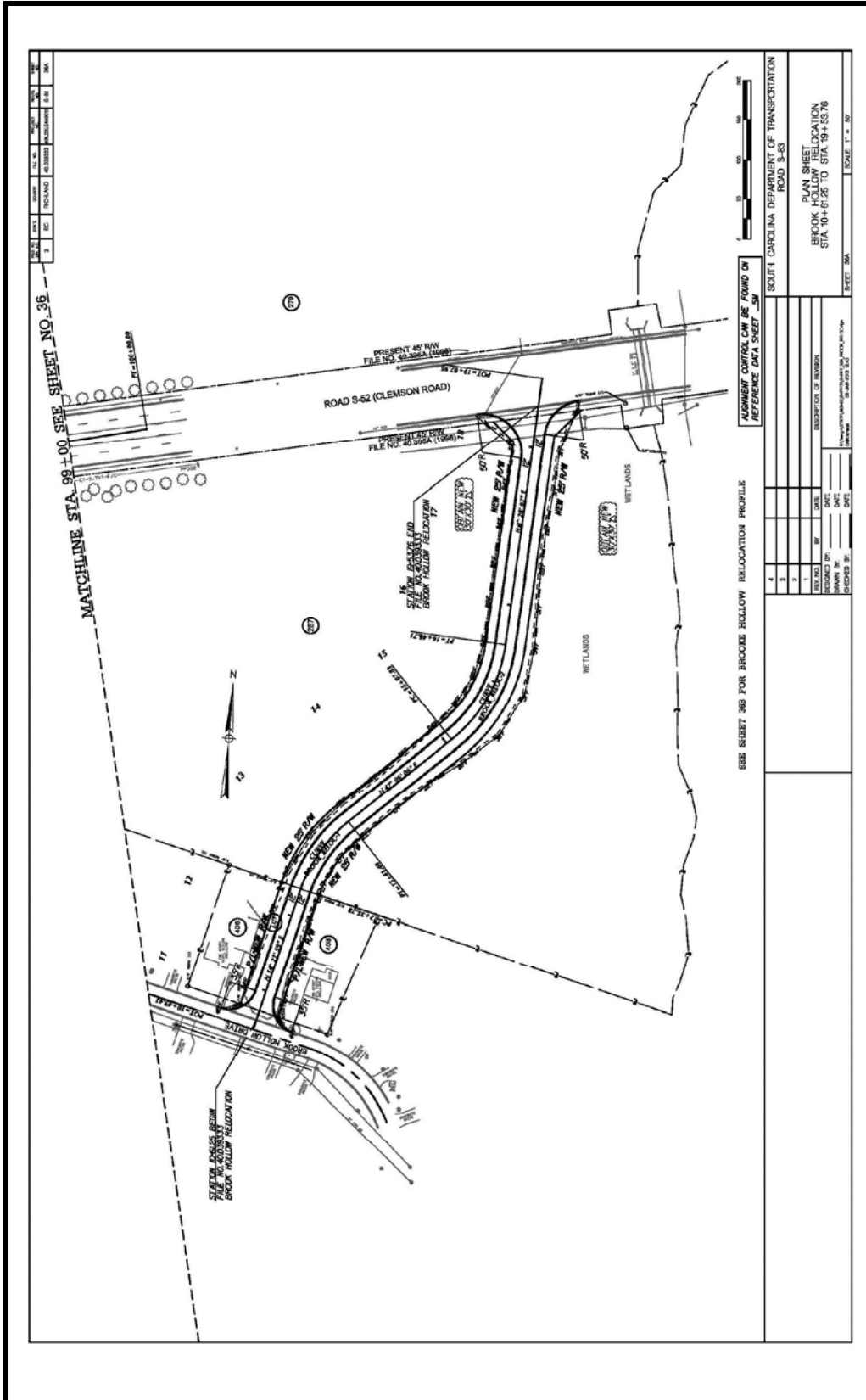


Exhibit A (Continued)

PROJECT AREA MAP AND ADDITIONAL PROJECT INFORMATION

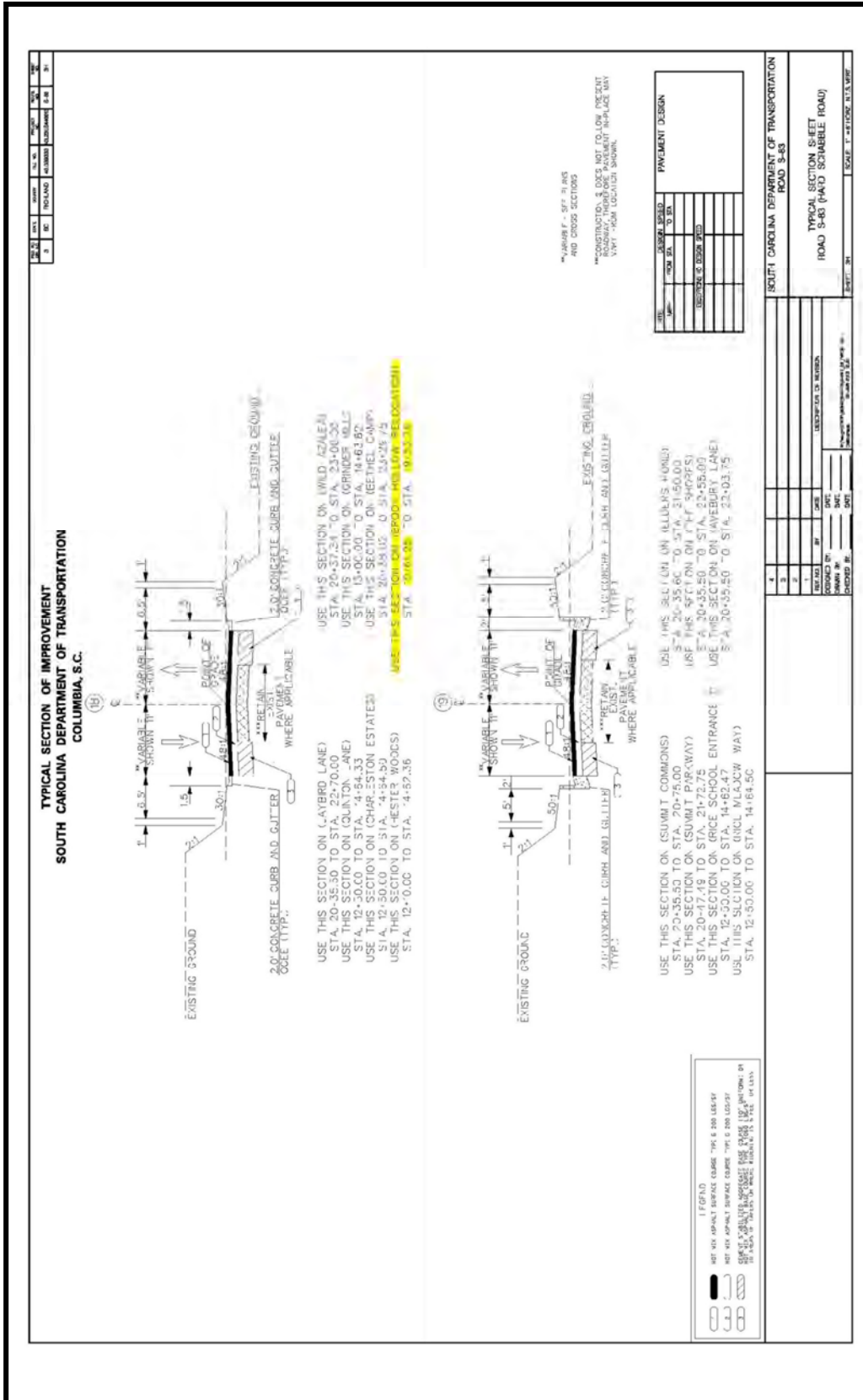


Exhibit B

Letter from COUNTY dated [REDACTED]
Regarding ownership and maintenance of Brook Hollow Access Road

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; so as to repeal the Green Code Standards and to have Section 26-186 read as "Reserved" **[PAGES 103-122]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SO AS TO REPEAL THE GREEN CODE STANDARDS AND TO HAVE SECTION 26-186 READ AS “RESERVED”.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186; is hereby amended to read as follows:

Sec. 26-186. ~~Green Code standards.~~ Reserved.

- ~~(a) — Purpose. Green Code standards are intended to encourage the development of residential communities based upon the Comprehensive Plan for Richland County, and which are designed to:~~
- ~~(1) — Preserve and protect environmental resources, scenic vistas, and natural and cultivated landscapes; and~~
 - ~~(2) — Enhance land, water, air and tree resources by minimizing the area of land disturbance, reducing impervious surface, optimizing stream buffers, preserving tree cover and encouraging retention and protection of Conservation Areas; and~~
 - ~~(3) — Reduce infrastructure maintenance costs as a result of efficient community design; and~~
 - ~~(4) — Provide a Conservation Area and pedestrian linkages and wildlife corridors among residential communities and to encourage recreation opportunities; and~~
 - ~~(5) — Preserve significant historical and archeological features; and to preserve and protect contiguous undeveloped areas within the development.~~
- ~~(b) — Applicability/Establishment. The owner of property within an RU, RR, RS-E, RS-LD, RS-MD, RS-HD, MH, RM-MD, RM-HD, or CC zoning district may apply the development standards found within this section, in lieu of the development standards set forth for the applicable zoning district, subject to meeting the requirements of this section.~~

~~(c) — *Application.* A property owner desiring to use the development standards of this section must first submit an application to the Planning department. The application shall be accompanied by an “Existing Features Site Analysis Plan” (see subsection (e), below), and a “Concept Plan” (see subsection (f), below). An application will not be accepted if the property has been clear-cut (i.e. marketable timber has been removed; provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months. In addition, property must utilize a public sanitary sewer, unless the owner obtains prior approval from DHEC to utilize a well and septic tank system.~~

~~(d) — *Approval by the County’s Soil and Water Department.* A Conservation Area that delineates the land that is to be set aside for conservation purposes must be certified and accepted by the Richland County Soil and Water department. The Planning department shall submit this information to the Soil and Water department for review.~~

~~(e) — *Existing Features Site Analysis Plan.* At time of development, and prior to preparing the Concept Plan, an Existing Features Site Analysis Plan, sealed by a registered engineer or landscape architect, shall be prepared and submitted by the applicant or developer.~~

~~(1) — The purposes of the Existing Features Site Analysis Plan are to:~~

~~a. — Delineate areas that have been identified as worthy of permanent protection as a Conservation Area because of their environmental values.~~

~~b. — Set forth the particulars of the site, including boundary, topographic data (minimum 2 foot contour intervals), existing structures and utility easements. County topographical data, current GIS data other published data will be acceptable.~~

~~c. — Provide the starting point for design of the conservation subdivision with built areas being designed as separate from the areas delineated as worthy of permanent protection.~~

~~(2) — The Existing Features Site Analysis Plan shall include, at a minimum, the following information:~~

~~a. — Perennial and intermittent streams, wetlands, and FEMA designated 100-Year Flood Hazard Zones. The source of this information shall also be indicated. USACE approved delineation is not required. Delineation of stream buffers along intermittent streams and perennial streams. The required buffers are:~~

~~For an Intermittent stream—a 25-foot buffer on each side, and~~

~~For a Perennial stream—a 50-foot buffer on each side.~~

~~For a delineated wetland area—a 50-ft buffer.~~

- ~~b. Identification of tree lines, native woodlands, open fields or meadows, peaks or rock outcroppings, and prime agricultural land.~~
 - ~~c. Delineation of tree resource areas by type, such as hardwoods, pines or mixed; and old or new growth, as determined by existing and published data.~~
 - ~~d. Delineation of steep slope areas (25% or greater). The plan shall provide for protective vegetative cover on slopes greater than forty percent (40%).~~
 - ~~e. Identification of historical, archeological or other significant features.~~
 - ~~f. Identification of the Conservation Area, Open Space, or common areas contiguous to the project.~~
 - ~~g. Identification of protected plant species as listed by the South Carolina Department of Natural Resources, to be certified by a registered landscape architect, forester, arborist, biologist, botanist or horticulturist.~~
 - ~~h. The plan also shall include a notarized statement by the landowner that marketable timber has not been removed (provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months within stream and/or wetland buffer areas in the previous twenty-four (24) months prior to the approval of a Concept Plan.~~
- ~~(f) *Concept Plan.* At time of development application, a Concept Plan shall be submitted by the developer for review and approval in accordance with the requirements and procedures of this chapter. A Concept Plan shall consist of either a site plan or a sketch plan, including the following information:~~
- ~~(1) Delineation and specifications of a Conservation Area, including calculations, and any “Neighborhood Greens,” play areas, or trail system to be constructed.~~

- ~~(2) A typical detail on the plan indicating minimum lot width, building setback lines, off-street parking, street trees, sidewalks, and street pavement and right-of-way width.~~
- ~~(3) Minimum Lot width area and percent of floodplain specifications in tabular form; and density calculations (gross and net).~~
- ~~(g) Conservation Area Requirements. In order to use the development standards of this section, the Conservation Area shall meet the following requirements:
 - ~~(1) Delineation. Priority shall be given in delineating Conservation Areas as those areas of significance identified in the Existing Features Site Analysis Plan, around which the built areas are designed.~~
 - ~~(2) Undeveloped and Natural. The Conservation Area shall remain undeveloped and natural except for the provision of non-motorized passive recreation opportunities, such as running, walking, biking, and similar outdoor activities. Trail construction and maintenance activities shall be allowed, including trail markers and routine mowing. For trail systems, boardwalks are allowed. Trail wetland and stream bank mitigation projects are also permitted. Natural vegetation shall not be disturbed, except for utility crossings within the required buffers.
 - ~~a. "Primary Conservation Areas" are required to be included in the Conservation Area. These areas shall be covered by a provision for permanent protection and shall include 100-Year floodplains, stream buffer zones, and slopes greater than forty percent (40%) consisting of a contiguous area of at least 5,000 square feet, wetlands, endangered or threatened species or their habitat, archeological sites, cemeteries or burial grounds.~~
 - ~~b. "Secondary Conservation Areas" are features that are acceptable and desirable for Conservation Area designation, and may be covered by the provisions for permanent protection. These include important historic sites, existing healthy, native forests of at least one (1) contiguous acre, scenic view sheds, peaks and rock outcroppings, prime agriculture lands consisting of at least five (5) contiguous acres, and existing trails that connect the tract to neighboring areas. Also considered Secondary Conservation Areas are "Neighborhood Greens" and storm water management facilities and practices, and these may be constructed and maintained in the Conservation Area. However, "Neighborhood Greens" shall not exceed twenty percent (20%) of the total required Conservation Area.~~~~~~

- ~~e. Proposed Permanent Lakes that will be used for wet detention shall be credited at fifty percent (50%) of the land area.~~
 - ~~d. Existing lakes that are used for stormwater detention shall be credited at one hundred percent (100%), and no more than fifty percent (50%) of land area located within a proposed permanent wet stormwater basin may be credited.~~
- ~~(3) Exclusions. The following features are excluded from the minimum amount of Conservation Area that must be set aside:~~
- ~~a. Residential yards.~~
 - ~~b. Impervious surfaces in recreation areas shall not be credited.~~
 - ~~c. Land area within power, gas pipeline easements, sewer line easements or pump stations shall not be credited unless these easements contain sensitive areas and are approved for common use areas.~~
 - ~~d. Land area devoted to public or private streets or any land that has been, or is to be, conveyed to a public agency for such use as parks, schools, or other public facilities, shall not be credited.~~
 - ~~e. Dry stormwater detention basins shall not be credited.~~
- ~~(4) Ownership of Conservation Areas. Prior to any building permits being issued for the subdivision, the Conservation Area that is delineated on the Final Plat shall be permanently protected by either one or both of the following options:~~
- ~~a. Option 1. Conveyance to Qualified Organizations or Entities. Except for "Neighborhood Greens," developed recreation areas or Secondary Conservation Areas not desired for permanent protection, the Conservation Area shall be permanently protected by the: 1) recording of a covenant or conveyance of an easement which runs in perpetuity under South Carolina law in favor of any corporation, trust, or other organization holding land for the use of the public or certain governmental entities; or 2) conveyance of a conservation easement running in perpetuity to a third party "qualified organization" recognized by Federal Treasury Regulation Section 1.170A-14(e)(1). Qualified organizations recognized by this Treasury Regulation include, but may not be limited to, governmental entities, local and national land trusts, or other conservation groups that are organized or operated primarily or substantially for one of the conservation purposes specified in~~

~~the Internal Revenue Code. Governmental entities that qualify to be named in covenants or to receive conservation easements under the Treasury Regulation referred to above for purposes of this section shall include the Federal government, the State of South Carolina, Richland County, or authorities of the State of South Carolina or Richland County. If a covenant is recorded or an easement conveyed in favor of a governmental entity, formal acceptance by the governmental entity or qualified conservation organization shall be obtained prior to the recording of the covenant or conveyance of the easement. The developer shall record the necessary legal instrument to accomplish protection of the Conservation Area prior to, or concurrent with, the recording of the Final Plat. Both the deed and the Final Plat shall contain, at a minimum, the following covenant:~~

~~“The Conservation Area conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed or cleared except to clean up storm damage, or to create or maintain hiking trails, and shall have the following goals: 1) protection of streams, floodplains and wetlands; 2) protection of steep slopes; 3) protection of woodlands, open fields and meadows; 4) protection of historical and archeological features; 5) protection of significant wildlife habitats; 6) protection of scenic vistas; and 7) passive recreation and connectivity with nearby open spaces. The following uses may be allowed: passive recreational amenities, such as pervious-surface paths and minimal parking spaces; picnic and restroom facilities (constructed facilities shall not exceed fifteen percent (15%) of the Conservation Area). This covenant is intended to benefit said area to the public and the use of same to the subdivision lot owners and residents, and it shall run in perpetuity.”~~

- ~~b. Option 2. Conveyance to the Property Owners' Association. A deed conveying ownership of the Conservation Area in fee simple to a property owner's association shall be recorded and delivered prior to, or concurrent with, the recording of the Final Plat for the first phase of the subdivision. The legal instrument shall contain, at a minimum, the same language required to be placed on a deed as stated in Option 1 of this Section.~~

~~The property owner's association bylaws or covenants, at a minimum, shall contain the following provisions:~~

- ~~1. Governance of the association.~~

- ~~2. Lien rights to the association for maintenance expenses and tax obligations.~~
 - ~~3. Responsibility for maintenance of the open space, including, if applicable, low impact development stormwater management mechanisms.~~
 - ~~4. Responsibility for insurance and taxes.~~
 - ~~5. Automatic compulsory membership of all lot purchasers and their successors; and compulsory assessments.~~
- ~~e. Conditions and timing of transferring control of the association from the developer to the lot owners.~~

~~The property owner's association, or other entity approved in advance by the Planning department, shall be responsible for the continuous maintenance and/or preservation of buffers, Conservation Area, trails and recreation areas.~~

~~(h) Development Requirements. Subdivisions shall meet the following requirements:~~

~~(1) Minimum Subdivision Size: 2 contiguous acres.~~

~~(2) Lot Area: No minimum.~~

~~(3) Minimum Yard Areas (Setbacks):~~

~~a. Front: 20 feet; provided, however, the front yard setback may be reduced to 5 feet if dwellings are provided side or rear entry garages.~~

~~b. Rear: 20 feet.~~

~~c. Side: 5 feet.~~

~~d. Corner lots secondary side 1/2 front or 10 feet~~

~~e. For alley loaded developments:~~

~~Front: 10 feet~~

~~Rear: 15 feet~~

~~Side: 3 feet, 6 feet combined~~

~~Corner lots secondary side 10 feet~~

~~f. For a zero "lot line" development:~~

~~Front: 15 feet~~

Rear: 15 feet
Side: 0 feet, 6 feet combined
Corner lots secondary side 7 1/2 feet

- ~~(4) Street Frontage Buffer along existing roads: Twenty five (25) feet in width (not part of any building lot). The street frontage buffer shall remain undisturbed and natural, except for entrance features, necessary street construction activities, right of way crossings, public utility easements, and corner right of way miters or radii. If the required street frontage buffer is void of vegetation, it shall be planted in accordance to landscape buffer type "A" to provide an effective visual screen, which may include landscaped berms and decorative fences. The street frontage buffer may be counted towards Conservation Area calculations.~~
- ~~(5) Maximum Height: Three (3) stories above ground level. (For the purpose of this subparagraph, "ground level" shall mean: the average finished ground elevation at the base of a structure to the highest point of the roof of the structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, mechanical equipment, or other such structures that are placed above roof level and are not intended for human occupancy, shall not be subject to height limitations).~~
- ~~(6) Yards: All disturbed areas on dwelling lots shall be stabilized with sod, or landscaped with mulch and native plants for landscaping and stabilization of the entire lot.~~
- ~~(7) Street trees shall be provided along all roads at intervals of twenty five (25) feet and shall be 2½ inch caliper/10 feet in height at time of planting.~~
- ~~(8) Proposed utilities shall be located underground.~~
- ~~(9) Community streets shall be as follows:
 - ~~a. Main Roads twenty four (24) feet pavement width with 1.5 feet minimum rolled curb.~~
 - ~~b. Park Roads seventeen (17) feet pavement width with 1.5 feet minimum rolled curb. On cul-de-sac bulbs, the inside curb shall be one (1) foot ribbon curb.~~
 - ~~c. Street Lighting if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).~~~~

- ~~d. All streets shall conform to Richland County standards for pavement section, horizontal and vertical curvature. All streets in the community will have sidewalks on at least one side.~~
- ~~e. Sidewalks shall provide access to community trail systems. All sidewalks shall be a minimum of five (5) feet wide and meet ADA standards. Sidewalks shall be setback five (5) feet from the curb, providing a grass or landscaped buffer between the sidewalk and roadway.~~
- ~~(10) Storm water management. Where possible, detention shall be accomplished in wet ponds. In addition, low impact development (LID) options shall be utilized when feasible throughout the community. However, in either case, storm water controls shall meet Richland County's standards. LID stormwater mechanisms, such as grassy cul-de-sacs and neighborhood greens shall be owned and maintain by the Home Owners' Association.~~
- ~~(11) Pervious material may be used for sidewalks and driveways. The maximum impervious surface allowed is fifty percent (50%) of the developed area.~~
- ~~(12) Certification shall be issued by the Richland County Council for the completion of development that meets the within Green code standards, which enhances the environment, improves our quality of life, and prioritizes Green Development.~~
- ~~(i) Density. The residential gross density in each zoning district is established in other sections of this Code; provided, however, bonus density shall be granted based on meeting open space conservation targets as follows:

 - ~~—30% required minimum open space—10% bonus density~~
 - ~~—40% open space provided—20% bonus density~~
 - ~~—50% open space provided—30% bonus density~~

~~Density bonus can be applied on a pro-rata basis for open space amounts falling between the benchmarks.~~~~
- ~~(j) Appeals. The Board of Zoning Appeals, consistent with section 26-58, shall hear appeals of decisions of the Planning Department pertaining to this section (26-186).~~

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-86, RU Rural District; Subsection (c), Development Standards; is hereby amended to read as follows:

(c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~

(1) *Minimum lot area/maximum density:* Minimum lot area: 33,000 square feet (one acre), or as determined by the DHEC, but in no case shall it be less than 33,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings.

(2) *Minimum lot width:* 120 feet.

(3) *Structure size standards:* None.

(4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RU District:

a. Front: 40 feet.

b. Side: 20 feet.

c. Rear: 50 feet.

The minimum side and rear setback requirement for accessory buildings/structures in the RU District is twenty (20) feet. See also Section 26-185(b) of this chapter.

The landscape and bufferyard standards of Section 26-176 may require additional setback distances; if so, the most restrictive requirements shall apply.

(5) *Height standards:* The maximum height of structures in the RU District shall be 45 feet. Silos, barns, windmills, or other similar structures used for agricultural purposes are exempt from height requirements.

(6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.

(7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.

(8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter

- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-87, RR Rural Residential District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-88, RS-E Residential, Single Family – Estate District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 20,000 square feet, or as determined by DHEC, but in no case shall it be less than 20,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot, except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) of this chapter.
 - (2) *Minimum lot width*: 100 feet.
 - (3) *Structure size standards*: None.
 - (4) *Setback standards*: The following minimum setbacks shall be required for principal uses in the RS-E District.
 - a. Front: 35 feet.
 - b. Side: 10 feet.

- c. Rear: 30 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-E District is ten (10) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-E District shall be 45 feet. Silos, barns, windmills or other similar structures used for agricultural purposes are exempt from height requirements.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs:* Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards:* None.

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-89, RS-LD Residential, Single Family – Low Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards.* See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~

- (1) *Minimum lot area/maximum density:* Minimum lot area: 12,000 square feet or as determined by DHEC, but in no case shall it be less than 12, 000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) of this chapter.
- (2) *Minimum lot width:* 75 feet.
- (3) *Structure size standards:* None.
- (4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RS-LD District:
 - a. Front: 25 feet.
 - b. Side: 16 feet total for side setbacks, with 5 feet minimum on any one side.
 - c. Rear: 20 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-LD District is five (5) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-LD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.

- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION VI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-90, RS-MD Residential, Single Family – Medium Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 8,500 square feet, or as determined by DHEC. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) and the special exception provisions for single-family zero lot line dwellings at Section 26-152(d) of this chapter.
 - (2) *Minimum lot width*: 60 feet.
 - (3) *Structure size standards*: None.
 - (4) *Setback standards*: The following minimum setbacks shall be required for principal uses in the RS-MD District:
 - a. Front: 25 feet.
 - b. Side: 13 feet total for side setback, with 4 feet minimum for any one side.
 - c. Rear: 20 feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 and Section 152 of this chapter.

The minimum side and rear setback requirement for accessory buildings/structures in the RS-MD District is five (5) feet.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards*: The maximum height of structures in the RS-MD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards*: Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards*: Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities*: Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs*: Signs shall be regulated by the requirements of Section 26-180 of this chapter.
- (10) *Recreation/open space standards*: ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards*: None.

SECTION V. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-91, RS-HD Residential, Single Family – High Density District; Subsection (c), Development Standards; is hereby amended to read as follows:

- (c) *Development standards*. See also Article V., Section 26-131. Table of Area, Yard, and Height Requirements. ~~Provided, however, if a developer can meet the requirements found within Section 26-186, the development standards of 26-186 (i) may be substituted for the standards required in this subsection.~~
 - (1) *Minimum lot area/maximum density*: Minimum lot area: 5,000 square feet, or as determined by DHEC. In no case shall the lot size be less than 5,000 square feet. Maximum density standard: no more than one (1) principal dwelling unit may be placed on a lot except for permitted accessory dwellings. However, see the special requirement provisions for single-family zero lot line dwellings at Section 26-151(c) and the special

exception provisions for single-family zero lot line dwellings at Section 152(d) of this chapter.

- (2) *Minimum lot width:* 50 feet.
- (3) *Structure size standards:* None.
- (4) *Setback standards:* The following minimum setbacks shall be required for principal uses in the RS-HD District:
 - a. Front: 25 feet.
 - b. Side: 12 feet total for side setbacks, with 4 feet minimum setback for any one side.
 - c. Rear: 20 feet.

The minimum side and rear setback requirement for accessory buildings or structures in the RS-HD District is five (5) feet.

Where zero lot line developments are permitted, the side setback shall meet the special requirements for such developments as set forth in Section 26-151 and Section 26-152 of this chapter.

The landscape and bufferyard standards of Section 26-176 of this chapter may require additional setback distances; if so, the most restrictive requirements shall apply.

- (5) *Height standards:* The maximum height of structures in the RS-HD District shall be 45 feet.
- (6) *Landscaping/bufferyard standards:* Landscaping and bufferyards shall be provided in accordance with Section 26-176 of this chapter.
- (7) *Parking/loading standards:* Parking and loading facilities shall be provided as required by Section 26-173 and Section 26-174 of this chapter. No parking lots shall be permitted within any required setback.
- (8) *Sidewalk and pedestrian amenities:* Sidewalks and other pedestrian amenities shall be provided as required by Section 26-179 of this chapter.
- (9) *Signs:* Signs shall be regulated by the requirements of Section 26-180 of this chapter.

- (10) *Recreation/open space standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.
- (11) *Design and operation standards:* None.

SECTION VI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-92, MH Manufactured Home Residential District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION VII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-93, RM-MD Residential, Multi-Family – Medium Density District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION VIII. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-94, RM-HD Residential, Multi-Family – High Density District; Subsection (c), Development Standards; Paragraph 10, Recreation/open space standards; is hereby amended to read as follows:

- (10) *Recreation/Open Space Standards:* ~~Open space may be provided for new developments and expansions of existing developments in accordance with the Green Code standards of Section 26-186 of this chapter~~ None.

SECTION IX. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-105, C Conservation Overlay District; Subsection (d), Development Standards; Paragraph (6), Recreation/open space standards; is hereby amended to read as follows:

- (6) *Recreational/open space standards:* ~~Open space shall be provided for new developments and expansions of existing developments in accordance with the provisions established in Section 26-186 of this chapter~~ None.

SECTION X. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-109, CRD Corridor Redevelopment Overlay District; Subsection (d), Development Standards; Paragraph (7), Recreation/open space standards; is hereby amended to read as follows:

- (7) Recreation/Open Space Standards: All CRD developments that include residential units shall be required to dedicate open space. The amount of useable open space required for dedication shall be determined using the Open Space Dedication Matrix below. ~~Unless otherwise specified below, the requirements of Section 26-186 of this chapter shall apply.~~

SECTION XI. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-111, CC Crane Creek Neighborhood District; Subsection (d), Property Development Standards; Paragraph (3), Crane Creek Standards Summary Table; is hereby amended to read as follows:

(3) *Crane Creek Standards Summary Table.*

	CC-1 – Residential	CC-2 – Neighborhood Mixed Use	CC-3 – Activity Center Mixed Use	CC-4 – Industrial	
Building Type	Single-Family, Detached Dwelling				
	Townhouse				
	Civic/Institutional				
		Loft Dwelling Units			
		Live-Work Units			
		Commercial/Office			
		Mixed-use, nonresidential			
Minimum Open Space	As required in Section 26-186. The requirements of Section 26-111 (d) (11) do not apply.	10% of development acreage. The requirements of Section 26-111 (d) (11) apply.			
Sidewalk	5 feet				
Drainage	Open Swale or Closed	Closed and LID			
Minimum Height	None	30 feet for mixed use buildings.		None	
Maximum Height	45 feet	45 feet	75 feet (only applies to Loft Dwelling, Commercial/Office, and Mixed Use, non-residential)	75 feet	

LID – Low Impact Development Techniques

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

SECTION XIV. Effective Date. This ordinance shall be enforced from and after December 31, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 23, 2012
First Reading: October 23, 2012
Second Reading: November 13, 2012
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to approve and appropriate \$324,000 of General Fund Unassigned Balance for Legal Services in the Legal Department **[PAGES 123-127]**

Notes

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

First Reading: May 7, 2013

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Budget Increase for the Legal Department

A. Purpose

County Council is requested to approve a budget increase for the Legal Department in the amount of \$324,000, which will go to the Professional Services line to pay for excessive costs related to the November 2012 general election and the Columbia Venture trial.

B. Background / Discussion

This budget amendment request is based on two major events during the FY2012-2013 fiscal year: the problematic November 2012 general election and the trial of the Columbia Venture lawsuit, as well as several smaller unexpected expenses.

As you know, even though the County has no control over the hiring of the Elections Director, nor any control over the conduct of such elections, the County is required to fund the costs for all election staff and activities. Along with that requirement, the County Attorney's office is required to provide legal counsel for the Richland County Election Commission and the Board of Elections and Voter Registration. Again, as you all know, the election did not go smoothly, resulting in three separate lawsuits: one at the circuit court level attempting to stop the canvassing of the votes and place the counting in the hands of SLED and the State Election Commission; one at the South Carolina Supreme Court contesting the right of the circuit court and the State Election Commission to intervene in the canvassing; and one also at the South Carolina Supreme Court (after beginning at the Richland County Election Commission and at the State Election Commission) protesting the passage of the Transportation Penny Sales Tax, with such protest being based on a violation of state law as it relates to the number of voting machines at each precinct.

The County was successful in each of these lawsuits, but not without excessive added expenses that the County Attorney's budget was not funded adequately to absorb. Given the complexities of the election issues and the different persons/parties involved, it was necessary to authorize two different outside attorneys with election specialties to help resolve the issues. On the issue of the Transportation Penny Sales Tax, the County enlisted the services of another election expert attorney to intervene in the protest and protect the County's interests. Again, the County was successful in each of these cases; however, the cost of success has been substantial.

The second event precipitating the necessity of this budget amendment was the long awaited trial of the Columbia Venture lawsuit. While, again, we earned a victory at the circuit court level, the costs accrued quickly. The trial, which required the services of a special referee, was expected to last 5 days, but turned into a 14 day ordeal. The financial impact of that extended time frame was substantial, with the County being required to pay not only its own counsel, but half of the fee for the special referee.

Along with the two major events, the department was asked to provide the funding for Franklin Lee's work in rewriting portions of the Procurement Code. Additionally, the Probate Court was uncharacteristically sued twice and required specialized outside counsel.

The County has had much recent legal success, but the cost for such has not been insignificant. In order to pay the professional services fees outlined above, the County Attorney's Office is requesting a budget amendment of \$324,000.

C. Legislative / Chronological History

There is no legislative history associated with this request. Council has been briefed about these expenses previously.

D. Financial Impact

Approval of the budget amendment will require \$324,000 be moved from the General Fund to the Legal Department budget.

E. Alternatives

1. Approve the budget amendment request.
2. Do not approve the budget amendment request, which would mean that the Legal Department would not be able to pay for the Professional Services outlined above.

F. Recommendation

It is recommended that Council approve the budget amendment request.

Recommended by: Larry C. Smith Department: Legal Date: April 1, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/8/13
 Recommend Council approval Recommend Council denial
 Recommend Council discretion

Comments regarding recommendation:

Request is an operational funding decision and is at the discretion of Council. Approval as requested would require a budget amendment and public hearing.

Legal

Reviewed by: Elizabeth McLean Date: 4/8/13
 Recommend Council approval Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 4/15/13
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: Recommend approval, with funding to come from the General Fund fund balance. Also recommend that we pursue reimbursement from the State, particularly for those costs associated with the election, to the extent possible.

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

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

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

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

REVENUE

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

EXPENDITURES

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2013

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax for transportation projects for Fiscal Year 2013-2014 and other matters related thereto **[PAGES 128-135]**

Notes

April 23, 2013 - The Committee unanimously approved the recommendation that Council adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) Sales and Use Tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto

First Reading: May 7, 2013

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Budget and Distribution of Revenues for Sales and Use Tax (Transportation Penny)

A. Purpose

County Council is being asked to adopt an ordinance approving a budget for and the distribution of the revenues from the one percent (1%) sales and use tax (Transportation Penny) for transportation projects for fiscal year 2013-2014 and other matters related thereto.

B. Background / Discussion

Pursuant to the South Carolina Code of Laws, Richland County must adopt an ordinance which approves the budget, and distribution of, Transportation Penny revenues.

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the "Sales and Use Tax") for 22 years to be used to fund transportation projects. On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors. No further action is needed to impose the Sales and Use Tax. The Sales and Use Tax will be collected beginning May 1, 2013.

The proposed ordinance (attached) provides for the distribution of each quarterly payment of the Sales and Use Tax in a manner required by the Sales Tax Ordinance and the question presented in the referendum as follows:

- (a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;
- (b) The balance of each quarterly payment shall be distributed as follows:
 - (i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs;
 - (ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs; and
 - (iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs.

Pursuant to the Sales Tax Ordinance, County Council shall adopt annually prior to the beginning of each fiscal year a budget for expenditures of Sales and Use Tax revenues. For this first fiscal year, a detailed list of expenditures for Projects 1 and 3 (roadway projects (b) (i) and pedestrian improvements / bikeways / greenways (b) (iii)) is not yet available. The proposed ordinance provides that the County Administrator obtain approval of County Council before the expenditure of revenues for those Projects.

The amount to be distributed to the Central Midlands Regional Transit Authority (the “CMRTA”) shall be expended pursuant to its Fiscal Year 2013-2014 budget, which is forthcoming. The proposed ordinance requires that the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

The proposed ordinance provides that the County Administrator shall provide to County Council periodic reports as requested by County Council. It also requires the CMRTA to provide quarterly financial information and a copy of its annual audit.

C. Legislative / Chronological History

On July 18, 2012, County Council enacted Ordinance No. 039-12HR (the “Sales Tax Ordinance”) imposing, subject to a successful referendum, a one percent (1%) sales and use tax (the “Sales and Use Tax”) for 22 years to be used to fund transportation projects.

On November 6, 2012, the County held a referendum which resulted in a favorable vote of a majority of the qualified electors.

The Sales and Use Tax will be collected beginning May 1, 2013.

D. Financial Impact

Enactment of the proposed ordinance relates only to the receipt and expenditure of Sales and Use Tax revenue. Enactment of the proposed ordinance will have no financial impact on any other County funds.

E. Alternatives

1. Approve the request to enact the proposed ordinance as presented.
2. Do not approve the request which would require an alternate form of direction regarding distribution of the Sales and Use Tax.

F. Recommendation

It is recommended the Council approve the proposed ordinance as presented.

Recommended by: Roxanne Ancheta Date: April 15, 2013

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 4/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald

Date: 4/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval of the proposed ordinance as presented.

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

AN ORDINANCE APPROVING A BUDGET FOR AND THE DISTRIBUTION OF THE REVENUES FROM THE ONE PERCENT (1%) SALES AND USE TAX FOR TRANSPORTATION PROJECTS FOR FISCAL YEAR 2013-2014 AND OTHER MATTERS RELATED THERETO.

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

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

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

(b) Pursuant to the Act, on July 18, 2012, the County enacted Ordinance No. 039-12HR (the "Sales Tax Ordinance") imposing a one percent (1%) sales and use tax (the "Sales and Use Tax") within the County for a period of 22 years for the purpose hereinafter described.

(c) Pursuant to the terms of the Act and the Sales Tax Ordinance, a referendum was held in the County on November 6, 2012, regarding imposition of the Sales and Use Tax, which resulted in a favorable vote of a majority of the qualified electors.

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

(i) Improvements to highways, roads (paved and unpaved), streets, intersections, and bridges including related drainage system improvements. Maximum Amount: \$656,020,644 which is 63% of the amount available for project costs ("Project 1");

(ii) Continued operation of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements. Maximum Amount: \$300,991,000 which is 29% of the amount available for project costs ("Project 2"); and

(iii) Improvements to pedestrian sidewalks, bike paths, intersections and greenways. Amount: Maximum Amount: \$80,888,356 which is 8% of the amount available for project costs ("Project 3," together with Project 1 and Project 2, the "Projects").

(e) The imposition of the Sales and Use Tax and the use of Sales and Use Tax revenue shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of Sales and Use Tax revenue established by the Act and other applicable law. Subject to annual appropriations

by County Council, Sales and Use Tax revenues shall be used for the costs of the Projects approved in the referendum, including, without limitation, payment of administrative costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the Projects.

(f) The Sales and Use Tax will be imposed beginning May 1, 2013. The revenue from May and June 2013 will be received in fiscal year 2013-2014. The terms and provisions of this ordinance relate to the fiscal year in which the County receives the Sales and Use Tax revenue.

SECTION 2. Receipt of Funds by County Treasurer; Distribution Thereof. Pursuant to the Act, the State Treasurer shall distribute the revenue from the Sales and Use Tax quarterly to the Richland County Treasurer (the "County Treasurer"). The County Treasurer shall hold the revenues and any interest earnings of the Sales and Use Tax in a fund separate and distinct from all other funds of the County. Quarterly distributions of the revenue shall be made by the County in the amounts and only for the purposes stated herein.

SECTION 3. Approval of Budget; Authorization to Distribute Sales Tax Revenue. Pursuant to the Act and the ballot question approved in the referendum held on November 6, 2012, the distribution of the Sales and Use Tax revenue shall be as follows:

(a) 3% of each quarterly payment shall be paid to the County for payment of administrative costs related to the Projects;

(b) The balance of each quarterly payment shall be distributed as follows:

(i) 63% shall be paid to the County for costs of Project 1;

(ii) 29% shall be paid to the Central Midlands Regional Transit Authority for Project 2; and

(ii) 8% shall be paid to the County for costs of Project 3.

(c) Prior to the expenditure of funds for Projects 1 and 3, the County Administrator will obtain County Council's approval for such expenditure. Prior to the expenditure of funds by the Central Midlands Regional Transit Authority (the "CMRTA") for Project 2, the CMRTA shall provide County Council with a copy of its budget for fiscal year 2013-2014.

SECTION 4. Reporting Requirements.

(a) The County Administrator shall provide periodic reports to County Council regarding the use of Sales and Use Tax revenues for Projects 1 and 3 in such form and in such frequency as shall be requested by County Council.

(b) The CMRTA shall provide to County Council an independent annual audit and quarterly financial information, all in a form satisfactory to County Council.

SECTION 5. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable

from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

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

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

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

(e) All previous ordinances regarding the same subject matter as this ordinance are hereby repealed.

[Signatures Follow]

Enacted this ____ day of _____, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Michelle Onley
Interim Clerk to County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:

Date of Second Reading:

Date of Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsections (a) and (b); and Section 17-3, Sheriff's Deputies assigned as Security Officers to issue tickets; Subsection (a); so as to limit public parkign to two hours and to delete the provisions for parking meters [**PAGES 136-139**]

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE I, REGULATIONS REGARDING COUNTY OWNED OR LEASED PROPERTY; SECTION 17-2, PARKING ON COUNTY OFFICE PROPERTY; SUBSECTIONS (A) AND (B); AND SECTION 17-3, SHERIFF'S DEPUTIES ASSIGNED AS SECURITY OFFICERS TO ISSUE TICKETS; SUBSECTION (A); SO AS TO LIMIT PUBLIC PARKING TO TWO HOURS AND TO DELETE THE PROVISIONS FOR PARKING METERS.

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 I, Regulations Regarding County Owned or Leased Property; Section 17-2, Parking on County Office Property; Subsection (b); is hereby amended to read as follows:

(b) There are hereby established the following regulations to govern use of parking ~~meters~~ on the grounds of the county administration building-:

- (1) The county administrator shall provide parking spaces next to the county administration building for ~~one-hour-metered~~ public parking.
- (2) No person shall park a vehicle in a ~~one-hour-metered~~ public space ~~past expiration of the meter for longer than two (2) hours~~, or cause, allow, or suffer any such vehicle to be so parked.
- (3) No person shall park a vehicle on or beyond the lines denoting the limits of any parking space, or cause, allow, or suffer any such vehicle to be so parked.
- (4) No employee shall park in a ~~metered~~ public parking space on the grounds of the county administration building.
- (5) No non-disabled employee shall park a vehicle in a designated reserved employee handicapped space.
- (6) Any vehicle found violating the provisions of this subsection may be towed at the owner's expense or, alternatively, shall be fined five dollars.

SECTION II. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article I, Regulations Regarding County Owned or Leased Property; Section 17-3, Sheriff's Deputies Assigned as Security Officers to Issue Tickets; Subsection (a); is hereby amended to read as follows:

(a) Upon detecting any violation of any provision of this chapter, and if a parking ticket is to be issued, a security officer shall report at a minimum:

- (1) The location at which the violation occurred;
- (2) The nature of the violation;
- (3) The date of the violation;
- (4) The name of the registered owner;
- (5) The license tag number, make, model, VIN, and color of the vehicle involved;
- (6) Instructions to report to the Richland County Central Court, including trial date, time, and location;
- ~~(7) The number of the parking meter, where appropriate;~~
- (8) The amount of the fine; and
- (9) Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY
OF _____, 2013

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 21, 2013 (tentative)
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request of Action

Subject

Small Local Business Enterprise ("SLBE") Program [**PAGES 140-161**]

SMALL LOCAL BUSINESS ENTERPRISE (“SLBE”) PROGRAM
[An Ordinance to Amend Article X of the Richland County, SC Code by adding a
new Division 7 as follows]

(1-3-13 Draft)

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process.

(Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Purchasing Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural & Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – services that are other than Professional Services, and do not require any license to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “*Small Business Enterprise*” and a “*Local Business Enterprise*.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Purchasing Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Purchasing before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business must have no more than ~~ten~~ **fifty** full-time employees and have annual gross revenues as averaged over the past three tax years of no more than \$5 million. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE.

~~***[** Note: See State of Maryland’s alternative definition of Small Business Enterprise (“SBE”) below in bold italic text:***~~

~~***(1) — Any for-profit enterprise as defined in Maryland Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 8; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and***~~

~~***(2) — That satisfies the following size requirements:***~~

~~***a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;***~~

~~***c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and***~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

Richland County's definition of Small Business Enterprise (SBE):

(1) Any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31; that is that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; and that is not dominant in its field of operation; and

(2) That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;

- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
 - \$5 million for engineering
 - ~~\$2.5 million for engineering~~
 - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

~~\$3 million~~

~~A few may be a higher size standard, but none above \$3 million or 50 employees.~~

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual

averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

This definition is subsumed within the definition of Small Local Business Enterprises.

Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]

[**Note: Resource Issue -- Possible establishment of position of Director of Equal Opportunity Contracting Program (“Director of Procurement”) -- The County employee responsible for the oversight, tracking, monitoring, administration, and implementation of the SLBE program, ensuring that compliance with contract participation requirements is maintained, and overall program goals and objectives are met.]

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;

3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;

4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Purchasing Director. The Purchasing Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and

5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;

3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County’s RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;

4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and

5. Monitor and support the implementation of the rules under this Program.

(c) At a minimum, each Goal Setting Committee may:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;

2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and

3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (SLBE) with the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern that is not dominant in its field of operation, and that is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined herein;

~~[**Note: See State of Maryland's alternative definition of Small Business Enterprise ("SBE") size standards below in bold italic text:~~

~~2. — That satisfies the following size requirements:~~

~~a. — Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~b. — Manufacturing operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;~~

~~c. — Service operations of the business did not employ more than 100 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years; and~~

~~d. — Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years.~~

~~If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.~~

~~This definition is subsumed within the definition of Small Local Business Enterprises.]~~

That satisfies the following size requirements:

- a. The owner(s) is actively involved in day-to-day management and control of the business;
- b. Wholesale operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- c. Manufacturing operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- d. Truck Transportation operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million in its most recently completed 3 fiscal years;
- e. Real Estates, rental, leasing, trusts, funds, insurance (carries and related activities); professional, scientific, technical services, operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- f. Administrative and Support Services operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2.5 million in its most recently completed 3 fiscal years;
- g. Repair and maintenance operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$2 million in its most recently completed 3 fiscal years;
- h. Service operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of:
- \$5 million for architectural
 - \$5 million for engineering
 - ~~\$2.5 million for engineering~~
 - \$5 million for all other services

The amount shown must be in its most recently completed 3 fiscal years;

- i. Specialty Trade Contractors did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million for all other services in its most recently completed 3 fiscal years; and
- j. Construction operations of the business did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$5 million in its most recently completed 3 fiscal years;
- k. Retail Trade did not employ more than 50 persons, and the gross sales of the business did not exceed an average of \$3 million

\$3 million

A few may be a higher size standard, but none above \$3 million or 50 employees.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.

Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible and should be graduated from the program. The size standards in number of employees and number of dollars should be reviewed annually and adjusted periodically to meet economic changes.

This definition is subsumed within the definition of Small Local Business Enterprises.

3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
4. The firm has been established for at least one year or the principals of the business have at least three years of relevant experience prior to forming or joining the business; and
5. In the year preceding the date of certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of

contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this section of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's average gross sales for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Purchasing Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with all SLBE criteria as specified above in Sec. 2-641 (a) through (d);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;
2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.

(b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. **Bonding and Insurance Waiver:** The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. **Price Preferences:** The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. This preference would not apply if the award to the SLBE would result in a total contract cost that is \$25,000 or greater on an annual basis than the low bid, or in a total contract cost that exceeds the County's budgeted price for the contract (whichever is lower).

3. **Evaluation Preferences:** The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners (see EXHIBITS 1 and 2 regarding professional services contracts and architectural & engineering contracts, respectively).

4. **Mandatory Subcontracting:**

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

- (1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;
- (2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and
- (3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. *Sheltered Market:*

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. ***Competitive Business Development Demonstration Project:***

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual

basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

**SMALL, LOCAL BUSINESS ENTERPRISE PROGRAM
EXHIBITS**

For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” (EXHIBIT 1) below:

EXHIBIT 1

Point Evaluation Table

10 POINTS FOR SLBE PARTICIPATION

- > 51% = 10 points
- > 45% = 7 points
- > 40% = 6 points
- > 35% = 5 points
- > 30% = 4 points
- > 25% = 3 points
- > 20% = 2 points
- > 15% = 1 points

20 POINTS FOR SLBE PARTICIPATION

- > 51% = 20 points
- > 45% = 17 points
- > 40% = 16 points
- > 35% = 14 points
- > 30% = 12 points
- > 25% = 10 points
- > 20% = 8 points
- > 15% = 6 points
- > 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following sample schedule (EXHIBIT 2) which is most often used by Architectural & Engineering:

EXHIBIT 2

<u>Points Awarded</u>	<u>% of Participation Criteria</u>
5.0 51-100	Proposals by registered SLBE owned and/or controlled firms
4.0 36 – 50	Majority prime with registered SLBE participation
3.0 30 – 35	Majority prime with registered SLBE participation
2.0 24 – 29	Majority prime with registered SLBE participation
0 0 – 23	Less than the goal for registered SLBE participation

DRAFT

CHARLESTON COUNTY'S SBE

To certify Small Business Enterprises for contracting and procurement opportunities in the areas of:

- Construction
- Architecture and engineering
- Professional services
- Goods and supplies
- Other services

ELIGIBILITY CRITERIA

To be certified as an SBE, your business will:

1. Have an annual gross sales volume not exceeding \$7.5 million (averaged over the previous three years)
2. Be actively managed and controlled on a day-to-day basis by the owner(s)
3. Have been in operation for at least one year
4. Be current on any applicable business license(s) and on any Charleston County taxes and fees

WHAT CERTIFICATION CAN MEAN TO YOUR SMALL BUSINESS

1. Mandatory quote from SBE on procurements between \$5,000 and \$25,000
2. Mandatory SBE subcontractors on projects of \$25,000 and above
3. Technical and financial referrals
4. Workshops, seminars and training programs to assist business owners in the competition process

Richland County Council Request of Action

Subject

Board of Assessment Appeals-1; there is one vacancy on this board:

Eric John Grant, April 6, 2013*

* Eligible for reappointment

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; there will be one vacancy on this board:

John W. Cullum, June 2, 2013

Richland County Council Request of Action

Subject

Accommodations Tax Committee-2; applications were received from the following: **[PAGES 164-170]**

D. Elaine Brown
Willis Langley



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: D. Elaine Brown

Home Address: 2240 Newell Road, Columbia, SC 29209

Telephone: (home) 803-783-6862 (work) 803-705-4529

Office Address: 1600 Harden Street, Columbia, SC 29204

Email Address: elainjami@yahoo.com

Educational Background: Midlands Technical College, University of Phoenix

Professional Background: Benefits Manager, Human Resources, Benedict College

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

Name of Committee in which interested: Accommodation Tax Committee

Reason for interest: To assist in the planning for the use of this tax.

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

I am currently a benefits manager in a human resources office. I am in contact with
employees from all walks of life. I can perhaps share my knowledge of other avenues on how
this tax may benefit the citizens in Richland County.

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

Any other information you wish to give? _____

Recommended by Council Member(s): Norman Jackson

Hours willing to commit each month: Varies

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

3/28/2013
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: Willis Langley, Jr.

Home Address: 825 Blythewood, SC 29016

Telephone: (home) 803-513-3498 (work) 803-786-2477

Office Address: 7420 Wilson Blvd., Columbia, SC 29016

Email Address: _____

Educational Background: Elizabeth City State University

Professional Background: President, W Langley, Inc.

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

Name of Committee in which interested: Accommodation Tax Committee

Reason for interest:

I am excited to be considered to serve on Richland County Hospitality Tax Commission. As an entrepreneur of 25 years plus in our great city, I am concerned about its economics and tourism growth. My years of experience as a business owner melded with my years of community service will allow me to serve with the city's and the public's best interest at heart.

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

Past member of the City of Columbia Chamber of Commerce Board, Former Vice Chair
Columbia Urban League Board, Past member of the Elizabeth City State University Foundation
Board, Former member Keep America Beautiful Board.

Presently serve on any County Committee, Board or Commission? Yes

Decker International Boulevard Coalition Board

Any other information you wish to give? I am willing to work to improve our County.

Recommended by Council Member(s): Joyce Dickerson

Hours willing to commit each month: 8

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

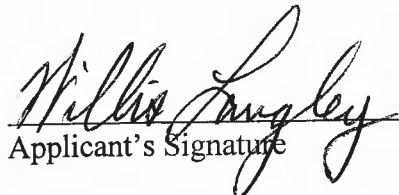
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____


Applicant's Signature

3/21/13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1; an application was received from: **[PAGES 171-175]**

Robert Alan Lapin
Brenda J. Perryman



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Robert Alan Lapin
Home Address: 217 Camden Chase Dist 9, 2ER
Telephone: (home) 803-513-1518 (work) 803-513-1518
Office Address: 1901 Main Street Ste 200
Email Address: rlapin@naivant.com
Educational Background: BAS from Michigan State Univ. 1987
Professional Background: Commercial Real Estate Agent for NAI ALOD
Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []
Name of Committee in which interested: Central Midlands Council of Governments
Reason for interest: To help facilitate growth in the Midlands through a smart & responsible manner.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Intimate knowledge of current infrastructure and development trends & community needs facilitated through 12 years in Commercial Real Estate.
Presently serve on any County Committee, Board or Commission? No
Any other information you wish to give? Available upon request
Recommended by Council Member(s): Val Hutcherson & Jim Manning
Hours willing to commit each month: As many as required

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____

Robert Z
Applicant's Signature

11/13/2012
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Brenda J. Perryman - (609) 937-2032-cell

Home Address: 349 Patrick Drive, Columbia, SC 29223

Telephone: (home) 803-462-9799 (work) 803-737-0822

Office Address: 955 Park Street, Room 201 Columbia, SC 29202

Email Address: perrymanbj@sco.org and hey lady 731@hotmail.com

Educational Background: B.S. Computer Information System minor Accounting

Professional Background: certified subway train operator, certified Public Transit Administrator

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

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: I am most interested in serving my County by utilizing my 23 years of professional transit experience to assist this committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My national transportation career, and specifically my transit technology and vehicle expertise are invaluable assets to this committee.

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

Any other information you wish to give? I am looking forward to serving Richland County

Recommended by Council Member(s): Kevin Washington and Norman Jackson

Hours willing to commit each month: 20-50 hours each month

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

Brenda J. Penman
Applicant's Signature

April 24, 2013
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Employee Grievance Committee-2; one application was received from: [PAGES 176-178]

Sonia Fells, IT



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

Name: Sonia Fells

Home Address: 22 Gowham Ct, IRMO SC 29063

Telephone: (home) 576-2077 (work) _____

Office Address: _____

Email Address: fells@rcgov.us

Educational Background: Bachelor Degree

Professional Background: Help Desk Team Mgmt

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

Name of Committee in which interested: _____

Reason for interest: I like working w/ people

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

Being able to understand Policies and Procedures

Presently serve on any County Committee, Board or Commission? Yes

Any other information you wish to give? NO

Recommended by Council Member(s): Valerie Hutchinson

Hours willing to commit each month: As much need no limit

CONFLICT OF INTEREST POLICY

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Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

S. FELT
Applicant's Signature

4-19-13
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1; no applications were received at this time

Richland County Council Request of Action

Subject

Community Relations-3 [PAGES 180-194]

**GREATER COLUMBIA
COMMUNITY RELATIONS COUNCIL**

FINANCIAL REPORT

JUNE 30, 2012

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
INDEX
YEARS ENDED JUNE 30, 2012 AND 2011**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

We have audited the accompanying statements of financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Council's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Columbia Community Relations Council as of June 30, 2012 and 2011, and the changes in its net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF FINANCIAL POSITION
 JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
ASSETS		
Current Assets		
Cash	\$ 36,364	\$ 3,921
Accounts receivable	281	780
Prepaid expenses	1,223	-
Total current assets	<u>37,868</u>	<u>4,701</u>
Property and Equipment		
Equipment	27,765	51,597
Less, accumulated depreciation	<u>(27,765)</u>	<u>(51,597)</u>
Net property and equipment	<u>-</u>	<u>-</u>
Total assets	<u><u>37,868</u></u>	<u><u>4,701</u></u>
 LIABILITIES AND NET ASSETS		
Accounts payable	3,522	3,080
Net Assets		
Unrestricted	<u>34,346</u>	<u>1,621</u>
Total liabilities and net assets	<u><u>\$ 37,868</u></u>	<u><u>\$ 4,701</u></u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
 STATEMENTS OF ACTIVITIES
 YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Support and Revenue		
Support	\$ 146,850	\$ 167,067
Other revenue	29,910	31,780
Total support and revenue	<u>176,760</u>	<u>198,847</u>
 Program Expenses	 <u>144,035</u>	 <u>212,839</u>
 Increase (decrease) in net assets	 32,725	 (13,992)
 Net Assets		
Beginning	<u>1,621</u>	<u>15,613</u>
 Ending	 <u><u>\$ 34,346</u></u>	 <u><u>\$ 1,621</u></u>

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2012 AND 2011**

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities		
Increase (decrease) in net assets	\$ 32,725	\$ (13,992)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities		
Changes in operating assets and liabilities		
(Increase) in accounts receivable and prepaid expense	(723)	(780)
Increase in accounts payable and accrued expenses	441	2,350
Net cash provided by (used in) operating activities	<u>32,443</u>	<u>(12,422)</u>
Cash Flows from Financing Activities		
Payments on note payable	-	(25,000)
Net increase (decrease) in cash	32,443	(37,422)
Cash		
Beginning	<u>3,921</u>	<u>41,343</u>
Ending	<u><u>36,364</u></u>	<u><u>3,921</u></u>
Supplemental Cash Flow Information		
Cash paid for interest	<u>-</u>	<u>1,161</u>
Disposal of fully depreciated property and equipment	<u>\$ 23,832</u>	<u>\$ -</u>

See notes to financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 1. Nature of Activities

The Greater Columbia Community Relations Council (Council) is a nonprofit organization organized under the laws of the State of South Carolina to study and evaluate information concerning racial problems within the community, to submit recommendations as to the solution of such problems and to further the employment opportunities and related training for underprivileged persons.

Note 2. Significant Accounting Policies

Display of net assets by class: The Council adheres to the disclosure and display requirements of the Financial Accounting Standards Board (FASB) as set forth in the Accounting Standards Codification (ASC) 958. ASC 958 establishes standards for external financial reporting by non-profit organizations and requires that resources be classified for accounting and reporting purposes into three net asset categories as follows:

Unrestricted net assets: Net assets that are not subject to donor-imposed restrictions. These net assets, including Board designated, are legally unrestricted and can be used in any Council activity.

Temporarily restricted net assets: Net assets subject to donor-imposed restrictions that may or will be met either by actions of the Council and/or the passage of time. The Council has no such assets.

Permanently restricted net assets: Net assets subject to donor-imposed stipulations that may be maintained permanently by the Council. The donors of these assets permit the Council to use all or part of the income earned on related investments for donor-imposed restrictions. The Council has no such assets.

Cash and cash equivalents: The Council considers all cash accounts, which are not subject to withdrawal restrictions or penalties, and all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Property and equipment: Property and equipment is stated at cost and includes expenditures for additions and major improvements. Depreciation is calculated using the straight-line method over the estimated useful lives of five to seven years.

Retirement plan: The Council participates in the American Chamber of Commerce Executives Retirement Plan, a defined contribution plan. Substantially all employees are eligible to elect to participate. The Council and employees contribute to the plan as determined annually by the Council. Employee's vested benefits are determined by length of service according to the plan.

Contributions: Gifts of cash and other assets are presented as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or the purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

In-kind support: The Council records various types of in-kind support including professional services, and materials. Contributed professional services are recognized if the services received create or enhance long-lived assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair market value when received. When in-kind support is received, it is reflected in the accompanying financial statements as in-kind support and offset by like amounts included in expenses. No significant instances of in-kind support were recorded for the year ended June 30, 2012 or 2011.

Additionally, the Council receives a significant amount of skilled, contributed time, which does not meet the two recognition criteria described above. Accordingly, the value of this contributed time has not been determined and is not reflected in the accompanying financial statements.

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
YEARS ENDED JUNE 30, 2012 AND 2011**

Notes to Financial Statements

Note 2. Significant Accounting Policies (Continued)

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes: The Council is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Management has evaluated the Council's tax positions and concluded that the Council had taken no uncertain tax positions that require adjustment to the financial statements to comply with the provisions of this guidance. With few exceptions, the Council is no longer subject to income tax examination by the U.S. federal, state, or local tax authorities for years before 2008.

Note 3. Commitments

Total rent expense, including rental agreements which are renewable yearly, was \$ 18,355 in 2012 and \$ 18,816 in 2011.

Note 4. Notes Payable

The Council had unsecured lines of credit totaling \$ 25,000 from South Carolina Community Bank due on December 30, 2010, at 8.00% interest due monthly. The balance was paid in full and was not renewed at December 30, 2010.

Note 5. Support from Governmental Units

The Council receives approximately 71% and 81% of its support from local governments in 2012 and 2011, respectively. A significant reduction in the level of this support, if this were to occur, may have a significant effect on the Council's programs and activities.

Note 6. Related Organizations

The Greater Columbia Chamber of Commerce provides certain administrative services as its contribution to the support of the Council. The costs of these services are not recorded on the accompanying financial statements.

Note 7. Retirement Plan Contribution

The Council did not have any employees qualifying for retirement contributions in 2012. The Council's retirement contribution was \$ 2,798 in 2011.

Note 8. Subsequent Events

Subsequent events have been evaluated through January 18, 2013, the date these financial statements were available to be issued. There were no material events that required recognition or additional disclosure in these financial statements.

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Greater Columbia Community Relations Council
Columbia, South Carolina

Our audit, except for that portion marked "budget" which is unaudited and upon which we express no opinion or any other form of assurance, was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Derrick, Stubbs + Smith, LLP

January 18, 2013

**GREATER COLUMBIA COMMUNITY RELATIONS COUNCIL
SCHEDULE OF SUPPORT AND REVENUE AND EXPENSES COMPARED TO BUDGET
YEAR ENDED JUNE 30, 2012**

	Budget	Actual	Variance Favorable (Unfavorable)
Support and Revenue			
City of Columbia	\$ 30,000	\$ 30,000	\$ -
Miscellaneous income	28,825	49,800	20,976
Richland County	95,317	95,250	(67)
Corporate sponsors	-	1,400	1,400
Individual donations	-	310	310
Total support and revenue	<u>154,142</u>	<u>176,760</u>	<u>22,619</u>
Expenses			
Accounting fees	3,500	3,500	-
Annual meeting report	15,000	9,964	5,036
Auto expense	-	710	(710)
Banking expense	-	147	(147)
Contractual services	89,027	82,476	6,551
Dues and subscriptions	200	207	(7)
Supplies - office	1,000	1,982	(982)
General liability insurance	550	15	535
Housing committee	3,000	1,336	1,664
License fee	100	50	50
Maintenance agreements	2,000	1,180	820
Maintenance and repairs	-	373	(373)
Manager's account	-	457	(457)
Miscellaneous expense	825	458	366
Office lease	19,140	18,355	785
Officer's liability insurance	500	236	264
Payroll expense	-	25	(25)
Postage	1,000	365	635
Printing	2,000	1,524	476
Special activities and meetings	-	128	(128)
Staff development	150	87	63
Supplies	2,400	2,201	199
Telephone	2,000	2,996	(996)
Temporary help	1,500	3,896	(2,396)
Umbrella insurance	250	1,023	(773)
Unemployment taxes	-	25	(25)
Workmen's compensation	1,500	2,235	(735)
Youth leadership council	8,500	8,084	416
Total expenses	<u>154,142</u>	<u>144,035</u>	<u>10,106</u>
Excess of support and revenue over expenses	<u>\$ -</u>	<u>\$ 32,725</u>	<u>\$ 32,725</u>



Greater Columbia Community Relations Council
Community Relations is Everybody's Business.

February 28, 2013

Attn: Mr. Robert Capers
Richland County Finance Office
P.O. Box 192
Columbia SC 29202

Dear Mr. Capers;

On behalf of the Board of Directors of the Greater Columbia Community Relations Council (CRC), I am writing to request continued funding for fiscal year 2014. Support from Richland County Council affords the CRC with opportunities to hear the people and to help the County in its efforts to take this community into its bright future.

With a new Executive Director in place we look forward to taking a more pro-active role in the affairs of our community. We have created and implemented a new strategic plan to continue to engage in civil community dialogue. We will partner with those who wish to make the Midlands a better place for all who chose to live here and work. As we continue to build stronger collaborations with Richland County, the City of Columbia and other institutions we will explore new ways to effectively address the issues that seek to divide our communities.

We are most appreciative of the support provided by Richland County Council. This has not only allowed us to continue existing programs, it also enabled us to hold special meetings to bring to the forefront the concerns of Richland County's citizens such as that of the proposed penny sales tax and other important issues. These educational forums are open to all Richland County residence.

We seek additional funding sources to include corporate and private grants and foundations. Your continued support helps to ensure our success as one of the "go to" organization in our community.

Enclosed is the budget request documentation for 2014. Please let me know if you have questions or need clarification of the information provided.

Respectfully,

A handwritten signature in cursive script that reads "Karen R. Jenkins".

Karen R. Jenkins, Chair

Board of Directors

**FISCAL YEAR 2014 BUDGET CHECKLIST FOR
AGENCY FUNDING REQUESTS**

Name of Agency: Greater Columbia Community Relations Council
Complete Checklist to ensure that all required information is included.

Yes No

- 1. Brief overview of how Richland County funding was used during fiscal year 2012/2013 and planned use for 2013/2014.
- 2. Summary of Revenue Sources Worksheet. Itemize all sources including state/ federal grants. (Attachment A)
- 3. List current capital projects in progress including percentage complete. Include projected capital projects included in budget request. (Attachment B)
- 4. Copy of prior year audited financial statements for your agency.

Name of Executive Director: Henri E. Baskins

Individual to contact concerning request for funding:

Name: Henri E. Baskins Title: Executive Director

Telephone: 803-733-1126

Email: hbaskins@gccrc.com

**Richland County, South Carolina
Current Capital Projects**

Agency: Greater Columbia Community Relations Council

PROJECT NAME	PROJECT COST	PLANNED START DATE	COMPLETION DATE	DESCRIPTION
Youth Leadership Initiatives	25,000	7/1/2013	Ongoing	Community Youth Initiatives
Fair Housing	50,000	7/1/2013	Ongoing	Community-Wide Housing Initiatives
Community Information Forums	10,000	7/1/2013	Ongoing	Inform Community on Current Issues
Annual Meeting	15,000	7/1/2013	Ongoing	Annual Report and Support Recognition

TOTAL COST 100,000

Submitted By: Karen R. Jenkins

Title: Chairman

Date: 03-01-2013

Richland County, South Carolina Summary of Revenue Sources

Greater Columbia Community Relations Council

FUNDING SOURCE	FY10-11 ACTUAL	FY11-12 ACTUAL	FY12-13 BUDGET	FY13-14 REQUEST
Richland County	95,317	95,250	100,000	100,000
Lexington County	0	0	0	0
City of Columbia	65,000	30,000	40,000	100,000
State Government	0	0	0	0
Federal Government	0	0	0	0
Other:	0	0	20,000	0
Corporate Sponsor	6,750	25,000	32,176	50,000
Other Income	31,780	20,000	20,310	25,000
TOTAL REVENUE	198,847	170,250	270,000	275,000
TOTAL EXPENDITURES	212,839	168,250	270,000	275,000

Submitted By: Karen R. Jenkins

Title: Chair, CRC BOD

Date: 03-01-13

Please complete all information requested. If no funding was received or requested from a source, enter zero, or "n/a".

Richland County Council Request of Action

Subject

Guidelines for Resolutions of Recognition [**PAGES 195-196**]

Comments regarding recommendation: Policy decision left to Council's discretion. I would also recommend a change in how Council deals with such items, as the Committee process is long and likely unnecessary with these types of resolutions. First, Council Chair could automatically request that these type items (resolutions honoring or recognizing a citizen or organization) be voted on in the Motion period (request unanimous consent). Second, Council Rules could be amended to allow resolutions honoring or recognizing a citizen or organization be placed automatically on an agenda for voting (Rule 1.7 (b)).

Richland County Council Request of Action

Subject

Report of the Airport Commission:

- a. Approval of Agreement to Sell Curtiss-Wright Hangar
- b. An Ordinance Authorizing a Deed to CW Hangar Partners, LLC, for approximately 2.29 acres of land, constituting a portion of Richland County TMS # 13702-09-01A **[FIRST READING] [PAGES 198-200]**

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

AN ORDINANCE AUTHORIZING A DEED TO CW HANGAR PARTNERS, LLC, FOR APPROXIMATELY 2.29 ACRES OF LAND, CONSTITUTING A PORTION OF RICHLAND COUNTY TMS # 13702-09-01A.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to CW HANGAR PARTNERS, LLC, for certain real property known as a portion of Richland County TMS# 13702-09-01A and consisting of approximately 2.29 acres, as is more specifically described in Exhibit A, which is attached hereto and incorporated herein.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____ , 2013.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin Washington, Chair

Attest this _____ day of
_____, 2013.

Michelle Onley
Interim 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:

LETTER OF TRANSMITTAL



1320 Main Street, Suite 400 Columbia, South Carolina 29201 803.786.4261 tel. 803.786.4263 fax

TO: Jim Hamilton - L.B. Owens Airport
1400 Jim Hamilton Boulevard
Columbia, South Carolina 29205

DATE: January 14, 2013

ATTENTION: Christopher S. Eversmann

RE: Plat of Curtiss Wright Hangar

We are sending via: Overnight Regular Mail Pick-up Hand Delivered

The following items: Correspondence Plans Plats Other as listed below:

COPIES	DATE	NO.	DESCRIPTION
6	01/14/13		11x17 signed and sealed plat of the new boundary around the Curtiss Wright Hangar.

THESE ARE TRANSMITTED as checked below:

- For Approval As Requested Approved as Submitted Returned for Corrections
 For Your Use For Review and Comment Approved as Noted Forward to Subcontractor

REMARKS:

Thanks Mr. Eversmann

COPY TO: File

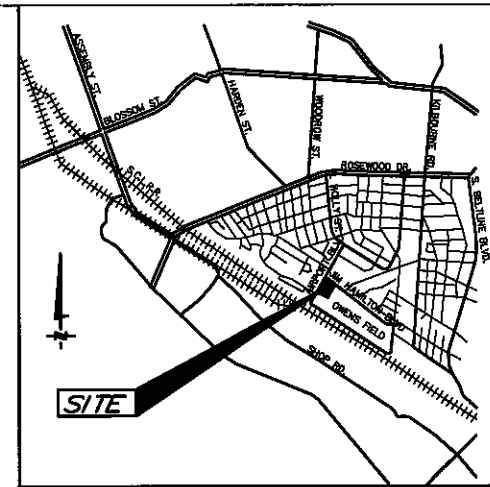
SIGNED:

NOTES:

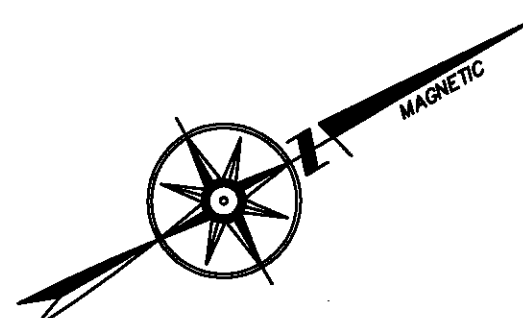
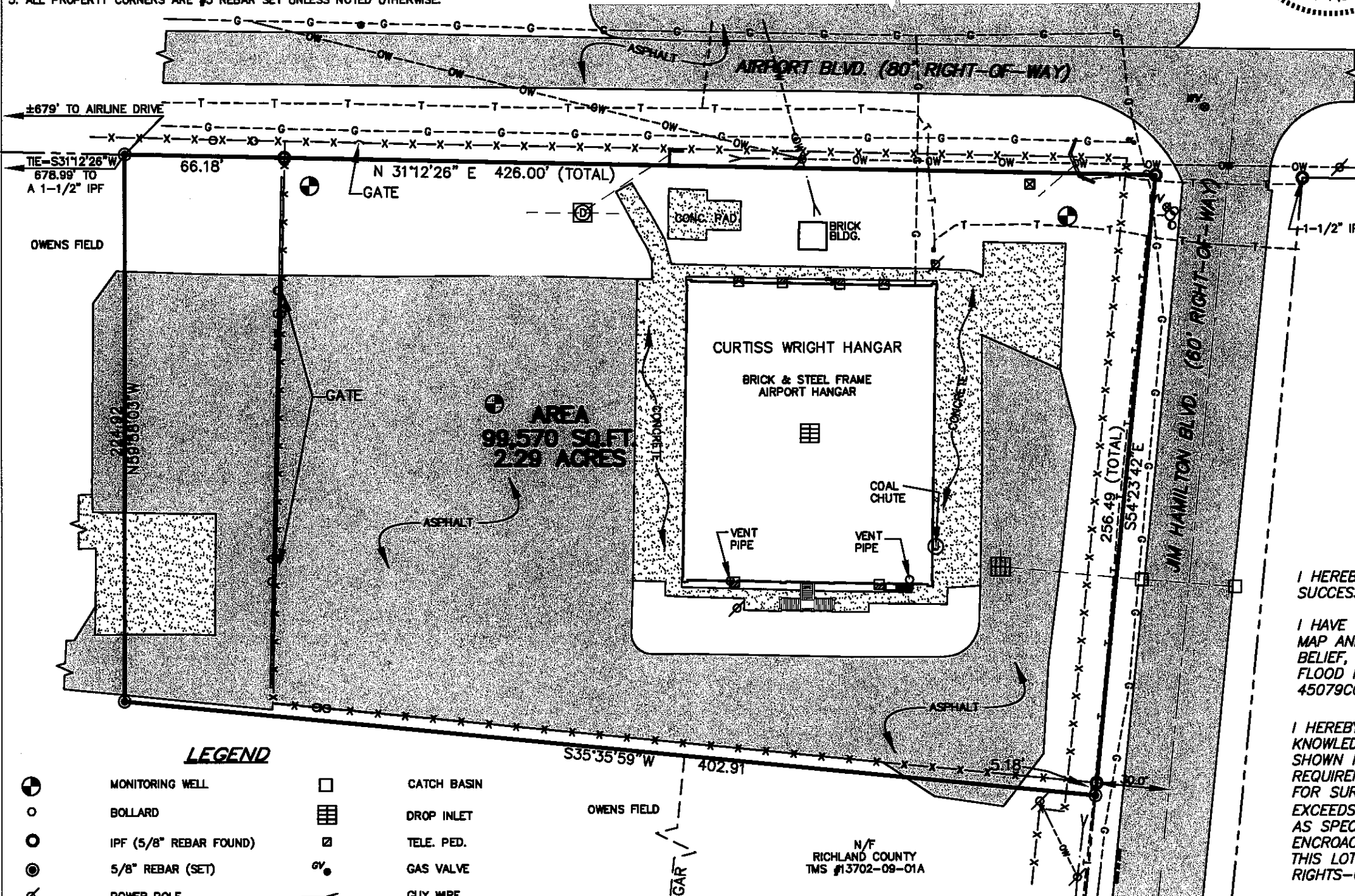
1. TAX MAP #13702-09-01A
2. BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE AND EXISTING CONDITIONS OBSERVED ON DATE OF SURVEY 01/07/13.
3. NO ABSTRACT TITLE, NOR TITLE COMMITMENT, OR RESULTS OF TITLE SEARCH WERE FURNISHED TO THE SURVEYOR. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR RESTRICTIONS NOT OBSERVED.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR EXAMINED OR CONSIDERED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
5. ALL PROPERTY CORNERS ARE #5 REBAR SET UNLESS NOTED OTHERWISE.

REFERENCES

1. A PLAT PREPARED FOR H. R. BURG BY WILLIAM WINGFIELD DATED NOV. 7, 1962 AND RECORDED IN THE RMC FOR RICHLAND COUNTY IN PLAT BOOK X AT PAGE 1165.
2. AS-BUILT DRAWINGS OF JIM HAMILTON BLVD. (OWENS FIELD) BY RICHLAND COUNTY PUBLIC WORKS AND ENGINEERING DATED 10/10/94.



LOCATION MAP (N.T.S.)



I HEREBY CERTIFY TO RICHLAND COUNTY, ITS SUCCESSORS AND ASSIGNS THAT:

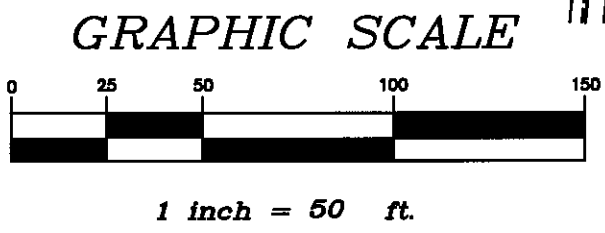
I HAVE CONSULTED THE FEMA FLOOD INSURANCE RATE MAP AND, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SUBJECT PROPERTY IS NOT LOCATED IN A FLOOD HAZARD ZONE. COMMUNITY PANEL NUMBER: 45079C0094H DATE: FEBRUARY 20, 2002 AND;

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN. THIS LOT IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIONS OF RECORD.

Karl E. Alewine
 KARL E. ALEWINE
 S.C. PROFESSIONAL LAND SURVEYOR NO. 22740

LEGEND

	MONITORING WELL		CATCH BASIN
	BOLLARD		DROP INLET
	IPF (5/8" REBAR FOUND)		TELE. PED.
	5/8" REBAR (SET)		GAS VALVE
	POWER POLE		GUY WIRE
	WATER METER		UTILITY MANHOLE
	WATER VALVE		CHAIN LINK FENCE
	FIRE HYDRANT		UNDERGROUND GAS LINE
	ROOF DRAIN		UNDERGROUND TEL. CABLE
	JUNCTION BOX		OVERHEAD WIRE



W.K. DICKSON
 community infrastructure consultants
 Transportation + Water Resources
 Urban Development + Geomatics
 1320 Main Street, Suite 400
 Columbia, SC 29201
 803.789.4251 (P)
 803.789.4252 (F)
 www.wkdickson.com

WKD PROJ.: 2018004.00.CA
 PROJ. ORIGIN DATE: 01/09/13
 P.M.: KEA
 PRIN.: TAM

2.29 ACRES

REV. RECORD:

BY	DATE	DESCRIPTION

PROJECT NAME:
 BOUNDARY SURVEY
 of the
 CURTISS WRIGHT
 HANGAR PARCEL
 at the
 JIM HAMILTON-
 L.B. OWENS AIRPORT

OWNER OR CLIENT:
 PLAT PREPARED FOR
 RICHLAND COUNTY
 COLUMBIA
 RICHLAND COUNTY
 SOUTH CAROLINA

1" = 50'

DRAWING NUMBER:
 1 of 1

PLOT DATE: 1/14/2013

Richland County Council Request of Action

Subject

A Resolution to appoint and commission Kelly Wright as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGES 201-202**]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION KELLY WRIGHT 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 Kelly Wright 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 her 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, Kelly Wright shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Kelly Wright is no longer employed by Richland County to enforce the County's animal care regulations.

ADOPTED THIS THE DAY OF , 2013.

Kelvin E. Washington, Chair
Richland County Council

Attest: _____
Michelle Onley
Clerk of Council

Richland County Council Request of Action

Subject

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

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

b. I move to direct staff to draft appropriate language so as to codify unsafe housing regulations within Chapter 6 of the County Code of Ordinances, which are consistent with the International Property Maintenance Code, as amended **[RUSH]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda