



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**NOVEMBER 19, 2013
6:00 PM**

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

INVOCATION THE HONORABLE DAMON JETER

PLEDGE OF ALLEGIANCE THE HONORABLE DAMON JETER

Presentation Of Resolutions

1. a. "Pancreatic Cancer Month" Proclamation [MALINOWSKI]
- b. Resolution honoring the Richland County Sheriff's Department on being a recipient of the prestigious Freedom Award [MALINOWSKI]

Approval Of Minutes

2. Regular Session: November 5, 2013 [PAGES 7-22]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Monticello Road Litigation Update

Citizen's Input

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

Report Of The County Administrator

5. a. Retreat Format
- b. Detainee Drop-Off Update

Report Of The Clerk Of Council

6. a. Retreat Location [**ACTION**]
 1. Madren Conference Center, Clemson, SC [**PAGES 27-37**] *{AVAILABLE}*
 2. Parklane Adult Activity Center, Columbia, SC *{AVAILABLE}*
 3. McEntire National Guard Base, Eastover, SC *{NOT AVAILABLE}*
 4. Hilton Head Marriott *{AWAITING RESPONSE}*
 5. Norfolk Southern Conference Center, Dorchester County *{AWAITING RESPONSE}*
- b. 2014 Council Meeting Schedule [**ACTION**] [**PAGES 38-39**]
- c. National Guard Museum Tour [**ACTION**]
- d. REMINDER: EngenuitySC Ignite, November 20, 5:15 PM-8:00 PM, The Zone-Williams Brice Stadium

Report Of The Chairman

7. a. Courthouse Ad Hoc Committee

Presentations

8. Columbia Metropolitan Airport: Dan Mann, Executive Director

Open/Close Public Hearings

9. a. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Fairfield County; and other related matters

Approval Of Consent Items

10. 13-28MA
 John Kilmartin
 M-1 to RU (14.01 Acres)
 Broad River Road
 02600-09-05(p) [**THIRD READING**] [**PAGES 43-46**]
11. 13-33MA
 Carolyn Peake
 RU to GC (4.097 Acres)
 10931 & 10901 Two Notch Road
 29000-01-01/05 & 29004-01-02 [**THIRD READING**] [**PAGES 47-48**]
12. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-21, Rules of Construction

Information; Subsection (b), General Rules of Construction; Paragraph (9), Contiguous [**THIRD READING**] [**PAGES 49-51**]

13. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; so as to delete manufactured home parks from the M-1 Zoning District [**THIRD READING**] [**PAGES 52-54**]
14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (26) Special Congregate Facilities; so as to provide additional requirements for same [**THIRD READING**] [**PAGES 55-58**]
15. An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; so as to reference the 2012 Edition of the International Building Code [**SECOND READING**] [**PAGES 59-63**]
16. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Fairfield County; and other related matters [**SECOND READING**] [**PAGES 64-67**]

Third Reading Items

17. An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 [**PAGES 68-72**]
18. An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture--Next Exhibit Capital [**PAGES 73-84**]

Second Reading Items

19. 13-31MA
Ron Johnson
RU to RS-LD (25.54 Acres)
Longtown Road West
17613-02-08(p) [**PAGES 85-87**]
20. An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$615,622.56 of General Fund Unassigned Balance for voting machines and related equipment in the Board of Elections and Voter Registration Department [**PAGES 88-100**]
21. An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Ruby, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended; and other related matters [**PAGES 101-129**]
- 22.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds, so as to clarify and revise the language therein **[PAGES 130-133]**

First Reading Items

23. An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions, and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to "Franchise" and so as to require trash to be bagged in a phased-in manner **[PAGES 134-139]**

Report Of Economic Development Committee

24. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters. **[FIRST READING BY TITLE ONLY] [PAGE 140-141]**

Report Of Rules And Appointments Committee

1. Notification Of Appointments

25. Planning Commission-2; there are currently two appointments to be made to this commission; applications were received from the following: **[PAGES 142-153]**

Marilyn Joyner
Robert A. Lapin
Greg L. Lehman
Edward "Eddie" Yandle

Other Items

26. Richland Library Referendum Resolution: Declaring the results of the November 5, 2013 referendum **[PAGES 154-164]**
27. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE: **[PAGES 165-197]**
 - a. South Carolina Department of Transportation Intergovernmental Agreement Discussion
 - b. Update on Beta Tract Mitigation Bank **[ACTION]**

Citizen's Input

28. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

29. a. Due to active interest from several commercial real estate firms in the Huger Street Central

Court and Sheriff's Dept. properties, I move that the Administrator move forward to secure an appraisal of the property as a preliminary step in disposing of said property once the Decker Center project is completed in early 2015 [PEARCE]

b. In an action taken by Council at its November 5th meeting, the County Administrator was directed to locate an independent consultant to provide Council with further information regarding either the sale or privatization of Richland County's sewer systems. There was no consideration given as to the cost of said consultant. This motion requests that the proposed contract with the yet to be named consultant recommended for this project be presented to Council for consideration prior to approval. [PEARCE]

Adjournment



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

- a. "Pancreatic Cancer Month" Proclamation [**MALINOWSKI**]
- b. Resolution honoring the Richland County Sheriff's Department on being a recipient of the prestigious Freedom Award [**MALINOWSKI**]

Richland County Council Request of Action

Subject

Regular Session: November 5, 2013 [PAGES 7-22]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
NOVEMBER 5, 2013
6:00 PM**

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	Greg Pearce
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, Roxanne Ancheta, Sparty Hammett, Warren Harley, Brad Farrar, Amelia Linder, Quinton Epps, Buddy Atkins, Geo Price, Beverly Harris, Justine Jones, Rob Perry, Rudy, Curtis, Kecia Lara, Daniel Driggers, Sara Salley, Andy Metts, Pam Davis, Rodolfo Callwood, Tracy Hegler, Dale Welch, John Hixon, Randy Cherry, Nelson Lindsay, Ismail Ozbek, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:03 p.m.

INVOCATION

The Invocation was given by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

APPROVAL OF MINUTES

Regular Session: October 15, 2013 – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

Zoning Public Hearing: October 22, 2013 – Mr. Malinowski moved, seconded by Mr. Jackson, to reconsider Case #13-32MA. A discussion took place.

The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Dickerson, to defer the item to the December Zoning Public Hearing. The vote in favor was unanimous.

Mr. Jackson moved, seconded by Ms. Dixon, to approve the minutes with the exclusion of Case #13-32MA. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Livingston moved, seconded by Ms. Dickerson, to move Item #53 “Authorizing the use of a portion of funds to be reimbursed to the County by the Central Midlands Regional Transit Authority (CMRTA) as the local match for a study of Rural Transit Services to be conducted by the Central Midlands Council of Governments (CMCOG) to immediately following the adoption of the agenda. The vote in favor was unanimous.

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

Authorizing the use of a portion of funds to be reimbursed to the County by the Central Midlands Regional Transit Authority (CMRTA) as the local match for a study of Rural Transit Services to be conducted by the Central Midlands Council of Governments (CMCOG) [FIRST READING] – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. City of Columbia Election Fees
- b. Act 388 Litigation
- c. Update on the Village at Sandhills

CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Results of Bond Sale** – Mr. McDonald stated that the most recent \$17 million bond sale took place last week. The interest rate for the \$5 million refunding portion was 0.4%. The interest rate for the remaining \$12 million was 2.1%. Both interest rates are attributed to the County recent bond rating update.

REPORT OF THE CLERK OF COUNCIL

- a. **Retreat Location** – Ms. Onley stated that Councilman Manning’s proposal for the Madren Conference Center in Clemson was the only proposal received by the Clerk’s Office for a retreat location.
- b. **Columbia Urban League Dinner, November 7, 6:00 PM, Columbia Metropolitan Convention Center** – Ms. Onley stated that the Columbia Urban League Dinner is scheduled for November 7th at 6:00 PM at the Convention Center.
- c. **9th Annual Korean Fall Festival, November 9, 11:00 AM-8:00 PM, Korean Community Church, 1412 Richland Street** – Ms. Onley stated that the 9th Annual Korean Fall Festival is scheduled for November 9th at 11:00 AM-8:00 PM at the Korean Community Church located at 1412 Richland Street.
- d. **Lower Richland Veteran’s Day Parade, November 9, 11:00 AM, Lower Richland Boulevard & Black Swamp Road** – Ms. Onley stated that Lower Richland will be hosting a Veteran’s Day Parade on November 9th at 11:00 AM.
- e. **Korean Era Veteran’s Recognition Ceremony, November 13, 1:00 PM, Township Auditorium** – Ms. Onley stated that Council is invited to participate in the Korean Era Veteran’s Recognition Ceremony on November 13th, 1:00 PM at the Township Auditorium.

REPORT OF THE CHAIR

No report was given.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; so as to create a new section to handle roadway improvements in the Town of Irmo, South Carolina; and Amending Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-6(a); so as to accommodate the new section** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; Article III, Building Codes; Section 6-84,**

Boarded-Up Structures; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the “Property Maintenance” Division rather than the “Unsafe Housing” Division – No one signed up to speak.

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen; Section 6-66, so as to delete the requirement of Craftsmen Qualification Cards – No one signed up to speak.**
- **An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 – No one signed up to speak.**
- **An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture—Next Exhibit Capital – No one signed up to speak.**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions, and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to “Franchise” and so as to require trash to be bagged in a phased-in manner – Mr. David Williams spoke in opposition to the amended ordinance.**
- **An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add one full time position – No one signed up to speak.**
- **Resolution in Support of Bonds for Affordable Housing Project – No one signed up to speak.**
- **Adoption of Support Resolution Regarding Not Exceeding \$100,000,000 SC JEDA Revenue Empowerment Zone Bonds and Taxable Economic Development Revenue Bonds (Palmetto Compress Preservation Development, LLC Project), Series 2013 (the “Bonds”) – No one signed up to speak.**

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Article I, In General; so as to create a new section to handle roadway improvements in the Town of Irmo, South Carolina; and Amending Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-6(a); so as to accommodate the new section [THIRD READING]**

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Building and Building Regulations; Article III, Building Codes; Section 6-84, Boarded-Up Structures; so as to provide regulations for commercial boarded-up structures, as well as residential boarded-up structures; and to reference the “Property Maintenance” Division rather than the “Unsafe Housing” Division [THIRD READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article II, Administration; Division 4, Licensing and Bonding of Builders, Contractors and Craftsmen; Section 6-66, so as to delete the requirement of Craftsmen Qualification Cards [THIRD READING]**
- **13-28MA, John Kilmartin, M-1 to RU (14.01 Acres), Broad River Road, 02600-09-05(p) [SECOND READING]**
- **13-33MA, Carolyn Peake, RU to GC (4.097 Acres). 10931 & 10901 Two Notch Road, 29000-01-01/05 & 29004-01-02 [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-21, Rules of Construction Information; Subsection (b), General Rules of Construction; Paragraph (9), Contiguous [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; so as to delete manufactured home parks from the M-1 Zoning District [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (26), Special Congregate Facilities; so as to provide additional requirements for same [SECOND READING]**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; so as to reference the 2012 Edition of the International Building Code [FIRST READING]**
- **To direct the County’s legislative lobbyist to lobby the state legislature for the enactment of legislation to the authority that municipalities currently have for addressing overgrown lots**

- **Request to Purchase Real Property—Decker Boulevard Acquisition Project (FEMA Grant)** – Mr. Manning moved, seconded by Mr. Pearce, to reconsider this item. The motion for reconsideration failed .
- **Public Hearing and Resolution in Support of Bonds for Affordable Housing Project**
- **Richland County LED Lighting Pilot Project**

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

THIRD READING

An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 – Mr. Malinowski moved, seconded by Ms. Dixon, to defer this item until the November 19th Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture—Next Exhibit Capital – Mr. Manning moved, seconded by Mr. Pearce, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Dixon, to defer this item to the November 19th Council meeting.

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

The vote was in favor of deferral.

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add one full time position – Mr. Livingston moved, seconded by Mr. Jackson, to approve this item. A discussion took place.

The vote in favor was unanimous.

SECOND READING

13-31MA, Ron Johnson, RU to RS-LD (25.54 Acres), Longtown Road West, 17613-02-08(p)

– Mr. Rush moved, seconded by Ms. Dickerson, to defer this item until the November 19th Council meeting. The vote in favor was unanimous.

REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

Proposed Comprehensive Business Approval Process Framework for Applicants – Mr. Jackson moved to unanimously approve staff's recommendation to bring back a detailed process for applicants. The vote in favor was unanimous.

Bagging Yard Debris in Solid Waste Collection Service Areas 2 and 6 – Mr. Jeter moved, seconded by Mr. Jeter, to allow all trash to be picked up by the County. A discussion took place.

Mr. Rose made a substitute motion, seconded by Mr. Jeter, to direct staff to develop a plan to include: unlimited pickup of yard waste, composting of yard waste for reusability, to coordinate with Public Information and Sustainability Offices to educate the citizens on the proposed yard waste/composition program (i.e. yard waste not being placed in street), and to bring back the recommendations to Council at a future meeting. A discussion took place.

Mr. Jackson made a friendly amendment to immediately eliminate the bagging requirement.

Mr. Rose accepted the friendly amendment.

The vote was in favor of the substitute motion.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to "Franchise" and so as to require trash to be bagged in a phased-in manner [FIRST READING] – No action was taken.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Richland County Sheriff's Department Funding Request for Security Camera Array [TO TABLE] – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the committee's recommendation. A discussion took place.

The vote in favor was unanimous.

Elections & Voter Registration Office & Warehouse Consolidation – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve the committee's recommendation. A discussion took place.

The vote in favor was unanimous.

Approval of Elections & Voter Registration Budget Amendment [FIRST READING] – Mr. Malinowski moved, seconded by Mr. Jackson, to give First Reading to this item. A discussion took place.

The vote in favor was unanimous.

Midlands Healthcare Collaborative (MHC): Use of Third Floor in Richland County Health Department for Free Comprehensive Healthcare Center and In-Kind Assistance – Mr. Malinowski moved, seconded by Mr. Jackson, to approve the committee's recommendation. A discussion took place.

The vote in favor was unanimous.

Hospitality Tax Ordinance Agency Procurement – Mr. Livingston moved, seconded by Mr. Rose, to approve the committee's recommendation. A discussion took place.

Mr. Rush made a substitute motion, seconded by Ms. Dickerson, to direct staff to draft procurement guidelines for the Hospitality Tax ordinance agencies as they relate to funding provided by Richland County. The recommendations are to include input from the agency directors, as well as, suggestions regarding monitoring.

Hospitality Tax Ordinance Agency Spending in Unincorporated Richland County – Mr. Livingston moved, seconded by Ms. Dickerson, to defer this item.

Mr. Livingston withdrew his motion for deferral.

Ms. Dickerson moved, seconded by Mr. Jackson, to approve the committee's recommendation. The vote in favor was unanimous.

Request for Public Hearing and Adoption of Support Resolution regarding Not Exceeding \$100,000,000 South Carolina Jobs-Economic Development Authority Revenue Empowerment Zone Bonds and Taxable Economic Development Revenue Bonds (Palmetto Compress Preservation Developers, LLC Project), Series 2013 (the "Bonds") – A discussion took place.

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

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

An Ordinance Authorizing Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Ruby, pursuant to Title 12, Chapter 44,

Code of Laws of South Carolina, 1976, as amended; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote was in favor with Mr. Jeter abstaining from the vote.

Authorizing and Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Fairfield County; and other related matters – Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE RUELS AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Board of Assessment Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- b. **Building Codes Board of Appeals—1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- c. **Employee Grievance Committee—4** – Mr. Malinowski stated that the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- d. **Lexington/Richland Alcohol and Drug Abuse Council—2** – Mr. Malinowski stated that the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- e. **Midlands Workforce Development Board—1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- f. **Richland Memorial Hospital Board—3** – Mr. Malinowski stated that the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- g. **Planning Commission—1** – Mr. Malinowski stated that the committee recommended advertising for the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. **Accommodations Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for the vacancies. The vote in favor was unanimous.
- b. **Building Codes Board of Appeals—1** – Mr. Malinowski stated that the committee recommended appointing Ms. Ashley Scott. The vote in favor was unanimous.
- c. **Central Midlands Council of Governments—2** – Mr. Malinowski stated that the committee recommended re-appointing Mr. Anthony “Tony” Mizzell and re-advertising for the remaining vacancy. The vote in favor was unanimous.
- d. **Community Relations Council—1** – Mr. Malinowski stated that the committee recommended appointing Mr. Dwayne Smiling. The vote in favor was unanimous.
- e. **Hospitality Tax Committee—2** – Mr. Malinowski stated that the committee recommended re-advertising for the vacancies. The vote in favor was unanimous.
- f. **Planning Commission—2** – This item was held in committee.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Request that the SCAC post the Rules, Regulations, and Bylaws on the SCAC website and that each County and/or County Chair should have the opportunity to make a recommendation to the board regarding their representative when vacancies become available and that the representative should be term limited** – Mr. Malinowski stated that the committee recommended that staff contact a SCAC representative to request them to post the Rules, Regulations and Bylaws on the website. The vote in favor was unanimous.

The other two parts of the motion are presently addressed in the SCAC’s current bylaws; therefore, no action was necessary.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **Summary of visit to the York and Charleston County Transportation Programs** – This item was received as information.
- b. **Committee recommended approval of Request for Proposals and its release for Program Development Team** – Mr. Livingston stated that the committee recommended approval of the RFP for the Program Development Team. A discussion took place.

The vote in favor was unanimous.

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

- c. **Committee recommended approval of Request for Proposals and its release for On-Call Engineering Teams** – Mr. Livingston stated that the committee recommended approval of the RFP for the On-Call Engineering Teams. The vote in favor was unanimous.

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

- d. **Next scheduled meeting: Monday, November 18th at 2:00. Topic will be Intergovernmental Agreement (IGA) with SCDOT** – This item was received as information.

REPORT OF THE INTERNAL AUDIT COMMITTEE

- a. **Contract Approval: Build Your City, County, Country** – Ms. Dixon moved, seconded by Mr. Livingston, to negotiate a contract, to include estimated travel expenses, with Build Your City, County, Country, and bring back to Council prior to execution. A discussion took place.

The vote in favor was unanimous.

Mr. Jackson moved, seconded by Mr. Malinowski, to reconsider this item. The motion for reconsideration failed.

REPORT OF THE SEWER AD HOC COMMITTEE

- a. **Direct staff to provide Council with as much neutral information as possible with regards to the privatization of the system. This may involve engaging a consultant to obtain this information** – Mr. McDonald stated that the committee recommended that the County no longer consider the sale of the system as an option. A discussion took place.

Mr. Rush made a substitute motion, seconded by Mr. Malinowski, to provide a cost analysis of selling the system versus privatization of the system. A discussion took place.

The vote was in favor of the substitute motion.

REPORT OF THE HOSPITALITY TAX REVIEW COMMITTEE

a. Adding New Ordinance Agencies:

1. **Township** – Mr. Manning stated that the committee recommended the Township be considered for funding as a millage agency or Hospitality Tax agency as opposed to receiving Hospitality Tax funds on an annual basis. A discussion took place.

The vote in favor was unanimous.

2. **Renaissance Foundation** – No action was taken.

b. Reviewing equity and allowances related to the Ordinance Agencies and establish a mechanism for annual or every other year review of Ordinance Agency funding –

Mr. Manning stated that the committee recommended the Ordinance agencies and other Hospitality Tax funded organizations shall submit the same end reporting information (i.e. check stubs/check register). The vote in favor was unanimous.

- c. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds, so as to clarify and revise the language therein** – Mr. Manning stated that the committee recommended to make Hospitality Ordinance agencies funding amounts flexible, remove ordinance language discussing annual, automatic CPI-based increases and decreases. To allow in the budget process, the consideration of the budget amounts that are in the Hospitality Tax Ordinance (Columbia Museum of Art, Historic Columbia Foundation, EdVenture, and County Promotions) and have them on the floor each year for discussion and recommendation. It is further recommendation that First Reading be given to the amended ordinance. A discussion took place.

The vote was in favor.

REPORT OF THE JAIL AD HOC COMMITTEE

- a. **Management/Operational Study Contract** – Mr. Rose stated that the committee recommended authorizing staff to negotiate and award a contract, not to exceed \$139,000, to Pulitzer Bogard & Associates. A discussion took place.

The vote was in favor.

CITIZENS' INPUT

Mr. Willie Washington spoke regarding Hospitality Tax funding for Benedict College.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 8:37 p.m. and came out at approximately 8:52 p.m.
=====

- a. **City of Columbia Election Fees** – Mr. Malinowski moved that Richland County not pay the legal fees or costs and not enter into an agreement to pay legal fees or costs under any circumstances for any party of entity that requests the Board of Elections and Voter Registration of Richland County (the “Board”) to conduct an election. I further move, that any party or entity requesting that the Board conduct an election so long as the Board is funded by Richland County shall be responsible for paying the Board’s and Richland County’s legal fees and costs if the County or the Board is named as a defendant in a lawsuit in any court as a result of an error or omission on the part of the party or entity requesting that the Board conduct the election at issue, or if the lawsuit arises from that party’s or entity’s election process. The vote in favor was unanimous with Mr. Livingston abstaining.
- b. **Act 388 Litigation** – Ms. Dixon moved, seconded by Mr. Malinowski, to retain counsel as directed in Executive Session. The vote in favor was unanimous.
- c. **Update on the Village at Sandhills** – No action was taken.

MOTION PERIOD

- a. **Richland County will perform a County-wide disparity study [WASHINGTON]** – This item was referred to the A&F Committee.
- b. **Richland County will develop a “Water & Sewer Authority” [WASHINGTON]** – This item was referred to the D&S Committee.
- c. **The County will hire an expert in the field of hydrology to develop a plan and be responsible for implementation of drainage and ditch program [WASHINGTON]** – This item was referred to the A&F Committee.
- d. **To add to the Internal Audit list the following departments: Planning and Human Resources [DIXON]** – This item was referred to the Internal Audit Committee.
- e. **Move that Council fund the County Sheriff’s Office as needed to implement the Richland County Sheriff’s Department public safety plan for the 5 Points area in coordination with the Columbia Police Department and other law enforcement agencies [ROSE]** – This item was referred to the A&F Committee.

- f. **Move to explore other programs for at risk youth that have been successful in other jurisdictions to curb gang and/or crime affiliation by youth [ROSE]** – This item was referred to the A&F Committee.
- g. **Resolution Acknowledging Richland County and South Carolina’s Sexual Trauma Statistics [MANNING]** – Mr. Manning moved, seconded by Mr. Pearce, to adopt a resolution acknowledging Richland County and South Carolina’s Sexual Trauma Statistics. The vote in favor was unanimous.
- h. **Resolution for Sister-County status with Taiwan [WASHINGTON]** – Mr. Jackson moved, seconded by Mr. Washington, to adopt a resolution establishing Sister-County status with Taiwan. The vote in favor was unanimous.
- i. **All entities who submit annual budget requests for Richland County and receive funding based on that request will submit an annual report prior to the budget meetings that show additional funds received that year from all other sources, including in-kind contributions. The purpose of this motion is to have every agency receiving budget funds from taxpayer monies being treated equal [MALINOWSKI]** – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 8:56 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. Monticello Road Litigation Update

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. Retreat Format
- b. Detainee Drop-Off Update

Richland County Council Request of Action

Subject

- a. Retreat Location **[ACTION]**
 - 1. Madren Conference Center, Clemson, SC **[PAGES 27-37] {AVAILABLE}**
 - 2. Parklane Adult Activity Center, Columbia, SC **{AVAILABLE}**
 - 3. McEntire National Guard Base, Eastover, SC **{NOT AVAILABLE}**
 - 4. Hilton Head Marriott **{AWAITING RESPONSE}**
 - 5. Norfolk Southern Conference Center, Dorchester County **{AWAITING RESPONSE}**
- b. 2014 Council Meeting Schedule **[ACTION] [PAGES 38-39]**
- c. National Guard Museum Tour **[ACTION]**
- d. REMINDER: EngenuitySC Ignite, November 20, 5:15 PM-8:00 PM, The Zone-Williams Brice Stadium

**Clemson University's Conference
Center and Inn
Clemson, SC
*Experience Clemson***





Nestled in the Foothills of the Blue Ridge Mountains...



Clemson, South Carolina

CLEMSON UNIVERSITY
*Conference
Center & Inn* 



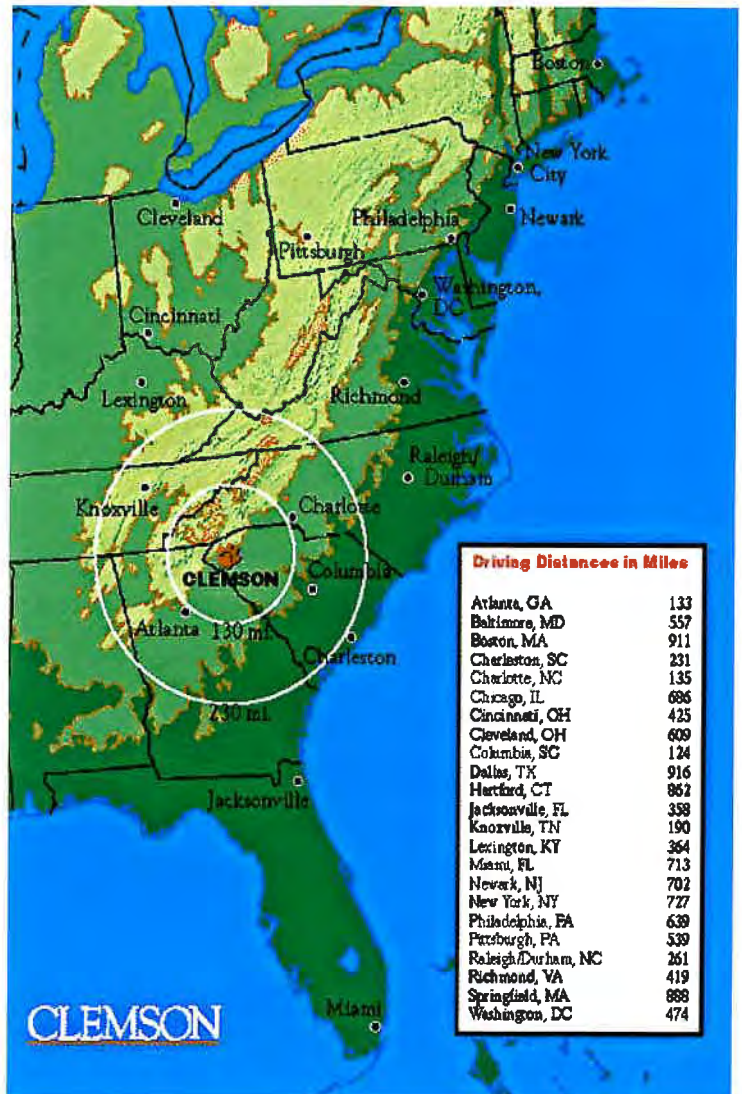
Clemson is conveniently located between Atlanta, Georgia and Charlotte, North Carolina on Interstate 85 just 40 minutes from the Greenville-Spartanburg International Airport.

From the North

Take I-85 south to exit #19B. Exit toward Clemson University (Follow the Tiger Paws). Follow Highway 76/28 west for approximately 12 miles. At traffic light by the Army Reserve Center, turn left onto Perimeter Road (Pearman Boulevard). Go approximately one mile to the first traffic light and turn left onto Cherry Road. Go 1/2 mile and take the first right onto Old Stadium Road. Go 1/3 mile and turn left onto Madren Center Drive. You have just reached the Conference Center and Inn.

From the South

Take I-85 north to exit #14. Turn left onto Highway 187 toward Pendleton and proceed approximately 6 miles to traffic light at intersection with Highway 76/28. Turn left and follow west for approximately 6 miles. At the traffic light by the Army Reserve Center, turn left onto Perimeter Road (Pearman Boulevard). Go approximately one mile to the first traffic light and turn left onto Cherry Road. Go 1/2 mile and take the first right onto Old Stadium Road. Go 1/3 mile and turn left onto Madren Center Drive. You have just reached the Conference Center and Inn.



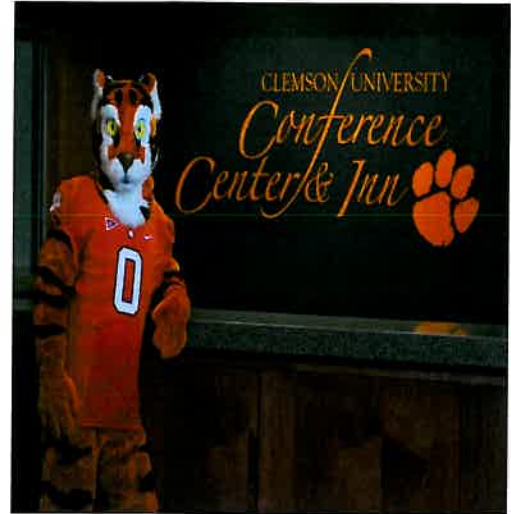


Cradled by the majestic Lake Hartwell, Clemson University's Conference Center and Inn University offers an exceptional setting for conferences, seminars and recreation.

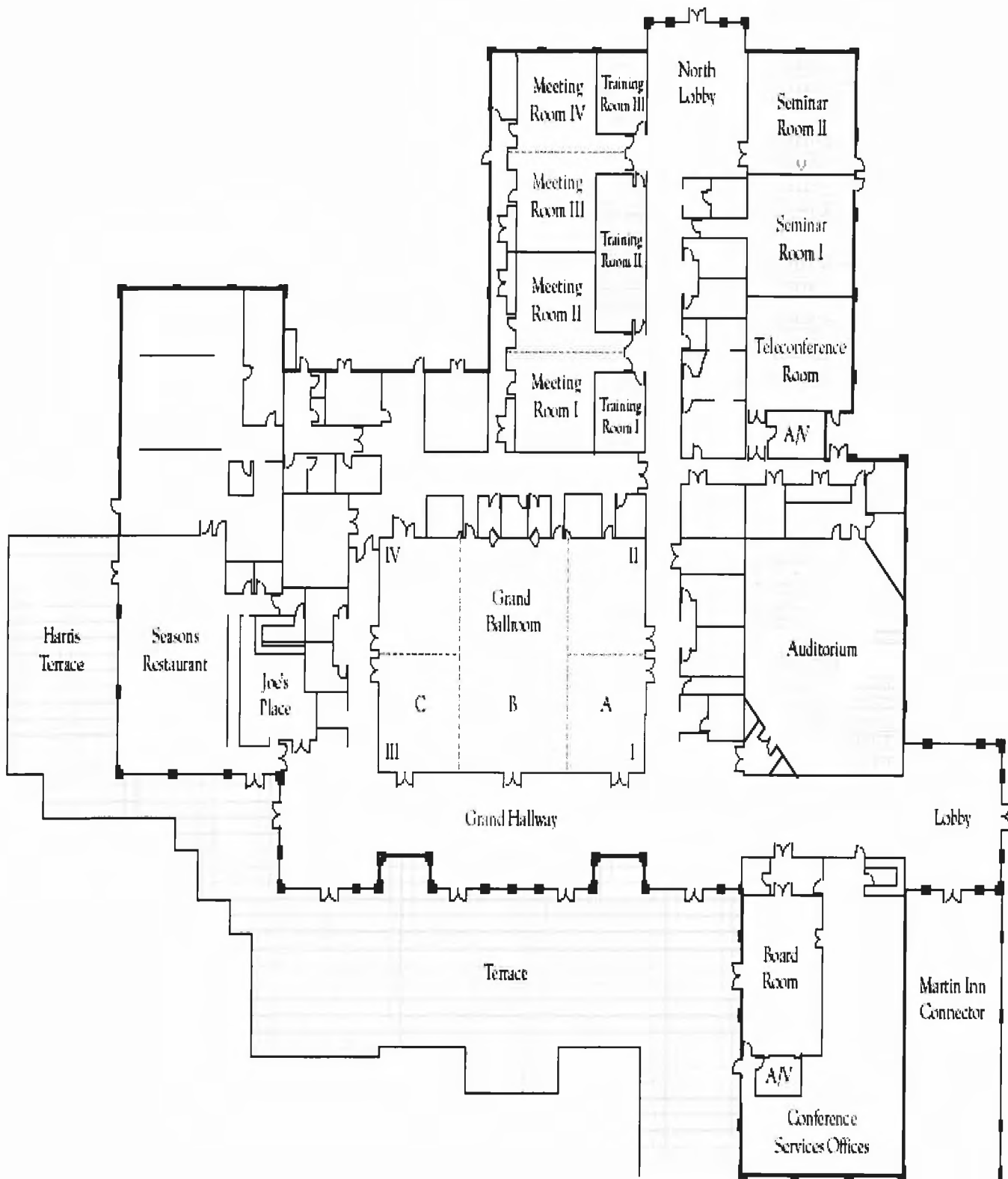
Our meeting space in the Madren Conference Center, luxury guest rooms at The James F. Martin Inn and fine dining at Seasons by the Lake restaurant are all conveniently under one roof. Surrounded by the beautiful 18-hole championship Walker Course, this setting has every amenity you need for business or pleasure.



Clemson University's Conference Center and Inn offers over 17,000 square feet of meeting space including a tiered auditorium, executive boardroom, seminar rooms and generous pre-function space. The Owen Pavilion, overlooking the lake, provides the perfect outdoor venue for special functions.



The Conference Center and Inn offers in-house catering and complete audiovisual services to accommodate all of your meeting needs.





Stay and enjoy classic comfort at **The James F. Martin Inn.**



CLEMSON

U N I V E R S I T Y



Clemson University was founded in 1889, a legacy of Thomas Green Clemson, who willed his Fort Hill plantation home, its surrounding farmlands and forest, and other property to the state of South Carolina to establish a technical and scientific institution for South Carolina. Clemson opened its doors to 446 students as a military college in 1893.

Today, Clemson is classified by the Carnegie Foundation as a Doctoral/Research University-Extensive, a category comprising less than 4 percent of all universities in America. More than 16,000 students select from undergraduate and graduate degree programs in more than 70 fields of study offered by five colleges: Agriculture, Forestry and Life Sciences; Architecture, Arts and Humanities; Business and Behavioral Science; and Health, Education and Human Development.



Experience Clemson



POINTS OF INTEREST

Get acquainted with the landmarks and traditions of Clemson like the Fran Hanson Discovery Center and the South Carolina Botanical Gardens.

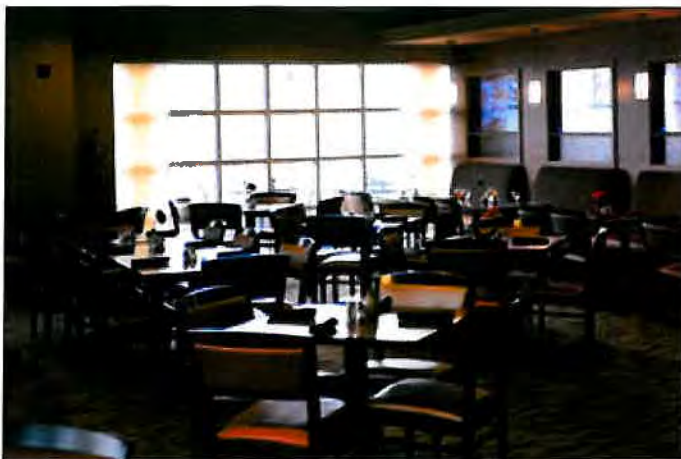
SHOPPING

Enjoy quaint shopping and experience the charming, village atmosphere of downtown Clemson.



DINING

Encounter a true taste of South Carolina. Clemson offers a vast array of fast food, casual and fine dining experiences. Clemson University also produces a hand-made blue cheese in the finest craft tradition served at The Conference Center and Inn's very own Seasons By The Lake restaurant.





We Will See You In Clemson!

2014 COUNCIL MEETING DATES



MONTH/DATE

MEETING

JANUARY

7	Regular Session @ 6:00
21	Regular Session @ 6:00
28	Committees @ 5:00
28	Zoning Public Hearing @ 7:00

FEBRUARY

4	Regular Session @ 6:00
18	Regular Session @ 6:00
25	Committees @ 5:00
25	Zoning Public Hearing @ 7:00

MARCH

4	Regular Session @ 6:00
18	Regular Session @ 6:00
25	Committees @ 5:00
25	Zoning Public Hearing @ 7:00

APRIL

1	Regular Session @ 6:00
15	Regular Session @ 6:00
22	Committee @ 5:00
22	Zoning Public Hearing @ 7:00

MAY

6	Regular Session @ 6:00
20	Regular Session @ 6:00
27	Committees @ 5:00
27	Zoning Public Hearing @ 7:00

(Please note: Special Called Meetings may be held during this month to discuss budget issues.)

JUNE

3	Regular Session @ 6:00
17	Regular Session @ 6:00
24	Committees @ 5:00
24	Zoning Public Hearing @ 7:00

MONTH/DATE

MEETING

JULY

1	Regular Session @ 6:00
15	Regular Session @ 6:00
22	Committees @ 5:00
22	Zoning Public Hearing @ 7:00

(Please note there may be a Special Called Meeting this month due to the Council's break in August.)

AUGUST

Council Break

SEPTEMBER

9	Regular Session @ 6:00
16	Regular Session @ 6:00
23	Committees @ 5:00
23	Zoning Public Hearing @ 7:00

OCTOBER

7	Regular Session @ 6:00
21	Regular Session @ 6:00
28	Committees @ 5:00
28	Zoning Public Hearing @ 7:00

NOVEMBER

11	Regular Session @ 6:00
18	Regular Session @ 6:00
25	Committees @ 5:00
25	Zoning Public Hearing

(Please note: Dates are subject to change due to the Thanksgiving Holiday)

DECEMBER

2	Regular Session @ 6:00
9	Regular Session @ 6:00
16	Committees @ 5:00
16	Zoning Public Hearing

(Please note: Due to the Holiday Season, Committee meetings and/or Zoning Public Hearing will be determined during the first weeks of December)

- **Meeting Dates are subject to change and/or additional dates may be added.**
- Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Contact Suzie Haynes at (803) 576-2176 for further information.

Visit our Website at www.rcgov.us for updated information.

For more information, please contact the Clerk of Council Office @ (803) 576-2061.

Richland County Council Request of Action

Subject

- a. Courthouse Ad Hoc Committee

Richland County Council Request of Action

Subject

Columbia Metropolitan Airport: Dan Mann, Executive Director

Richland County Council Request of Action

Subject

a. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Fairfield County; and other related matters

Richland County Council Request of Action

Subject

13-28MA
John Kilmartin
M-1 to RU (14.01 Acres)
Broad River Road
02600-09-05(p) **[THIRD READING] [PAGES 43-46]**

Notes

First Reading: October 22, 2013
Second Reading: November 5, 2013
Third Reading:
Public Hearing: October 22, 2013

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 02600-09-05 FROM M-1 (LIGHT INDUSTRIAL DISTRICT) ZONING TO RU (RURAL DISTRICT) ZONING; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 02600-09-05 from M-1 (Light Industrial District) zoning to RU (Rural District) zoning; as further shown on Exhibit A, which is attached hereto and incorporated herein.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of
_____, 2013.

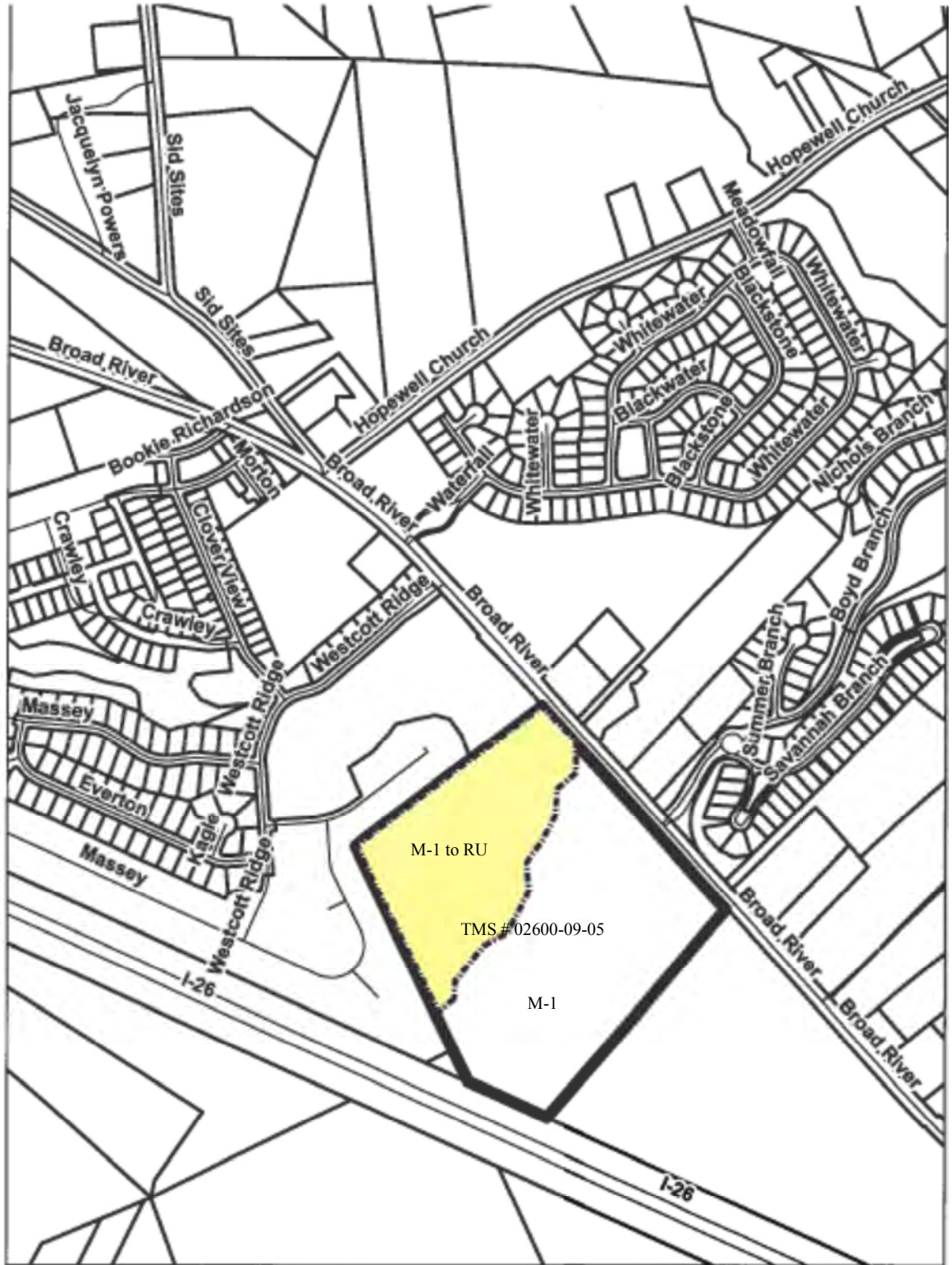
Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 22, 2013
First Reading: October 22, 2013
Second Reading: November 5, 2013 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

13-33MA
Carolyn Peake
RU to GC (4.097 Acres)
10931 & 10901 Two Notch Road
29000-01-01/05 & 29004-01-02 **[THIRD READING] [PAGES 47-48]**

Notes

First Reading: October 22, 2013
Second Reading: November 5, 2013
Third Reading:
Public Hearing: October 22, 2013

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 29000-01-01/05 AND TMS # 29004-01-02 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 29000-01-01/05 and TMS # 29004-01-02 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of
_____, 2013.

Michelle Onley
Clerk of Council

Public Hearing: October 22, 2013
First Reading: October 22, 2013
Second Reading: November 5, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction/Definitions; Section 26-21, Rules of Construction Information; Subsection (b), General Rules of Construction; Paragraph (9), Contiguous **[THIRD READING] [PAGES 49-51]**

Notes

First Reading: October 22, 2013

Second Reading: November 5, 2013

Third Reading:

Public Hearing: October 22, 2013

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION/DEFINITIONS; SECTION 26-21, RULES OF CONSTRUCTION INFORMATION; SUBSECTION (B), GENERAL RULES OF CONSTRUCTION; PARAGRAPH (9), CONTIGUOUS.

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 II, Rules of Construction/Definitions; Section 26-21, Rules of Construction; Subsection (b), General Rules of Construction; Paragraph (9); is hereby amended to read as follows:

(9) *Contiguous.* The word “contiguous”, as applied to lots or districts, shall be interpreted as meaning ~~“having a common boundary of ten (10) or more feet in length”~~.

a. Touching along a common boundary for at least 15 feet.

b. The contiguity of land areas shall not be affected by existence between them of a road or alley; a public or private right-of-way; a public or private transportation or utility right-of-way; a river, creek, stream, or other natural or artificial waterway; provided, however, the contiguity of land areas shall be assumed to be disrupted by the existence of a thoroughfare road or a principal arterial road, as they are defined under Section 26-22.

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 _____, 2013.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 22, 2013
First Reading: October 22, 2013
Second Reading: November 5, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; so as to delete manufactured home parks from the M-1 Zoning District **[THIRD READING] [PAGES 52-54]**

Notes

First Reading: October 22, 2013

Second Reading: November 5, 2013

Third Reading:

Public Hearing: October 22, 2013

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SO AS TO DELETE MANUFACTURED HOME PARKS FROM THE M-1 ZONING DISTRICT.

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 VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b) Permitted uses with special requirements listed by zoning district; Paragraph (45) Manufactured Home Parks.; is hereby amended to read as follows:

(45) Manufactured Home Parks - (MH, ~~M-1~~)

SECTION II. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c) Standards; Subparagraph (45) Manufactured Home Parks; Clause a; is hereby amended to read as follows:

a. Use districts: Manufactured Home; ~~M-1 Light Industrial~~.

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 enforced from and after _____, 2013.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE _____ DAY

OF _____, 2012.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing:	October 22, 2013
First Reading:	October 22, 2013
Second Reading:	November 5, 2013
Third Reading:	

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (26) Special Congregate Facilities; so as to provide additional requirements for same **[THIRD READING] [PAGES 55-58]**

Notes

First Reading: October 22, 2013

Second Reading: November 5, 2013

Third Reading:

Public Hearing: October 22, 2013

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VI, SUPPLEMENTAL USE STANDARDS; SECTION 26-152, SPECIAL EXCEPTIONS; SUBSECTION (D), STANDARDS; PARAGRAPH (26) SPECIAL CONGREGATE FACILITIES; SO AS TO PROVIDE ADDITIONAL REQUIREMENTS FOR SAME.

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 VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (26), Special Congregate Facilities; is hereby amended to read as follows:

(26) *Special Congregate Facilities.*

- a. Use districts: Office and Institutional; General Commercial.
- b. The facility shall be operated and contained within the building of and operated by a governmental agency or a nonprofit organization.
- c. The facility operator(s) shall provide continuous on-site supervision by an employee(s) and/or a volunteer(s) during the hours of operation.
- d. No such facility shall be located within one quarter (1/4) mile of an existing congregate facility. The Board of Zoning Appeals may, however, in reviewing a special exception application, permit the clustering of special congregate facilities if it is determined that the location of such uses will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- e. For the purpose of noise abatement, organized outdoor activities may only be conducted between the hours of 8:00 a.m. and 9:00 p.m.
- f. The provider shall have a written management plan including, as applicable, provisions for staff training, neighborhood outreach, security, screening of residents to insure compatibility with services provided at the facility, and for training, counseling, and treatment programs for residents.
- g. The facility shall be located within one-half (1/2) mile of an existing bus route or a public transit transfer station.

h. Facilities shall establish and maintain set hours for client intake/discharge. These hours shall be posted at the site. There shall be no loitering at the facility or in the surrounding area when the facility is closed. It is the responsibility of the facility to enforce this requirement.

i. Unless provided at the facility, the facility shall be located within one-half (1/2) mile of the following:

1. Professional services, such as doctor's offices and legal services;

2. Grocery stores;

3. Job development centers; and

4. Providers of services often utilized by the cliental, (i.e., medical clinics, food banks, public transportation).

j. No facility shall be located within:

1. Three hundred (300) feet of any residential district;

2. One thousand (1,000) feet of a public or private daycare, elementary or secondary school; and/or

3. One thousand (1,000) feet of a public park or public library.

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 _____, 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

Public Hearing: October 22, 2013
First Reading: October 22, 2013
Second Reading: November 5, 2013 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; so as to reference the 2012 Edition of the International Building Code **[SECOND READING] [PAGES 59-63]**

Notes

October 22, 2013 - The Committee unanimously approved recommending that Council approve the request to correct the code.

First Reading: November 5, 2013
Second Reading:
Third Reading:
Public Hearing:

Richland County Council Request of Action

Subject: To correct reference to the 2006 edition of the International Building Code, since the 2012 edition is now in effect.

A. Purpose

County Council is requested to approve an ordinance to correct reference to the 2006 edition of the International Building Code, which is found under Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code.

B. Background / Discussion

On October 1, 2013, County Council enacted Ordinance No. 050-13HR, which adopted and codified the 2012 edition of the International Building Code, along with other various building codes. Unfortunately, staff did not realize at the time that Section 6-168 also needed to be amended to properly reference the 2012 International Building Code.

C. Legislative / Chronological History

Pursuant to its authority in Section 6-9-40 and in Section 6-9-50 of the SC Code of Laws, the South Carolina Building Codes Council recently adopted the 2011 edition of the National Electrical Code and the 2012 editions of the International Residential Code, International Building Code, International Plumbing Code, International Mechanical Code, International Fire Code, and International Property Maintenance Code, all such codes to go into effect throughout the state on July 1, 2013.

This is a staff-initiated request, as correcting the wrong code citation in Section 6-168 will avoid confusion should members of the public happened to notice it.

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to correct reference to the 2006 edition of the International Building Code, which is found under Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code by approving the attached ordinance. If this alternative is chosen, the County Code of Ordinances will be consistent with State law
2. Do not approve the request to correct reference to the 2006 edition of the International Building Code, which is found under Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code. If this alternative is chosen, the County and its citizens will still have to comply with the current edition of the 2012 edition of the International Building Code, but it will conflict with Ordinance 050-13HR and it may cause confusion among the public.

F. Recommendation

It is recommended that Council approve the request to correct reference to the wrong edition of the International Building Code by approving the attached ordinance, so that this information can be placed into the Richland County Code of Ordinances and on the internet, therefore being more available to interested citizens.

Recommended by: Donny Phipps Department: Building Codes & Inspections Date: 10/4/13

G. Reviews

Finance

Reviewed by Daniel Driggers:

Date: 10/7/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/8/13

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/8/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS; ARTICLE IX, SWIMMING POOL CODE; SECTION 6-168, REQUIREMENTS; SO AS TO REFERENCE THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; Article IX, Swimming Pool Code; Section 6-168, Requirements; is hereby amended to read as follows:

Sec. 6-168. Requirements.

In addition to the requirements imposed by the ~~2006~~ 2012 edition of the International Building Code, the following administrative requirements are hereby enacted:

- (1) A licensed swimming pool contractor shall be responsible for securing a permit from the County Building Official for the installation of an in-ground swimming pool.
- (2) In the event an approved wall, fence, or other substantial structure to completely enclose the proposed pool is not in existence at the time an application is made for the permit to install a pool, it shall be the responsibility of the property owner to have the enclosure installed prior to the final inspection and, further, to ensure that said structure remains in place as long as the swimming pool exists.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 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:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Fairfield County; and other related matters **[SECOND READING]**
[PAGES 64-67]

Notes

First Reading: November 5, 2013

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN FAIRFIELD COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Fairfield County, South Carolina (“Fairfield”), and Richland County, South Carolina (“Richland,” collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), dated April 15, 2003, the provisions of which govern the operation of the Park;

WHEREAS, Fairfield has negotiated certain property tax incentives with Element TV Company, LP and Element Real Estate Holdings, LLC (collectively, “Company”) to induce the Company to locate its investment in Fairfield;

WHEREAS, to provide an additional attraction to the Company to locate its investment in Fairfield, Fairfield desires to include the property located in Fairfield on which the Company’s investment is located, as described by the tax map number and address on the attached Exhibit A (“Property”), in the Park and has authorized the inclusion of the Property in the Park by Fairfield County Ordinance No. 618;

WHEREAS, pursuant to the terms of the Master Agreement, Fairfield requests that Richland adopt this companion Ordinance to complete the expansion of the boundaries of the Park and amendment to the Master Agreement to include the Property in the Park.

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council.

Section 2. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 3. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 4. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman of County Council
Richland County, South Carolina

(SEAL)
ATTEST:

Clerk to County Council
Richland County, South Carolina

READINGS:

First Reading:
Second Reading:
Third Reading:

EXHIBIT A
DESCRIPTION OF PROPERTY

392 U.S. Highway 321 Bypass North
Winnsboro, SC 29180

TMS # 125-04-03-007-000

Richland County Council Request of Action

Subject

An Ordinance Authorizing an Easement to School District 5 of Lexington and Richland Counties for a Sanitary Sewer Line across land owned by Richland County; specifically a portion of TMS # 03300-01-06 **[PAGES 68-72]**

Notes

First Reading: September 10, 2013

Second Reading: October 1, 2013

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING AN EASEMENT TO SCHOOL DISTRICT
5 OF LEXINGTON AND RICHLAND COUNTIES FOR A SANITARY
SEWER LINE ACROSS LAND OWNED BY RICHLAND COUNTY;
SPECIFICALLY A PORTION OF TMS #03300-01-06.

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 an easement for sanitary sewer line to School District 5 of Lexington and Richland Counties across a portion of Richland County TMS #03300-01-06, as specifically described in the Sanitary Sewer Easement, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
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: September 10, 2013
Second Reading:
Public Hearing:
Third Reading:

The County of Richland, State of South Carolina, by and through its duly authorized officer, does hereby accept this easement.

WITNESSES:

GRANTEE:

By: School District 5 of
Lexington/Richland Counties
Duly Authorized Officer

Attest:

STATE OF SOUTH CAROLINA)

)

COUNTY OF RICHLAND)

)

**PROBATE
(AS TO GRANTEE)**

PERSONALLY appeared before me the undersigned witness, who after being duly sworn, deposes and says that s/he saw the within named **Grantee**, by its Duly Authorized Officer, sign, seal and as her/his act and deed, deliver the within written instrument for the uses and purposes therein mentioned, and that s/he with the other witness whose name appears above, witnessed the execution thereof.

Witness

SWORN to and subscribed before me

This ___ day of _____, 2013.

Notary Public for South Carolina

My Commission Expires: _____

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Hospitality Tax Budget to appropriate \$100,000 of Hospitality Tax Unassigned Fund Balance for the EdVenture--Next Exhibit Capital **[PAGES 73-84]**

Notes

First Reading: October 1, 2013

Second Reading: October 15, 2013

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_05

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 HOSPITALITY TAX BUDGET TO APPROPRIATE \$100,000 OF HOSPITALITY TAX UNASSIGNED FUND BALANCE FOR THE EDVENTURE – NEXT EXHIBIT CAPITAL.

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

SECTION I. That the amount of One Hundred Thousand dollars (\$100,000) be appropriated in the Hospitality Tax Fund. Therefore, the Fiscal Year 2013-2014 Hospitality Tax Annual Budget is hereby amended as follows:

HOSPITALITY TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$6,876,992
Appropriation of unassigned fund balance:	<u>\$ 100,000</u>
Total Hospitality Tax Revenue as Amended:	\$6,976,992

HOSPITALITY TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$6,876,992
For Edventure – Next Generation Exhibit Capital:	<u>\$ 100,000</u>
Total Hospitality Tax Expenditures as Amended:	\$6,976,992

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

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:



EdVenture children's museum

RECEIVED
10 MAR 14 AM 11:09
RICHLAND COUNTY
ADMINISTRATORS OFFICE

March 4, 2011

Mr. Milton Pope
County Administrator
Richland County
2020 Hampton Street
Columbia, SC 29201

Dear Milton:

Seven years ago and with great fanfare, downtown Columbia opened its doors to all of its children through the stunning glass entranceway of our new EdVenture Children's Museum. Rarely before had the community come together to build a first-class space for children to explore and discover the world around them with such joy and happiness. After that momentous opening and within our first year of operation, it became apparent that EdVenture was a huge success. Attendance records surpassed all projections, fiscal soundness was achieved, and the museum established itself as one of South Carolina's preeminent family destinations.

Today, EdVenture's impact reaches far beyond the walls of its world-class facility. Educational outreach, community-based after-school programs, professional development, and youth leadership programs have made EdVenture a statewide leader in educational innovation for youth ages 0-18. As South Carolina's best attended museum, more than 200,000 children and adults experience EdVenture's exhibits and education programs on an annual basis. Of that audience, adults constitute 50% and audience diversity exceeds 38% of total audience. We are one of South Carolina's preeminent family destinations with a national, regional, and local impact. Based on industry calculations, EdVenture has impacted the local economy with more than \$75 million since its opening. While we are serving an ever-growing number of visitors, our impact is greatest right here in Richland County where we are transforming the lives of more than 100,000 children, families, and educators every year.

With today's economy increasingly dependent on cutting-edge science and technology, our role in educating the next generation is becoming more and more vital to the economic strength of our community. EdVenture's brand of experiential learning is a key building block for scientific literacy for youth and adults. As a learning environment where children and adults can grow, play, and discover the world, EdVenture enhances the quality of life for families who turn to the museum as the hub of support to teach their children about science, health, engineering, and math. They see EdVenture as the foremost place for resources and information—to make learning an engaging and fun experience.

The time is now for EdVenture to meet the challenges of today's society to ensure that all children are prepared to enter this ever-increasing complex and global society. For this purpose, EdVenture is launching the *Next Generation Initiative* to raise \$5 million to build new teaching laboratories and exhibits, create new educational initiatives for workforce preparation, increase access to EdVenture-type experiences through an innovative partnership with Richland County Public Library in the lower Richland area, secure a scholarship fund for at-risk schools and students, and provide reserve funds for future capital repair and replacement needs. We have competed for and successfully received \$2,250,000 in federal and foundation grants toward this \$5 million goal and we must match those grants with local support.

To succeed in this effort, we will need the full support of our elected officials, community leaders, businesses, and individuals. The City of Columbia has already committed to this project with the investment of approximately \$5 million for the construction of a 10,000 square-foot building addition to EdVenture. Our investments will provide educational resources that do not duplicate any existing educational resources in the schools or anywhere in South Carolina while not requiring any additional long-term operational expenses for EdVenture's annual budget. While the following pages detail the overall funding needs and priorities, support from Richland County will be specifically used for an EdVenture exhibit to be housed at the expanded library branch in the lower Richland area and new science and engineering exhibits and labs at EdVenture.

On behalf of the Board of Trustees of EdVenture, we seek the support of Richland County with a commitment of \$1 million payable over a three-to-five year period. We appreciate your consideration of this request and look forward to working with Richland County leadership to identify a funding source and schedule of payments that are appropriate for your budget. Information about *Next Generation* budget and sources of support are enclosed with this letter.

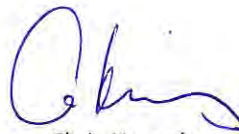
Supporting EdVenture today will ensure that all Richland County residents have the educational resources necessary for success in the 21st Century economy and workforce. It is our hope that Richland County will join us in transforming the lives and educational opportunities for all children in our community.

Thank you for your consideration.

Sincerely,



Catherine Wilson Horne
President and CEO



Chris Kopecky
Chair, Board of Trustees
Chief Accounting Officer
Edens & Avant

Enclosure

1. NEW TEACHING LABORATORIES AND EXHIBITS

EdVenture's new teaching laboratories and exhibits will offer family and school audiences hands-on opportunities to explore critical topics affecting our community. These teaching laboratories and exhibits will focus on three key priority areas: (1) ***Biomedical Sciences and Obesity Prevention***, (2) ***Environmental Sciences and Sustainability***, and (3) ***Engineering***. In the new teaching laboratories, families will learn the science behind chronic disease to make informed choices about their health while students will explore careers in the Biomedical Sciences working alongside researchers. Environmental Science will examine alternative energies and other environmental issues. Engineering laboratories and exhibits will inspire youth and adult audiences to use their ingenuity and creativity into solving simple and complex problems.

\$3,000,000**2. NEW EDUCATION INITIATIVES**

EdVenture's new education initiatives will be science-based to address the rising achievement gap that exists among our children. With today's workforce ever-dependent on science and technology, it is imperative that our children are presented with early opportunities to engage in scientific inquiry-based learning to spark an interest and aptitude to pursue the careers of the 21st century. EdVenture will develop after school programming that provides adolescents with opportunities to extend classroom learning, paired with internship and workforce development.

\$ 750,000**3. PARTNERSHIP WITH RICHLAND COUNTY PUBLIC LIBRARY**

While EdVenture has been committed to serving children, teachers, and families across Richland County, we have been working to develop strategies to increase access for children and their families in unincorporated areas of the County. EdVenture and RCPL have developed an innovative strategy to create a pilot project to place a mini-EdVenture inside of the soon-to-be-expanded Eastover Library.

\$ 150,000**4. SCHOLARSHIP FUNDS**

Scholarship Funds provide Learning for All Generations. Today, our loyal donors make it possible for 20,000 at-risk children to experience EdVenture annually. But the need to serve more children and schools is so much greater. And, there is evidence to support our belief that the need will only grow larger in the future.

\$ 400,000**5. CAPITAL RESERVE AND REPLACEMENT FUND**

EdVenture is seeking funding from a national foundation to build a dedicated capital reserve fund to support on-going building and technology needs.

\$ 700,000

EdVenture Children's Museum
Next Generation Educational Investment Plan
Funding Sources (Proposed and Committed)

Goal: \$5,000,000

Source	Purpose/Type of Funds	Amount	Received
Richland County	New Exhibits/Labs Lower Richland Library Exhibit	\$1,000,000	
Lexington County	New Exhibits/Labs	\$ 500,000	
Federal Grants	New Exhibits/Labs Education Initiatives	\$1,500,000	\$1,500,000
Donors			
Foundations	New Exhibits/Labs Education Initiatives Scholarship Funds Capital Reserve Funds	\$1,200,000	\$ 750,000
Corporate	New Exhibits/Labs Education Initiatives Scholarship Funds	\$ 400,000	
Individuals	Education Initiatives Scholarship Funds	\$ 400,000	
Total		\$5,000,000	\$2,250,000

Note: Funds raised to date: \$2,250,000

City of Columbia provided construction costs of \$5,000,000 for Terrace Building addition to EdVenture to provide more educational programming space. These funds are above and beyond the costs described above.



February 21, 2013

The Honorable Kelvin Washington, Chairman
Richland County Council
Richland County Administration Building
2020 Hampton Street
Columbia, SC 29201

Dear Kelvin:

On behalf of EdVenture's leadership, I want to thank you for your unwavering commitment to Columbia's children and families who are served by EdVenture every day and your support of EdVenture. The leadership and support from the citizens of Richland County has helped EdVenture provide world-class educational exhibits, programs and outreach right in their home community, AND experience a Children's Museum that ranks in the top ten nationally.

As you know, by 2015, EdVenture Children's Museum intends to complete a \$6 million investment to create new exhibits and educational initiatives designed to prepare our youth for success in the 21st century, as part of our Next Generation Plan. To date, we have raised more than \$4 million towards this goal which has already produced the following results:

- Body Detectives Exhibit and BioInvestigations Lab (November 2011)
- Wags and Whiskers Exhibit (November 2011)
- My Backyard Early Childhood Exhibit (April 2011)
- Building Boom and Little Builders Exhibit (April 2011)
- The Green Fork Café (June 2012)
- Farm to Fork Exhibit Gallery (November 2012)
- The Bookmark Library (November 2012)

These projects were made possible by the support of Richland and Lexington Counties, as well as numerous donations from individuals, corporations and foundations across South Carolina and the country.

Today, EdVenture is faced with the urgent need to complete the Next Generation Plan with the final installment of two new permanent exhibits to meet the increased need for educational resources in Science, Technology, Engineering, and Math for our youth to be competitive in the 21st century and contribute to our region's economic growth. Together, these exhibits will draw upon the economic development goals and priorities of Richland County, while also serving as a main attraction for tourism.

We respectfully request the remaining \$620,000 of our original \$1 million request to Richland County, to complete these projects now. Together, these two signature exhibits align with our region's economic development goals and will transform the visitor experience today and for years to come.

Science of Flight Exhibit -

Honoring local hometown heroes, Charles Bolden, as well as South Carolinian Ron McNair, EdVenture intends to create an Immersive environment where visitors can explore the physics behind why things fly in air and space. Visitors will be able to experiment, design and investigate the principles of aeronautics and flight. Working in partnership with NASA and the Museum of Flight in Everett, Washington, EdVenture will use objects and interactive experiences to enable visitors to learn and discover space and flight through airplanes, hot air balloons and more.

Energy Exhibit -

EdVenture will transform the current Great Outdoors Exhibit into a spectacular new outdoor exhibit focused on alternative energy sources such as solar, wind and hydro power. This exhibit will offer children and adults a hands-on opportunity to learn about physical and environmental sciences with nature's most intriguing elements. This two-story interactive display will feature levies, pullies, solar panels and turbines to teach visitors how the sun, water and wind can be harnessed to make power. This exhibit is in a highly visible location – just outside the museum's main entrance and will be a signature new feature of EdVenture, resembling the iconic nature of Eddie®.

Together, the budget for these exhibition projects is estimated to be \$2 million. Costs include the financial resources required to support the design and fabrication of the exhibits, educational programs and audience accessibility that are active components of EdVenture's mission. Grant support from NASA will be sought to specifically support educational components for the flight exhibit.

We appreciate your consideration of this request and look forward to working with Richland County leadership to identify a schedule of payments that are appropriate for your general fund and/or Hospitality Tax revenues budget.

Sincerely,



Catherine Wilson Horne
President and CEO



Chris Kopecky
Board Chairman
Chief Accounting Officer, EDENS

September 16, 2013

A Request to Richland County Council

On behalf of EdVenture’s leadership, we want to thank you for your unwavering commitment to Columbia’s children and families who are served by EdVenture every day and your support of EdVenture. The leadership and support from the citizens of Richland County has helped EdVenture provide world-class educational exhibits, programs and outreach right in their home community, AND experience a Children’s Museum that ranks in the top ten nationally. Last year alone, EdVenture provided more than \$500,000 in free and/or reduced cost educational services to children in Richland County. And EdVenture’s attendance by zip code in Richland County closely mirrors the County’s population of children, ages 0-14.

The early interest and support of Richland County for the Next Generation Exhibit Investment Plan has enabled EdVenture to invest nearly \$3 million dollars into new exhibits and educational laboratories. The planning for the last two phases of this five-year project are underway and we expect all projects to be completed by 2015. Of the \$1 million dollars requested from Richland County, we have received and invested \$380,000 in new health and nutrition, early childhood and engineering exhibits. This support also has helped EdVenture raise more than \$2.5 million from other sources for these projects.

Today, we have an exciting and urgent opportunity before us for which EdVenture respectfully requests Richland County Council’s support in fulfilling the rest of the \$1 million request (\$620,000) as non-recurring Hospitality Tax funding.

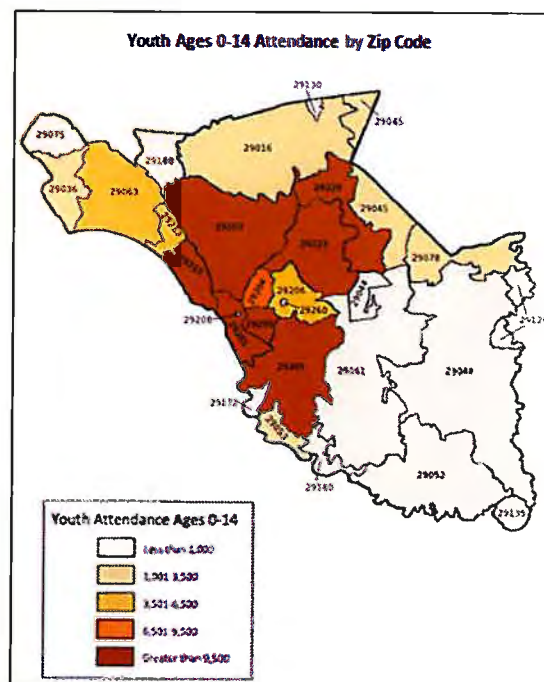
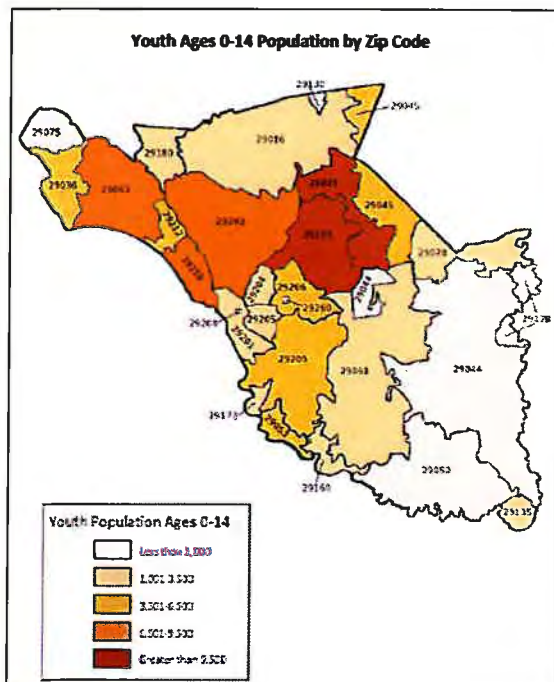
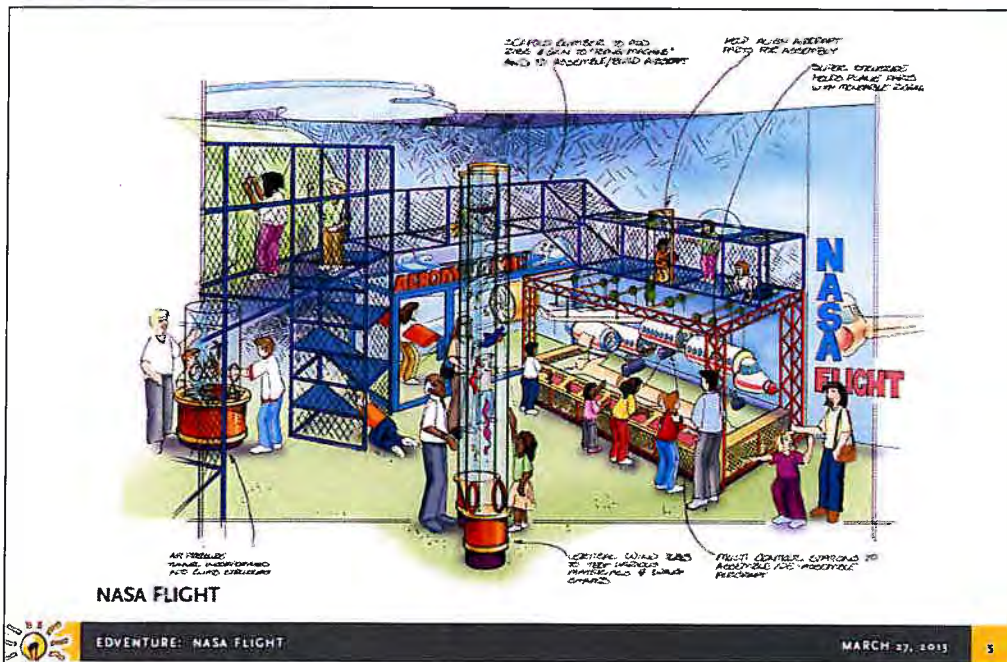
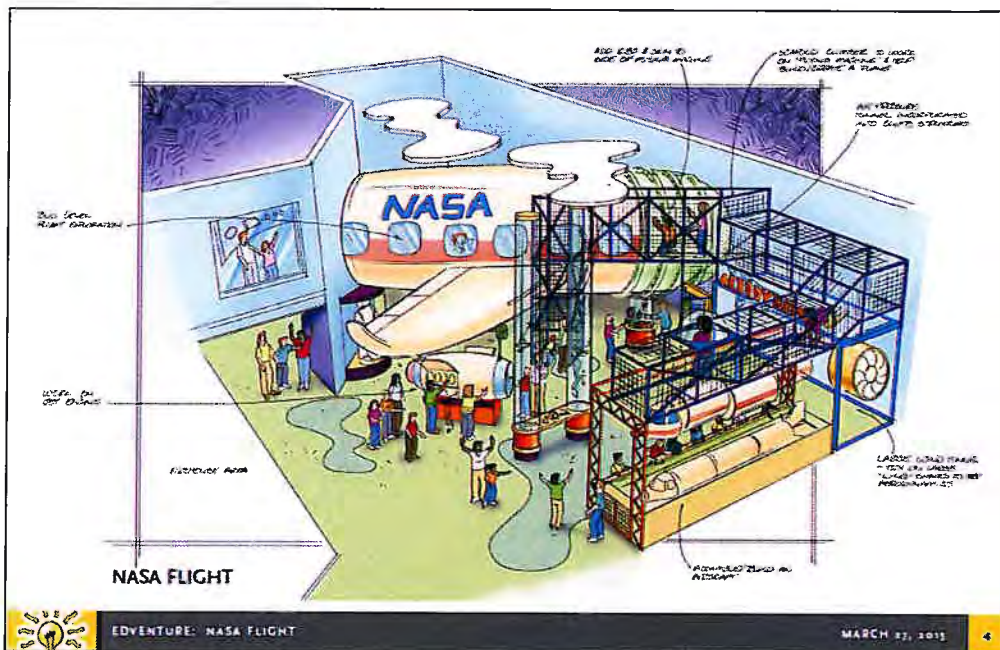


Exhibit Information:

Science of Flight Exhibit -

Honoring one of Columbia's hometown heroes, Charles Bolden, as well as South Carolinian Ron McNair, EdVenture intends to create an immersive environment where visitors can explore the physics behind why things fly in air and space. Visitors will be able to experiment, design and investigate why some objects have the potential to fly and other do not. Working in partnership with NASA and the Museum of Flight in Everett, Washington, EdVenture will use objects and interactive experiences to enable visitors to learn and discover space and flight through airplanes, hot air balloons and more.

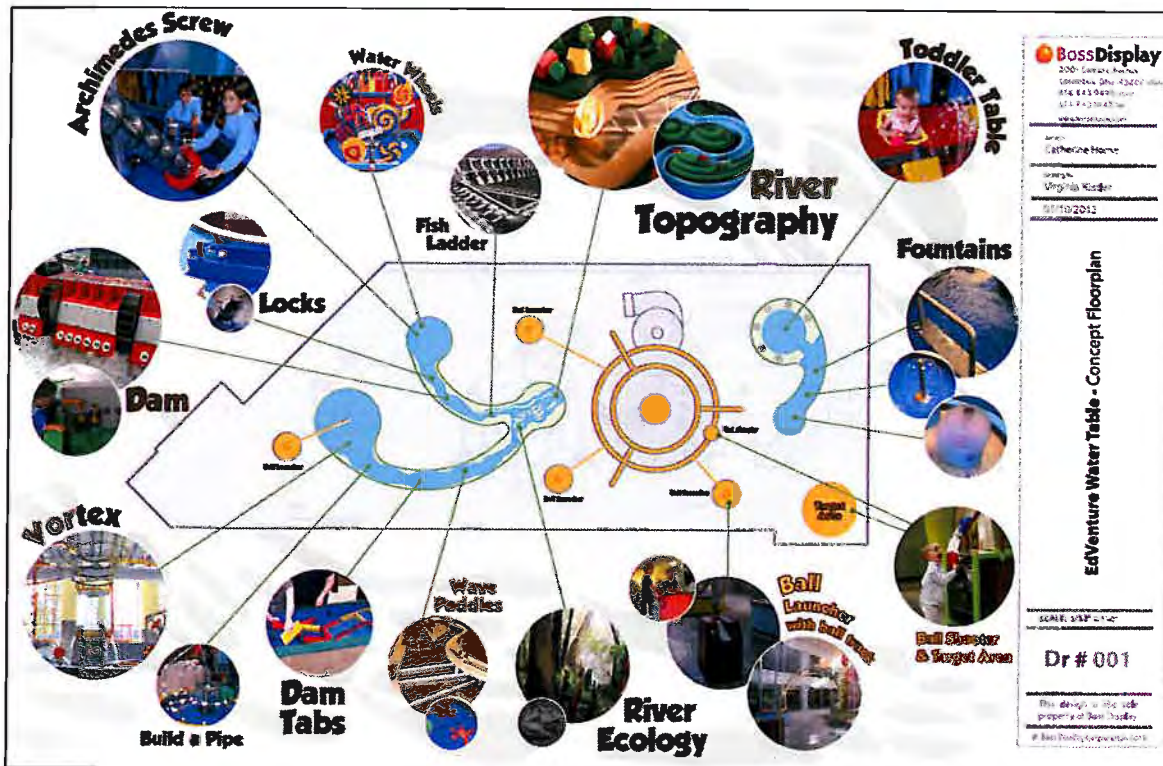
Project Budget: \$900,000
 Richland County Request: \$400,000



Energy Exhibit -

EdVenture will transform the current Great Outdoors Exhibit into a spectacular new outdoor exhibit focused on alternative energy sources such as solar, wind and hydro power. This exhibit will offer children and adults a hands-on opportunity to learn about physical and environmental sciences with nature's most intriguing elements. This two-story interactive display will feature levies, pullies, solar panels and turbines to teach visitors how the sun, water and wind can be harnessed to make power. This exhibit is in a highly visible location – just outside the museum's main entrance and will be a signature new feature of EdVenture, resembling the iconic nature of Eddie®.

Project Budget: \$500,000
 Richland County Request: \$220,000



Richland County Council Request of Action

Subject

13-31MA
Ron Johnson
RU to RS-LD (25.54 Acres)
Longtown Road West
17613-02-08(p) [**PAGES 85-87**]

Notes

First Reading: October 22, 2013
Second Reading: November 5, 2013
Third Reading:
Public Hearing: October 22, 2013

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS A PORTION OF TMS # 17613-02-08 FROM RU (RURAL DISTRICT) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 17613-02-08 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning; as further shown on Exhibit A, which is attached hereto and incorporated herein.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2013.

RICHLAND COUNTY COUNCIL

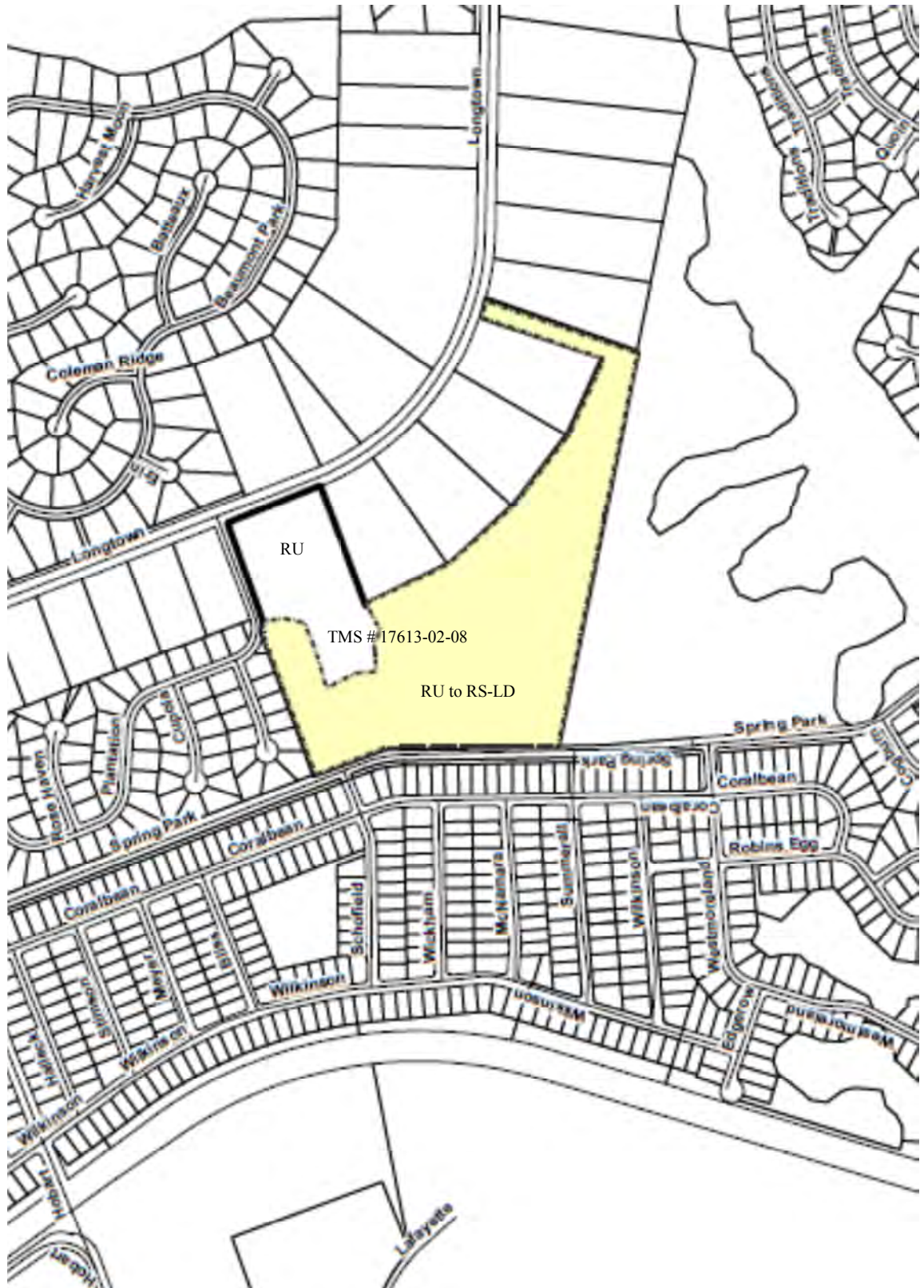
By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of
_____, 2013.

Michelle Onley
Clerk of Council

Public Hearing: October 22, 2013
First Reading: October 22, 2013
Second Reading: November 5, 2013 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 General Fund Annual Budget to appropriate \$615,622.56 of General Fund Unassigned Balance for voting machines and related equipment in the Board of Elections and Voter Registration Department [**PAGES 88-100**]

Notes

October 22, 2013 - The Committee unanimously approved recommending that Council approve the request minus the \$42,500 in funding for the Voter Outreach Coordinator position, which will be funded using existing funds from the Elections and Voter Registration office. Future funding for the position and any additional savings realized from the purchase of the laptops will be deducted from the requested amount and will be considered during the FY 14-15 budget meetings.

First Reading: November 5, 2013

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Approval of Elections and Voter Registration Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$658,122.56 for the Elections & Voter Registration Office for the purpose of purchasing voting machines, related equipment and the approval of a Voter Outreach Coordinator position.

B. Background / Discussion

Richland County Legislative Delegation recently created and approved 25 new precincts to be implemented on January 1, 2014.

In compliance with South Carolina Code of Laws 7-13-740 and South Carolina Code of Laws 7-7-465, the directives of Council and in order to avoid a potential shortage and lack of machines which was experienced in the 2012 General Election, the Elections and Voter Registration Department has developed and would like approval of the following action plan:

1. Increase the current inventory of voting machines and related equipment with the following additions (see Appendix 1, Table 1 for cost breakdown):
 - a. 170 Refurbished iVotronic Machines
 - b. 25 ADA (Americans with Disabilities Act) Machines
 - c. 170 Booths
 - d. 25 Communication Packs with Printers
 - e. 1-Year Hardware & Software Warranty (includes 6 month complimentary extended warranty).
2. Renew the FY2014 Maintenance & Licensing Agreement for the maintenance and licensing agreement (see Appendix 1, Table 2 for cost breakdown).
3. Pay outstanding invoices for repairing voting machines and related equipment in preparation for upcoming elections. This ensures all County-owned voting machines and election equipment is in proper working condition and available for use in upcoming and future elections (see Appendix 1, Table 3 for cost breakdown).
4. Create and fund a Voter Outreach Coordinator position which will be responsible for educating Richland County citizens on the new Photo ID laws and will serve as a point of contact for voters, while increasing confidence and trust in the election process (see Appendix 1, Table 4 for cost breakdown).
5. Purchase laptops and related equipment to be used at polling locations to provide Electronic Voter Registration Lists (EVRs) that enable poll managers to electronically search for voters and record voter participation (see Appendix 1, Table 5 for cost breakdown).

C. Legislative / Chronological History

At the November 13, 2012 Council meeting, Councilman Jackson made the following motions, which were added to the December 2012 D&S Committee agenda:

1. “Work with the Voter's Registration/Election Commission to identify inadequate precincts in each district and recommend replacement sites. Preferably a park, gym or school to accommodate a large crowd inside.

“Reason: Based on the new census each district has increased immensely and some facilities cannot accommodate the crowd. Citizens should not have to be waiting on the road facing traffic and endangering their lives.”

2. “Richland County Council develops a report from the Legislative Delegation's hearing including a course of action to support resolving the unfortunate Election Day problems.”

D. Financial Impact

Itemization of Cumulative Costs Associated with Requests

Item No.	Item Description	Cost
1	Addition of Voting Machines and Related Equipment	\$392,872.00
2	Renewal of FY2014 Maintenance & Licensing Agreement	\$ 69,624.90
3	Payment of Outstanding Invoices for Repairing Voting Machines and Related Equipment	\$ 7,554.11
4	Addition of Voter Outreach Coordinator Position	\$ 42,500.00
5	Purchase of Laptops and related equipment for polling locations	\$145,571.55
Total		\$658,122.56

E. Alternatives

1. Approve the request to amend the budget in the amount of \$658,122.56 for the Elections & Voter Registration Office for the purpose of purchasing voting machines, related equipment and the approval of a Voter Outreach Coordinator position.
2. Do not approve the request to amend the budget in the amount of \$658,122.56 for the Elections & Voter Registration Office for the purpose of purchasing voting machines, related equipment and the approval of a Voter Outreach Coordinator position.

F. Recommendation

It is recommended that Council approve the budget amendment in the amount of \$658,122.56 for the purposes outlined above.

Recommended by: Howard Jackson Department: Elections & Voter Reg. Date: 10/4/13

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is a funding decision at Council's discretion based on County priorities and includes \$658k of additional funds but no funding source identified. Approval would require the identification of a funding source and a budget amendment. Based on the information provided, a portion of the request is for one-time capital dollars and part for annual recurring cost. The County's financial policy encourages the use of fund balance for one-time non-recurring items therefore it would be an appropriate use as partial funding.

annual recurring cost \$120k
one-time non-recurring cost \$538k

Procurement

Reviewed by: Rodolfo Callwood

Date: 10/15/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval if funded; requests is a funding decision at Council's discretion

Human Resources

Reviewed by: T. Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Request is a funding decision at County Council's discretion.

Legal

Reviewed by: Elizabeth McLean

Date: 10/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. I am providing, below, the two statutes cited.

SECTION 7-13-740. Number and construction of booths; only one voter in booth at a time; speaking to voter prohibited.

There must be provided at each polling precinct at least one booth. At least one booth must be provided for each two hundred and fifty registered electors or a major fraction thereof of the precinct. The booths must be made of wood, sheet metal, or other suitable substance; must not be less than thirty-two inches wide, thirty-two inches deep, and six feet six inches high; must have a curtain hanging from the top in front to within three feet of the floor; and must have a suitable shelf on which the voter can prepare his ballot. In primary, general, and special elections, the booths must be provided by the commissioners of election or other electoral board. Only one voter shall be allowed to enter a booth at a time, and no one except as provided herein is allowed to speak to a voter while in the booth preparing his ballot.

AN ACT TO AMEND SECTION 7-7-465, AS AMENDED, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE DESIGNATION OF VOTING PRECINCTS IN RICHLAND COUNTY, SO AS TO REVISE AND ADD CERTAIN PRECINCTS, TO REDESIGNATE THE MAP NUMBER ON WHICH THE NAMES AND PRECINCT LINES

OF THESE PRECINCTS MAY BE FOUND AND MAINTAINED BY THE OFFICE OF RESEARCH AND STATISTICS OF THE STATE BUDGET AND CONTROL BOARD, TO CORRECT REFERENCES, AND TO PROVIDE FOR ALTERNATE PRECINCT POLLING PLACES UNDER SPECIFIED CONDITIONS.

Be it enacted by the General Assembly of the State of South Carolina:

Richland County voting precincts revised

SECTION 1. Section 7-7-465 of the 1976 Code, as last amended by Act 24 of 2007, is further amended to read:

"Section 7-7-465. (A) In Richland County there are the following voting precincts:

Ward 1	Ballentine 1	Friarsgate 2
Ward 2	Ballentine 2	Old Friarsgate
Ward 3	Barrier Free	Gadsden
Ward 4	Beatty Road	Garners
Ward 5	Bluff	Greenview
Ward 6	Blythewood 1	Gregg Park
Ward 7	Blythewood 2	Hampton
Ward 8	Blythewood 3	Harbison 1
Ward 9	Bookman	Harbison 2
Ward 10	Brandon 1	Hopkins 1
Ward 11	Brandon 2	Hopkins 2
Ward 12	Briarwood	Horrell Hill
Ward 13	Bridge Creek	Hunting Creek
Ward 14	Caughman Road	Keels 1
Ward 15	College Place	Keels 2
Ward 16	Cooper	Keenan
Ward 17	Dennyside	Kelly Mill
Ward 18	Dentsville	Killian
Ward 19	Dutch Fork 1	Kingswood
Ward 20	Dutch Fork 2	Lake Carolina
Ward 21	Dutch Fork 3	Lincolnshire
Ward 22	Dutch Fork 4	Longcreek
Ward 23	Eastover	Longleaf
Ward 24	Edgewood	Lykesland
Ward 25	Estates	Mallet Hill
Ward 26	Fairlawn	Meadowfield
Ward 29	Fairwold	Meadowlake
Ward 30	East Forest	McEntire
Ward 31	Acres	Midway
Ward 32	North Forest	Mill Creek
Ward 33	Acres	Monticello
Ward 34	South Forest	North Springs 1
Arcadia	Acres	North Springs 2
Ardincaple	Friarsgate 1	North Springs 3

Oak Pointe 1	Pontiac 2	Spring Valley
Oak Pointe 2	Rice Creek 1	Spring Valley
Oak Pointe 3	Rice Creek 2	West
Oakwood	Ridge View 1	Springville 1
Olympia	Ridge View 2	Springville 2
Parkridge 1	Ridgewood	Trenholm Road
Parkridge 2	Riverside	Trinity
Parkway 1	Riversprings 1	Valhalla
Parkway 2	Riversprings 2	Valley State
Parkway 3	Riversprings 3	Park
Pennington 1	Riverwalk	Walden
Pennington 2	Round Top	Webber
Pine Grove	St. Andrews	Westminster
Pine Lakes 1	Sandlapper	Whitewell
Pine Lakes 2	Satchelford	Wildewood
Pinewood	Skyland	Woodfield
Polo Road	South Beltline	Woodlands
Pontiac 1	Spring Hill	

(B) The precinct lines defining the precincts provided in subsection (A) are as shown on the official map prepared by and on file with the Office of Research and Statistics of the South Carolina Budget and Control Board designated as document P-79-13 and as shown on copies of the official map provided to the Board of Elections and Voter Registration of Richland County by the Office of Research and Statistics.

(C) The polling places for the precincts provided in this section must be established by the Board of Elections and Voter Registration of Richland County subject to the approval of the majority of the Richland County Legislative Delegation.

(D) If the Board of Elections and Voter Registration of Richland County determines that a precinct contains no suitable location for a polling place, the board, upon approval by a majority of the county's legislative delegation, may locate the polling place inside the county and within five miles of the precinct's boundaries."

Time effective

SECTION 2. This act takes effect on January 1, 2014.

Ratified the 11th day of June, 2013.

Approved the 13th day of June, 2013.

Administration

Reviewed by: Tony McDonald

Date: 10/18/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: In order to meet the requirements of recent legislation establishing additional voting precincts in Richland County, it is

recommended that this request for funds be approved. It is further recommended that the funding source, if approved, be the General Fund fund balance.

Table 1: Addition of Voting Machines and Related Equipment (Note: Customer Loyalty Discount saves \$39,000)

Tabulation Hardware		
Quantity	Item Description	Price
170	iVotronic Voter Terminals @ \$1,695/ea. <i>**Includes Terminal, Supervisor PEB, & Flashcard**</i>	\$288,150.00
25	iVotronic ADA Voter Terminals @ \$1,895/ea. <i>**Includes Terminal, Supervisor PEB, & Flashcard**</i>	\$47,375.00
170	Booths @ \$300.00/ea.	\$51,000
25	Communication Packs @ \$425.00/ea. <i>**Includes modem w/thermal printer**</i>	\$10,625.00
Election Services		
	1 Year Hardware & Software Warranty	Included
	Shipping & Handling	\$2,950.00
	<i>Customer Loyalty Discount</i>	<i>(39,000.00)</i>
	Tax	\$31,772.00
Total		\$392,872.00

* * *

Table 2: Renewal of FY2014 Maintenance & Licensing Agreement (Note: Warranty extended until June 30, 2015 for the additional 195 iVotronic Machines at no additional cost)

<p>Maintenance & License Contract for FY2014 Coverage Dates: July 1, 2013 – June 30, 2014 Total Costs: \$97,113.90</p> <p>Department's FY2014 Budget Program Maintenance & License Amount Approved: \$27,489</p> <p>Difference of: \$ 69,624.90</p>
<p><u>Hardware Maintenance, Software Maintenance & Support</u></p> <ul style="list-style-type: none"> • 947 iVotronic Machines • 195 iVotronic Machines that will be purchased due to the creation of 25 new precincts, effective January 1, 2014 • On-Site Repairs of iVotronic Machines & Equipment

- Model 650 Scanner
- Unity Ballot Image Manager
- Unity Ballot on Demand
- Unity Data Acquisition Manager
- Unity Election Data Manager
- Unity Election Reporting Manager
- Unity Hardware Program Manager
- Unity iVotronic Image Manager

The Elections and Voter Registration Office pays a yearly maintenance and licensing fee with Election Systems & Software which provides hardware maintenance, software maintenance and technical support.

* * *

Table 3: Payment of Outstanding Invoices for Voting Machines Repairs & Related Equipment

Quantity	Item Description	Price
180	Booth Wheels w/Rivets	\$891.00
22	Booth Leg Cups	\$53.90
8	Curly Cords w/Pigtail Cover attached	\$131.60
3	Surge Protectors	\$44.85
3	Pig Tail Covers	\$16.50
52	Booth Plate Sets	\$413.40
1	Blue Latch	\$2.80
5	Booth Legs	\$25.00
3	Motherboard Batteries	\$209.85
34	Power Supplies	\$663.00
13	Leg Cover Doors	\$130.00
1	Replaced Printer Sensor	\$50.00
1	Replaced Knob	\$5.50
1	Replaced Knob	\$5.50
1	Replaced Printer Cable	\$7.50
1	Replaced Knob	\$5.50

1	Replaced Paper Tray	\$7.00
1	Replaced Printer Cable	\$7.50
1	Replaced Knob	\$5.50
1	Replaced Printer Cable	\$7.50
1	Replaced Printer Cable	\$7.50
1	Replaced Knob	\$5.50
1	Replaced Printer Cable	\$7.50
135	Replace PEB Batteries	\$2,018.25
152	Replace PEB Batteries	\$2,272.40
	Taxes	\$559.56
Total		\$7,554.11

- The iVotronic Machines and election related equipment were purchased in 2004. Routine maintenance and repairs are needed to ensure all equipment is in proper working order and available for use in all elections in Richland County.
- Given the upcoming election schedule and the condition of the voting machines, it was imperative to begin the maintenance and repair of the voting machines and related election equipment immediately to assist with restoring public confidence and trust in the election process.

* * *

Table 4: Addition of Voter Outreach Coordinator Position

Proposed Voter Outreach Coordinator Position:
\$42,500 per year

- The need for a Voter Outreach Coordinator position evolved with the passage of the photo ID law that took effect January 2013. As a result of the new law, voter outreach requests have drastically increased in number. In order to try and accommodate the increased number of outreach requests, Elections and Voter Registration Office staff members are working evenings and weekends in order to accommodate the outreach events requests.
- The Voter Outreach Coordinator position will be responsible for educating the citizens of Richland County regarding the new Photo ID Laws and serving as a point of contact for the citizens of Richland County to obtain information regarding voter education and voter registration.
- The Voter Outreach Coordinator will also be responsible for informing citizens of the voter registration process as well as new changes to laws by speaking at functions and demonstrating iVotronic voting machines to educate the citizens of Richland County on the use of voting machines and the voting process.

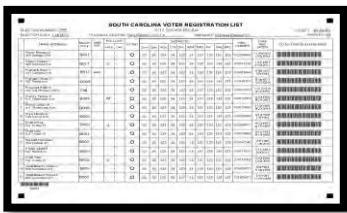
* * *

Table 5: Purchase of Laptops and Related Equipment for Polling Locations

Quantity	Item Description	Cost
263	Laptops @ \$479.00/ea.	\$125,977.00
177	Bags @ \$31.15/ea.	\$5,513.55
358	Mouse @ \$3.80/ea.	\$1,360.40
312	Memory Cards @ \$6.21/ea.	\$1,937.52
	Taxes	\$10,783.08
Total		\$145,571.55

- Electronic Voter Registration List (EVRL) is an electronic version of the paper voter registration list. An EVRL master list is sent electronically from the State Election Commission (SEC), and the list is loaded onto a laptop and sent to the precinct on Election Day.
- The poll managers use the laptop (EVRL) to search for voters and record voting participation. At the end of the day, the poll clerk returns the laptop/s to the county election office. The election staff then extracts the participation information from the precinct and it is transmitted to the SEC to provide the voter credit for voting in the election.
- Using EVRL's instead of paper voter registration lists enables poll managers to process voters quicker on Election Day and makes it is easier to find and mark the proper voter. Additionally, poll managers are able to search for voters and direct them to their proper precinct as well as create reports that detail the number of individuals who voted at a particular polling location on Election Day.
- The formula for issuing laptops is 1 laptop for every 1500 registered voters in a precinct and 1 laptop at a resolution table to assist voters with issues various issues encountered on Election Day (i.e. voters moving to other address, voters attempting to vote at the wrong precinct, no photo ID, etc.). This formula would provide each polling location with a minimum of 2 laptops.

Paper Voter Registration List



Electronic Voter Registration List



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

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$615,622.56 OF GENERAL FUND UNASSIGNED BALANCE FOR VOTING MACHINES AND RELATED EQUIPMENT IN THE BOARD OF ELECTIONS AND VOTERS REGISTRATION 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 Six hundred fifteen thousand six hundred twenty two dollars and fifty six cents (\$615,622.56) be appropriated specifically for the Board of Elections and Voters Registration Department to expend for "Voting Machines and Related Equipment". Therefore, the Fiscal Year 2013-2014 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 157,400,294
Appropriation of General Fund unassigned fund balance	\$ <u>615,623</u>
Total General Fund Revenue as Amended:	\$ 158,015,917

EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 157,400,294
Increase to Board of Elections and Voters Registration	\$ <u>615,623</u>
Total General Fund Expenditures as Amended:	\$ 158,015,917

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 _____, 2013.

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 Certain Economic Incentives, including payment of a fee in lieu of property taxes and other related matters, pursuant to a fee agreement between Richland County, South Carolina, and Project Ruby, pursuant to Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended; and other related matters **[PAGES 101-129]**

Notes

First Reading: November 5, 2013

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING CERTAIN ECONOMIC INCENTIVES, INCLUDING PAYMENT OF A FEE IN LIEU OF PROPERTY TAXES AND OTHER RELATED MATTERS, PURSUANT TO A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND PROJECT RUBY, PURSUANT TO TITLE 12, CHAPTER 44, CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (“Constitution”), the Code of Laws of South Carolina, 1976, as amended (“Code”), and the case law of the courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective and existing industries as inducements for economic development within the County;

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

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

WHEREAS, Project Ruby, a corporation organized and existing under the laws of the State of New York (“Company”), but authorized to conduct, and conducting business in the County, desires to invest in its facility located in the County (“Facility”) through any combination of the following: the construction of one or more new buildings, investment involving one or more existing buildings, and/or the addition of machinery and equipment at the Facility (“Project” as further defined below), and has requested the County to provide certain incentives to the Company by entering into a fee agreement;

WHEREAS, the Project involves an anticipated investment by the Company of at least \$25,000,000 over a period of five (5) years from the last calendar day of the property tax year during which the Project or a portion of the Project is first placed in service;

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

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

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

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

(a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or results in a charge against its general credit or taxing power; and

(c) the purposes to be accomplished by the Project, including, without limitation, economic development, jobs creation or retention, and increase of the County’s tax base, are proper governmental and public purposes and the benefits of the Project are greater than the costs.

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this _____ day of _____, 2013

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:	November 5, 2013
Second Reading:	November 19, 2013
Public Hearing:	December 3, 2013
Third Reading:	December 3, 2013

**Exhibit A
[Form of]
Fee Agreement**

Exhibit B
County Reporting Requirements

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

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

the following information:

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

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

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

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

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this _____ day of _____, 2013.

Michelle M. Onley,
Clerk to County Council
Richland County, South Carolina

FEE AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT RUBY

Effective as of December 31, 2013

FEE AGREEMENT

PROJECT RUBY

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

W I T N E S S E T H :

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

WHEREAS, the County is authorized to enter into this Fee Agreement by enactment of an ordinance; and

WHEREAS, the Company desires to invest in its facility located in the County (“Facility”) through any combination of the following: the construction of one or more new buildings, investment involving one or more existing buildings, and/or the addition of machinery and equipment at the Facility (the “Project”) and has requested the County to commit to provide certain incentives to the Company by entering into this Fee Agreement; and

WHEREAS, subject always to the Act, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment and the Company will make PILOT Payments, as defined herein, with respect to the Project.

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

1. DEFINITIONS

1.1. Specific Definitions

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

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

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

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

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

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

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

“Company” means Project Ruby, a corporation organized and existing under the laws of the State of New York, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

“Completion Date” shall mean the Initial Completion Date or, if extended pursuant to Section 3.2, such date provided for by Section 3.2.

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

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

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

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

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

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

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

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

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

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

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

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

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

“*Initial Completion Date*” means December 31, 2018, or such earlier date as may be specified by the Company pursuant to Section 3.2 hereof.

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

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

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

“*Project Period*” means the five (5) year period beginning with the Commencement Date and ending on the Initial Completion Date.

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

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

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

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

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

1.2. *References to Fee Agreement*

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

2. REPRESENTATIONS AND WARRANTIES

2.1. *Representations and Warranties by the County*

The County warrants that:

(A) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the

transactions contemplated by this Fee Agreement and to carry out the County's obligations hereunder. Based on representations of the Company, the County has determined the Project constitutes or will constitute a "project" within the meaning of the Act. By proper action by County Council, the County has been duly authorized to execute and deliver this Fee Agreement;

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

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

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

2.2. Representations and Warranties by Company

The Company represents and warrants that:

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

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

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

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

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

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

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

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

3. CONSTRUCTION, ACQUISITION, AND PURCHASE OF PROJECT

3.1. Construction and Acquisition of Project

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

3.2. Completion Date

The Initial Completion Date shall be December 31, 2018; provided, however, that (i) if the Company invests at least \$50,000,000 at the Project by the Initial Completion Date, then the Completion Date shall be extended to December 31, 2020, and (ii) if the Company invests at least \$75,000,000 at the Project by the Initial Completion Date, then the Completion Date shall be extended to December 31, 2023.

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

3.3. Completion of the Project

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

3.4. Amendments to Exhibits B and C

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

3.5. Minimum Investment Threshold

Before the Initial Completion Date, the Company will invest at least Twenty-Five Million Dollars (\$25,000,000) in taxable property constituting part of the Project (the “Minimum Investment Threshold”).

3.6. Licenses and Permits; Assistance in Obtaining

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

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

4. TERM, FEES AND ADDITIONAL PAYMENTS

4.1. Term

Subject to the provisions herein, this Fee Agreement shall be and remain in full force and effect for a term (the “Term”) commencing on the Commencement Date, and, unless earlier terminated in accordance with this Fee Agreement, ending at midnight on December 31 of the twentieth (20th) year after the last year during which any portion of the Project is placed in service or the last FILOT Payment hereunder, whichever is later; provided, however, that (i) if the Company invests at least \$50,000,000 at the Project by the Initial Completion Date, then the Term shall be extended to twenty-five (25) years, and (ii) if the Company invests at least \$75,000,000 at the Project by the Initial Completion Date, then the Term shall be extended to thirty (30) years.

4.2. FILOT Payments

The Company shall pay to the County all amounts due and payable as FILOT Payments pursuant to Section 5.1 hereof. Unless otherwise expressly provided in the Act, returns for the FILOT Payments shall be filed and FILOT Payments shall be payable at the same time, and subject to the same penalty assessments, that *ad valorem* property tax returns and tax payments

for the Project would otherwise be due and payable under applicable State law and regulations in the absence of this Fee Agreement.

4.3. Additional Payments

In addition to the Fee Payments and other amounts payable under Section 5.1, the Company shall pay, as “Additional Payments,” to or on behalf of the County any Administrative Expenses and any other amounts payable by the Company under this Agreement. Such Additional Payments shall be payable by the Company within twenty (20) calendar days of receipt by the Company from the County of a statement in writing indicating in reasonable detail the amount of such Additional Payments and the reason they have been incurred.

4.4. Failure to Pay in a Timely Manner

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

5. FILOT PAYMENTS AND TAX CREDITS

5.1. FILOT Payments; Calculation and Timing

(A) The parties acknowledge that during the Term of this Fee Agreement, the Project is exempt from *ad valorem* property taxes. However, in lieu of *ad valorem* property taxes, the Company shall make twenty (20) annual FILOT Payments for each portion of the Project placed in service each year during the Project Period. If the Term is extended pursuant to Section 4.1(i) or (ii) of this Fee Agreement, then the Company shall make twenty-five (25) or thirty (30), respectively, annual FILOT Payments for each portion of the Project placed in service each year during the Project Period.

(B) The amount of FILOT Payments due and payable shall be that which would be due in *ad valorem* property taxes if the Project were subject to *ad valorem* property taxes, but using (i) an assessment ratio of six percent (6%), (ii) a millage rate of 423.2 mills (which millage rate shall remain applicable and fixed throughout the Term of this Fee Agreement), and (iii) a fair market value of the Project to be determined according to the Act (the “Fair Market Value”).

(C) Pursuant to Section 12-44-60 of the Act, the Company may elect to include Replacement Property as part of the Project to the maximum extent permitted by the Act. The FILOT Payments due with respect to any Replacement Property shall be calculated according to Section 12-44-60 of the Act.

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

(E) If the Act, any portion of the Act, and/or the FILOT Payments are declared invalid or unenforceable, in whole or in part, for any reason, the Company and the County intend that this Fee Agreement be reformed so as to afford the Company with a benefit that is commensurate with the benefit provided under this Fee Agreement. If the Project is not eligible for FILOT Payments, the Company shall be entitled to receive (i) the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by South Carolina Constitution Article X, Section 3, and any other exemption allowed by law from time to time; (ii) all allowable depreciation, allowances and adjustments to Fair Market Value; and (iii) such other credits, abatements and exemptions from *ad valorem* taxes, as are allowed by law.

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

(G) If, at any time during the Term, the investment at the Project falls below \$10 million (by original cost, including replacement property, and not including applicable depreciation), then the Project will prospectively, and not retroactively, lose the benefit of this Fee Agreement and become subject to *ad valorem* property taxes.

5.2. Tax Deductions, Credits and Exemptions

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

5.3. Abating FILOT Payments

If the Project is damaged or destroyed, the subject of condemnation proceedings, or otherwise adversely impacted by theft, casualty, or other cause, and the damage, destruction, condemnation, or adverse impact reduces the Project's fair market value, the FILOT Payments

shall be abated in the same manner as *ad valorem* property taxes would be abated if the Project were subject to *ad valorem* property taxes to the fullest extent allowed by the Act.

6. OTHER COVENANTS

6.1. Use of Project

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

6.2. Limitation of County's Liability

Anything herein to the contrary notwithstanding, any obligation the County may incur hereunder, including an obligation for the payment of money, shall not be deemed to constitute a debt or general obligation of the County but shall be payable solely and exclusively from the revenues and receipts derived by the County from this Fee Agreement, and the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power.

6.3. No Liability of County Personnel

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

6.4. Transfer of Project; Financing

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

6.5. Financing

Financing, lending, security, sale-leaseback, assignments, leases, subleases, or similar arrangements are permitted in accordance with Sections 12-44-120(B) and (C) of the Act. The Company shall cause the County and the Department of Revenue to be notified of a financing-related transfer of the Fee Agreement or the Project within sixty (60) days of such transfer. Such notice shall be in writing and shall include the identity of each transferee and any other information required by the Department of Revenue with any appropriate returns.

6.6. *Leasing of Project*

The Company may at any time lease or sublease the Project or portions of the Project on such terms as the Company may determine in its sole discretion, provided that such terms are not inconsistent with this Fee Agreement. No lease or sublease shall reduce any of the obligations of the Company hereunder unless expressly approved in writing by the County.

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

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

6.8. *Waiver of Statutorily Required Recapitulation*

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

6.9. *Indemnification*

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

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

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

7. EVENTS OF DEFAULT AND REMEDIES

7.1. *Events of Default by Company*

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

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

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

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

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

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

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

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

(G) if the Company ceases operations at the Facility.

7.2. Remedies on Event of Default by Company

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

7.3. Default by County

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

8. MISCELLANEOUS

8.1. Rights and Remedies Cumulative

Each right, power and remedy of the County or of the Company provided for in this Fee Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Fee Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Fee Agreement or now or hereafter existing at law or in equity or

by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

8.2. Successors and Assigns

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

8.3. Notices; Demands; Requests

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

(a) As to the County:

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

With a Copy to:

Parker Poe
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Telephone: (803) 253-8000
Facsimile: (803) 255-8017

(b) As to the Company:

[Redacted]

With a Copy to:

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

8.4. *Next Succeeding Business Day*

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

8.5. *Applicable Law; Entire Understanding*

Except as otherwise provided by the Home Rule Act, the Act, and other applicable law, this Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

8.6. *Severability*

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

8.7. *Execution Disclaimer*

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

8.8. *Headings and Table of Contents; References*

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

8.9. *Multiple Counterparts*

This Fee Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

8.10. *Amendments*

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

8.11. *Waiver*

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

8.12. *NON-DISCLOSURE OF COMPANY INFORMATION*

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

[signatures on following page]

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

RICHLAND COUNTY COUNCIL

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

(SEAL)

Attest this _____ day of
_____, 2013

Michelle M. Onley
Clerk of Council

PROJECT RUBY

By: _____
Name: _____
Title: _____

EXHIBIT A

COUNTY REPORTING REQUIREMENTS

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

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

the following information:

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

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

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

EXHIBIT B

LEGAL DESCRIPTION OF REAL PROPERTY



EXHIBIT C

DESCRIPTION OF PERSONAL PROPERTY

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; Section 23-69, Distribution of Funds, so as to clarify and revise the language therein **[PAGES 130-133]**

Notes

First Reading: November 5, 2013

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SECTION 23-69, DISTRIBUTION OF FUNDS, SO AS TO CLARIFY AND REVISE THE LANGUAGE THEREIN.

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 23, Taxation; Article VI. Local Hospitality Tax; Section 23-69. Distribution of Funds, is hereby amended to read as follows:

Sec. 23-69. Distribution of funds.

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

Columbia Museum of Art	\$650,000
Historic Columbia	\$250,000
EdVenture Museum	\$100,000
County Promotions	\$200,000

(2) The amounts distributed to the Columbia Museum of Art, Historic Columbia, and EdVenture Museum shall be paid quarterly beginning October 1, 2003. The amount distributed to organizations receiving County Promotions shall be paid to the organization as a one-time expenditure beginning in Fiscal Year 2008-09.

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

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

- a. Organizations that are physically located in the areas where the county collects Hospitality Tax revenues, provided the organization also sponsors projects or events within those areas;
- b. Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and
- c. Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax Revenues.

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

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

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

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

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

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

(Ord. No. 025-03-HR, § I, 5-6-03; Ord No. 081-06HR, § I, 9-12-06; Ord. No. 001-08HR, § I, 1-8-08; Ord. No. 069-08HR, § I, 12-2-08; Ord. No. 016-09HR, § II, 7-1-09; Ord. No. 077-09HR, § I, 12-15-09; Ord. No. 059-10HR, § I, 9-21-10)

SECTION II. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, 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 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:
Second Reading:
Public Hearing:
Third Reading:

DRAFT

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 12, Garbage, Trash and Refuse; Article I, In General; and Article II, Collection and Disposal; Section 12-12, Definitions, and Section 12-16, Conditions for Residential and Small Business Solid Waste Collection-Yard Trash and Other Household Articles; so as to remove reference to "Franchise" and so as to require trash to be bagged in a phased-in manner [PAGES 134-139]

Notes

July 23, 2013 - The Committee unanimously approved the recommendation that Council approve alternative yard debris management protocol that reduces the burden on the citizen with the adoption of the following addendum (provided in part herein): "Special services for YARD WASTE shall be provided to any household in where no occupant is capable of containerizing and/or bagging yard waste. 'Therefore, households who for medical reasons cannot bag or containerize their yard debris may be granted a variance from bagging and bundling. Resident may also be eligible to receive a large roll cart for yard waste use if they provide a written medical excuse from a licensed South Carolina doctor stating the citizen is not physically able to bag their yard waste. The county may require reimbursement for the actual cost of the yard waste roll cart. The Contacting Officer's Representative shall make the determination if this special service is justified.' Additionally, staff was directed to identify storm drainage areas and non-storm drainage areas that currently exist in the county prior to the first Council meeting in September 2013.

September 10, 2013 - A motion was unanimously approved to defer to the September 24, 2013 D&S Committee meeting.

September 24, 2013 - A substitute motion to forward this item to Council without a recommendation failed. A motion for reconsideration was passed. A second substitute motion passed to forward this item to Council without a recommendation.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 12, GARBAGE, TRASH AND REFUSE; ARTICLE I, IN GENERAL; AND ARTICLE II, COLLECTION AND DISPOSAL; SECTION 12-12, DEFINITIONS, AND SECTION 12-16, CONDITIONS FOR RESIDENTIAL AND SMALL BUSINESS SOLID WASTE COLLECTION – YARD TRASH AND OTHER HOUSEHOLD ARTICLES; SO AS REMOVE REFERENCE TO “FRANCHISE” AND SO AS TO REQUIRE TRASH TO BE BAGGED IN A PHASED-IN MANNER.

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 12, Garbage, Trash and Refuse; Article I, In General; Section 12-1, Dumping Within Rights-of-Way Prohibited; is hereby amended to read as follows:

Sec. 12-1. Dumping within rights-of-way prohibited.

It shall be unlawful for any person to dump, throw, drop, leave, or in any way deposit any garbage, ashes, rubbish, paper, trash, litter, refuse, building materials, glass bottles, glass or cans on any property belonging to another on or along any street, road, highway, curb, sidewalk, or public right-of-way, except as required by the authorized ~~and franchised~~ garbage collector for that district; nor shall any person throw or deposit any refuse in any stream or other body of water within the boundaries of the county.

SECTION II. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-12, Definitions; is hereby amended to delete the definition of “Garden and yard trash” and the definition of “Franchise collector” in their entireties and to include in the appropriate alphabetical order, the following definitions:

Brush: Bulky trimming and pruning waste generated from routine tree and shrubbery maintenance in the immediate area around a residential property or a small business. Brush does not include waste generated from the removal of a tree, as defined under Section 26-22 of Chapter 26.

Roll cart: ~~Garbage e~~Containers, mounted on wheels, which are issued to citizens by the county. Containers are used to store recyclables or garbage solid waste between collections by ~~franchise collectors~~ contractors.

Trash: Unless specifically provided to the contrary, shall include and mean household trash ~~and garden, yard debris, and~~ yard trash waste, and brush, as defined herein.

Yard debris: Grass clippings, loose leaves, loose pine straw, and/or small clippings generated from routine landscape maintenance in the immediate area around a residential property or a small business.

Yard waste: Limbs and sticks not exceeding four (4) inches in diameter or four (4) feet in length generated from routine landscape maintenance in the immediate area around a residential property or a small business, which are not easily bagged or containerized.

SECTION III. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (3) is hereby amended to read as follows:

- (3) A lone bid or proposal for a specific service area shall not warrant automatic award of the ~~franchise~~ contract to the lone bidder or proposer.

SECTION IV. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (b); Paragraph (7); Subparagraph b. is hereby amended to read as follows:

- b. In the event that a contractor is a partnership, corporation, or entity other than an individual, and such contractor anticipates a sale or transfer of the ownership and/or management of the business to a third party, then the county administrator shall, at his discretion, give written approval or denial of the assignment of the contractor's contract rights ~~under the contractor's franchise~~ to the third party. Written approval of the county administrator shall be obtained prior to the third party's assumption of the contractor's duties in the service area.

SECTION V. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (f); is hereby amended to read as follows:

(f) All bonds, insurance and other contractual obligations shall be adhered to by all contractors. Such contract requirements shall be reviewed and/or evaluated on a routine basis, and if, at any time, a collector is found to be in violation of any contract requirement, the collector shall be given fifteen (15) days to correct the violation. Should the collector fail to show compliance with the contract after the fifteen-day grace period, he or she shall automatically forfeit his or her ~~franchise~~ contract.

SECTION VI. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-14, General Conditions for Granting Contracts for Residential and Small Business Solid Waste Collection; Subsection (i); is hereby amended to read as follows:

- (i) Contracts ~~with the franchise~~ shall be for a period not to exceed five (5) years.

SECTION VII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (a); is hereby amended to read as follows:

- (a) ~~Garbage~~ Recyclables and solid waste shall be collected only by collectors who ~~are franchised by~~ have a contract with the county.

SECTION VIII. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-15, Conditions for Residential and Small Business Solid Waste Collection – Garbage; Subsection (b); Paragraph (2); is hereby amended to read as follows:

- (2) A small business may request up to two (2) county-issued roll-carts for use in scheduled solid waste collection by the ~~franchise collector~~ contractor. The roll carts remain the property of the county for use by the small business to which they are issued. Anyone who damages a roll cart that is issued to them shall pay for repairing the carts or purchase replacement carts from the county. Carts that are damaged through normal use as a result of being emptied by contractors will be repaired at county's expense. Collection will be suspended at any location at which a roll cart is missing or at which a roll cart is damaged to such an extent as to interfere with normal collection methods.

SECTION IX. The Richland County Code of Ordinances; Chapter 12, Garbage, Trash and Refuse; Article II, Collection and Disposal; Section 12-16, Conditions for Residential and Small Business Solid Waste Collection – Yard Trash and Other Household Articles; is hereby amended to read as follows:

Sec. 12-16. Conditions for residential and small business solid waste collection – Yard ~~trash debris, yard waste, brush,~~ and other household articles.

(a) Refuse shall be collected only by contractors who ~~are franchised by the county~~ have entered into a contract with the county to perform solid waste collection.

(b) Yard ~~trash~~ debris, yard waste, brush, and other household articles shall be collected in the entire unincorporated portion of the county ~~under~~ with the following ~~conditions~~ provisions:

- (1) Yard ~~trash~~ debris, which is including all bagged or ~~boxed trash and containerized up to~~ the equivalent of two (2) roll carts ~~of loose trash,~~ and placed at curbside of the nearest public road, shall be collected once each week. ~~This article does not intend to require that yard trash be bagged, boxed or bundles; however, such practice will be encouraged. Richland County requires that all yard debris must be bagged or~~

containerized. This requirement will be phased in across Richland County as follows:

- a. Service Areas 2 and 6, as referenced in Collection Services agreements that took effect on January 1, 2013 and are on file with the Richland County Procurement Office, must bag or containerize all yard debris as of this date; and
 - b. Service Areas 5A, 5B, and 7 must bag or containerize all yard debris as of January 1, 2014; and
 - c. Service Areas 1, 3, and 4 must bag or containerize all yard debris as of January 1, 2015.
- (2) ~~Yard trash waste, which does not exceed four (4) inches in diameter, shall be cut in lengths not exceeding four (4) feet and shall be stacked in a compact pile in front of the residential property or small business, adjacent to the curb; provided that such piles shall not extend into the street. and other household/business articles not suitable for placement in a roll cart, plastic bag or trash container sack may be placed for collection as follows:~~
- a. ~~Tree branches and heavy brush which do not exceed four (4) inches in diameter shall be cut in lengths not exceeding four (4) feet in length and stacked in a compact pile in front of the residence adjacent to the curb, but such piles shall not extend into the streets;~~
 - b. ~~Sticks, hedge clippings, small brush and leaves shall be placed in neat piles at curbside.~~
- (3) ~~Within~~ During one (1) week of each month, contractors shall remove all household/business furnishings, appliances, large yard toys and other large household/business articles, when placed in front of the residence or business at the nearest public road. All large appliances shall have doors removed prior to placement at the curb. Provided, however, pick-up of these items shall change to “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.
- (4) Brush shall be picked-up “by appointment only” once the phased in schedules of the service areas described in subparagraphs 1.a., b., and c., above, become effective.

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

SECTION XII. Effective Date. This ordinance shall be enforced 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:
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters. **[FIRST READING BY TITLE ONLY] [PAGE 140-141]**

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER RELATED MATTERS.

Richland County Council Request of Action

Subject

Planning Commission-2; there are currently two appointments to be made to this commission; applications were received from the following: **[PAGES 142-153]**

Marilyn Joyner
Robert A. Lapin
Greg L. Lehman
Edward "Eddie" Yandle



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Marilynn Joyner
Home Address: 6016 Pine Valley Rd. Columbia, SC 29206
Telephone: (home) 629-6402 (work) 744-9854
Office Address: 807 Gervais St. Columbia, SC 29204
Email Address: mjoyner@naivant.com
Educational Background: Dual Bachelors Degree from USC - see resume
Professional Background: see resume attached
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning Commission
Reason for interest: see attached

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

see attached

Presently serve on any County Committee, Board or Commission? no
Any other information you wish to give? see attached
Recommended by Council Member(s): Jim Manning
Hours willing to commit each month: 15-30 hours

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: _____

Maury Jay 10/24/13
Applicant's Signature Date

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

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

Applications are current for one year.

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

Marilynn Joyner
Application for Richland County Planning Commission

Reason for Interest:

Originally from Atlanta, Georgia, I first came to Columbia, South Carolina on a ballet scholarship to dance with the University of South Carolina's dance company while also receiving a bachelor's degree. After graduating from the University with a dual degree in political science and dance performance, I was one of the few from my graduating class to stay in Columbia to build my career.

Due to the strong connections I made working with the South Carolina Bankers Association while in school, I saw how big of an impact I could make as a young professional staying in Columbia rather than moving to another city. Most students who graduated with me decided to move elsewhere because they did not have the opportunity to see the strength of Columbia's business realm and experience the potential economic growth Columbia has.

I am interested in becoming a member of the Richland County Planning Commission because I see how important it is to build strong leaders in Columbia. Economically and development wise, Columbia has come so far since the Great Recession, but now is the time for Columbia to continue forward with this growth.

Richland County needs young leaders like myself who have a strong passion for Columbia and the eagerness to help the county continue to grow socially, economically and physically through the development and redevelopment of areas throughout the county. We have the opportunity to grow as a county by keeping good talent of those individuals who come to Columbia for college, bringing new businesses to Columbia, and helping with the future development and redevelopment of Columbia.

Through smart growth, strong, diverse leadership and young talent, I believe there is incredible hope for Columbia to become stronger in its business and economic sectors.

Your characteristics/qualifications, which would be an asset to the Planning Commission:

I would be a great asset to the Planning Commission because of the excitement I obtain and new perspectives I would bring to the team regarding the future economic growth of Columbia.

As an independent contractor with NAI Avant and a young woman in the community, I would bring diversity and new ideas to the table, due to the several leadership roles I have obtained and the vast number of experiences I have had.

If selected to become a member of the commission, I would exceed the expectation of what is expected of me as a member, and take every case with integrity, fairness, intelligence and honesty. Not only will adding me to the team help me to become more involved within Richland County, expand my knowledge regarding Columbia's growth, and increase my professional connections, but it will allow for Richland County to open their arms to build and mold young, motivated leaders like myself to become strong leaders within the community.

Marilynn Elise Joyner
6016 Pine Valley Road, Columbia, SC 29206
marilynn.joyner@gmail.com
803-629-6402

EDUCATION

University of South Carolina, College of Arts and Sciences
Bachelor of Arts, Political Science and Dance Performance
Double Major: Political Science and Dance Performance
Awards: Dance Performance in-state tuition scholarship for four years
Dean's list 2008-2010, Fall 2011, Spring 2012
Columbia, SC
May 2012

Lander University
South Carolina Bankers School
First Year Student
Greenwood, SC
July 2012

USAC Study Abroad Program
Studied Political Corruption & Basque Politics
University of Nevada· Universidad de Navarra
San Sebastian, Spain
Summer 2011

EXPERIENCE

NAI Avant
Broker – Independent Contractor
Columbia, SC
March 2013 – Present

- Serve as commercial real estate broker specializing in industrial, retail and office properties
- Research property appraisal using local comparisons and area data
- Provide financial information and analytical data about properties to the potential buyer or seller
- Travel and visit several businesses marketing properties listed
- Show several sites to potential buyers
- Discuss costs of maintaining building and possible renovations with client
- Determine best method of purchase and review financials
- Handle transactions ensuring all paperwork is property filled out
- Create relationships and network with businesses and other professionals
- Have all properties inspected thoroughly and identify possible repairs
- Act as an intermediary in negotiations between buyers and sellers over property prices and settlement details, and during the closing of sales
- Work with loan officers, attorneys, and agencies to complete purchase
- Stay involved within the community via outreach and attend networking events to continuously meet more professionals

NAI Avant
Marketing Coordinator / Brokerage Assistant
Columbia, SC
September 2012 – March 2013

- Create marketing materials including flyers, flyer packages and proposals
- Assist with correspondence, document preparation, telephone and email communication and greeting clients
- Maintain the disk archives
- Pull and create ring demographics and aerials
- Prepare and send property marketing e-blasts
- Plan special events, broker luncheons and annual NAI Avant reception
- Work closely with Marketing Director in designing and implementing company-wide marketing plan
- Assist Marketing Director with press releases, social media and website
- Manage electronic storage of marketing materials

Marilynn Elise Joyner
6016 Pine Valley Road, Columbia, SC 29206
marilynn.joyner@gmail.com
803-629-6402

SOUTH CAROLINA BANKERS ASSOCIATION

Columbia, SC

Director of Social Media / Government Relations Part-Timer

May 2010 – September 2012

- Managed SCBA's social media sites regularly (Facebook, Twitter and LinkedIn) with webcasts, photos, updates, etc
- Helped design and build new SCBA website (*www.scbankers.org*)
- Maintained and updated material for website regularly
- Designed and sent weekly SCBA e-notification (*SCBA's Two Cents*) along with other e-notifications highlighting programs
- Met with bank CEOs to discuss marketing and social media efforts in their financial institutions
- Encouraged banks and associate members to join social media outlets and assist with their social networks
- Planned and prepared data for monthly Seminars/Conferences, Annual Convention, Legislative Reception, Washington Government Relations Summit and Bankers School
- Composed *Bank News*, *People on the Move* and *Good Deeds* spreads for each *Palmetto Banker* issue
- Attended and planned monthly SCBA board meetings, trade shows, receptions, events and conferences
- Recorded financial spreadsheets for the SCBA BankPAC and compiled SCBA Insurance Trust statements
- Handled associate membership renewal and certified credit from conferences
- Assisted government relations director with legislative data and attended State House committee meetings
- Merged letter and label formats and printed brochures for mailings to bankers, associate members, etc.

LEADERSHIP

Leadership Columbia Class of 2014

Founder of Alpha Delta Pi Columbia Alumnae Association

Junior League of Columbia Member

Columbia Chamber of Commerce Company Member

Columbia Opportunity Resource Member (COR)

Involved with United Way Young Leaders Society, Committee of 100, Junior Achievement of SC, Columbia Museum of Art Contemporaries, Midlands Young Real Estate Professionals Network, ICSC, ULI, USC Dance Company, Crew Midlands and Carolina Community Foundation

VOLUNTEERING

Carolina Children's Home, Palmetto Lifeline, American Heart Association, Eastminster Presbyterian Church Bradley Elementary Lunch Buddies Program, United Way, MRC, Toys for Tots, Run a Kid to Camp for Camp Seafarer and Camp Seagulls in Charleston, Ronald McDonald House Charities, Dance Marathon, Trick – or – Treat with the Greeks, Relay for Life, Palmetto Health Foundation, St. Lawrence Place 5k run, and Pets Inc.

IT SKILLS

Proficient in Microsoft Excel, Word, PowerPoint, Publisher and Outlook; Adobe In – Design, Illustrator, InCopy, Final Cut Pro and Photoshop; netForum Avectra Database; FileMaker Pro Database; Moonfruit, Wordpress, Drupal, Facebook, Twitter, Hootsuite, and LinkedIn; ReApplications; Pictometry; Esri Business Analyst Online; CoStar; LoopNet; Individual County GIS; Knowledge of AP Style and Copy Editing

REFERENCES

References and transcripts are available upon request



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Name: Robert A. Lupin
Home Address: 217 CAMDEN Chase
Telephone: (home) 803-699-5077 (work) 803-513-1578
Office Address: 807 GERARD STREET Suite Ste 301, COI, SC 29201
Educational Background: B.A. in Business @ Michigan State University
Professional Background: Director of Mkt @ Ben Arnold Beverages Past 12 yrs @ NAI AVANT
Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []

Name of Committee in which interested: Planning Commission

Reason for interest: With my skill set I feel this is the most appropriate Commission for the industry I work in.

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

Have been involved in old & new development w/in Commercial Real Estate industry. Also have been involved in numerous transactions involving Real Estate.

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

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: As much as is required. I set my own hours in my job!

CONFLICT OF INTEREST POLICY

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

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

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

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

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____

No ✓

If so, describe: _____

Robert T. [Signature]
Applicant's Signature

10/22/13
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 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: Greg L. Lehman

Home Address: 136 Wren Ridge Dr., Blythewood, SC 29016

Telephone: (home) (803) 667-9004 (work) (803) 513-3474

Office Address: Suite 150, 7 Technology Circle, Columbia, SC 29203

Email Address: glehman@nvrinc.com

Educational Background: BS degree in CE Technology & MS in Bus. Mgmt.

Professional Background: 20 years experience in engr. design and land dev.

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: I wish to serve Richland Co. in order to help it to manage growth and development such that it meets the needs of current residents without compromising the needs of future generations.

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

Commission: I believe that my background in engineering and land dev., my knowledge of Richland County's land development code, and my history of working with County Planning Staff would be an asset to the Planning Commission.

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

Any other information you wish to give? I am very familiar with the geography of the county.

Recommended by Council Member(s): _____

Hours willing to commit each month: 16 to 20 hours per month

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes ✓ No _____

If so, describe: I am the Land Acquisition Mgr. for Ryan Homes. Although I am not aware of any project currently scheduled for review by the Planning Commission, it is possible that Ryan Homes could be involved in a future project that I would need to disclose.

Oliver G. Gehman
Applicant's Signature

10/15/13
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

2



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

Applicant must reside in Richland County.

Name: Eduard (Eddie) Yandle
Home Address: 117 Beaver Ridge Dr
Telephone: (home) 736-4193 (work) 513-5618
Office Address: same as above
Email Address: eddie.gao@hotmail.com
Educational Background: High School
Professional Background: Self employed since 1991
Male Female Age: 18-25 26-50 Over 50
Name of Committee in which interested: Planning
Reason for interest: Want to see the vision of Richland County being developed properly done
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
I have been in the construction industry for 20+ years as a sub contractor and a builder/developer
Presently serve on any County Committee, Board or Commission? yes, if BA of Oconee Columbia
Any other information you wish to give? _____
Recommended by Council Member(s): _____
Hours willing to commit each month: what is needed

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.

Richland County Council Request of Action

Subject

Richland Library Referendum Resolution: Declaring the results of the November 5, 2013 referendum [**PAGES 154-164**]

A RESOLUTION

**TO DECLARE THE RESULTS OF A REFERENDUM HELD IN RICHLAND COUNTY,
SOUTH CAROLINA ON NOVEMBER 5, 2013**

WHEREAS, there has been received by the County Council of Richland County, South Carolina (the "Council"), the governing body of Richland County, South Carolina (the "County"), certification of the Richland County Board of Elections and Voter Registration f/k/a and now d/b/a Richland County Election Commission certifying that a referendum held in the County on November 5, 2013 (the "Election") did result as described below:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-15-60 of the Code of Laws of South Carolina 1976, as amended, that the Election, at which was submitted to the qualified electors of the County the following question:

Shall the County Council of Richland County, South Carolina (the "County") be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds of the County in a total principal amount of not more than \$59,321,900 to pay for the costs of acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Richland Library system?

Yes, in favor of the question []

No, opposed to the question []

If you are in favor of the question, select "Yes, in favor of the question"; if you are opposed to the question, select "No, opposed to the question."

The Election resulted favorably to the question being submitted therein, there being 19,124 votes cast in favor of the question and 9,977 votes cast opposed to the question.

Section 2.

A copy of this Resolution, duly certified by the Clerk to Council shall be forthwith filed in the Office of the Clerk of Court for Richland County, South Carolina.

Done this 19th day of November, 2013.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

CERTIFICATE OF REGARDING RESULTS OF REFERENDUM

I, the undersigned Director of the Richland County Board of Elections and Voter Registration, f/k/a and now d/b/a Richland County Election Commission (the "**Commission**"), do hereby declare and certify as follows:

I did duly appoint Managers of Election (the "**Managers of Election**") for each precinct within the Richland County, South Carolina (the "**County**") for a bond referendum (the "**Election**") held in the County on November 5, 2013, at which the following question was submitted to all qualified electors of the County (the "**Question**"), to wit:

Shall the County Council of Richland County, South Carolina (the "**County**") be authorized to issue and sell, either as a single issue or as several separate issues, general obligation bonds of the County in a total principal amount of not more than \$59,321,900 to pay for the costs of acquiring, constructing, improving, and renovating existing and proposed facilities and equipment of the Richland Library system?

Yes, in favor of the question []

No, opposed to the question []

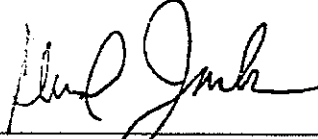
If you are in favor of the question, select "Yes, in favor of the question"; if you are opposed to the question, select "No, opposed to the question."

The returns for each precinct in the County have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 18,463 votes cast in favor of the Question and 9,993 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Commission under the Constitution and statutes of the State of South Carolina, including particularly Titles 4, 6 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduction of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

RICHLAND COUNTY BOARD OF ELECTIONS
AND VOTER REGISTRATION, F/K/A and now D/B/A
RICHLAND COUNTY ELECTION COMMISSION



November 8, 2013

Howard Jackson, Director

Exhibit A

Results of Referendum

SUMMARY REPT-GROUP DETAIL

Richland County
Municipal/Referendum Election
November 05, 2013

Official Results

Run Date:11/08/13 09:58 AM

Report EL45A Page 001

	TOTAL VOTES	%	Optical Scan	iVotronic	Flash Data
PRECINCTS COUNTED (OF 130)	130	100.00			
REGISTERED VOTERS - TOTAL	247,171				
BALLOTS CAST - TOTAL	29,549		610	28,849	0
VOTER TURNOUT - TOTAL		11.95			
COUNTY REFERENDUM					
Vote for up to 1					
Yes, in favor of the question	19,124	65.72	316	18,478	0
No, opposed to the question	9,977	34.28	260	9,918	0
Total	29,101		576	28,396	0

WARD	STATISTICS		COUNTY REFERENDUM	
	YES	NO	YES	NO
Ward 1	1852	231	156	71
Ward 2	943	111	71	27
Ward 3	1476	281	197	81
Ward 4	1418	327	216	106
Ward 5	1357	109	64	44
Ward 6	1390	328	202	118
Ward 7	1290	237	182	40
Ward 8	3434	179	150	25
Ward 9	1534	224	176	36
Ward 10	1486	463	299	160
Ward 11	1439	203	142	52
Ward 12	1542	421	288	127
Ward 13	1993	565	366	195
Ward 14	1543	540	348	189
Ward 15	979	332	207	123
Ward 16	1264	482	248	232
Ward 17	1527	492	284	206
Ward 18	1505	284	197	75
Ward 19	1439	273	232	28
Ward 20	1775	390	297	89
Ward 21	1747	357	289	62
Ward 22	1700	259	205	48
Ward 23	1034	264	180	80
Ward 24	909	349	181	166
Ward 25	1540	541	256	277
Ward 26	1624	190	102	86
Ward 29	1560	273	226	41
Ward 30	928	150	96	51
Ward 31	1154	208	167	40
Ward 32	993	207	166	29
Ward 33	1170	218	157	50
Ward 34	1213	291	192	91
Arcadia	1558	188	117	67
Ardincaple	409	81	52	27
Ballentine	3095	260	135	124
Beatty Road	1145	40	30	10
Bluff	2217	199	159	38
Bythwood #1	1126	138	57	81

Richland - Official Results
Municipal/Referendum Election

	STATISTICS		COUNTY REFERENDUM	
	VOTES	PERCENT	YES	NO
Blythewood #2	1760	211	101	108
Brandon	3679	425	304	115
Briarwood	2736	216	116	91
Caughman Road	1864	166	119	47
College Place	1777	206	162	37
Cooper	1210	187	121	65
Dennyside	822	82	47	33
Dentsville	2432	187	134	48
Dutch Fork #1	2358	141	63	78
Eastover	2559	215	170	41
Edgewood	2043	359	258	82
Estates	4521	329	169	155
Fairlawn	2780	227	167	58
Fairwold	965	275	214	54
E Forest Acres	1202	162	87	75
N Forest Acres	1398	148	101	47
S Forest Acres	1554	201	116	84
Frizarsgate #1	1964	125	65	59
Frizarsgate #2	1677	84	42	42
Old Frizarsgate	1279	96	49	45
Gadsden	1965	160	103	52
Garners	939	64	42	20
Greenview	1868	576	454	112
Gregg Park	1909	270	165	105
Hampton	1744	246	155	85
Harbison #1	2393	156	122	30
Hopkins	2734	247	166	78
Horrill Hill	2283	125	70	55
Hunting Creek	487	39	21	17
Keels	3430	193	151	36
Keenan	1879	244	176	56
Killian	1455	82	54	26
Kingswood	2866	225	163	62
Lincolnshire	2260	162	124	35
Longcreek	3580	265	112	151
Lykefield	2421	372	216	149
McIntire	898	77	32	42
Meadowfield	1771	399	219	175

	STATISTICS		COUNTY REFERENDUM	
	VOTES	COUNT	FOR	AGAINST
Meadowlake	2326	253	201	50
Midway	2997	157	98	57
Mill Creek	1835	135	74	59
Monticello	2351	179	93	85
North Springs #1	3242	231	150	70
North Springs #2	2879	228	131	96
Oakwood	1015	117	70	46
Olympia	2387	120	86	29
Parkway #1	5553	381	276	102
Pennington	2662	703	391	307
Pine Lakes	2688	179	129	47
Pinewood	1711	111	77	32
Polo Road	4897	466	303	161
Pontiac	3089	354	194	159
Rice Creek	4330	222	148	73
Ridgewood	731	85	65	18
River Springs	3599	186	91	93
Riverside	1277	81	57	21
Riverwalk	2849	207	120	83
Satchelford	1371	154	74	79
Skyland	1244	119	80	38
South Beltline	1679	198	113	83
Spring Valley	2569	201	128	73
Springville	3504	306	134	171
St Andrews	1303	119	79	38
Trenholm Road	961	318	160	156
Valhalla	2378	200	110	90
Valley State Park	2365	121	80	39
Walden	1133	62	45	16
Westminster	1942	130	91	39
Witlewell	1892	74	56	16
Wildewood	2814	251	117	133
Woodfield	2766	130	86	43
Woodlands	2123	682	333	338
Wiythwood #3	1531	153	75	78
Dutch Fork #2	3041	185	98	86
Harbison #2	1270	129	94	32
Kelly Mill	1180	54	23	31

	STATISTICS		COUNTY REFERENDUM	
	VOTERS	CASSES	FOR	AGAINST
Lake Carolina	2523	133	73	59
Oak Pointe	3030	286	192	92
Parkridge	1011	38	23	15
Parkway #2	2957	192	133	56
Pine Grove	1730	121	94	24
Ridge View	4861	288	182	103
Round Top	668	28	19	9
Sandlapper	3293	191	121	70
Spring Hill	1288	129	39	90
Spring Valley West	2724	232	142	85
Absentee	0	1277	113	162
Emergency	0	0	0	0
Fallsafe	0	0	0	0
Provisional	0	24	15	3
Fallsafe Provisional	0	0	0	0
TOTALS	247171	29549	19124	9977

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE: **[PAGES 165-197]**

- a. South Carolina Department of Transportation Intergovernmental Agreement Discussion
- b. Update on Beta Tract Mitigation Bank **[ACTION]**

Richland County Council

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



Phone: (803) 576-2061
Fax: (803) 576-2136

TRANSPORTATION AD HOC COMMITTEE

**November 18, 2013
2:00 PM
ADMIN CONFERENCE ROOM**

- 1. Call to Order**

- 2. Meeting with South Carolina Department of Transportation (SCDOT) to discuss Intergovernmental Agreement (IGA)**

- 3. Update on Beta Tract Mitigation Bank**

- 4. Other Business**

- 5. Adjournment**

**Cooperative Intergovernmental Agreement
between
Richland County, South Carolina
and the
South Carolina Department of Transportation
For
Richland County Sales Tax Transportation Program**

THIS AGREEMENT is 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 County and the Department desire to work together in the planning and implementation of the Richland County Sales Tax Transportation Program and,

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

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

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve certain transportation facilities throughout Richland County using, in part, funds derived from the one (1) cent special sales and use tax imposed by Richland County and approved by referendum held November 6, 2012.

B. Description of Work

The projects for this agreement include only those projects that are listed in Attachment "A" and are hereinafter referred to as the "Project(s)" and the collective group of Projects is hereinafter referred to as the "Program". The provisions herein shall only apply to Projects listed in Attachment "A" and all are currently on the State Highway System or are proposed to be conveyed to

the Department for acceptance into the State Highway System. Unless otherwise agreed, these provisions shall not apply to projects which are to be owned or maintained by the County, a municipality or another non-state entity. Where local roadways tie into state or federal roadways, changes within the Department's right of way will fall under the terms of this agreement unless changes are approved by the Department through an encroachment permit.

Prior to project initiation for each project, the County shall identify whether it will develop the Project to maintain eligibility for Federal Transportation Funding. The Projects declared federally eligible shall be developed and constructed to federal standards. The Federal Highway Administration (FHWA) will make the determination of eligibility for Federal Transportation Funding for each Project for which those funds are requested at the time of request for authorization of each phase.

The scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administrative activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program has been described in Attachment A. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of Richland County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Program. The County and Department further agree that each party will strive to communicate at both the management level and staff level.
 - 1. The County Transportation Director and/or the designated County Representative shall meet with the Program Manager from the Department on an as-needed basis.
 - 2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.
- B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Program.

III. OBLIGATIONS OF DEPARTMENT:

- A. The County shall prepare, in the Department's name, all documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq, or as specified by the Department. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Agencies on behalf of the County to expedite the approval of required environmental documentation, if necessary.
- B. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.
- C. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project on the state system for maintenance within 30 days once all obligations of the County have been completed as outlined in Section V.F.5 of this agreement.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services for the execution of activities for the planning, development, and delivery of each Project, unless noted otherwise herein.
- C. The County shall reimburse the Department for costs incurred as part of the Department's reviews, coordination, and oversight. The Department will invoice the County no more often than quarterly for those costs.
- D. The cost of each Project shall be borne solely by Richland County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All Projects shall be developed and constructed to Department standards and specifications any other applicable legal standards and will be accorded equal priority for completion. The current edition of each standard and specification shall be the edition as of the beginning of the design work for each Project with the expectation that the standards and specifications shall be applicable through the completion of the Project. However, where there is a significant delay in the completion of the design of a Project, the most current standards and specifications may be incorporated into the contract documents. It is the intent of both the County and the Department to design the Projects in compliance with the applicable standards and specifications. However, both parties recognize that exceptions to these standards and specifications may be mutually beneficial. Such exceptions will be granted if both parties agree.

B. Planning Activities

The County shall consider each Project and shall make a determination as to the exact scope of the proposed improvement. In this planning phase, the County shall consider the following aspects of the Projects in determining the scope of the proposed improvements:

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied by the Department for use in these planning activities. Where these CMCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

The County will also carry out their work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee each Project for such compliance. This responsibility shall include:

1. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.
2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency to complete the Projects and will work with the Department in coordinating and negotiating with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope, latest edition, and any amendments thereafter, if applicable. Where required by law, the County shall prepare all permit applications in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

Upon approval of the Department and other applicable regulatory agencies, Richland County may use credits from environmental mitigation banks controlled by or developed for use by the Department. If credits are used by the County from a mitigation bank controlled by or developed for use by the Department, the County will pay to the Department the costs of these credits as mutually agreed upon by the County and the Department.

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations, or as otherwise specified by the Department. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.

Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

Design of the Projects will be the responsibility of the County except as provided for otherwise in this agreement.

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign Project Identification Numbers to the Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, latest edition, including the latest Interim Specifications thereto. Bridge structures shall be designed with the LRFD criteria. This will include all seismic requirements in accordance with these AASHTO criteria.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. If the County intends to seek reimbursement for state or federal funds that may become available for individual Projects, the County shall comply with all applicable federal and state statutes and regulations to maintain the eligibility of those funds for reimbursement.
6. In the event that state or federal funding becomes available for the Project, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall

Comment [RP1]: This has already been discussed between SCDOT and Richland County. Implementation of the County SLBE won't preclude the County from pursuing federal funds for the construction phase as long as Richland County removes any SLBE specifications from the proposal and uses federal guidelines.

respond to the County within 30 business days of the time the County submits the pavement design for review.

8. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept (optional), preliminary (optional), right of way and final design. The County shall submit the design in a form that is acceptable to the Department's reviewer. Design reviews will be accomplished by the Department and review comments will be returned to the County within 25 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to individual Projects. Projects shall not be advanced to right-of-way or construction until written authorization is provided by the Department.
9. Design plans and documents submitted for reviews by the Department shall be provided in electronic (.pdf) format. The County shall utilize file transfer protocol (FTP) or other agreed upon platform to transfer the documents to be reviewed.
10. The Department's written "authority to proceed" with right-of-way acquisition activities shall serve as approval for the County to begin right-of-way activities on individual Projects. The Department agrees to provide written notice of "authority to proceed" or review comments for the right-of-way plans within 25 business days of the time the County submits the right-of-way plans for review.
11. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of individual Projects by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 25 business days of the time the County submits the final plans for review.
12. In the event that federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, etc.). Prior Rights may be established by the following means:

Comment [RP2]: Need confirmation that this is all the language necessary to fall under SCDOT prior rights policy for utility relocations.

- a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
- b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.

Comment [RP3]: Please provide clarification on this specific statement. Is this stating even if the County is allowed to fall under SCDOT prior rights that in some cases they can elect to pay for utility relocations regardless of who has the prior rights?

3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.

Comment [GL4]: This is saying that the County can choose to pay a utility owner who does not have prior rights with Program funds rather than make the utility pay for the relocation

4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.

5. Utilities to remain in Department rights of way, or to be relocated to a point within Department rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."

6. The County will honor the terms of any pre-existing agreements between the Department and a utility owner.

7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to the Department and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall

be documented on Department standard forms. The County shall acquire right of way title in fee simple for any Project where utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard Department practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall:

- a. Perform title searches for properties to be acquired and provide the Department a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.
- b. In accordance with the Department's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from the Department's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the Department. The reviewed appraisal must be approved by the Department's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the Department's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by the Department. All titles shall be recorded in the land records of Richland County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.

- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the Department's Relocation Manual. All relocation housing payment offers shall be approved by the Department prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish the Department with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.
- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to the Department insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall:

- a. Designate a right-of-way representative to approve offers of just compensation as well as any settlements above the approved appraisal amounts.
- b. The right-of-way representative will provide approval for all relocations benefits for those displaced by the project.
- c. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the Department's current Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from

the Department if there is a circumstance where there may be any significant deviation from the contract documents.

2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
3. To the extent applicable, materials shall be procured in accordance with Richland County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.
5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If additional centerline miles are created by the project, once Final Completion is accepted by the Department, the Project will be presented by Department Staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department.
6. The Department shall conduct construction oversight on all State-maintained roadways at the discretion of the Deputy Secretary for Engineering. All Department costs associated with construction oversight shall be reimbursed by the County in accordance with section IV.C.

Comment [GL5]: Requested verification from Construction office

Comment [RP6]: Request to reduce this to 20

- a. The County, or its agent, shall perform all acceptance sampling and testing in accordance with the quality control (QC) sampling and testing schedule and frequency specified in the Department's Construction Manual.
 - b. The Department will perform independent assurance (IA) sampling and testing on projects with federal funding. For projects that do not have federal funding, the County shall arrange for IA sampling and testing to be performed by an independent qualified entity. All IA procedures shall be in accordance with the Department's Construction Manual.
 - c. The Department may at any time ask for, and the County shall immediately provide, any construction inspection or testing related documents. The Department may also perform its own tests, and obtain its own samples, at any time.
 - d. The Project may be subject to periodic reviews/inspections by the Department's Quality Management Team at the discretion of the Department.
7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
- a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
 - b. Contract documents will be furnished to the Department.
 - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
 - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
 - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures, latest edition. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

Comment [RP7]: Not sure this is a blanket statement. This shouldn't apply to projects managed by SCDOT (Leesburg Rd, Hardscrabble Rd)

Comment [GL8]: Can we just address how this will be handled on those type projects in the supplemental agreement?

8. The County shall obtain Department concurrence prior to awarding the contract. If applicable, the County will include the required Federal Aid Contract Provisions for the contract.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD (current edition), the SCDOT District 1 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Project

1. The County shall accept responsibility for normal maintenance of the roadway within the Project limits during construction.
2. The Department shall accept responsibility for normal maintenance of the roadway within the Project limits once the Project has been constructed and accepted by the Department as described in Section V.F.5. above.

C. Tie-in Agreements

Where the limits of the Project meet or overlap into the project limits established for projects that are or will be executed by the Department before the completion of that individual County Project, the County and the Department will develop agreements to outline provisions that would be beneficial to both the County Projects and the Department projects with respect to funding, traffic control, improved safety for the traveling public, coordination of drainage systems, or other design or construction considerations. These agreements will stipulate the funding implications of such provisions and the responsible parties thereof.

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors

as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.9 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Project are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 15 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field information necessary for accomplishing the planning, design, and right of way aspects of the Project. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

Upon completion of the Projects, the County will provide the following Project documentation to the Department.

1. Copies of required environmental documents
2. Design documents
 - a. As described elsewhere in this agreement
 - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
 - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
 - d. Final Stormwater Reports
3. Right of way documents
 - a. Appraisals
 - b. Title search information

- c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
 - d. Correspondence with property owners
 - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
- a. As-built drawings - In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:
 - Survey centerline and existing roadway centerline if different, with labeled stationing.
 - Existing and new right of way lines, and County easement lines
 - Final location of utility lines and appurtenances
 - b. Test reports
 - c. Daily construction diaries
5. Other documents
- a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
 - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
 - c. All permits of government regulatory agencies

F. Certifications

Upon final completion of each Project, the County will provide a letter to the Department stating the following:

The County has provided construction oversight and material for Name of Project. The workmanship and materials used in the construction of the Project are in conformance with the contract documents."

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.
2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

The County and the Department shall cooperate and consult with each other with respect to those Projects intended to be turned over to the Department for maintenance to the extent set forth herein and may utilize the Issues Escalation and Dispute Resolution Process included as Attachment "B" to determine the appropriate person(s) and timeframe to resolve issues that arise. In the event that a dispute arises, the following procedures will be used to resolve the matter.

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "B". Within 90 days of the date of this Agreement, an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County nor the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled for the entire duration of this Agreement and shall hear all disputes between the County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Richland County, South Carolina.

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these

requirements, and also agree that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state laws or regulations. The County will coordinate with the Department's DBE Office when establishing goals for specific Projects. The parties hereto and their agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

Comment [RP9]: County has SLBE that may require this paragraph to be revised

Comment [GL10]: Don't need SLBE information in this agreement

D. Enforceability

All of the terms, provisions and conditions of this Agreement shall be binding upon and enforceable by the parties, their respective elected officials, legal representatives, agents and employees and their respective successors.

E. Amendment

This Agreement may be amended or modified only by a written document, which has been signed by the parties hereto, or by their duly authorized officials. 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 the Program for the purpose of resolving any items that may have been unintentionally omitted from this Agreement or arise from unforeseen events or conditions. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No modifications or amendments to this Agreement shall be effective or binding upon either party unless both parties agree in writing to any such changes.

F. Waiver

No waiver of a breach of any of the covenants, promises or provisions contained in this Agreement shall be construed as a waiver of any succeeding breach of the same covenant or promise or any other covenant or promise thereof. In no event shall any failure by either party hereto to fully enforce any provision of this Agreement be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive

jurisdiction of the courts of Richland County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

J. Notices

All notices pertaining to this Agreement shall be in writing and addressed as set forth below, and shall be deemed properly delivered, given or served when (i) personally delivered, or (ii) sent by overnight courier, or (iii) three (3) days have elapsed following the date mailed by certified or registered mail, postage prepaid.

Notices to County:

Mr. Tony McDonald
Richland County Administrator
P.O. Box 192
Columbia, South Carolina 29202

Notices to Department:

South Carolina Department of Transportation
Attn: Deputy Secretary for Engineering
PO Box 191
Columbia, South Carolina 29202

K. Further Documents

Each party will, whenever and as often as it shall be requested by another party, promptly and within a reasonable time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments or documents as may be necessary to carry out the intent and purpose of this Agreement.

L. Assignment

Except as otherwise provided by applicable law, this Agreement may not be assigned by either party without the written consent of the other party.

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement, notwithstanding any representation, written or oral, to the contrary, made by any person or entity. The parties hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any Third-party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

N. Multiple Counterparts

This Agreement is executed in multiple counterparts, each of which shall be deemed an original but all of which collectively shall constitute one and the same Agreement.

O. Prior Agreements, Entire Agreement

All obligations of the parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof.

This Agreement, with the Appendices hereto, sets forth the full and complete understanding of the parties as of the date first above stated, and it supersedes any and all agreements and representations made or dated prior thereto.

The parties make no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. The parties' rights, liabilities, responsibilities and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.

P. Reviews and Approvals

Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

RICHLAND COUNTY

By: _____
Tony McDonald
Richland County Administrator

Comment [RP11]: This may need to be revised to be the Chairman of County Council

Attest: _____

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

By: _____
Secretary of Transportation

Attest: _____

RECOMMENDED:

By: _____
Deputy Secretary for Engineering

By: _____
Deputy Secretary for Finance and Administration

CERTIFICATION OF DEPARTMENT

I hereby certify that I am the Deputy Secretary of the Department of Transportation of the State of South Carolina and the COUNTY or its legal representatives have not been required directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is Post Office Box 192, Columbia, South Carolina, 29202 and that neither I nor the above COUNTY I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above COUNTY) to solicit or secure this Agreement, or
- (b) Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above COUNTY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract except as herein expressly stated (if any).

In accordance with Section 635.105 of Title 23 C.F.R., I further certify that any work stipulated in this agreement to be performed by the COUNTY can be more advantageously performed by said COUNTY and that said COUNTY is adequately staffed and suitably equipped to undertake and satisfactorily complete such work, including the performance of proper maintenance on the highway facilities constructed under the terms of this agreement.

I acknowledge that this certificate is to be furnished to the DEPARTMENT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

COUNTY
(Signature)

Certification for Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuations, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with this contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Date)

COUNTY
(Signature)

(Date)

DEPARTMENT
(Signature)

COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the COUNTY certifies on behalf of the COUNTY that the COUNTY will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Items (1), (2), (3), (4), (5), and (6).

COUNTY : _____

DEPARTMENT
DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this Agreement, the undersigned, who is an authorized representative of the Department certifies on behalf of the Department that the Department will provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the Department's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by Item (1);
- (4) Notifying the employee in the statement required by Item (1) that, as a condition of employment of this Agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) Notifying the County within ten days after receiving notice under Item (4)(b) from any employee involved with the Program or otherwise receiving actual notice of the conviction;
- (6) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).

DEPARTMENT: _____

Attachment A

2012 Roadway Projects				
Type	Project Name	Begin Location	End Location	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd	\$29,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
Widening	Blythewood Rd	Winnsboro Rd	Syrup Mill Rd	\$21,000,000
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd	\$4,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Kelly Mill Rd.**	na	na	\$4,500,000
Special	Innovista Transportation-Related Projects ***	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects ****	na	na	\$4,000,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.*****	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Intelligent Transportation System	County wide	County wide	\$945,360
Included in Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)				
Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	
Program	Demand Management	na	na	
Program	Establish the Position of Director of Transportation	na	na	
Program	Update the County Zoning Ordinance	na	na	
Program	Encourage Transit Oriented Development	na	na	
Program	Encourage Traditional Neighborhood Development	na	na	
Total Roadway Projects				\$656,020,644

Notes:

*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

**This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

***Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the Intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

****Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

2012 Bike / Pedestrian / Greenway Projects

Type	Location	Highway Name 1	Highway Name 2	Cost
Intersection	Broad River Rd and Bush River Rd			\$94,536
Intersection	Huger St and Gervais St			\$94,536
Intersection	Elmwood Ave and Park St			\$94,536
Intersection	Main St and Elmwood Ave			\$94,536
Intersection	Elmwood Ave and Bull St			\$94,536
Intersection	Two Notch Rd and Alpine Rd			\$94,536
Intersection	Two Notch Rd and Malingate Dr/Windsor Lake Blvd			\$94,536
Intersection	Two Notch Rd and Brickyard Rd			\$94,536
Intersection	Two Notch Rd and Sparkleberry Ln			\$94,536
Intersection	Blossom St and Saluda Ave			\$94,536
Intersection	Devine St and Harden St/Santee Ave			\$94,536
Intersection	Two Notch Rd and Decker Blvd/Parklane Rd			\$94,536
Intersection	Huger St and Blossom St			\$94,536
Intersection	Huger St and Greene St			\$94,536
Intersection	Huger St and Lady St			\$94,536
Intersection	Assembly St and Gervais St			\$94,536
Intersection	Assembly St and Washington St			\$94,536
Intersection	Assembly St and Laurel St			\$94,536
Intersection	Assembly St and Calhoun St			\$94,536
Intersection	Main St and Blanding St			\$94,536
Intersection	Main St and Laurel St			\$94,536
Intersection	Main St and Calhoun St			\$94,536
Intersection	Rosewood Dr and Marlon St			\$94,536
Intersection	Rosewood Dr and Pickens St			\$94,536
Intersection	Rosewood Dr and Harden St			\$94,536
Intersection	Rosewood Dr and Holly St			\$94,536
Intersection	Rosewood Dr and Ott Rd			\$94,536
Intersection	Rosewood Dr and Killbourne Rd			\$94,536
Intersection	Rosewood Dr and Beltline Blvd			\$94,536
Intersection	Harden St and Gervais St			\$94,536
Intersection	Garners Ferry and Atlas Road (1)			\$0
Intersection	Garners Ferry Rd and Hallbrook Dr / Plneview Rd (2)			\$0
Intersection	Two Notch Rd and Polo Rd (3)			\$0
Intersection	Polo Rd and Mallet Hill Rd (4)			\$0
Intersection	Assembly St and Greene St (5)			\$0
Intersection	Assembly St and Pendleton St (6)			\$0
Greenways	Crane Creek			\$1,541,816
Greenways	Crane Creek			\$460,315
Greenways	Crane Creek			\$793,908
Greenways	Gillis Creek A			\$2,246,160
Greenways	Gillis Creek B			\$2,785,897
Greenways	Smith/Rocky Branch			\$431,183
Greenways	Smith/Rocky Branch			\$1,415,316
Greenways	Smith/Rocky Branch			\$901,122
Greenways	Three Rivers Greenway Extension*			\$7,902,242
Greenways	Lincoln Tunnel Greenway			\$892,739
Greenways	Dutchman Blvd Connector			\$105,196
Greenways	Columbia Mall Greenway			\$648,456
Greenways	Polo/Windsor Lake Connector			\$385,545
Greenways	Gillis Creek North Greenway			\$344,667
Greenways	Woodbury/Old Leesburg Connector			\$116,217
Sidewalk	Assembly St	Whaley St	Beltline Blvd	\$1,920,257
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd	\$465,696
Sidewalk	Colonial Dr	Harden St	Academy St	\$1,012,704
Sidewalk	Columbiana Dr	Lexington County Line	Lake Murray Blvd	\$486,272
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge	\$109,367
Sidewalk	Blossom St	Williams St	Huger St	\$41,564
Sidewalk	Gervais St	450' west of Gist St	Gist St	\$8,638
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd	\$452,075
Sidewalk	Blythwood Rd	I-77	Main St	\$191,601
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd	\$2,408,361
Sidewalk	Superior St	Whaley St	Airport Blvd	\$778,852
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$475,200
Sidewalk	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$2,703,507
Sidewalk	Gervais St	Gist St	Huger St	\$84,100
Sidewalk	Huger St	Blossom St	Gervais St	\$256,861
Sidewalk	Broad River Rd	I-26	Harbison Blvd	\$2,499,420
Sidewalk	Park St	Gervais St	Senate St	\$170,570
Sidewalk	Polo Rd	Mallet Hill Rd	Alpine Rd	\$403,444
Sidewalk	Clemson Rd	Two Notch Rd	Percival Rd	\$564,728
Sidewalk	Bratton St	King St	Maple St	\$386,602
Sidewalk	Calhoun St	Gadsden St	Wayne St	\$91,106
Sidewalk	Franklin St	Sumter St	Bull St	\$785,585
Sidewalk	Fort Jackson Blvd	Wildcat Rd	I-77	\$343,543
Sidewalk	Grand St	Shealy St	Hydrick St	\$714,622
Sidewalk	Jefferson St	Sumter St	Bull St	\$381,242
Sidewalk	Laurel St	Gadsden St	Pulaski St	\$359,066
Sidewalk	Lincoln St	Heyward St	Whaley St	\$198,475
Sidewalk	Lyon St	Gervais St	Washington St	\$194,410
Sidewalk	Magnolia St	Two Notch Rd	Pinehurst Rd	\$828,458
Sidewalk	Maple St	Kirby St	Gervais St	\$132,502
Sidewalk	Mildred Ave	Westwood Ave	Duke Ave	\$151,536
Sidewalk	Royster St	Mitchell St	Superior St	\$95,357
Sidewalk	School House Rd	Two Notch Rd	Ervin St	\$482,882
Sidewalk	Senate St	Gladden St	Kings St	\$476,230
Sidewalk	Shandon St	Willmot St	Wheat St	\$179,071
Sidewalk	Tryon St	Catawba St	Heyward St	\$354,446

Sidewalk	Wayne St	Calhoun St	Laurel St	\$366,828
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave	\$264,449
Sidewalk	Wiley St	Superior St	Edisto Ave	\$280,896
Sidewalk	Windover St	Two Notch Rd	Belvedere Dr	\$187,942
Sidewalk	Shandon St	Rosewood Dr	Heyward St	\$268,514
Sidewalk	Lower Richland Blvd	Rabblt Run Rd	Garners Ferry Rd	\$260,077
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd	\$600,000
Sidewalk	Koon	Malinda Road	Farmview Street	\$92,891
Sidewalk	Pelham	Gills Creek Parkway	Garners Ferry Road	\$346,774
Sidewalk	Pinehurst	Harrison Road	Forest Drive	\$1,649,672
Sidewalk	Prospect	Wilmot Avenue	Yale	\$137,938
Sidewalk	Sunset	Elmhurst Road	River Drive	\$364,522
Sidewalk	Veterans	Garners Ferry Road	Wormwood Drive	\$171,602
Sidewalk	Veterans	Coachmaker Road	Coatsdale Road	\$45,915
Sidewalk	Percival Road	Forest Dr	Decker Blvd	\$700,000
Sidewalk	Polo Rd (7)	Two Notch Rd	Mallet Hill Rd	\$0
Sidewalk	Bluff Rd (8)	Rosewood Dr	Beltline Blvd	\$0
Sidewalk	Atlas Rd (9)	Fountain Lake Way	Garners Ferry Rd	\$0
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St	\$0
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Western Ln	\$0
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge	\$320,811
Bikeways	Harden St	Devline St	Rosewood Dr	\$696,821
Bikeways	Senate St	Sumter St	Laurens St	\$462,572
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd	\$123,919
Bikeways	Two Notch Rd	Beltline Blvd	Parklane Rd	\$2,435,039
Bikeways	Hampton St	Pickens St	Harden St	\$31,699
Bikeways	Pendleton St	Lincoln St	Marion St	\$31,680
Bikeways	Pickens St/Washington St/Wayne St	Hampton St (west)	Hampton St (east)	\$68,391
Bikeways	Sumter St	Washington St	Senate St	\$19,306
Bikeways	Beltline Blvd/Devline St	Rosewood Dr	Chateau Dr	\$24,158
Bikeways	Beltline Blvd	Forest Dr	Valley Rd	\$1,101
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St	\$6,636
Bikeways	Catawba St/Tryon St/Whaley St/Williams St	Church St	Blossom St	\$5,547
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne Rd/Rickenbaker Rd/Sweetbriar Rd	Blossom St	Fort Jackson Blvd	\$21,691
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St	\$12,094
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd	\$30,427
Bikeways	College St/Laurens St/Oak St/Taylor St	Greene St	Elmwood Ave	\$16,331
Bikeways	Edgefield St/Park St	Calhoun St	River Dr	\$16,464
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate St/Trenholm Rd/Webster St	Millwood Ave	Beltline Blvd	\$22,913
Bikeways	Heyward St/Marion St/Superior St	Whaley St	Wiley St	\$9,748
Bikeways	Sumter St	Blossom St	Wheat St	\$276,972
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)	\$7,295
Bikeways	Lincoln St	Blossom St	Lady St	\$487,105
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St	\$17,872
Bikeways	Saluda Ave	Wheat St	Greene St	\$3,934
Bikeways	Wheat St	Sumter St	Assembly St	\$133,189
Bikeways	Wheat St	Harden St	King St	\$4,351
Bikeways	Blossom St	Williams St	Huger St	\$41,564
Bikeways	Gervais St	450' west of Gist St	Gist St	\$17,276
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$27,986
Bikeways	Beltline Blvd	Rosewood Dr	Devline St	\$25,547
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd	\$37,908
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd	\$321,115
Bikeways	Calhoun St	Wayne St	Harden St	\$88,292
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd	\$129,698
Bikeways	Fort Jackson Blvd	Devline St	Newell Rd	\$84,224
Bikeways	Garners Ferry Rd	Rosewood Dr	True St	\$66,826
Bikeways	Gervais St	Park St	Millwood Ave	\$91,378
Bikeways	Greene St	Assembly St	350' west of Lincoln St	\$19,388
Bikeways	Main St	Pendleton St	Whaley St	\$49,814
Bikeways	Onell Ct	Decker Blvd	Parklane Rd	\$85,675
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd	\$211,179
Bikeways	Colonial Dr	Bull St	Slighs Ave	\$395,430
Bikeways	Holt Dr/Superior St	Wiley St	Airport Blvd	\$453,594
Bikeways	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$63,360
Bikeways	Gervais St	Gist St	Huger St	\$84,100
Bikeways	Huger St	Blossom St	Gervais St	\$256,861
Bikeways	Shop Rd	Beltline Blvd	Pineview Dr	\$657,212
Bikeways	Blossom St	Assembly St	Sumter St	\$86,381
Bikeways	Bull St	Elmwood Ave	Victoria St	\$20,218
Bikeways	Main St	Elmwood Ave	Sunset Dr	\$75,646
Bikeways	Elmwood Ave	Wayne St	Proposed Greenway Connector	\$3,893
Bikeways	Main St	Calhoun St	Elmwood Ave	\$1,025
Bikeways	Dutchman Blvd	Broad River Rd	Lake Murray Blvd	\$115,138
Bikeways	Columblana Dr	Lake Murray Blvd	Lexington County Line	\$713,199
Bikeways	Broad River Rd/Lake Murray Blvd	I-26	Harbison Blvd	\$14,282
Bikeways	Blythewood Rd	Winnsboro Rd	Main St	\$402,526
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr	\$1,099,106
Bikeways	Clemson Rd	Summit Pky	Percival Rd	\$1,641,468
Bikeways	Alpine Rd	Two Notch Rd	Percival Rd	\$1,536,100
Bikeways	Polo Rd	Two Notch Rd	640' south of Mallet Hill Rd	\$1,075,853
Bikeways	Clemson Rd	Brook Hollow Dr	Summit Pky	\$116,481
Bikeways	Two Notch Rd	Alpine Rd	Spears Creek Church Rd	\$360,804
Bikeways	Pickens St	Washington St	Rosewood Dr	\$1,179,744
Bikeways	College St	Lincoln St	Sumter St	\$280,735
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$689,224
Bikeways	Greene St	Assembly St	Bull St	\$273,278
Bikeways	Bull St/Henderson St/Rice St	Wheat St	Heyward St	\$5,991
Bikeways	Greene St	Bull St	Saluda Ave	\$359,251

Bikeways	Catawba St	Sumter St	Lincoln St	\$250,145
Bikeways	Blossom St	Huger St	Assembly St	\$2,619,323
Bikeways	Whaley St	Lincoln St	Pickens St	\$438,198
Bikeways	Whaley St	Lincoln St	Church St	\$147,587
Bikeways	Craig Rd	Harrison Rd	Covenant Rd	\$6,684
Bikeways	Shop Rd (12)	George Rogers Blvd	Northway Rd	\$0
Bikeways	Bluff Rd (13)	Berea Rd	Beltline Blvd	\$0
Bikeways	Shop Rd (14)	Northway Rd	Beltline Blvd	\$0
Bikeways	Bluff Rd (15)	Rosewood Dr	Berea Rd	\$0
Bikeways	Wilson Blvd (16)	I-77	Farrow Rd	\$0
Bikeways	Broad River Rd (17)	Woodrow St	I-26 (Exit 97)	\$0
Bikeways	Hardscrabble Rd (18)	Farrow Rd	Lee Rd	\$0
Bikeways	Hardscrabble Rd (19)	Lee Rd	Lake Carolina Blvd	\$0
Bikeways	Pineview Rd (20)	Bluff Rd	Garners Ferry Rd	\$0
Bikeways	Atlas Rd (21)	Bluff Rd	Garners Ferry Rd	\$0
Bikeways	Broad River Rd (22)	Royal Tower Rd	Woodrow St	\$0
Bikeways	Broad River Rd (23)	Lake Murray Blvd	Western Ln	\$0
Bikeways	Dutch Fork Rd (24)	Broad River Rd	Rauch Metz	\$0
Total Bike / Pedestrian / Greenway Projects				\$72,742,004

Notes



- (1) Will be completed as part of the Atlas Road Widening Project.
- (2) Will be completed as part of Pineview Road Widening Project
- (3) Will be completed as part of Polo Road Widening Project
- (4) Will be completed as part of Polo Road Widening Project
- (5) Will be funded by City and USC
- (6) Will be funded by City and USC
- (7) Will be completed as part of Polo Road Widening Project
- (8) Will be completed as part of Bluff Road Widening Project
- (9) Will be completed as part of Atlas Road Widening Project
- (10) Will be completed as part of US 176 Widening Project
- (11) Will be completed as part of US 176 Widening Project
- (12) Will be completed as part of Shop Road Widening Project
- (13) Will be completed as part of Bluff Road Widening Project
- (14) Will be completed as part of Shop Road Widening Project
- (15) Will be completed as part of Bluff Road Widening Project
- (16) Will be completed as part of Wilson Blvd. Improvements
- (17) Will be completed as part of US 176 Widening Project
- (18) Will be completed as part of Hardscrabble Widening Project
- (19) Will be completed as part of Hardscrabble Widening Project
- (20) Will be completed as part of Pineview Widening Project
- (21) Will be completed as part of Atlas Road Widening Project
- (22) Will be completed as part of 176 Widening Project
- (23) Will be completed as part of 176 Widening Project
- (24) Will be completed as part of Dutch Fork Road Widening Project. (This widening project is not currently funded in the Roadway projects list.)

*This amount is to include costs associated with the following Three Rivers Greenway projects: West Columbia through local public agency agreement North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street. West Columbia through local public agency agreement; links Gervals Street access point to Granby Park; West Columbia through local public agency agreement; Saluda River Walk project

Other: Town of Blythewood to provide input on its projects. Completed projects - Intersection Projects: Millwood and Gervals, Taylor and Maln, Garners Ferry and Woodland, Fort Jackson Blvd. and Beltline; Sidewalk Projects: Broad River Road Bridge; Bike Lanes: Broad River Road Bridge. Emphasis to be placed on local / small / minority firms. A process is to be developed to ensure participation by these firms. A partnership with DOT is recommended. The type and level of partnership is TBD. An in-house Transportation Director was approved. The recommendation to procure outside Program / Project Management firm(s) was approved. An oversight / accountability / "watchdog" committee was approved. Membership / duties of this Committee TBD.

Attachment "B"
Issue Escalation and Dispute Resolution Process

The purpose of this process is to define the different levels of management in the County and the Department that have the authority and responsibility to make decisions when lower levels of staff are unable to resolve issues that may arise during the life of the Program. Such issues should be addressed promptly in order to minimize delays to the Program and to avoid negative impacts to the Program, the County and the Department. The County and the Department agree that if an issue cannot be resolved by the normal process of communications between the County or its designee and the Department's Program Manager, the following procedure will be adhered to by the County and the Department. This diagram describes the escalation process, personnel involved, and time limitations for resolution. Should resolution not be reached in the duration listed below, the next level of management will be informed of the issue and they will then be responsible to make a decision within the allotted time period as shown below. These allotted time periods may be changed based on mutual agreement of the managers working to resolve the issue. Decisions reached through this process will be recorded in writing and signatures of the responsible person from the County and the Department will sign an acknowledgement of the decision made within two days of concluding the decision.

SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)	SCDOT (CONSTRUCTION ISSUES)	COUNTY	WORK DAYS
Program Manager	District Engr. Administrator	Director of Transportation	2
			
Director of Preconstruction	Director of Construction	Director of Transportation	3
			
Dep. State Hwy. Engineer	Dep. State Hwy. Engineer	County Administrator	5

Comment [GL12]: Deputy Secretary for Engineering?

Comment [GL13]: Deputy Secretary for Engineering?

Comment [GL14]: Deputy Secretary for Engineering

The State Highway Engineer shall review and make the final determination on unresolved issues pertaining to right of way, design and construction for routes within or to be added to the State Highway System. Should the County Administrator and the State Highway Engineer be unable to resolve other issues that may arise during the program, either party may request a resolution by the Dispute Resolution Board that shall hear the matter and reach a resolution to the dispute within ten days. By majority decision of the Board, this ten-day time frame to reach a resolution may be amended.

Richland County Council Request of Action

Subject

- a. Due to active interest from several commercial real estate firms in the Huger Street Central Court and Sheriff's Dept. properties, I move that the Administrator move forward to secure an appraisal of the property as a preliminary step in disposing of said property once the Decker Center project is completed in early 2015 **[PEARCE]**

- b. In an action taken by Council at its November 5th meeting, the County Administrator was directed to locate an independent consultant to provide Council with further information regarding either the sale or privatization of Richland County's sewer systems. There was no consideration given as to the cost of said consultant. This motion requests that the proposed contract with the yet to be named consultant recommended for this project be presented to Council for consideration prior to approval. **[PEARCE]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda