



Richland County Council

Regular Session May 17, 2016 - 6:00 PM Council Chambers

Call to Order

- 1** The Honorable Torrey Rush

Invocation

- 2** The Honorable Jim Manning

Pledge of Allegiance

- 3** The Honorable Jim Manning

Approval of Minutes

- 4** Regular Session: May 3, 2016 [PAGES 7-18]

Adoption of Agenda

5

Presentation

- 6** a. Lower Richland STEM Program Update

Report of the Attorney for Executive Session Items

- 7** a. Contractual Matters: Solid Waste Services

Citizen's Input

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



Richland County Council

Report of the County Administrator

- 9 a. Recognition of Employees

Report of the Clerk of Council

- 10 a. REMINDER: Public Works Luncheon, May 18th, 11:30 a.m.
- b. REMINDER: Charters of Freedom Dedication Ceremony, May 26th, 2:00 p.m. (In front of Administration Bldg.)
- c. REMINDER: Upcoming Budget Meetings
- May 19th - Budget Public Hearing, 6:00 p.m.
May 26th - 2nd Reading [Grants Only], 6:00 p.m.
June 2nd - 2nd Reading [Non-Grant Items], 6:00 p.m.

Report of the Chair

- 11 a. Personnel Matter

Open/Close Public Hearings

- 12 a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board

Approval of Consent Items

- 13 An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [THIRD READING] [PAGES 19-23]

Third Reading Items



Richland County Council

- 14** An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat [PAGES 24-32]

Second Reading Items

- 15** An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$1,528,000.00 of unassigned fund balance to cover additional operating costs for General Fund departments [PAGES 33-45]
- 16** Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters [PAGES 46-67]
- 17** Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto [PAGES 68-98]

Report of Economic Development Committee

- 18** a. A Resolution Authorizing the execution and delivery of a Memorandum of Understanding by and among Richland County, South Carolina, the State of South Carolina, and a company known as Project Giant and other matters related thereto [PAGES 99-100]
- b. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits to Haven Campus Communities - Columbia, LLC, and other related matters [FIRST READING] [PAGES 101-118]

Report of Rules & Appointments Committee

Notification of Appointments

- 19** Township Auditorium Board - 3 [PAGES 119-126]
- a. Jack M. Mills



Richland County Council

- b. Ray Borders Gray
- c. Antjuan Orlando Seawright

Items for Action from Rules and Appointments

- 20**
- a. All motions must be posted a minimum of 24 hours before a scheduled Council meeting. Note: When Council made this change it was to eliminate any surprise or intent of secrecy. It eliminated Chairs of committees adding motions to an agenda before the meeting without notice. The change was for all motions not some. [JACKSON]
 - b. Based on Richland County guideline and grievance procedure I move that after all grievance committee hearings are held within the required timeline that the Administrator update and notify Council at the next available Council meeting. This also include any notices of lawsuits or legal matters. Note: Recently Council was notified of a ruling more than one year later. If there is a timeline for the employee, the chair of the grievance committee and the committee then there must be a timeline to notify Council. [JACKSON and MALINOWSKI] [PAGES 127-131]

Report of the Transportation Ad Hoc Committee

- 21**
- a. Atlas Road Widening Project - Norfolk Southern R.R. agreement [PAGES 132-143]
 - b. Atlas Road Widening Project - CSXT R.R. agreement [PAGES 144-152]
 - c. Bluff Road Widening Project - Tri-Party R.R. agreement [PAGES 153-175]
 - d. Three Rivers Greenway Project - IGA with the City of Columbia [PAGES 176-184]
 - e. Pineview Road Widening Project - Executive Summary and Proposed Typical Sections [PAGES 185-189]
 - f. Shop Road Widening Project - Executive Summary and Proposed Typical Sections [PAGES 190-195]
 - g. Shop Road Extension Phase I Project - Contract modification with CDM Smith [PAGES 196-203]



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h. Time sensitive projects due to federal funding- North Main Street Widening Project [PAGE 204]

i. Mill Creek Mitigation Bank [FOR INFORMATION ONLY] [PAGES 204-205]

j. Resurfacing Projects [FOR INFORMATION ONLY] [PAGE 205]

k. TPAC: Roles and Responsibility [FOR INFORMATION ONLY] [PAGE 206]

l. Motion by Councilman Jackson - "I move that in order to promote fairness in the Penny Tax program that Richland County approve another On-Call team in an attempt to promote diversity and be true to the referendum." [FOR INFORMATION ONLY] [PAGE 206]

Citizen's Input

22 Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

23 a. Move Council adopt rental regulations ordinance in Richland County. [DICKERSON, JACKSON, and ROSE] [PAGES 207-218]

b. Direct the County Administrator to prepare a comprehensive document suitable for release to the public detailing the impact of SCDOR's action to withhold funds collected from the Transportation Penny [PEARCE]

c. Direct the County Administrator to prepare a comprehensive document suitable for release to the public detailing the financial impact to the citizens of Richland County if the County is required to pay for portions of the Transportation Program from the County's General Fund as demanded by the SCDOR [PEARCE]

Adjournment



Richland County Council



Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MEETING

May 3, 2016
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:00 PM

INVOCATION

The Invocation was led by the Honorable Damon Jeter

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Damon Jeter

APPROVAL OF MINUTES

- a. **Regular Session: April 19, 2016** – Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.
- b. **Zoning Public Hearing: April 26, 2016** – Ms. Dixon moved, seconded by Mr. Pearce, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Pearce moved, seconded by Ms. Dixon, to move Item #29 – “Finance Department: Departments Projected to be over budget for FY16”. The vote in favor was unanimous.

Mr. Rush added “Report of the Search Committee” under the Report of the Chair.

Mr. Malinowski stated the title for Item #24 needs to be amended as follows: “An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat”.

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



Committee Members Present

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

Others Present:

Tony McDonald
Kimberly Roberts
Daniel Driggers
Kevin Bronson
Larry Smith
Brandon Madden
Quinton Epps
Dwight Hanna
Beverly Harris
Warren Harley
Rob Perry
Ismail Ozbek
Chad Fosnight
Nancy Stone-Collum
Bill Peters
Eva Prioleau
Laura Renwick
Leonard Bradley
Roxanne Ancheta
Jeff Ruble
Donny Phipps
Kathy Harrell

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

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

- a. Department of Revenue Update**
- b. Report of the Search Committee**

EXECUTIVE SESSION

*Council went into Executive Session at approximately 6:09 p.m.
and came out at approximately 6:45 p.m.*

- a. Department of Revenue Update** – Mr. Malinowski moved, seconded by Ms. Dickerson, Ms. Dixon and Mr. Manning, to authorize the Richland County legal representative to take whatever steps are necessary, including litigation, to protect the Transportation Penny.

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

The vote in favor was unanimous.

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

Mr. Jackson moved that if the funds are withheld by the Department of Revenue, the County will set aside \$50.9 million from Transportation Penny funding to pay the bond anticipation note, seconded by Ms. Dixon.

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

The vote in favor was unanimous.

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

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

Mr. James Felder spoke regarding Items #7(a) – Department of Revenue Update.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Richland 101 Graduation** – Ms. Harris gave a brief overview of the Spring 2016 class. Ms. Suzanne Wright and Ms. Sabrina Todd, graduates of the program, provided their thoughts regarding the program.
- b. **Public Works Proclamation** – Mr. Rush presented a proclamation to Mr. Ozbek in honor of Public Works Week. Mr. Ozbek invited Council to the annual luncheon on May 18th at the Public Works Facility.

REPORT OF THE CLERK OF COUNCIL

- a. **REMINDER: Budget Work Sessions – May 5 (General Fund); May 12 – (Special Revenue, Enterprise, and Millage Agencies); and May 17 – (Grants)** – Ms. Onley reminded Council of the upcoming budget work sessions.
- b. **REMINDER: Lower Richland (District 10) Budget Input/Town Hall Meeting, May 11, 6:00 PM, Hopkins Park** – Ms. Onley reminded Council of the upcoming budget work session in Lower Richland.
- c. **Black Pages Funding Request** – Ms. Onley stated the Clerk's Office received a sponsorship request from Black Pages for a full page ad. The cost of the ad is \$3,450.00.

Mr. Jeter moved, seconded by Ms. Dickerson, to not support the purchase of the full page ad. The vote in favor was unanimous.

REPORT OF THE CHAIR

- a. **Report of the Search Committee** – This item was taken up in Executive Session.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon thanked everyone that participated in Denim Day and a short video was shown featuring the County employees that participated. In addition, she wished all the mothers a "Happy Mother's Day".

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections**

Commission associated to conduct the Special Election(s) for the vacated District 10 Seat – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board [SECOND READING]**
- **Sonoco Recycling Agreement for Professional Services**
- **Petition to Close Hastings Alley in Olympia**
- **Petition to Close Portion of Jilda Drive**
- **Memorandum of Understanding with the City of Forest Acres for Inspections of Commercial Structure**
- **Resolution Regarding the Assessment of Vehicles for Taxation Purposes**
- **Emergency Services Department – Fire Tanker Truck Purchase**
- **Conservation Department – Conservation Easement Acquisition Costs**
- **Conservation Department – County Acquisition of Forfeited Land Parcel**
- **County Administration Building and County Public Health Building Flooring Contract**
- **Council Motion Regarding the Human Resources Director reporting to the County Administrator**

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

THIRD READING

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat – Ms. Dixon moved, seconded by Mr. Jeter, to approve this item.

Mr. McDonald stated the costs for the primary and runoff will be \$86,362.

Mr. Malinowski requested a definition of a “poll manager”.

Mr. Jackson stated the definition can be found in the Voter Registration book provided by the State.

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Mr. Malinowski inquired why the Poll Manager's Assistant has to be 16 or 17 years of age.

Mr. Malinowski further stated he has additional questions regarding the documentation that was provided by Mr. Selph.

Mr. Livingston made a substitute motion, seconded by Mr. Jackson, to approve up to \$86,362 and request an itemized list of expenditures once the election(s) is held.

Mr. McDonald stated if a runoff is not needed, approximately half of the funds would be needed.

Mr. Rose inquired about the additional costs associated with the runoff election since there is an election already scheduled for that day.

Mr. McDonald stated that Mr. Selph indicated the primary and runoff have to be considered and treated as separate elections.

Mr. Pearce made a second substitute motion, seconded by Ms. Dickerson, to defer this item until the May 17th Council meeting. The vote was in favor of the second substitute motion.

FIRST READING

An Ordinance Authorizing the issuance and sale of not to exceed \$29,000,000 General Obligation Bonds, Series 2016A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Pearce moved, seconded by Mr. Livingston, to approve this item.

Mr. Pearce stated it is his understanding this item relates to the bond for the capital projects approved in the FY15-16 budget.

Mr. McDonald stated this item relates to the annual capital bond issue based on the amount of capacity determined to exist for the upcoming fiscal year. A portion of the \$29,000,000 is recurring items (i.e. Sheriff's and Emergency Services vehicles, etc.)

The vote in favor was unanimous.

An Ordinance Authorizing the issuance and sale of not to exceed \$15,500,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Livingston moved, seconded by Ms. Dixon, to approve this item.

Mr. Malinowski stated he has requested additional information from Mr. Harley.

The vote in was in favor.

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2016 and ending June 30, 2017 [BY TITLE ONLY] – Mr. Pearce moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2016, will provide sufficient revenue for the operations of Richland County Government during the period from July 1, 2016, through June 30, 2017 [BY TITLE ONLY] – Mr. Pearce moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Finance Department: Departments Projected to be over budget for FY16 – Mr. Pearce stated this item was forwarded from committee without a recommendation. Mr. Myers, Detention Center Director, spoke at the committee meeting regarding his department's overage. Judge Simon was to provide additional information related to this item, but had a previous engagement and was not able to stay for the Council meeting.

Mr. Pearce stated staff's recommendation is to cover the overage.

Ms. Dickerson moved, seconded by Mr. Rose, to approve this item.

Ms. Dickerson would like additional information from Judge Simon regarding the expected savings from the 24-hour bond court prior to Second Reading of this item.

Mr. Rose inquired if this item refers to funds that have already been spent.

Staff responded in the affirmative.

Mr. Malinowski requested the water system at the Detention Center be investigated to see if there are any improvements that can be made to prevent the excess water bills in the future.

Mr. Pearce stated the Coroner's Office is consistently over budget due to the increase in the number of autopsies provided by his office.

The vote was in favor.

Council Motion Regarding Hospitality Tax Revenue – Mr. Pearce stated the committee recommended proceeding to work with the Legislative Delegation to widen the scope of allowable uses of Hospitality Tax revenues to provide the County with great flexibility, which could prove useful in funding other items not specifically outlined in the current legislation.

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

The vote was in favor.

Conservation Department: Project Agreement with City of Columbia for Owens Field Park Construction –

Mr. Pearce stated this item was previously approved by Council. At the committee meeting, Mr. Malinowski raised the question about the relationship between the City and County on the project and if the City did not pay their portion would the County then be responsible for the balance.

Mr. Rose moved, seconded by Mr. Pearce, to approve this item with the stipulation that the County is only responsible for their portion of the project.

Mr. Epps stated there are two (2) parts to the project. There is a City of Columbia part and a County part. Funding has been allocated from both entities. The County is not responsible for paying the City's portion and the City is not responsible for paying the County's portion. The County is not procuring the project, the City is.

Mr. Smith stated the Legal Department had some concerns and/or questions about the proposed agreement. He requested that legal be allowed to continuing working with Mr. Epps and the City of Columbia to make the appropriate changes to the agreement.

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

The vote in favor was unanimous.

Council Motion Regarding the Release of Funds – Mr. Pearce stated the funds will be used for the dredging of Lake Katherine. This item came before Council approximately 3 years ago. At that time, a study had been done of the silt build up and percentages of responsibility were assigned to various entities (the City of Columbia, the County, SCDOT and Forest Acres). Council took action and

appropriated funds for the County's portion, but the project did not move forward because one of the other entities opted not to provide their funding. During the interval the problem has continued to worsen and the flood event has exacerbated the problem. The City has agreed to fund the portion the other entity refused to pay. The County's percentage is 8%, which equates to \$62,400.

The request is to release the \$62,400 being held in the Stormwater fund balance to fund the dredging of Lake Katherine.

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

The vote was in favor.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee recommended approval of this item by title only. The vote in favor was unanimous.

Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. The vote in favor was unanimous.

RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Animal Care Advisory Committee – 2** – Mr. Malinowski stated the committee recommended appointing Dr. Tracy Wales and Ms. Nicole Howland.

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

The vote in favor was unanimous with Mr. Manning recusing himself from the vote.

- b. Board of Assessment Appeals - 1** – Mr. Malinowski stated the committee recommended re-appointing Mr. John Kososki.

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

The vote in favor was unanimous.

- c. Board of Zoning Appeals - 2** – Mr. Malinowski stated the committee recommended re-appointing Mr. Frank Richardson and appointing Mr. Jason C. McLees.

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

The vote in favor was unanimous with Ms. Dixon recusing herself from the vote.

REPORT OF THE ORDINANCE REVIEW AD HOC COMMITTEE

- a. **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 (22), Radio, Television and Other Transmitting Towers; Subparagraph c.; Clause 1; so as to amend the setback requirements for towers abutting residentially zoned parcels [RUSH] [FIRST READING]** – Ms. Dixon stated the committee recommended approving this item for First Reading.

Mr. Livingston inquired if this item had gone before the Planning Commission.

The item went before the Planning Commission on May 2nd.

The vote in favor was unanimous.

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

Mr. Toney Forrester continued his “story” from the previous Council meeting.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 8:08 p.m.
and came out at approximately 8:15 p.m.*

- a. **Report of the Search Committee** – Mr. Pearce moved, seconded by Mr. Livingston, to engage the Mercer Group to conduct a search for a new County Administrator.

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

The vote in favor was unanimous.

MOTION PERIOD

- a. **I move that Council consider approving the following HOAs: (1) Cary Lake [District 8]; (2) Beaver Dam [District 9]; (3) Lower Rocky Ford [District 6]; and (4) Lake Dogwood [District 11] to pursue the creation of special tax districts [PEARCE] – This item was referred to the D&S Committee.**
- b. **I move that administration put an immediate freeze on all the funding available for the penny tax program on all invoices that have not been paid. Only funding for operations for staff should be used. The SLBE office at this point should be fully staffed and be ready for full operations to ensure compliance from the PDT and any other company doing business under the program. All contracts pertaining to the Penny Tax Program should be frozen immediately. Failure from staff to carry out council’s directive on hiring qualified staff immediately should be terminated. Note: Richland County cannot continue to run a penny tax program without an office fully staffed with professionals needed to ensure compliance. Council did give staff directive to fully staff that office and so far staff has refused to carry out council’s wishes. [JACKSON] – This item was referred to the A&F Committee.**
- c. **Any Richland County Department that perceives a budget shortfall needs to advise Administrative staff immediately of that potential problem. When the item appears on a committee agenda it must do so with all backup/justification materials and a representative of that department must be present at every meeting to respond to questions that may be asked. [MALINOWSKI] – This item was referred to the A&F Committee.**
- d. **I am requesting a resolution be presented to the Capital City/Lake Murray Country Visitor group in recognition of their 35 years of serving Richland County and the Midlands [MALINOWSKI] – Mr. Manning moved, second by Ms. Dixon, to adopt a resolution commemorating the Capital City/Lake Murray Country Visitor’s 35th Anniversary. The vote in favor was unanimous.**

ADJOURNMENT

The meeting adjourned at approximately 8:21 PM.

Torrey Rush, Chair

Greg Pearce, Vice-Chair

Joyce Dickerson

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Julie-Ann Dixon

Norman Jackson

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Seth Rose

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

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees Created; Subsection (L), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; so as to revise the membership requirements of the Business Service Center Appeals Board

FIRST READING: April 19, 2016

SECOND READING: May 3, 2016

THIRD READING: May 17, 2016 {Tentative}

PUBLIC HEARING: May 17, 2016

Richland County Council Request of Action

Subject: Membership Requirements for Business Service Center Appeals Board

A. Purpose

To amend the requirements for the Business Service Center Appeals Board.

B. Background / Discussion

The Business Service Center Appeals Board is currently required to have five members: three CPA's, one attorney, and one business person.

In order to provide greater flexibility and thereby enhance the ability to fill vacant Board positions, it is requested that the membership requirements be revised. The new membership requirements requested would maintain the five positions. However, the number of CPA's, attorneys, and business people permitted to be on the Board would be flexible:

- No more than three and no less than two CPA's,
- No more than two and no less than one attorney, and
- No more than two and no less than one business person.

Additionally, the definition of "business person" is added, referring to a person who owns his/her own business or holds an executive role in a business.

Please see the ordinance amendment on the following pages.

C. Legislative / Chronological History

The Business Service Center Appeals Board was established in 2006. (There were seven appeals in 2008, two appeals in 2009, one appeal in 2014, and two appeals in 2015.)

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the request to revise the membership as requested.
2. Do not approve the membership revisions and maintain the current membership requirements.

F. Recommendation

This request is at Council's discretion.

Recommended by: Pam Davis
Department: Business Service Center
Date: February 29, 2016

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 2/29/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

One observation of the ROA is that given the number of appeals over the past three years, the member requirements may be unnecessarily restrictive. However, since I have not been involved in the working process of the board, I will defer the recommendation in support of the BSC Manager’s recommendation.

Business Service Center

Reviewed by: Pam Davis

Date: 3/7/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This change is at Council’s discretion. However, allowing some flexibility in the membership requirements would seem to make it easier for vacancies to be filled.

Legal

Reviewed by: Brad Farrar

Date: 3/8/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision of Council.

Administration

Reviewed by: Tony McDonald

Date: 3/11/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval as outlined above by the Business Service Center Manager.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE VII. BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-332. BOARDS, COMMISSIONS AND COMMITTEES CREATED; SUBSECTION (L), RICHLAND COUNTY BUSINESS SERVICE CENTER APPEALS BOARD; PARAGRAPH (2), MEMBERSHIP; SO AS TO REVISE THE MEMBERSHIP REQUIREMENTS OF THE BUSINESS SERVICE CENTER APPEALS BOARD.

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 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees; Subsection (l), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; is hereby amended to read as follows:

(2) *Membership.* The Business Service Center Appeals Board shall consist of five members who shall be appointed by majority vote of the Council. The five-member board shall be comprised of no more than three and no less than two Certified Public Accountants, no more than two and no less than one member of the S.C. Bar Association, and no more than two and no less than one other business person, defined as a person who either owns their own business or has an executive role in a business. All members must be interested citizens residing in Richland County. ~~Not more than one member of the Appeals Board may be an employee of the County.~~

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. All sections of this ordinance shall be effective on and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST this the ____ day of _____, 2016.

S. Monique McDaniels, Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$62,751 of General Fund Balance to fund the costs for Board of Voter Registration & Elections Commission associated to conduct the Special Election(s) for the vacated District 10 Seat [PAGES]

FIRST READING: March 22, 2016

SECOND READING: April 19, 2016

THIRD READING: May 17, 2016 {Tentative}

PUBLIC HEARING: May 3, 2016

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. GF_2

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$62,751 OF GENERAL FUND BALANCE TO FUND THE COSTS FOR BOARD OF VOTER REGISTRATION & ELECTIONS COMMISSION ASSOCIATED TO CONDUCT THE SPECIAL ELECTION(S) FOR THE VACATED DISTRICT 10 SEAT.

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. Approval to temporarily increase the Board of Voter Registration Elections Commission budget to fund the costs associated with the special election for the vacated District 10 seat. Therefore, the Fiscal Year 2015-2016 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 1,248.584
Appropriation of General Fund unassigned fund balance:	\$ <u>62,751</u>
Total General Fund Revenue as Amended:	\$ 1,311,335

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 1,248.584
Increase VREC Budget :	\$ <u>62,751</u>
Total General Fund Expenditures as Amended:	\$ 1,311,335

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2016.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2016

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:

Elections & Voter Registration

COMMISSIONERS
Marjorie Johnson, Chair
Adell Adams, Vice-Chair
Jane Dreher Emerson
Sylvia Holley
E. Peter Kennedy



DIRECTOR
Samuel J. Selph

Richland County, South Carolina

April 21, 2016

Dear Council Members:

This is an attempt to give an explanation for some concerns raised in County Council meeting on Tuesday evening regarding the District Ten election:

Cost Estimate Increase

- The election commission's original budget for this election, including primary and runoff totaled \$62,750.90.
- Cost estimates for candidate filing were included in the revised budget which resulted in an increase of \$2,199.08.
- As you may recall, during the first reading of this matter, some members of Council insisted that the work of the employees of the election office be included in the election cost we run for other entities. We were to include that amount henceforth.
- The addition of the cost of county staff to this amount was \$18,500.00 per election (a figure calculated by the county's finance department that included FICA and retirement).
- The above mentioned revisions increased the election totals to \$86,362.44.

Types of Managers

- Clerk – The county election commission appoints one manager in each precinct to be clerk. The clerk is the lead poll manager (7-13-72).
- Poll Manager – All managers assigned to the polling place, including clerks and assistants, are poll managers and are responsible for the operation of the polling place.
- Poll Manager's Assistant – One 16 or 17 year-old assistant may be appointed for every two poll managers. Assistants must complete poll manager training. Assistants may not serve as clerks but have the same responsibilities as a poll manager (7-13-110).

Number of Managers
Special or Municipal Elections

For special or municipal elections, the authority charged by law with conducting the election appoints three managers for the first 500 electors registered to vote in each precincts in the county, municipality, or other election district and one additional manager for each 500 registered voter over the first 500 (7-13-72).

I am also attaching for your information a spreadsheet with the number of poll managers that will be assigned to each of the fifteen precincts as per the above cited state law.

A handwritten signature in black ink, appearing to read "Samuel J. Selph". The signature is written in a cursive style with a large initial "S".

Samuel J. Selph, Director

Attachments

Revised Preliminary Cost Estimate for Conducting the Special Election for County Council District 10 Primary May 31, 2016/ General July 19, 2016 (Clean Version)

Number of Precincts: **15**
 Absentee: **1**
 Total: **16**
 Registered Voters: **17,741**

Cost Components	Account Number	Account Name	Primary	Run Off	General	Total
Administrative:						
Copies for Poll Managers, Polling Technicians	521300	Copy Machine	\$350.00	\$0.00	\$350.00	\$700.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$3,368.90		\$3,368.90	\$6,737.80
Advertisement of Candidate Filing			\$1,099.54		\$1,099.54	\$2,199.08
Postage (PW letters 200 @ .47)(Reply Cards 135 @.27)			\$94.00	\$0.00	\$94.00	\$188.00
Ballots:						
Absentee Application Postage (1,774 @ .49) Central Service			\$870.00	\$870.00	\$870.00	\$2,610.00
Absentee Ballot Postage (1,774 @ 1.30) Central Service			\$2,306.00	\$2,306.00	\$2,306.00	\$6,918.00
Emergency/ Provisional ballots 920 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$322.00	\$0.00	\$322.00	\$644.00
Failsafe ballots 560 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$196.00	\$0.00	\$196.00	\$392.00
Personnel Costs:						
County Voter Registration & Election Staff	511100		\$18,500.00	\$18,500.00	\$18,500.00	\$55,500.00
Special Service						\$0.00
*** Office Staff (Pre Election) for Absentee/Elections/Precinct	511800	Temp Employment Agency				\$0.00
** Poll Clerks 15 @ \$180 per election	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00	\$8,100.00
** Assistant Clerk 8 @150	511800	Temp Employment Agency	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
** Poll Managers 82 @ \$120 per election	511800	Temp Employment Agency	\$9,840.00	\$9,840.00	\$9,840.00	\$29,520.00
** Election Day Staff (Call Center, Unloaders, ABS Counters)			\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00
** Polling Location Technicians 3 @ \$350 at polling locations	511800	Temp Employment Agency	\$1,050.00	\$1,050.00	\$1,050.00	\$3,150.00
Total:						
			\$45,896.44	\$40,466.00	\$45,896.44	\$132,258.88

****Election Day Workers 11.3.15**

Poll Clerks	15	Office Staff:	Supplies:
Asst. Clerk	8	Precinct: 1 @ 5 days = \$450	Precinct \$200.00
Poll Managers	82	Absentee: 1 @ 5 days \$450	Absentee \$150.00
Office Staff (Equipment loaders/Unloaders, Call Center, ABS Counter)	20	Elections:	Elections
Polling Location Technicians	3	VR:	VR
Election Day Total Workers:	128		

Original Preliminary Cost Estimate for Conducting the Special Election for County Council District 10 Primary May 31, 2016/ General July 19, 2016 (Redlined Version)

Number of Precincts: 15
 Absentee: 1
 Total: 16
 Registered Voters: 17,741

Cost Components	Account Number	Account Name	Primary	Run Off	General	Total
Administrative:						
Copies for Poll Managers, Polling Technicians, Candidate filing	521300	Copy Machine	\$350.00	\$0.00	\$350.00	\$700.00
		Ballots, Ballot Stock, Office				
Office Supplies	521000	Supplies	\$3,368.90		\$3,368.90	\$6,737.80
<u>Advertisement of Candidate Filing</u>			<u>\$1,099.54</u>		<u>\$1,099.54</u>	<u>\$2,199.08</u>
Postage (PW letters 200 @ .47)(Reply Cards 135 @.27)			\$94.00	\$0.00	\$94.00	\$188.00
Ballots:						
Absentee Application Postage (1,774 @ .49)			\$870.00	\$870.00	\$870.00	\$2,610.00
<u>Central Service</u>						
Absentee Ballot Postage (1,774 @ 1.30) <u>Central Service</u>			\$2,306.00	\$2,306.00	\$2,306.00	\$6,918.00
Emergency/ Provisional ballots 920 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office	\$322.00	\$0.00	\$322.00	\$644.00
		Supplies				
Failsafe ballots 560 @ .35 (includes 8% tax)	521000	Supplies	\$196.00	\$0.00	\$196.00	\$392.00
Personnel Costs:						
<u>Overtime for County Staff</u>	<u>511200</u>	<u>Overtime</u>	<u>\$5,909.00</u>	<u>\$5,909.00</u>	<u>\$5,909.00</u>	<u>\$18,189.80</u>
<u>Part-time Staff</u>	<u>511300</u>	<u>RC Part Time Wages</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>FICA @ 7.65%</u>	<u>512200</u>	<u>FICA Employer's Share</u>	<u>\$715.00</u>	<u>\$715.00</u>	<u>\$715.00</u>	<u>\$2,145.00</u>
<u>Retirement @10.6%</u>	<u>513100</u>	<u>SC Regular Retirement</u>	<u>\$620.00</u>	<u>\$620.00</u>	<u>\$620.00</u>	<u>\$1,860.00</u>
<u>County Voter Registration & Election Staff</u>	<u>511100</u>		<u>\$18,500.00</u>	<u>\$18,500.00</u>	<u>\$18,500.00</u>	<u>\$55,500.00</u>
*** Office Staff (Pre Election) for						
Absentee/Elections/Precinct	511800	Temp Employment Agency				\$0.00
** Poll Clerks 15 @ \$180 per election	511800	Temp Employment Agency	\$2,700.00	\$2,700.00	\$2,700.00	\$8,100.00
** Assistant Clerk 8 @150	511800	Temp Employment Agency	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
** Poll Managers 82 @ \$120 per election	511800	Temp Employment Agency	\$9,840.00	\$9,840.00	\$9,840.00	\$29,520.00
** Election Day Staff (Call Center, Unloaders, ABS Counters)			\$4,000.00	\$4,000.00	\$4,000.00	\$12,000.00
** Polling Location Technicians 3 @ \$350 at polling locations	511800	Temp Employment Agency	\$1,050.00	\$1,050.00	\$1,050.00	\$3,150.00
						\$0.00
Total:			<u>\$45,896.44</u>	<u>\$33,540.00</u>	<u>\$40,466.00</u>	<u>\$29,210.00</u>
			<u>90</u>	<u>00</u>	<u>\$45,896.44</u>	<u>\$33,540.90</u>
						<u>\$132,258.88</u>
						<u>9</u>
						<u>6,754.60</u>

****Election Day Workers 11.3.15**

Poll Clerks	15
Asst. Clerk	8
Poll Managers	82
Office Staff (Equipment loaders/Unloaders, Call Center, ABS Counter)	20
Polling Location Technicians	3
Election Day Total Workers:	128

Office Staff:
Precinct: 1 @ 5 days = \$450
Absentee: 1 @ 5 days \$450

Elections:
VR:

Supplies:
Precinct \$200.00
Absentee \$150.00

Elections
VR

Council District 10 Special Election
Primary May 31, 2016
Run Off if needed June 14, 2016
Special Election July 19, 2016

Precinct Code	Precinct Name	Polling Location	Address	Total	Primary 5/31/16 Workers	Primary 5/31/16 Machines	Runoff 6/14/16 Workers	RunOff 6/14/16 Machines
111	Ward 11	Ben Arnold Recreation Ctr	1100 S. Holly St.	624	5	3	5	3
126	Ward 26	Hampton Park	1117 Brandon Ave.	3	4	2	4	2
405	Bluff	Bluff Road Park	5008 Bluff Rd.	2,139	7	9	7	9
423	Eastover	Eastover Park	1031 Main St. (Eastover)	1,285	5	6	5	6
434	Gadsden	Gadsden Elementary	1660 S. Goodwin Circle (Gadsden)	1,464	5	6	5	6
435	Garners	Crossroads Community Ctr	2750 McCords Ferry Rd.	423	4	3	4	3
441	Hopkins 1	Hopkins Elementary	6120 Cabin Creek Rd	1,401	5	6	5	6
442	Hopkins 2	Hopkins Park	150 Hopkins Park Rd. (Hopkins)	1,657	6	7	6	7
456	Mallet Hill	Polo Road Elementary	730 Polo Rd.	1,207	5	5	5	5
470	Olympia	Olympia Learning Ctr	621 Bluff Road	2,387	7	10	7	10
482	Polo Road	Polo Road Park	1250 Polo Road	1,288	5	6	5	6
483	Pontiac 1	Pontiac Elementary	500 Spears Creek Rd.	820	5	4	5	4
511	Webber	Webber School	140 Webber School Rd Eastover	665	5	3	5	3
514	Wildewood	Polo Road Park	1250 Polo Road	317	4	2	4	2
515	Woodfield	Richland Northeast High	7500 Brookfield Rd.	2,061	7	9	7	9
				17,741	79	81	79	81

Total

Absentee						3		3
PLT						3		3
Contingency						30		30

**** Ward 5 - No Voters**

4.21.16 - updated Wildewood moved to Polo Park

Richland County Council Request of Action

Subject:

An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$1,528,000.00 of unassigned fund balance to cover additional operating costs for General Fund departments

April 26, 2016 - The Committee forwarded this item to Council without a recommendation. Staff was directed to provide additional documentation (e.g., budget narratives, FY16 Council approved budget, current budget) to justify the budget amendment request relative to the Detention Center, the Coroner's office and Council Services.

FIRST READING: May 3, 2016
SECOND READING: May 17, 2016 {Tentative}
THIRD READING: June 7, 2016 {Tentative}
PUBLIC HEARING: June 7, 2016 {Tentative}

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$1,528,000.00 OF UNASSIGNED FUND BALANCE TO COVER ADDITIONAL OPERATING COSTS FOR GENERAL FUND DEPARTMENTS.

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 Fiscal Year 2015-2016 General Fund Annual Budget (Ordinance No.) is hereby amended to assign funds totaling One Million Five Hundred and Twenty Eight Thousand to cover additional professional services and other operating cost for identified departments for FY16.

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 151,545,098
Appropriation of General Fund unassigned fund balance:	\$ <u>1,528,000</u>
Total General Fund Revenue as Amended:	\$ 153,073,098

EXPENDITURES

Expenditures appropriated July 1, 2015 as amended:	\$ 151,545,098
Coroner Department	600,000
Detention Center	820,000
Council Services	<u>108,000</u>
Total General Fund Expenditures as Amended:	\$ 153,073,098

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 _____, 2015.

RICHLAND COUNTY COUNCIL

BY: _____
Torrey Rush, Chair

ATTEST THIS THE ____ DAY

OF _____, 2015

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
GOVERNMENT**
Office of the County Administrator

MEMORANDUM

TO: Richland County Council
CC: Tony McDonald, County Administrator
Daniel Driggers, County Finance Director
FROM: Brandon Madden, Research Manager
DATE: April 28, 2016
RE: Request for Additional Information Relative to Budget Amendment for the Detention Center, Coroner's Office and Council Services

At the April A&F Committee meeting, the Committee considered the item Finance Department: Departments Projected to be over budget for FY16.

The Committee forwarded this item to Council without a recommendation. Staff was directed to provide additional documentation (e.g., budget narratives, departmental budgets) to justify the budget amendment request relative to the Detention Center, the Coroner's office and Council Services.

As requested, the following documents are attached:

- Budget Amendment Justification for the Detention Center
- Detention Center's Budget as of April 2016
- Council Services's Budget Comparison Memo (dated February 10, 2016)
- Council Services's Budget as of April 2016
- Coroner's Budget as of April 2016

Please note the following:

- Judge Simons will be in attendance at the May 3, 2016 Council meeting to provide information concerning the cost savings associated with the implementation of the 24-Hour Bond Court program.
- The Coroner will be in attendance at the May 3, 2016 Council meeting.

Budget Amendment Justification for the Detention Center

At the beginning of FY15-16 the ASGDC budget was \$11,178,776 however, after several budget adjustments from its salary – wages line item 5111, the reductions have had a negative impact on the overall budget.

1. Budget overstatement
 - a. - \$882,837.00
2. Budget Reduction for vacancies
 - a. -\$59,548.60
 - b. -\$58,950.49
 - c. -\$55,018.64

Total reduction to the salary and wages line item account was \$1,051,384.97, which reduced the salary and wage account to \$10,122,321.27. This has caused a negative impact on overtime and the operational budget for the detention center. The detention center has always been dependent on its salary and wages line item to supplement the overtime account. Due to the vacancies and training the Detention Center averages about \$1,200,000.00 in overtime each year. Since overtime has never been fully funded the funds that were not used in salary and wages were transferred to supplement the overtime account. This adjustment has been done over the past several years. Due to the budget readjustment those funds are not available, which causes the detention center to pull funds for its operational accounts. Overtime averages approximately \$58,000.00 per pay period. Currently there are 7.5 pay periods left in the fiscal year. The funds needed to keep the account from a deficit would be \$402,000.00.

Bond Court

Additionally, \$218,000.00 of funding was taken from the professional services account 5265 operation budget and transferred to the Magistrate Bond Court Budget. This has placed this account in a \$218,000.00 deficit. No funds are left for food service, medical for detainees and polygraph services for new employees.

Bond Court is operating 24 hours a day, seven days a week. The ASGDC added two more officers to fill the security requirements for the courts. When this was first recommended, I reminded the Jail Ad-Hoc Committee there was no saving with a 24 hour bond court. The facility still processes and releases the same number of detainees each day. The staff requirement is 2 officers solely dedicated for bond court.

The convenience of the 24 hour court allows for the jail to release detainees much more effective and efficiently. The discharges are not being stockpiled and given to the jail in bulk. Now as detainee comes into the jail and provided there is no victim involved the detainee will go immediately to court. The jail knows the disposition of the first arraignment within minutes of the detainee seeing the magistrate. This allows for Bond Court to give the jail the paperwork much quicker, which has a positive impact. Families are not waiting for hours for loved ones to be released from jail.

Water and Sewer

After the October flood, the Detention Center water pressure was very low for approximately 12 days. The water continued running in every housing unit which caused the facility water to triple its normal amount. The facility plumbing system is required to have at least 90 psi to function properly. If the system is not pressurized the valves cannot close and the water will continuously run. The facility has no major cut off valve to stop the water flow. Additionally, if the water was turned off there would not have been any fire suppression system. The facility monthly water bill is approximately \$42,000.00. Currently there is approximately \$7300.00 left in water and sewer. There are five months left in this fiscal year and we have projected we will need approximately \$200,000.00. It is unlikely with the facility budget state that we will be able to find funds to transfer into this account.

There are no additional funds available in ASGDC FY 15/16 current budget to offset the requested increase.

The Detention Center is requesting a budget amendment of \$820,000.00

Salary	\$402,000.00
Professional Services	\$218,000.00
Water and Sewer	<u>\$200,000.00</u>
	\$820,000.00

County of Richland-PROD
Budget Inquiry Report

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
Key: 1100210000 - Detention Center					
Expenditure					
511100	Salaries and Wages	9,772,391.03	7,264,300.58	0.00	2,508,090.45
511200	Overtime	1,121,529.00	1,275,390.13	0.00	(153,861.13)
511300	RC Part-time Wages	70,571.00	42,433.24	0.00	28,137.76
512200	FICA Employer's Share	792,863.35	638,432.09	0.00	154,431.26
513100	SC Regular Retirement	115,767.00	75,289.41	0.00	40,477.59
513200	SC Police Retirement	1,270,528.51	1,082,807.04	0.00	187,721.47
521000	Office Supplies	63,123.00	48,275.06	2,288.62	12,559.32
521100	Postage	950.00	0.00	0.00	950.00
521300	Copy Machines	34,913.00	22,142.23	8,070.84	4,699.93
521400	Membership and Dues	2,400.00	2,363.00	0.00	37.00
521600	Oil & Lubricants	27,202.00	12,655.61	6,872.76	7,673.63
521700	Repairs - Vehicles	10,650.00	8,184.53	0.00	2,465.47
521800	Work Permits & Fees	375.00	35.00	0.00	340.00
521900	Automotive - NonContract	4,500.00	3,000.68	779.32	720.00
522002	Electricity - Bluff Road	695,727.00	547,294.21	0.00	148,432.79
522100	Telephone Service	22,000.00	15,353.09	2,466.91	4,180.00
522202	Water & Sewer - Bluff Road	420,750.00	419,353.99	0.00	1,396.01
522302	Heating Fuel - Bluff Road	189,000.00	87,869.37	0.00	101,130.63
522400	Repairs to Installed Equip	50,689.00	20,657.68	18,266.32	11,765.00
522600	Service Contracts	606,059.00	514,895.68	55,571.82	35,591.50
522700	Repairs - Equipment	23,000.00	16,444.66	1,394.00	5,161.34
522800	Building Maintenance	93,804.00	55,891.87	20,424.14	17,487.99
523700	Radio and Communications	24,393.00	6,224.89	6,495.11	11,673.00
523800	Fingerprint and Photography	599.00	0.00	0.00	599.00
524000	Prisoner Clothing	33,000.00	9,414.05	4,679.84	18,906.11
524100	Uniforms and Equipment	96,108.00	37,479.03	16,003.34	42,625.63
524200	Food	1,500.00	725.53	0.00	774.47
524400	Janitorial Supplies	85,991.00	70,580.44	4,405.60	11,004.96
524500	Kitchen and Dining Ware	0.00	0.00	0.00	0.00
524900	Medical Supplies & Expense	2,700.00	667.99	0.00	2,032.01
525100	Outpatient Care	280,064.00	188,285.36	71,778.64	20,000.00
526100	Advertising	400.00	0.00	0.00	400.00
526200	Beepers/Cell Phones/Pagers	11,750.00	8,066.02	3,252.38	431.60
526300	Rent	14,300.00	8,117.18	2,319.28	3,863.54
526400	Employee Training	29,903.00	24,486.38	1,494.14	3,922.48
526500	Professional Services	4,829,544.00	3,978,464.81	1,032,715.36	(181,636.17)
526600	Awards	500.00	82.46	0.00	417.54
529500	Non-Capital Assets Under \$5000	27,200.00	15,544.12	0.00	11,655.88
529600	Computer Equipment Under 5000	0.00	0.00	0.00	0.00
529998	Prior Year Rollover	0.00	0.00	0.00	0.00
529999	New Pos, Unrestricted Oper Cap	0.00	0.00	0.00	0.00
530300	Building Improvements	1,124.00	0.00	1,123.87	0.13
531200	Machines & Other Equipment	48,976.00	16,851.04	12,666.00	19,458.96
531300	Automotive Equipment	0.00	0.00	0.00	0.00
547100	Program Maintenance & Licens	700.00	0.00	0.00	700.00
Expenditure Total:		20,877,543.89	16,518,058.45	1,273,068.29	3,086,417.15
Key 1100210000 Total:		(20,877,543.89)	(16,518,058.45)	(1,273,068.29)	(3,086,417.15)



Richland County Finance Department

2020 Hampton Street, Post Office Box 192

Columbia, South Carolina 29202

Telephone 803-576-2100

E-mail: driggersd@rcgov.us

Daniel G. Driggers
Chief Financial Officer

Date: February 10, 2016

To: Tony McDonald, Richland County Administrator

From: Daniel Driggers, Richland County CFO

Subject: Council Services Budget Comparison

Tony,

At the Council Retreat, I provided Council with a report that estimated that based on the current trend of spending in the Council Services budget that the department is at risk of exceeding their appropriated budget for the fiscal year 2016. Based on your direction last week, below is a list of budget controls that is recommended in order to manage the risk and have the department stay within the appropriation for the fiscal year. The recommendations are based on the expenditures through January, 2016. Additional commitments made during February could require the plan to be further altered. The list does include the plan you provided that would reduce the department staffing by one person as of March 30, 2016. As always, non-compliance with any of the items will reduce the likelihood of operational success. Please let me know if you need any additional information.

- 1) Staffing – The staffing to be adjusted and reduced by one position by March 30, 2016.
- 2) Staffing Hours – The budget plan requires that a flex scheduling be considered so that all staff work hours be limited to 37.5 hours per week.
- 3) Overtime – The current year average is \$5k per month. The budget plan requires that a flex scheduling be considered so that no additional overtime hours are utilized for fiscal year 2016.
- 4) Part Time - The current year average is \$1,350 per month for an intern program that was not included in the appropriated budget. The budget plan requires that the program ends by March 30, 2016 and no additional part-time hours are utilized for fiscal year 2016.
- 5) Office Supplies - The current year average is \$1,193 per month. The budget plan requires that the department limit spending to an average of \$713 per month for the remainder of the year.
- 6) Copy Machines – The department should limit the spending to stay within the current budget of 4,800.
- 7) Travel – the department should be encouraged to not spend any additional funds on travel expenditures for the fiscal year.
- 8) Council District Accounts –
 - o All Council District should limit spending as not to exceed the appropriated \$7,000.
 - o If a district account is currently exceeding the \$7,000, the account should be frozen as not to spend any additional funds for the fiscal year.
- 9) OE – Council Expense Account – The current monthly average is \$6,000. The department should limit the spending to \$1,700 per month.

County of Richland-PROD

Budget Inquiry Report

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
Key: 1100102000 - Council Services					
Expenditure					
511100	Salaries and Wages	318,605.00	300,795.80	0.00	17,809.20
511200	Overtime	49,193.11	39,241.36	0.00	9,951.75
511300	RC Part-time Wages	12,520.00	10,631.76	0.00	1,888.24
512200	FICA Employer's Share	28,451.00	24,748.98	0.00	3,702.02
513100	SC Regular Retirement	41,133.00	37,607.45	0.00	3,525.55
521000	Office Supplies	13,937.64	9,645.14	4,172.50	120.00
521300	Copy Machines	6,477.21	5,497.05	919.01	61.15
521400	Membership and Dues	150.00	150.00	0.00	0.00
521500	Travel	2,461.00	2,089.64	0.00	371.36
522100	Telephone Service	7,000.00	4,678.05	2,321.95	0.00
526200	Beepers/Cell Phones/Pagers	3,000.00	2,636.78	363.22	0.00
526400	Employee Training	3,189.92	3,189.92	0.00	0.00
527600	Lump Sum Appropriations	0.00	0.00	0.00	0.00
527801	OE - District 1	7,000.00	207.36	0.00	6,792.64
527802	OE - District 2	7,000.00	4,819.05	0.00	2,180.95
527803	OE - District 3	7,000.00	4,735.82	0.00	2,264.18
527804	OE - District 4	7,000.00	3,923.11	0.00	3,076.89
527805	OE - District 5	7,000.00	7,000.00	0.00	0.00
527806	OE - District 6	7,000.00	3,127.97	510.00	3,362.03
527807	OE - District 7	7,700.00	5,567.99	0.00	2,132.01
527808	OE - District 8	7,000.00	4,148.47	888.19	1,963.34
527809	OE - District 9	7,000.00	5,919.37	0.00	1,080.63
527810	OE - District 10	10,020.93	9,511.00	510.00	(0.07)
527811	OE - District 11	7,000.00	4,163.71	0.00	2,836.29
527813	OE - Council	56,308.19	52,331.61	3,996.08	(19.50)
529998	Prior Year Rollover	0.00	0.00	0.00	0.00
529999	New Pos, Unrestricted Oper Cap	0.00	0.00	0.00	0.00
530300	Building Improvements	0.00	0.00	0.00	0.00
531600	Software	0.00	0.00	0.00	0.00
Expenditure Total:		623,147.00	546,367.39	13,680.95	63,098.66
Key 1100102000 Total:		(623,147.00)	(546,367.39)	(13,680.95)	(63,098.66)

County of Richland-PROD

Budget Inquiry Report

As of Period - April 2016

Ledger: GL

Budget Version: C

Object	Description	Budget	Actual	Encumbrance	Balance
Key: 1100240000 - Coroner					
Expenditure					
511100	Salaries and Wages	529,998.36	428,040.88	0.00	101,957.48
511300	RC Part-time Wages	190,000.00	215,397.95	0.00	(25,397.95)
512200	FICA Employer's Share	52,554.98	47,342.18	0.00	5,212.80
513100	SC Regular Retirement	17,621.14	31,735.06	0.00	(14,113.92)
513200	SC Police Retirement	59,059.00	66,381.63	0.00	(7,322.63)
521000	Office Supplies	28,520.00	28,187.98	325.46	6.56
521200	Books and Publications	500.00	296.40	0.00	203.60
521300	Copy Machines	3,111.00	2,813.09	140.13	157.78
521400	Membership and Dues	3,400.00	2,545.00	660.00	195.00
521500	Travel	800.00	0.00	0.00	800.00
521600	Oil & Lubricants	40,241.00	30,570.95	9,616.00	54.05
521700	Repairs - Vehicles	25,560.00	19,642.91	0.00	5,917.09
521900	Automotive - NonContract	15,000.00	11,846.78	350.22	2,803.00
522100	Telephone Service	2,200.00	1,625.96	574.04	0.00
522600	Service Contracts	116,676.00	95,420.60	20,179.40	1,076.00
522700	Repairs - Equipment	1,500.00	0.00	500.00	1,000.00
523700	Radio and Communications	78,654.00	75,387.13	3,261.78	5.09
523800	Fingerprint and Photography	1,064.00	0.00	0.00	1,064.00
524100	Uniforms and Equipment	17,121.00	16,232.10	0.00	888.90
524900	Medical Supplies & Expense	5,850.00	5,825.50	0.00	24.50
525500	Postmortem Pathology	412,124.00	390,454.00	21,396.00	274.00
525800	Jurors Expense	180.00	0.00	0.00	180.00
526200	Beepers/Cell Phones/Pagers	28,070.00	18,147.13	5,452.87	4,470.00
526400	Employee Training	10,947.76	8,996.29	1,200.00	751.47
526500	Professional Services	6,000.00	4,435.46	506.57	1,057.97
527200	Special Contracts	16,300.00	10,809.58	5,435.00	55.42
529500	Non-Capital Assets Under \$5000	10,980.00	6,124.34	0.00	4,855.66
529600	Computer Equipment Under 5000	20,600.00	20,518.58	0.01	81.41
529999	New Pos, Unrestricted Oper Cap	(2,386.76)	-2,386.76	0.00	0.00
531300	Automotive Equipment	79,732.00	79,732.00	0.00	0.00
531800	Lease Purchase Capital	0.00	0.00	0.00	0.00
547100	Program Maintenance & Licens	5,533.00	308.82	0.00	5,224.18
Expenditure Total:		1,777,510.48	1,616,431.54	69,597.48	91,481.46
Key 1100240000 Total:		(1,777,510.48)	(1,616,431.54)	(69,597.48)	(91,481.46)

Richland County Council Request of Action

Subject: Finance Department: Departments Projected to be over budget for FY16

A. Purpose

Richland County Finance Department requests County Council to advise and offer direction on department budgets that are projected to exceed the appropriated amounts. The list below does not mean that other funds will not be necessary, it only includes the funding concerns that we are aware of as of this report. The departments have been contacted and each below have requested additional funds be appropriated by Council.

B. Background / Discussion

1100240000 Coroner – Projections currently show that the Coroner’s Office will be over budget (**\$600,000**). More specifically \$250,000 of the total over budget projection is contributed to the Postmortem Pathology account. The Personnel/Retirement account is currently showing a negative balance totaling (\$9,470.16) including a projection for personnel to be over budget by (\$122,000). Coroner’s Office has requested that Council appropriated addition budget amounts to cover the shortfall.

1100210000 Detention Center – The Department has communicated that they anticipate the following deficits by yearend; Water and Sewer cost - \$200,000, Professional Services - \$218,000 and Salary - \$402,000. The total anticipated shortfall is **\$820,000**. The department did indicate that they have not been able to complete an analysis of personnel costs that may require additional funds.

1100102000 Council Services – Projections currently show that Council Services will be over budget (**\$108,000**). The need for the request is Personnel accounts. We have seen consistent negative balances this fiscal year. The Budget department has followed up to request that budget transfers be completed to offset the negative balances. Council Services has been informed of the shortfall.

C. Legislative / Chronological History

These are staff-initiated requests. Therefore, there is no Legislative history.

D. Financial Impact

Impact is: Coroner	- \$ 600,000
Detention Center	- \$ 820,000
Council Services	- <u>\$ 108,000</u>
	\$1,528,000

Approval of additional funds would require the use of General Fund - Fund Balance as a funding source.

E. Alternatives

1. Approve the request of additional funding
2. Approve request at the amended level
3. **Do not approve the request to advise and offer direction to the departments.**

If this alternative is chosen the negative balances and the over budget patterns shown over the initial six months of FY16 will adversely increase. Furthermore, these shortfalls will eventually negatively affect payroll, benefit contributions as well as timely payments to vendors and costs for operations/services.

F. Recommendation

To approve or reject based on Council's discretion.

Recommended by: Daniel Driggers

Department: Finance

Date: February 3, 2016

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 3/24/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The attached ROA is a request for additional budget funds within Council discretion. The recommendation is based on our understanding is that the additional funds are required for current commitments for the departments therefore delaying until FY17 is probably not an option. Approval would require a budget amendment and would use fund balance as a funding source.

Coroner

Reviewed by: Gary Watts

Date: 3/24/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Council Services

Reviewed by: Michelle Onley

Date: 3/24/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Detention Center

Reviewed by: Ronaldo Myers

Date: 04/18/16

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 04/19/16

Recommend Council approval

Recommend Council denial

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

Administration: Tony McDonald

Date: 04/19/16

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: I concur with the Finance Director's comments.

Approval is recommended.

Richland County Council Request of Action

Subject:

Developing a Multi-County Park with Fairfield County; Authorizing the execution and delivery of an agreement governing the Multi-County Park; Authorizing the inclusion of certain property located in Richland County in the Multi-County Park; Authorizing the execution of an intergovernmental agreement; and other related matters

FIRST READING: May 3, 2016

SECOND READING

THIRD READING:

PUBLIC HEARING:

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

DEVELOPING A MULTI-COUNTY PARK WITH FAIRFIELD COUNTY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT GOVERNING THE MULTI-COUNTY PARK; AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY IN THE MULTI-COUNTY PARK; AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT; AND OTHER RELATED MATTERS.

WHEREAS, the City of Forest Acres, South Carolina (“City”) desires to establish and encourage an economic development program in order to stimulate commercial redevelopment of the old Cardinal Newman School site (“Site”) located in the City and surrounding areas; and

WHEREAS, City desires to provide or cause to be provided certain infrastructure for the benefit of the Site and surrounding areas (“Infrastructure”) to assist with the economic development program at the Site; and

WHEREAS, Fairfield County, South Carolina (“Fairfield County”) and Richland County, South Carolina (“Richland County” and together, the “Counties”) are authorized pursuant to Article VIII, Section 13 of the Constitution and in accordance with §4-1-170, Code of Laws of South Carolina, 1976, as amended (collectively, the “MCIP Law”) to jointly develop an industrial or business park within the geographical boundaries of one or both of the member Counties; and

WHEREAS, the City has requested that the Counties jointly develop a multi-county business park (the “Park”) in which to locate the real and personal property comprising the Site (“Property”); and

WHEREAS, through the creation of the Park, the Property therein shall be exempt from *ad valorem* property taxes, and the character of the annual receipts from such Property shall be changed to fees-in-lieu of *ad valorem* property taxes (“Fees”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the Property in the Park; and

WHEREAS, pursuant to the authority of the MCIP Law and *Horry County School District v. Horry County and the City of Myrtle Beach*, the City has further requested, in order to assist the City in paying for the costs of the Infrastructure, that Richland County distribute a portion of the Fees to the City in an amount greater than the City’s proportionate share of the tax levy applicable to the Property had it not been located in the Park; and

WHEREAS, the Counties, to promote the economic welfare of their citizens and in consideration of the request of the City, desire to jointly develop the Park; and

WHEREAS, to ratify the creation of the Park and the various findings herein, the Counties shall execute and deliver the “Agreement Governing the Forest Acres Business Park”, the substantially final form of which is attached as Exhibit A (“Master Agreement”); and

WHEREAS, the provisions of Master Agreement shall govern the operation of the Park, including the sharing of expenses and revenues of the Park, and the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, Richland County and the City desire to enter into an Intergovernmental Agreement, the substantially final form of which is attached as Exhibit B (“Intergovernmental Agreement”); and

WHEREAS, the Intergovernmental Agreement sets forth the terms and conditions under which Richland County will distribute Fees to the City and other matters generally affecting the Park.

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

Section 1. *Development of Park; Execution of Master Agreement.* Richland County is authorized to jointly develop the Park with Fairfield County. The Richland County Council Chair (“Chair”) is authorized to execute the Master Agreement, the Clerk to the Richland County Council (“Clerk”) is authorized to attest the same, and the Richland County Administrator (“Administrator”) is authorized to deliver the Master Agreement to Fairfield County. The form and terms of the Master Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

Section 2. *Inclusion of Property.* The Park’s boundaries shall include the Property. The Chair, the Administrator and the Clerk are hereby authorized to take such further actions as may be necessary to include the Property in the Park’s boundaries. Pursuant to the terms of the Master Agreement, the location of the Property in the Park is complete upon (i) the enactment of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council and (ii) the delivery by Richland County of a description of the Property to Fairfield County.

Section 3. *Intergovernmental Agreement.* Richland County is authorized to enter into the Intergovernmental Agreement with the City to set forth the terms and conditions under which Richland will distribute Fees to the City in an amount that is greater than its proportionate share of the tax levy that would be applicable to the Property had it not been located in the Park in order to assist the City in paying for the costs of the Infrastructure. The Chair is authorized to execute the Intergovernmental Agreement, the Clerk is authorized to attest the same, and the Administrator is authorized to deliver the Intergovernmental Agreement to the City. The form and terms of the Intergovernmental Agreement are approved, with any revisions that are not materially adverse to Richland County and are approved by the Administrator after consultation with legal counsel to Richland County.

Section 4. *Further Assurances.* The Chair, the Clerk and the Administrator (or their respective designees) are authorized to execute whatever other documents and take whatever further actions as may be necessary to effect the intent of this Ordinance.

Section 5. *Severability.* If any part of this Ordinance is unenforceable, the remainder is unaffected.

Section 6. *General Repealer.* Any ordinance, resolution or order, the terms of which conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effective Date.* This Ordinance is 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:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF MASTER AGREEMENT

EXHIBIT B
FORM OF INTERGOVERNMENTAL AGREEMENT

**MASTER AGREEMENT
GOVERNING THE
FOREST ACRES BUSINESS PARK**

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

**DATED AS OF
[], 2016**

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450
COLUMBIA, SOUTH CAROLINA 29201
803.255.8000**

**INSTRUCTIONS
FOR
COUNTY AUDITOR AND COUNTY TREASURER**

ALL PROPERTY LOCATED IN THIS MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (THE "PARK") IS EXEMPT FROM *AD VALOREM* TAXES AND IS SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A PARK TYPE OF FEE-IN-LIEU OF *AD VALOREM* TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN, BUT FOR THE EXISTENCE OF THE PARK. HOWEVER, THE FEE-IN-LIEU PAYMENTS FOR PARK PROPERTY MAY BE BELOW NORMAL *AD VALOREM* TAX RATES IF THE PROPERTY IS SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ARRANGEMENT ("FILOT") OR SPECIAL SOURCE REVENUE CREDIT ("SSRC"). WHEN PREPARING THE FEE BILLS FOR ALL PROPERTY LOCATED IN THIS PARK, PLEASE REFERENCE ALL RECORDS FOR PARK PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FILOT AND SSRC RECORDS TO ENSURE THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO ARE USED, OR TO DETERMINE ANY APPLICABLE CREDIT.

ONCE A FEE BILL FOR PARK PROPERTY HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT GOVERN HOW THE FEE RECEIVED IS TO BE DISTRIBUTED BETWEEN THE COUNTIES AND THEN AMONG THE VARIOUS TAXING ENTITIES IN EACH COUNTY. EACH COUNTY MAY ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES WITHIN THAT COUNTY, AND MAY CHANGE THE DISTRIBUTION STATED HEREIN WITHIN THAT COUNTY, BUT DISTRIBUTION BETWEEN THE COUNTIES AS STATED HEREIN CAN ONLY BE CHANGED BY AMENDMENT OF THIS AGREEMENT.

THIS MASTER AGREEMENT (“Agreement”), effective as of June __, 2016 (“Effective Date”), between Richland County, South Carolina (“Richland County”), a political subdivision of the State of South Carolina (“State”), and Fairfield County, South Carolina (“Fairfield County” and together with Richland County, the “Counties” or, each, a “County”), a political subdivision of the State is entered into pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”).

RECITALS:

WHEREAS, the Counties are permitted by the MCIP Law to create one or more multi-county industrial/business parks;

WHEREAS, as provided under MCIP Law, to promote the economic welfare of their citizens by encouraging new and expanding industrial or commercial development to locate in the Counties, thereby expanding the Counties’ tax base and creating opportunities for employment, the Counties desire to jointly develop the “Forest Acres Business Park” (“Park”);

WHEREAS, by Richland Ordinance No. [] and Fairfield Ordinance No. [], the Counties authorized the creation of the Park, the location of certain property in the Park, and the execution of this Agreement to govern the operation of the Park, including the sharing of expenses and revenues of the Park and the manner in which the revenue is to be distributed to each of the taxing entities within each County; and

WHEREAS, because all of the property to be located in the Park is located in the City of Forest Acres, South Carolina (“City”), the Counties have obtained the consent of the City prior to the creation of the Park, as evidenced by the City’s acknowledgment to this Agreement.

NOW, THEREFORE, on the basis of the mutual covenants in this Agreement, the sufficiency of which consideration the Counties acknowledge, the Counties agree:

ARTICLE I PARK BOUNDARIES

Section 1.01. *Park Boundaries.*

(a) The Park consists of all real and personal property (“Property”) described on Exhibit A. The boundaries of the Park may be enlarged, to include additional properties, or diminished from time to time, as authorized by ordinances adopted by the County Councils of each County.

(b) In the event of any enlargement or diminution of the boundaries of the Park, on enactment by each County Council of its authorizing ordinance, this Agreement shall be deemed amended and the attached Exhibit A shall be revised accordingly to reflect the addition of property to the Park or the removal of property from the Park. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance enactment by the County Council of such County pursuant to which such enlargement or diminution was authorized.

ARTICLE II TAX STATUS OF PROPERTIES LOCATED IN THE PARK

Section 2.01. *Constitutional Exemption from Taxation.* Under the MCIP Law, so long as the Property is located in the Park, the Property is exempt from all *ad valorem* taxation. The Property shall be deemed as located in the Park so long as this Agreement is effective.

Section 2.02. Park Fee-in-Lieu of Taxes. Except as provided in Section 2.03, the owners or lessees of Property shall pay an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of Property in the Park.

Section 2.03. Negotiated Fee-in-Lieu of Taxes. The amount of the annual payments due from the owner or lessee under Section 2.02 may be altered by virtue of any negotiated incentive with either County, including a negotiated fee-in-lieu of *ad valorem* taxes incentive or special source revenue credit as provided in Sections 12-44-10, et seq., 4-1-175, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor or similar provisions thereto as may be provided under State law (collectively the revenues described in Sections 2.02 and 2.03 are referred to herein as the, “FILOT Revenue”).

ARTICLE III SHARING OF FILOT REVENUE AND EXPENSES OF THE PARK

Section 3.01. Expense Sharing. The Counties shall share all expenses related to the Park. If the Property is located in Richland County, then Richland County shall bear 100% of the expenses. If the parcel of Property is located in Fairfield County, then Fairfield County shall bear 100% of the expenses. Notwithstanding the foregoing, if any Property is privately-owned, the owner or developer of such Property can be required to bear 100% of the expenses related to that Property in the Park on behalf of the host County.

Section 3.02. FILOT Revenue Sharing.

(a) For revenue generated in the Park from a source other than FILOT Revenue, the County in which the revenue is generated may retain such revenue, to be expended in any manner as that County deems appropriate and is in accordance with State law.

(b) The Counties shall share all FILOT Revenue according to the following distribution method:

(i) For Property located in Richland County: Richland County, after making any reductions required by law or other agreement, shall retain 99% of the remaining FILOT Revenue (the “Residual FILOT Revenue”) and transmit 1% of the Residual FILOT Revenue to Fairfield County in accordance with Section 3.04.

(ii) For Property located in Fairfield County: Fairfield County, after making any reductions required by law or other agreement, shall retain 99% of the Residual FILOT Revenue and transmit 1% of the Residual FILOT Revenue to Richland County in accordance with Section 3.04.

Section 3.03. FILOT Revenue Distribution in Each County.

(a) After distribution of Residual FILOT Revenue as provided by Section 3.02(b):

(i) For Property located in Richland County, the Residual FILOT Revenue shall be distributed as follows: 50% to the City, and the remainder shall be distributed to the taxing entities in Richland County (excepting the City) on a pro-rata basis in accordance with the tax millage Richland County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school district receiving a distribution of Residual FILOT Revenue shall divide its respective

distribution of the Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which the Residual FILOT Revenue is received.

- (ii) For Property located in Fairfield County, the Residual FILOT Revenue shall be distributed to the taxing entities in Fairfield County on a pro-rata basis in accordance with the tax millage Fairfield County and the taxing entities would levy on the Property in the tax year in which Residual FILOT Revenue is received had the Property not been located in the Park. Any school district receiving a distribution of Residual FILOT Revenue, shall divide its respective Residual FILOT Revenue on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district in the tax year in which Residual FILOT Revenue is received.
- (iii) Each County elects to retain 100% of the 1% of the Residual FILOT Revenue received from the other County.

(b) Each County, by enactment of an ordinance in that County, may unilaterally amend its internal distribution method of any Residual FILOT Revenue that it receives.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15 of the first year in which either County receives FILOT Revenue, each County shall prepare and submit to the other County a report detailing the FILOT Revenue owed under this Agreement. Each County shall deliver a check for the amount reflected in that report at the same time to the other County.

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park are entitled to whatever enhancement of the regular jobs tax credits authorized by South Carolina Code Annotated Section 12-6-3360, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and computing the index of taxpaying ability pursuant to South Carolina Code Annotated Section 59-20-20(3), allocation of the assessed value of Property to each County is identical to the percentage of FILOT Revenue retained and received by each County in the preceding fiscal year.

Section 4.03. Records. Each County shall, at the other County's request, provide a copy of each record of the annual tax levy and the fee-in-lieu of *ad valorem* tax invoice for the Property and a copy of the applicable County Treasurer's collection records for the fee-in-lieu of *ad valorem* taxes so imposed, as these records became available in the normal course of each County's procedures.

Section 4.04. Applicable Law. To avoid any conflict of laws between the Counties, the county law of the County in which a parcel of Property is located is the reference for regulation of that parcel of Property in the Park. Nothing in this Agreement purports to supersede State or federal law or regulation. The County in which a parcel of Property is located is permitted to adopt restrictive covenants and land use requirements for that part of the Park.

Section 4.05. Law Enforcement. The Sheriff's Department for the County in which a parcel of Property is located has initial jurisdiction to make arrests and exercise all authority and power with respect to that parcel; fire, sewer, water and EMS service for each parcel of Property in the Park is provided by the applicable service district or other political unit in the applicable County in which that Property is located.

Section 4.06. Binding Effect of Agreement. This Agreement is binding after execution by both of the Counties is completed.

Section 4.07. Severability. If (and only to the extent) that any part of this Agreement is unenforceable, then that portion of the Agreement is severed from the Agreement and the remainder of this Agreement is unaffected.

Section 4.08. Complete Agreement: Amendment. This Agreement is the entire agreement between the Counties with respect to this subject matter and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the Park and the Property therein and neither County is bound by any oral or written agreements, statements, promises, or understandings not set forth in this Agreement.

Section 4.09. Counterpart Execution. The Counties may execute this Agreement in multiple counterparts, all of which, together, constitute but one and the same document.

Section 4.10. Termination. Notwithstanding any part of this Agreement to the contrary, this Agreement terminates automatically on the earlier of (a) the termination of the Intergovernmental Agreement or (b) 20 years following the Effective Date.

IN WITNESS WHEREOF, the Counties have each executed this Agreement, effective on the Effective Date.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk to County Council

FAIRFIELD COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

(SEAL)
ATTEST:

Clerk of County Council

**ACKNOWLEDGED AND CONSENTED TO BY
THE CITY OF FOREST ACRES, SOUTH CAROLINA:**

City Administrator

(SIGNATURE PAGE)

EXHIBIT A
PROPERTY DESCRIPTION

[TO BE UPDATED ACCORDING TO ARTICLE I OF THE AGREEMENT]

STATE OF SOUTH CAROLINA)
)
CITY OF FOREST ACRES) INTERGOVERNMENTAL AGREEMENT
)
COUNTY OF RICHLAND)

THIS INTERGOVERNMENTAL AGREEMENT is dated and effective as of June __, 2016 (this “Intergovernmental Agreement”), and is by and between Richland County, South Carolina, a county and political subdivision of the State of South Carolina (“Richland County”) and the City of Forest Acres, South Carolina, a municipal corporation and political subdivision of the State of South Carolina (the “City” and together with Richland County, the “Parties” and each individually, a “Party”).

RECITALS

WHEREAS, the City desires to establish and encourage an economic development program in order to stimulate commercial redevelopment of the old Cardinal Newman School site (“Site”) and surrounding areas; and

WHEREAS, the City desires to provide or cause to be provided certain Infrastructure (as defined and described herein) for the benefit of the Site and surrounding areas to assist with the economic development program at the Site; and

WHEREAS, Fairfield County, South Carolina (“Fairfield County”) and Richland County (jointly the “Counties”) are authorized under pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and South Carolina Code Annotated Section 4-1-170 (collectively, the “MCIP Law”) to jointly develop a multi-county industrial or business park within the geographical boundaries of one or both of the member counties; and

WHEREAS, such a joint county business park located in the City (the “Park”) may be utilized to assist the City in defraying the costs the Infrastructure; and

WHEREAS, at the request of the City, the Counties have entered into an “Agreement Governing the Forest Acres Business Park” (the “Master Agreement”), the provisions of which govern (i) the operation of the Park, including the sharing of expenses and revenues of the Park, and (ii) the manner in which the revenue is to be distributed to each of the taxing entities within each of the Counties; and

WHEREAS, the City and Richland County desire to enter into this Intergovernmental Agreement to: (i) establish the purposes for the Park; (ii) identify the location of the Park; (iii) determine the eligibility criteria for inclusion of Property in the Park; (iv) confirm the commitment of the City to provide certain Infrastructure for the Park; and (v) ratify the methodology by which and the amount of fee-in-lieu-of *ad valorem* taxes with respect to the property located in the Park (“Fees”) shall be paid to the City ; and

WHEREAS, the City and Richland County each acting by and through their respective governing bodies have authorized the execution and delivery of this Intergovernmental

Agreement.

NOW THEREFORE, in consideration of the mutual agreement, representations, and benefits contained in this Intergovernmental Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby contractually agree as follows:

1. **Binding Agreement; Representations.**

(A) This Intergovernmental Agreement serves as a written instrument setting forth the entire agreement between the Parties and shall be binding on the Parties, their successors and assigns.

(B) Each of the Parties represents and warrants that: (i) it has the full legal right, power, and authority to enter into this Intergovernmental Agreement and carry out and consummate all other transactions contemplated by this Intergovernmental Agreement; (ii) it has duly authorized the execution, delivery, and performance of its obligations under this Intergovernmental Agreement and the taking of any and all actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Intergovernmental Agreement; and (iii) this Intergovernmental Agreement constitutes a legal, valid, and binding obligation of each respective Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

2. **Authorization/Purpose.** The MCIP Law provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met. The Master Agreement meets the conditions set forth in the MCIP Law and its provisions shall govern the operation of the Park. Further, and as acknowledged in the Master Agreement, the City has consented to the creation of the Park..

3. **Location of the Park.**

(A) The Park consists of property located in the City as is hereinafter more specifically described in Exhibit A hereto (the "Property"). The Property shall be subject, beginning with fee payments received for tax year 2016, to the distribution of revenues provided for in Master Agreement. It is specifically recognized that the Park may consist of non-contiguous properties. The boundaries of the Park may be enlarged from time to time, but only in accordance with the terms of the Master Agreement.

(B) In the event of any enlargement or diminution of the boundaries of the Park through the addition or subtraction of the Property, this Intergovernmental Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A which shall contain a legal description of the boundaries of the Park. Upon the inclusion of any property in the Park, it shall immediately be subject to the distribution of revenue as set forth in the Master Agreement.

(C) Richland County shall not consent to the enlargement or diminution of the boundaries of the Park through the addition or subtraction of the property located within the City without receiving the City's prior written consent to any such enlargement or diminution.

4. **Eligibility for Inclusion in Fee Distribution.** Only the property reflected in Exhibit A from time to time shall be in the Park as of a given time, and, accordingly, only that property is subject to the fee distribution set forth in the Master Agreement.

5. **Infrastructure Related to the Site.**

(A) Pursuant to the Master Agreement, the overall responsibility for the development of the Park is that of Richland County.

(B) The City shall provide or cause to be provided the infrastructure for the Site, as described in Exhibit B hereto (the "Infrastructure").

(C) In consideration of the City's acquisition and installation of the Infrastructure and in accordance with the distribution provisions set forth in the Master Agreement, Richland County shall distribute Fees to the City in the following amounts: (i) not exceeding Three Million One Hundred Seventy-Seven Thousand Dollars (\$3,177,000) to assist the City in paying for actual costs of the Infrastructure; (ii) not exceeding Two Hundred Fifty Thousand Dollars (\$250,000) to assist the City in paying for all required costs of issuance; and (iii) all interest costs associated with financing the Infrastructure.

(D) In the sole discretion of the City, the financing of the Infrastructure shall be permitted through all legally available options, including, but not limited to, Sections 4-1-175, 4-29-68 and 11-27-110 of the Code of Laws of South Carolina, 1976, as amended.

6. **Distribution of Fee-In-Lieu-Of-Tax Payments.**

(A) Subject to the distribution limits described in Section 5(C) above, fee-in-lieu-of-tax payments attributable to the Park shall be distributed in accordance with the Master Agreement.

(B) Upon the distribution to the City of all amounts provided in Section 5(C) above and assuming the Master Agreement is still in effect, this Intergovernmental Agreement will automatically terminate.

7. **Collection and Distribution of Fee-In-Lieu-Of-Tax Payment.**

(A) Subject to execution and delivery of the Master Agreement, Richland County will collect all Fees. Once collected, the County will distribute the amounts as provided in the Master Agreement. The City shall use its portion of the Fees, as set forth herein, for Infrastructure costs of the Park as set forth in Exhibit B. The City will provide Richland County with a detailed annual accounting report setting forth the funds received hereunder by the City and all expenditures or disbursements of such funds; provided further that upon written request, the City shall provide an accounting of all costs of financing the Infrastructure to Richland County. The

accounting shall be made available to Richland County within three business days of such request.

(B) The City hereby covenants with Richland County to: (1) use the moneys received pursuant to the Master Agreement, only for Infrastructure and related authorized expenses as set forth herein; and (2) set up a separate and separately accountable and auditable fund of the City (the "Infrastructure Fund") to receive and distribute and account for the Fees received pursuant to the Master Agreement.

8. **Master Agreement.** The Master Agreement, is hereby incorporated herein, as fully as if set forth verbatim in its entirety. That Master Agreement shall be the basis for all terms and provisions not otherwise specifically addressed by this Intergovernmental Agreement.

9. **Records.** The Parties covenant and agree that, upon the request of either, the other will provide to the requesting Party copies of the fee-in-lieu-of-tax records and distributions pertaining to Property, as such records become available in the normal course of City and Richland County procedures.

10. **Reimbursements and Indemnification.** To the extent, and only to the extent, that Richland County is actually required by any court of competent jurisdiction or the South Carolina General Assembly to refund, reimburse, or otherwise pay back to any political subdivision any of the fees distributed to any other political subdivision pursuant to this Intergovernmental Agreement, the City will, to the extent permitted by law, reimburse Richland County therefor; and, will further provide defense or legal representation for Richland County in any such legal or legislative proceeding to resist any such requirement for refund, reimbursement, or payback.

11. **Severability.** In the event and to the extent, and only to the extent, that any provision or any part of a provision of this Intergovernmental Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Intergovernmental Agreement.

12. **Termination.** Subject, only, to the terms and provisions of Section 6 hereof, the City and Richland County agree that this Intergovernmental Agreement may not be terminated, except by mutual written agreement, unless the Master Agreement should terminate prior to that time, in which case this Intergovernmental Agreement shall terminate concurrently with the Master Agreement.

IN WITNESS WHEREOF, Richland County has caused this Intergovernmental Agreement to be signed by its Chairman of County Council, its corporate seal to be reproduced hereon and the same to be attested by the Clerk to County Council, as of the ___ day of June, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

(SIGNATURE PAGE)

IN WITNESS WHEREOF, the City has caused this Intergovernmental Agreement to be signed by its City Administrator, its corporate seal to be reproduced hereon and the same to be attested by the City Clerk, as of the ____ day of June, 2016.

CITY OF FOREST ACRES, SOUTH CAROLINA

By: _____
City Administrator

ATTEST:

By: _____
City Clerk, City of Forest Acres

(SIGNATURE PAGE)

EXHIBIT A

Location of the Park Properties Subject to the Fee Distribution; as reflected on the attached plat.

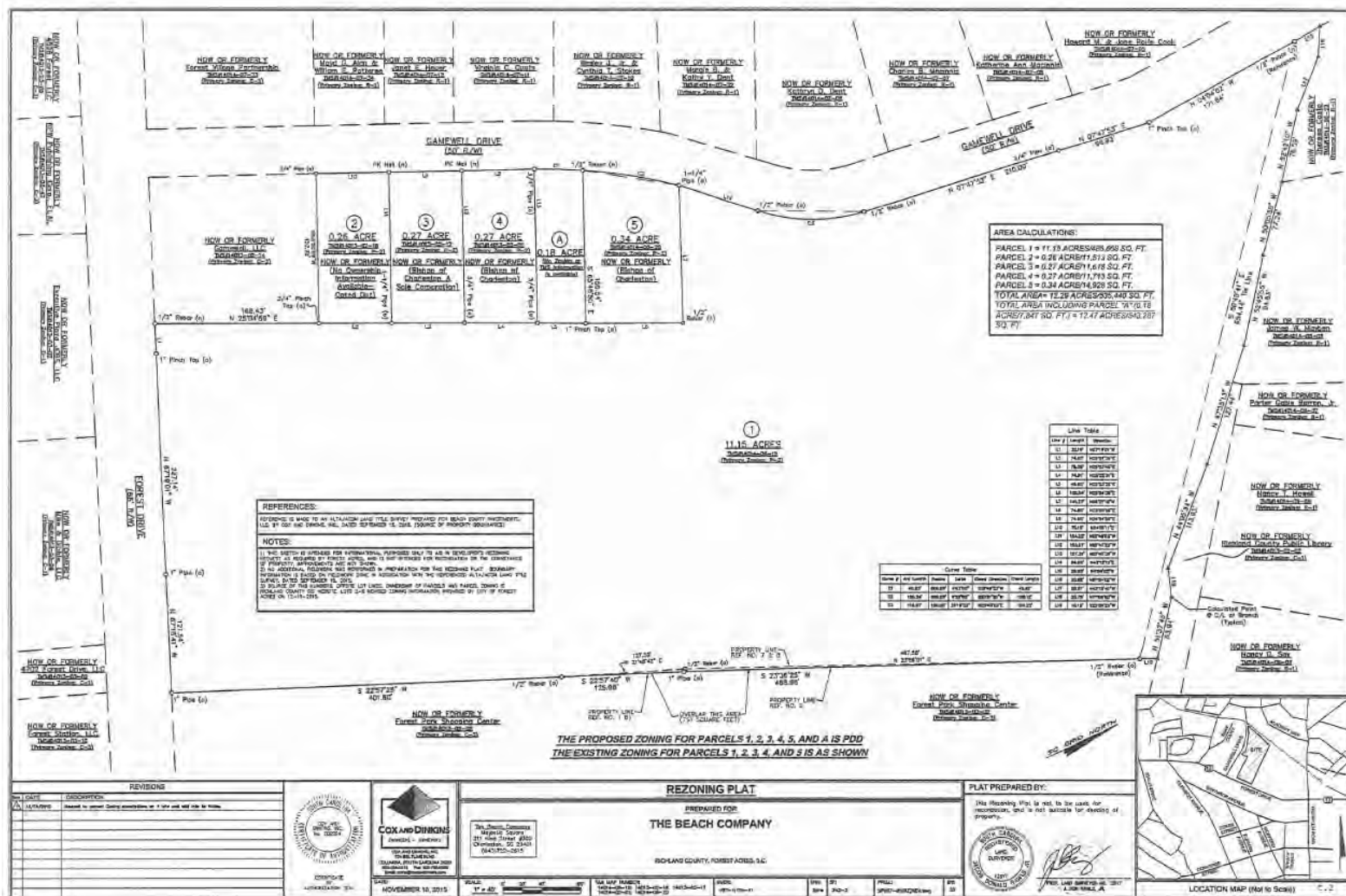


EXHIBIT B

Infrastructure for the Park

The City will undertake a variety of projects to serve the proposed Park in order to fulfill the objectives of Richland County and the City as described in the foregoing Intergovernmental Agreement. As discussed in the Intergovernmental Agreement, the term “Infrastructure” encompasses and includes:

1. Construction, development and implementation of Adaptive Traffic Control Systems in and around the Forest Drive Corridor;
2. Turn lane improvements in and around the Forest Drive/Trenholm Road intersection;
3. Turn lane improvements in and around the Forest Drive/Beltline Boulevard intersection;
4. Upgrades, repairs and improvements to the Forest Lake Bridge; and
5. All additional public purpose improvements as may benefit the areas in and around the Park.

Richland County Council Request of Action

Subject:

Authorizing the conversion of a 1996 Fee in Lieu of ad valorem taxes arrangement by and between Richland County, South Carolina and Bose Corporation and other matters related thereto

FIRST READING: May 3, 2016

SECOND READING:

THIRD READING:

PUBLIC HEARING:

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

**AUTHORIZING THE CONVERSION OF A 1996 FEE IN LIEU
OF AD VALOREM TAXES ARRANGEMENT BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA AND BOSE
CORPORATION AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Purchase Agreement with Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“Company”), dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company made investments in real and personal property in the County for the purpose of locating a manufacturing facility in the County (“Project”) and (ii) the County provided the Company with fee-in-lieu of *ad valorem* taxes (“FILOT”) benefits with respect to the Project (“Original Fee”);

WHEREAS, FILOT arrangements entered into pursuant to the Original Fee Act required that a county hold title to all of the assets subject to a FILOT;

WHEREAS, title transfer FILOT arrangements under the Original Fee Act proved difficult to administer and can create business difficulties for companies seeking to grant security interests in assets subject to title transfer FILOT arrangements;

WHEREAS, the General Assembly, recognizing such difficulties, passed a new FILOT act, Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simplified Fee Act”) in 1997 that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, under Section 12-44-170 of the Simplified Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simplified Fee Act, the Company desires to and has elected to transfer the Project from the Original Fee Act to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment requirements of the Original Fee to the new FILOT; and (iv) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the Lease; and

WHEREAS, the Company requests the County (i) consent to the Conversion and (ii) execute a Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement, the substantially final form of which is attached as Exhibit A (“Agreement”), to (A) achieve the Conversion and (B) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

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

Section 1. *Consent to Conversion; Authorization to Execute and Deliver Agreement.* The County approves the Conversion and the appropriate cancellation, termination or amendment of any documents, including the Lease relating to the Original Fee as may be appropriate to effect the Conversion. The Chairman of County Council, or the Vice-Chairman in the absence of the Chairman, are authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County as may be approved by the Chairman on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Agreement to the Company.

Section 2. *Further Assurances.* The Chairman and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 3. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

This Ordinance takes effect and is in full force only after the County Council has approved it following three readings and a public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk, Richland County Council

READINGS:

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

EXHIBIT A
FORM OF
AGREEMENT

CONVERSION AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO AN EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 12 OF THE SOUTH CAROLINA CODE, 1976 AS AMENDED TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44, OF THE SOUTH CAROLINA CODE, AS AMENDED

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

BOSE CORPORATION

DATED AS OF _____, 2016

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CONVERSION AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS CONVERSION AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) is effective as of _____, ____, 2016, by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Richland County Council (“County Council”), as the governing body of the County, and Bose Corporation, a corporation duly organized and existing under the laws of the State of Delaware (“Company,” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapters 12 and 29, Code of Laws of South Carolina, 1976, as amended (collectively, “Original Fee Act”), and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Simplified Fee Act”) (i) to enter into fee-in-lieu of *ad valorem* taxes (“FILOT”) arrangements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain FILOT payments with respect to such investment;

WHEREAS, pursuant to the Original Fee Act, the County entered into a Lease Purchase Agreement with the Company, dated as of October 1, 1996 (the “Lease”), pursuant to which (i) the Company promised to make certain investments in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County, and (ii) the County provided the Company FILOT benefits with respect to the Project, as defined below (“Original Fee”);

WHEREAS, the Original Fee arrangement entered into pursuant to the Original Fee Act required that the County hold title to all of the Project assets subject to the FILOT incentive;

WHEREAS, under the Simplified Fee Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentive;

WHEREAS, because the Company has an existing FILOT arrangement with the County, Section 12-44-170 of the Simplified Fee Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original Fee Act to a non-title transfer FILOT arrangement under the Simplified Fee Act;

WHEREAS, the Company elected to transfer the Project from the Original Fee to a FILOT arrangement under the Simplified Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the Lease; (ii) a continuation of the same fee in lieu of tax payments for the time required for payments under the Lease, which time was extended an additional five (5) years by Resolution approved by County Council on February 9, 2016, pursuant to Section 4-12-30(C)(4) of the Original Fee Act; (iii) a carryover of minimum investment of the Original

Fee to the FILOT arrangement under the Simplified Fee Act ; and (iv) the entering into of this Fee Agreement which continues the provisions and limitations of the Lease; and

WHEREAS, the County, by Ordinance No. _____, dated _____, _____, 2016 (“Fee Ordinance”), consented to the Conversion and authorized the execution of this Fee Agreement with the Company to (i) achieve the Conversion, and (ii) cancel, terminate or amend certain documents by and between the Company and the County relating to the Original Fee, including the Lease.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I

DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Chairman” shall mean the Chairman of County Council.

“Clerk of County Council” shall mean the Clerk to County Council.

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

“County Administrator” shall mean the County Administrator of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under Section 12-44-170(B) of the Simplified Fee Act, and which are identified by the Company in connection with their annual filing of a SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period, less and except the Removed Components. Title to all Economic Development Property shall at all times remain vested in the Company, as the case may be, except as maybe necessary to take advantage of the effect of section 12-44-160.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Sponsor during the Investment Period.

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

“Facilities” means the Project and any non-FILOT assets to which the County holds title pursuant to the Original Fee.

“Fee Payment” means the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to this Fee Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto acquired by the Company during the Investment Period.

“Inducement Agreement” shall mean that certain Inducement Agreement executed between the County and the Company, as amended, supplemented or corrected.

“Investment Period” shall mean the period commencing March 31, 1997 and ending March 31, 2004.

“Phase” or “Phases” in respect of the Project shall mean for each year of the Investment Period the Equipment, Improvements and Real Property, if any, placed in service during such year.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day 25 years after the last day of the property tax year in which each such Phase of the Project became subject to the terms of the Original Fee. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be March 31, 2028. The Phase Termination Date includes a five (5) year extension applied for by the Company and authorized by the County via resolution on February 9, 2016 under Section 12-44-30(21) prior to the Conversion.

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company during the Investment Period.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or

Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Sections 4.6, 4.7 or 4.8 of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any Removed Component which is scrapped or sold by the Company and treated as a Removed Component under Section 4.2 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Simplified Fee Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) By due corporate action, the County has agreed that, subject to compliance with applicable laws, the items of real and tangible personal property comprising the Project subject to the FILOT arrangement provided in the Lease shall be considered Economic Development Property under the Simplified Fee Act.

(c) In order to maintain the FILOT benefits the Company presently enjoys with respect to the Project, the County approves the transfer of the Project to this Fee Agreement pursuant to the terms of Section 12-44-170 of the Simplified Fee Act.

Section 2.2. *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a material default, not waived or cured, under any material company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.

(c) The availability of the payment in lieu of taxes with regard to the Economic Development Property induced the Company to undertake the Project in the County.

(d) The Company has already achieved the minimum investment threshold required by the Simplified Fee Act and will maintain the minimum investment through the Fee Term.

ARTICLE III

TERMINATION OF ORIGINAL FEE

Section 3.1. Termination of Lease; Purchase and Conveyance of Project; Transfer and Conversion of Project.

(a) Pursuant to Section 10.2 of the Lease, the Company elects to terminate the Lease. The County acknowledges the Company's exercise of its option to terminate the Lease and waives the 30 day notice provision of Section 10.2(c).

(b) Pursuant to Section 10.3 of the Lease, the Company elects to purchase the Facilities from the County for \$1.00. The County acknowledges the Company's exercise of its option to purchase the Facilities and certifies the purchase price is \$1.00. The County acknowledges there are (i) no outstanding FILOT payments due and payable with respect to the Project; (ii) no outstanding *ad valorem* taxes payable with respect to the Project; and (iii) no additional amounts due to the County under the Lease or otherwise.

(c) On receipt of the purchase price, the County shall deliver to the Company documents conveying to the Company good and marketable title to the Facilities, subject to the following: (i) those liens and encumbrances (if any) to which title to the Facilities was subject when conveyed to the County; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; and, (iii) Permitted Encumbrances, as defined in the Lease. The form of a Quitclaim Deed for purposes of conveying title to the real property portion of the Project is attached hereto as Exhibit A. The form of a Bill of Sale for purposes of conveying title to the personal property portion of the Project is attached hereto as Exhibit B.

(d) Pursuant to Section 12-44-170(B) of the Simplified Fee Act, the Company elects and the County consents to the transfer of the portion of Project constituting Economic Development Property under the Lease to a FILOT arrangement under the Simplified Fee Act as provided in this Fee Agreement. The Parties agree that the portion of the Project constituting Economic Development Property under the Lease shall be converted and considered automatically Economic Development Property under the Simplified Fee Act and this Fee Agreement. This Fee Agreement continues the same FILOT payments required under the Lease; this Agreement continues the same FILOT payments for the time required for the FILOT payments under the Lease plus an additional five (5) years; and the minimum investment requirements of the Lease have been met by the Company. The Parties agree this Fee Agreement constitutes an "appropriate agreement" between the County and the Company to continue the provisions and limitations of the Lease.

Section 3.2. Termination of Ancillary Agreements.

(a) The Parties entered into an Inducement and Millage Rate Agreement as required under the Original Fee Act and as a precursor to the Lease. The Inducement and Millage Rate Agreement is hereby terminated with such termination to be effective on the date of this Fee Agreement.

(b) The Parties entered into additional agreements in order to facilitate and effect the Original Fee. The additional agreements are hereby terminated with such termination to be effective on the date of this Fee Agreement.

ARTICLE IV

FEE PAYMENTS

Section 4.1. *Negotiated Payments.*

(a) The Company shall make Fee Payments on all Economic Development Property comprising each Phase of the Project.

(b) The annual Fee Payment due on each Phase is calculated as follows (subject, in any event, to the required procedures under the Simplified Fee Act and to Sections 4.2 and 4.4 of this Fee Agreement):

- Step 1: Determine the fair market value of the Phase of the Project by using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on March 31 of the year in which each Phase becomes subject to Original Fee, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, as the case may be, under State law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on March 31 of the year in which each Phase becomes subject to the Original Fee.
- Step 2: As set forth under the Lease, apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase.
- Step 3: As set forth under the Lease, apply a millage rate of 283.4 (which millage rate shall be a fixed rate for the Fee Term).

The Fee Payment is due on each Phase until the applicable Phase Termination Date, which Phase Termination Date the County and the Company, prior to the Conversion, agreed to extend for 5 years pursuant to Section 4-12-30(C)(4) of the Original Fee Act. The annual Fee Payment is due on the payment dates prescribed by the County for such payments.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(c) In the event that the Simplified Fee Act or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder, it being the intention of the County and the Company to continue the FILOT benefits as provided under the Original Fee. In addition, if so requested by the Company and assuming such an arrangement would preserve the Company's FILOT benefits, the County would favorably consider invoking the provisions of Section 12-44-160 of the Simplified Fee Act in order to convert this Fee Agreement to a lease arrangement as provided under Section 4-12-30 of the Code.

(d) If the Project is deemed to be subject to *ad valorem* taxation, then the Company shall pay to the County an amount equal to the *ad valorem* taxes that would be levied on the Project by the County, municipalities, school districts, and other political units as if the Project had not been Economic Development Property under the Simplified Fee Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT payments have been previously remitted by the Company to the County under this Fee Agreement or the Lease, shall be reduced by the total amount of FILOT payments made by the Company with respect to the Project pursuant to the terms of this Fee Agreement or the Lease, and further reduced by any abatements provided by law.

Section 4.2. Fee Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Simplified Fee Act, the Company shall make statutory Fee Payments with regard to such Replacement Property as follows:

(a) To the extent that the original income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the Fee Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the Company shall make annual Fee Payments with respect to the Replacement Property until the Phase Termination Date of the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components ("Excess Value"), the Company shall pay to the County, with respect to the Excess Value, an amount equal the *ad valorem* taxes that would be due if the Replacement Property were not Economic Development Property.

Section 4.3. Option to Terminate. From time to time and at any time, including during the continuance of an Event of Default, upon at least 30 days notice, the Company may terminate this Agreement in whole or in part. Upon termination of this Agreement, the Company will become prospectively liable for ad valorem property taxes on the Facilities.

Section 4.4. Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty. In the event of a Diminution in Value of any Phase of the Project, the Fee Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.5. Place and Allocation of Fee Payments. The Company shall make the Fee Payments directly to the County in accordance with applicable law.

Section 4.6. Removal of Equipment, Improvements or Real Property. The Company is entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) are no longer considered a part of the Project and are no longer subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. Damage or Destruction of Project.

(a) *Election to Terminate.* If the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* If the Project is damaged by fire, explosion, or any other casualty, and the Company does not elect to terminate this Agreement, then the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project are deemed to be Removed Components.

Section 4.8. Condemnation.

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or if title to a portion of the Project is taken and renders continued occupancy of the Project commercially infeasible in the judgment of the Company, then the Company may terminate

this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 4.12 hereof.

Section 4.10. Indemnification Covenants. (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

(a) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (i) occasioned by the acts of that Indemnified Party which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

(c) Following this notice, the Company shall resist or defend against any claim or demand, action or proceeding, at its expense, using counsel of its choice. The Company is entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also on the County. Therefore, the Company and the County agree that, in addition to what may be permitted by law and pursuant to the County’s police powers, the County and its authorized agents shall be entitled to inspect the Project or any property associated therewith. Such rights of examination shall be exercised upon such necessary terms and conditions as the Company may prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidential and proprietary information that may be subject to disclosure upon such examination. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Transfer and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted by resolution of the County Council, which consent shall not be unreasonably withheld, delayed or conditioned. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any, without County consent.

ARTICLE V

DEFAULT

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

(a) Failure by the Company as the case may be, to make, upon levy, the Fee Payments described in this Fee Agreement; provided, however, that the Company, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by Party to perform any of the other material terms, conditions, obligations or covenants of the Party hereunder, which failure shall continue for a period of ninety (90) days after written notice from the non-defaulting Party specifying such failure and requesting that it be remedied.

Section 5.2. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the Parties shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the parties under this Fee Agreement.

Section 5.3. Remedies Not Exclusive. No remedy conferred upon or reserved to the Parties under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

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

If to the Company:	Kimberly Sigler, Senior Counsel Global Real Estate, Bose Corporation The Mountain Framingham, MA 01701
With a Copy to:	Jennifer W. Davis Nelson Mullins Riley & Scarborough LLP P.O. Box 1806 Charleston, SC 29402 Facsimile: 843-722-8700
If to the County:	Richland County , South Carolina Attn: County Administrator 2020 Hampton Street (29204) Post Office Box 192 Richland, South Carolina 29202
With a Copy to:	Richland County Economic Development Attn: Director 1201 Main Street, Suite 910 Columbia, South Carolina 29201
With a Copy to:	Ray E. Jones Parker Poe Adams & Bernstein LLP 1201 Main Street, Suite 1450 (29201) Post Office Box 1509 Columbia, South Carolina 29202

Section 6.2. *Administrative Expenses.* The Company shall reimburse the County for its reasonable costs, including attorneys' fees and costs, incurred in the negotiation and approval of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$2,500 in the aggregate.

Section 6.3 *Filings.* The Company shall notify the South Carolina Department of Revenue, as required by section 12-44-90 of the Act, of the execution of this Fee Agreement. The Company shall deliver a copy of the notification to the County Auditor, County Assessor and County Treasurer.

Section 6.4 *Binding Effect.* This Fee Agreement is binding, in accordance with its terms, on and inures to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.5. *Counterparts.* This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.6. *Governing Law.* This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, exclusive of the conflict of law provisions which would refer the governance of this Fee Agreement to another jurisdiction.

Section 6.7. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.8 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 6.9. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.10. *Severability.* If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to continue the FILOT benefits as provided under the Original Fee.

Section 6.11. *Limited Obligation.* ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 6.12. *Force Majeure.* Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 6.13. *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Code, the Company and the County hereby waive application of any and all of the recapitulation requirements set forth in Section 12-44-55 of the Code.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk, Richland County Council

BOSE CORPORATION

By: _____
Its: _____

EXHIBIT A
FORM OF QUIT-CLAIM DEED

A-1

STATE OF SOUTH CAROLINA)
) QUIT-CLAIM DEED TO REAL ESTATE
COUNTY OF RICHLAND)

KNOW ALL MEN BY THESE PRESENTS, that RICHLAND COUNTY, SOUTH CAROLINA, a body politic, corporate and a political subdivision of the State of South Carolina, as Grantor, in the State aforesaid, for and in consideration of the premises and also in consideration of the sum of One Dollar and other valuable consideration to it in hand paid at and before the sealing and delivery of these presents by BOSE CORPORATION, a Delaware corporation, as Grantee (the receipt whereof is hereby acknowledged), has granted, bargained, sold, released, and forever quit-claimed and by these presents does grant, bargain, sell, release and forever quit-claim unto the said BOSE CORPORATION, all of its right, title and interest in and to:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

Grantee's address: _____

This conveyance is subject to all matters, if any, set forth on Exhibit A, and is further subject to all easements and restrictions of record, including those shown on recorded plats.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns, forever so that neither the said Grantor nor its successors, nor any other person or persons, claiming under it or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

Grantor has taken no action to affect title to the Property. Otherwise, Grantor makes no warranty, express, implied or otherwise as to its title, if any, to the Property or the condition of the Property, which is conveyed AS IS, WHERE IS, without representation or warranty of any kind.

[remainder of this page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Richland County, South Carolina, a body politic, corporate and a political subdivision of the State of South Carolina, has caused these presents to be executed in its name by one of its authorized officers and its seal to be hereto affixed this ____ day of _____, 2016, effective as of the ___ day of _____, 2016.

Signed, Sealed and Delivered
in the Presence of:

RICHLAND COUNTY, SOUTH CAROLINA

Witness #1
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness #2
Print Name: _____

Attest:

Witness #1
Print Name: _____

By: _____
Print Name: _____
Title: _____

Witness #2
Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-named Richland County, South Carolina, by _____, its _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____, 2016.

NOTARY PUBLIC
Name: _____
My commission expires: _____
(NOTARY SEAL)

EXHIBIT "A"

All that certain piece, parcel or tract of land containing 104.89 acres, encompassing the physical plant of The Bose Corporation, situate, lying and being between Interstate 77 and Farrow Road (SC 555), North of the City of Columbia, in the County of Richland, State of South Carolina, as more particularly shown and delineated on a plat of The Bose Property prepared by Survey and Mapping Services of South Carolina, Inc., dated November 4, 1994 and recorded on November 18, 1994 in the Office of the RMC for Richland County in Plat Book 55 at page 5411.

This being the identical property conveyed to the Grantor herein by deed of Bose Corporation dated as of October 1, 1996 and recorded October 30, 1996 in Deed Book D-1346, page 197.

TMS: 17500-02-17

TOGETHER with the property described on Exhibit B hereto.

EXHIBIT “B”

All the buildings, improvements and other structures or fixtures to the land described on Exhibit A, including appurtenances and other tangible property deemed to be real property and not effectively transferred by the Bill of Sale dated as of the date hereof, attached hereto as Exhibit C and incorporated herein by reference, acquired by Richland County, South Carolina for use in connection with the Project.

**EXHIBIT 1
TO BILL OF SALE**

All machinery, apparatus, equipment, office facilities and furnishings (the "Equipment") installed or otherwise located in the Buildings described on Exhibit B to the Lease Purchase Agreement dated as of October 1, 1996 (the "Lease") between Richland County, South Carolina (the "County") as the Lessor and Bose Corporation (the "Company") as the Lessee, together with any machinery, equipment, fixtures, furnishings, furniture and other property not included in the Equipment which the County acquired or may have acquired from the Company respectively pursuant to the foregoing and any other agreements between, among others, the County and the Company and any and all additions, accessions, replacements and substitutions thereto or therefor including any other tangible property not effectively conveyed by the Quit Claim Deed to Real Estate to which this Bill of Sale is an Exhibit (collectively, the "Property").

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in Richland County, bearing Richland County Tax Map Number 17500-02-17, was transferred by Richland County, South Carolina to Bose Corporation on _____, 2016.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) XX exempt from the deed recording fee because (See Information section of affidavit): _____
12
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No XX to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$ _____
- (b) Place the amount listed in item 5 above here:
(If no amount is listed, place zero here.)
- (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: _____

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: _____ Grantor

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

RICHLAND COUNTY, SOUTH CAROLINA

ATTEST:

By: _____
Print Name: _____
Its: _____

By: _____
Print Name: _____
Its: _____

SWORN to before me this
____ day of _____, 2016.

Notary Public for South Carolina
Name: _____
My Commission Expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.)

~#4850-1330-7696 v.1~

PPAB 3226661v2

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE STATE OF SOUTH CAROLINA, AND A COMPANY KNOWN AS PROJECT GIANT AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County and the State of South Carolina (“State”) are negotiating with a company known as Project Giant (“Company,” together with the County and the State, “Parties,” each, a “Party”) regarding a potential, significant investment in the County (“Investment”);

WHEREAS, the commitments of each Party regarding the Investment are set forth in a confidential Memorandum of Understanding (“MOU”) by and among the Parties; and

WHEREAS, the terms of the MOU relating to the County have been negotiated by the County’s Economic Development Director (“Director”), and County Council has been advised regarding the terms of the MOU in executive session.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

1. In the name of and on behalf of the County, the Chairman of the County Council (“Chairman”) or the Director are each individually authorized and directed to execute the MOU on behalf of the County. The Chairman or the Director are each further authorized and directed to deliver the Agreement to the State and the Company for execution. The Chairman or the Director may approve and execute modifications and amendments to the MOU, which, after consultation with counsel to the County, do not substantially modify the terms of the MOU as presented to County Council in executive session.

2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the execution and delivery of the MOU and the Investment contemplated by this Resolution and the MOU.

3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

4. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

DONE AND PASSED this 17th day of May, 2016.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman, Richland County Council

ATTEST:

Clerk, Richland County Council

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC, AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), a public body corporate and politic under the laws of the State of South Carolina, is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) create multi-county industrial parks in partnership with counties having contiguous borders with the County; and (ii) include the property of eligible companies within such multi-county industrial parks, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of ad valorem property taxes in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks (“Fee Payments”);

WHEREAS, the County is further authorized by the Act to grant credits against such Fee Payments (“Credit”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) for improved or unimproved real estate and personal property used in the operation of a commercial enterprise located within such multi county industrial park in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, the County and Fairfield County, South Carolina have previously developed a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (“Park Agreement”);

WHEREAS, if plans proceed as expected, Haven Campus Communities - Columbia, LLC, a limited liability company organized and existing under the laws of _____ (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

WHEREAS, the Facility is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, at the Company’s request, the County has offered as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Facility, a Credit against the Company’s Fee Payments with respect to the Facility, the terms and conditions of which are more particularly described in the Credit Agreement between the County and the Company, the form of which is attached as Exhibit B; and

WHEREAS, to effect the Credit, the County desires to expand the boundaries of the Park and amend the Master Agreement to include the Facility in the Park.

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

Section 1. Expansion of Park Boundaries; Inclusion of Facility. There is hereby authorized an expansion of the Park boundaries to include the Facility and an amendment to the Master Agreement. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete such expansion of the Park boundaries. Pursuant to the terms of the Master Agreement and the Act, such expansion shall be complete on the adoption of (i) a companion ordinance by the Fairfield County Council and (ii) a resolution or ordinance by the City of Columbia City Council consenting to the inclusion of the of the Facility in the Park.

Section 2. Approval of Credit; Authorization to Execute Credit Agreement. There is hereby authorized a Credit against the Company's Fee Payments with respect to the Facility as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Credit as set forth in the Credit Agreement that is before this meeting are approved and all of the Credit Agreement's terms and conditions are incorporated in this Ordinance by reference as if the Credit Agreement was set out in this Ordinance in its entirety. The County Council Chair, or the Vice-Chair in the event the Chair is absent, is authorized and directed to execute the Credit Agreement, in the name of and on behalf of the County, subject to any revisions as may be approved by the Chair or the County Administrator following receipt of advice from counsel to the County and that do not materially affect the obligation and rights of the County under the Credit Agreement, and the Clerk to County Council is authorized and directed to attest the Credit Agreement.

Section 3. Further Assurances. The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

Section 4. Savings Clause. The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 5. General Repealer. Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

First Reading: _____ __, 2016
Second Reading: _____ __, 2016
Public Hearing: _____ __, 2016
Third Reading: _____ __, 2016

EXHIBIT A
Property Description

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01

EXHIBIT B
FORM OF CREDIT AGREEMENT

[See Attached]

CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

Effective as of _____, 2016

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of _____, 2016 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Haven Campus Communities – Columbia, LLC, a limited liability company organized and existing under the laws of the State of _____ and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) jointly develop a multi-county industrial park with a county having coterminous borders with the County; and (ii) in the County’s discretion, include within the boundaries of the multi-county industrial park the property of qualifying companies, which inclusion under the terms of the Act makes such property exempt from *ad valorem* property taxes, and changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes (“Fee Payments”) in an amount equivalent to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial parks;

WHEREAS, the County is further authorized by the Act, to grant a credit (“Credit”) to a company located in a multi-county industrial park against the company’s Fee Payments as a reimbursement for qualifying expenditures made by the company for the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate used in the operation of a commercial enterprise in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County and Fairfield County, South Carolina have previously established a multi-county industrial park (“Park”) and entered into the “Master Agreement Governing the I-77 Corridor Regional Industrial Park,” dated April 15, 2003 which governs the operation of the Park (as amended from time to time, “Park Agreement”);

WHEREAS, if plans proceed as expected, the Company will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A (“Site”), to establish a student-housing facility in the County (“Facility”);

WHEREAS, pursuant to the County’s Ordinance No. _____ dated _____, 2016 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. _____ dated _____, 2016, consented to the inclusion of the Site within the boundaries of the Park; and

WHEREAS, pursuant to the County Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide a Credit against the Company’s Fee Payments due with respect to the Facility to reimburse the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County makes the following representations:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;
- (c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;
- (d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;
- (e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and
- (f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company makes the following representations:

- (a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of _____, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and
- (b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

**ARTICLE II
INVESTMENT AND OPERATION OF THE FACILITY**

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, ("City Code") as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

ARTICLE III CREDIT TERMS

SECTION 3.01. Amount and Duration of Credit.

(a) If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment (which shall be the Fee Payment before the deduction of any Credit due hereunder) payable with respect to the Facility is greater than or equal to \$750,000, the County shall provide a 50% Credit against the Fee Payment due with respect to the Facility for such year, as provided herein. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$750,000 for such year, then the County shall provide a Credit against the Fee Payment with respect to the Facility for such year sufficient to reduce the Company's Net Fee Payment (as defined below) to \$400,000. If, for any year of the Credit Term (as defined below), the Company's gross Fee Payment with respect to the Facility is less than \$400,000, then this Agreement shall terminate prospectively.

(b) The Company is eligible to receive a Credit, as set forth in this Agreement, for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment with respect to the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility ("Credit Term").

(c) For each year of the Credit Term, the County shall prepare and issue the annual Fee Payment bill with respect to the Facility net of the Credit set forth in Section 3.01(a) hereof ("Net Fee Payment"). Following receipt of any such Net Fee Payment bill, the Company shall timely remit such Net Fee Payment to the County in accordance with applicable law.

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

(e) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments received from the Company. The County shall not be required to provide the Credit set forth in this Agreement except with respect to the Fee Payments received from the Company.

SECTION 3.02. Cumulative Limit on Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of the Credit received by the Company under this Agreement.

SECTION 3.03. Termination.

Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Facility pursuant to the terms of this Agreement.

**ARTICLE IV
DEFAULTS AND REMEDIES**

SECTION 4.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 60 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party, then such Party is in default under this Agreement (“Event of Default”); provided, however, that if any such failure is not, with due diligence, susceptible of cure within such 60-day period, then such defaulting Party shall have an additional period of time not to exceed 30 days from the date of such written notice by the other Party to cure such failure, unless such Parties agree in a writing signed by all Parties to an extension of such time prior to its expiration.

SECTION 4.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (a) subject to the cure provisions in Section 4.01 hereof, terminate this Agreement;
- (b) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (c) bring suit upon this Agreement;
- (d) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (e) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 4.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 4.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V MISCELLANEOUS

SECTION 5.01. Assignment. The Company may assign this Agreement in whole or in part with the prior written consent of the County, which consent will not be unreasonably withheld, conditioned, or delayed, and may be given by resolution of County Council. Notwithstanding the foregoing, any assignment of this Agreement, in whole or in part, to an affiliated entity of the Company is hereby approved without any further action of the County Council. The County's Director of Economic Development must receive notice of any assignment to an affiliated entity of the Company.

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine all the Company's books and records pertaining to the Facility. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Facility certain confidential and proprietary information, including but not limited to financial, sales or other information concerning the Company's operations ("Confidential Information") and that any disclosure of the Confidential Information would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the Company. Therefore, except as required by law, the County, and County Council, agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose the Confidential Information to any person other than in accordance with the terms of this Agreement.

SECTION 5.03. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County or the Company, as the case may be, shall bind or inure to the benefit of the successors of the County or the Company, as the case may be, from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 5.04. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision

of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The Company shall further reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

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

SECTION 5.08. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street (29204)
Post Office Box 192
Columbia, South Carolina 29202

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202

(b) if to the Company: Haven Campus Communities – Columbia, LLC
c/o _____
Attn: _____

with a copy to Nexsen Pruet, LLC
(does not constitute notice): Attn: Burnet R. Maybank, III
Tushar V. Chikhliker
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 5.09. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys' fees, related to (i) review and negotiation of this Agreement, or (ii) review and negotiation of any other documents related to the Facility, in an amount not to exceed \$5,000.

SECTION 5.10. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 5.11 Agreement to Sign Other Documents. The County agrees that it will from time to time, and at the expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 5.12. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.15. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 5.16. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be hereunto affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

IN WITNESS WHEREOF, Haven Campus Communities - Columbia, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

HAVEN CAMPUS COMMUNITIES - COLUMBIA, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
Description of Site

LEGAL DESCRIPTION: ALL that certain piece, parcel or lot of land, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, being shown as 6.33 acres, more or less, on a Parcel Plan for Haven Campus Communities dated February 28, 2016 by Davis & Floyd and being described as follows: Commencing at a #5 rebar found along the 100' right-of-way for Calhoun Street; thence turning and running along the 100' right-of-way for Calhoun Street in a southwesterly direction S69°58'33"W for a distance of 17.39 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 307.57 feet to a rebar set; said rebar set being the Point of Beginning; thence running in a southwesterly direction S70°52'43"W for a distance of 452.63 feet to a rebar set; thence turning and running in a northwesterly direction N19°07'17"W for a distance of 566.81 feet to a rebar set; thence turning and running in a northeasterly direction N70°52'43"E for a distance of 543.35 feet to a rebar set; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 23.82 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 129.19 feet; thence turning and running in a southwesterly direction S01°12'48"W for a distance of 153.48 feet to a rebar set; thence turning and extending therefrom in a curvilinear arc S08°57'15"E along the eastern property line of the subject property, for a distance of 83.32 feet; thence turning and running in a southeasterly direction S19°07'17"E for a distance of 190.57 feet to the Point of Beginning.

TAX MAP NUMBER: Portion of 11501-01-01



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

Applicant must reside in Richland County.

Name: Jack M.Mills

Home Address: 1829 Senate Street 8E Columbia 29201

Telephone: (home) 764-4463 (work) 730-1141

Office Address: Same

Email Address: jackmills1@hotmail.com

Educational Background: High School

Professional Background: Owner,Mills Communications,

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

Name of Committee in which interested: Township Auditorium

Reason for interest: I have a lot of experience at Township,was on this Board in the past
I love the Township and could add a lot with my contacts and skills.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:
I have served on this Board,was involved with the upgrade and many other things I was
able to help with and would be now as well.

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

Any other information you wish to give? experienced and qualified for this Board

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: As 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.

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: _____

Jack M. Mills
Applicant's Signature

4-21-16
Date

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

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

Applications are current for one year.

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



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

Applicant must reside in Richland County.

Name: Ray Borders Gray

Home Address: 1404 Oak Street

Telephone: (home) 803-413-2572 c (work) 803-545-3779

Office Address: 1737 Main Street

Email Address: rbgray@columbiasc.net

Educational Background: MBA & BA Mass Communication w/ Journalism emphasis

Professional Background: special Projects Administrator/Lobbyist

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

Name of Committee in which interested: Township Board

Reason for interest: Over the last 10 years, I have planned a variety of events and activities in my work. I also enjoy music, theatre, and a host of things that the Township offers.

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

I was responsible for saving the Governor's Carolighting and planning the event for several years. I also am responsible for raising money and planning the annual legislative reception, as well as a host of other special events and activities.

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

Any other information you wish to give? I am loyal, dedicated and enjoy planning events.

Recommended by Council Member(s): _____

Hours willing to commit each month: As many hours as required

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No x _____

If so, describe: _____



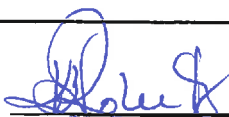
Applicant's Signature

 3/7/2016
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u> 3-7-16 </u>	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: Antjuan Orlando Seawright

Home Address: 329 Teague Park Court Columbia, SC 29209

Telephone: (home) 803.429.8170 (work) 803.771.0325 x3

Office Address: 924 Hampton Street Columbia, SC 29201

Email Address: seawrighta2@gmail.com

Educational Background: B.S. Business Administration & Marketing- Winthrop 2008 /MBA Webster University 2010

Professional Background: President/ CEO Sunrise Communications (Bio attached)

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

Name of Committee in which interested: Township Auditorium Board of Commissioners

Reason for interest: As a small businessman in Richland County I can have impact and provide a unique perspective.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
At 31 years of age I bring a sense of youthfulness to the organization.

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

Any other information you wish to give? N/A

Recommended by Council Member(s): Damon Jeter & Norman Jackson

Hours willing to commit each month: As 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.

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.

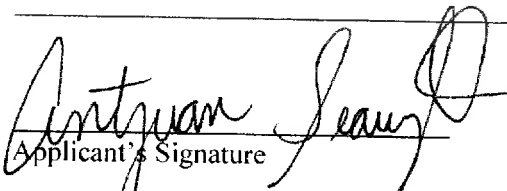
Yes No

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: _____



Applicant's Signature

April 14, 2016
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>4-14-16</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Antjuan Seawright

BACKGROUND AND EXPERIENCE

Antjuan Seawright has led many extensive grassroots and strategic efforts for political clients at Sunrise Communications, where he serves as President/CEO of the company. Sunrise Communications is South Carolina's oldest African American Public Relations, Advertising and Public Consulting firm, and was founded in 1986 by Pastor and South Carolina State Senator Darrell Jackson.

Antjuan manages clients for Sunrise including corporate, non-profit, government and sports marketing clients for the company.

In his role at Sunrise, Antjuan serves as the Political Advisor/Consultant to the South Carolina Senate Democratic Caucus. He is the first African American to serve in any capacity for the caucus in its 30-year history.

EDUCATION

Antjuan is a 2008 graduate of Winthrop University, where he received a Bachelor of Science degree in Business Administration and Marketing, and a 2010 graduate of Webster University where he received his Master's degree in Business Administration (MBA).

Seawright is also a graduate of the Governor Dick Riley Institute at Furman University (2012) and of the Congressional Black Caucus Institute for Political Education and Leadership Training in Washington, DC (2012).

IN THE COMMUNITY

Antjuan is very active in the community. Currently, he serves on the Board of Directors of the Greater Columbia Chamber of Commerce, Navigating from Good to Great Foundation, the Columbia Free Medical Clinic, the James R. Clark Memorial Sickle Cell Foundation, Sistercare, Family Connections of South Carolina, Columbia Animal Mission and The Midlands Community Development Corporation. He also serves on the Meadowfield Elementary School Improvement Council, the Home Works of South Carolina Advisory Board and a co-founder of the Talented Tenth. He previously served as a board member for Carolina School for Inquiry

(Richland School District One Public Charter School).

AWARDS AND HONORS

In 2010, Antjuan was named South Carolina TRIO Alumni of the Year. In January 2011, he was named to the State Newspaper's Top 20 Under 40 and received the Brodie Thomas Leadership Award for dedicated Community Service & Leadership. He was awarded the "Rising Star" award by the South Carolina New Democrats. In 2014, he was named to the South Carolina Black Pages inaugural Top 40 Under 40 young professionals in the State of South Carolina.

He is a monthly political columnist for Momentum Magazine and frequent business, community and political analyst for several media outlets including WIS, Fox News, WLTX, I-95 Radio Show on 95.3, The Cynthia Hardy Radio/TV Show, The State Newspaper, The Post and Courier (Charleston) and several other media outlets around the country.

Employee Performance

Grievance Procedure

This procedure is adopted in accordance with the County and Municipal Employees Grievance Procedures Act, sections 8-17-110, et seq., Code of Laws of South Carolina, 1976, as amended.

A grievance is defined as any complaint by a Regular employee that s/he has been treated unfairly, unlawfully or in violation of his/her rights under county policies, with regard to any matter pertaining to his/her employment by the County. This definition includes, but is not limited to, discharge, suspension, involuntary transfer, promotion and demotion.

Matters involving compensation are not proper subjects for consideration under the grievance procedure except as they may apply to alleged inequities within an agency or department of the County. Employee performance appraisal ratings may not be the subject of a grievance before the grievance committee.

If a Regular employee believes that he/she has not received or been credited with or has otherwise lost benefits to which he/she is entitled, he/she must present his/her grievance in accordance with this procedure, or such wages or benefits may be forfeited.

Only Regular employees may appeal his/her grievance to the Richland County Grievance Committee. Employees in their initial probationary period of County employment may appeal up to the level of Department Head and no further in the process. Department Heads may appeal up to the Assistant County Administrator responsible for their area of operations.

An employee who feels that he/she has a grievance must follow the following procedure:

Discuss the grievance with his/her immediate Supervisor. If his/her Supervisor is unable or unwilling to adjust the grievance to the satisfaction of the employee, the employee must take Step 2.

Follow the chain of command, appealing to each successive level of supervision. At each level each Supervisor will have two (2) work days to render a decision. The Supervisor has two days to review the grievance, respond to the grievance and forward to the next level of supervision in the chain of command. If a Supervisor at a particular level is unavailable to consider the grievance, it is considered denied and the employee may appeal to the next level of supervision.

If the Department Head in which the employee is employed denies the grievance, this decision is final as to any grievance brought by an employee in their initial probationary period of County employment.

Employee Performance

An employee, other than one serving an initial probationary period, may appeal to the employee grievance committee the denial of his/her grievance by the Department Head, by filing a written request for appeal with Human Resources Department. This must be done within fourteen (14) calendar days of date that the facts on which the grievance are based become known to the employee. The written request for appeal must include the purpose of the appeal and what recommendation is requested of the grievance committee.

HUMAN RESOURCES DEPARTMENT will assist the employee in preparing the appeal, if requested.

Within ten (10) days of receipt of the employee's request, the Chair of the Grievance Committee should schedule the requested hearing and notify the Grievance Committee, the employee requesting the hearing, the affected department and HUMAN RESOURCES DEPARTMENT.

The Employee Grievance Committee

The County Council will appoint a committee composed of seven (7) employees to serve for staggered terms of three (3) years, except that the members appointed initially will be appointed so that their terms will be staggered, and approximately one-third (1/3) of the terms will expire each year.

A member will continue to serve after the expiration of his term until a successor is appointed.

Any interim appointment to fill a vacancy for any cause prior to the completion of a member's term will be for the unexpired term.

Any member may be appointed for succeeding terms at the discretion of the County Council.

All members will be selected on a broadly representative basis from among County employees



Employee Performance

Members employed in the same department as the grieving employee and members who have formed an opinion on the issues prior to the hearing, will not participate in that employee's hearing.

The Council will qualify and appoint no fewer than one (1) and no more than four (4) employees to serve for a term of three (3) years as alternate members of the Employee Grievance Committee. In the event three (3) or more permanent members of the committee are disqualified or otherwise unable to participate in a grievance proceeding, such that a quorum of the committee as required by this section would otherwise be unavailable, a sufficient number of alternate members should be called to constitute a quorum so that the grievance may be heard.

Alternate members may seek appointment as interim or permanent committee members as vacancies occur, in which event the council will designate replacement for such alternate members so chosen for full membership on the committee.

The committee annually will select its own chair from among its members. The chair will serve as the presiding officer at all hearings which s/he attends, but may designate some other member to serve as presiding officer in his/her absence. The chair will have authority to schedule and to re-schedule all hearings.

A quorum consists of at least five (5) members, and no hearings may be held without a quorum.

The presiding officer will have control of the proceedings. He/She will take whatever action is necessary to ensure an equitable, orderly and expeditious hearing. Parties will abide by his/her decisions, except when a committee member objects to a decision to accept or reject evidence, in which case the majority vote of the committee will govern.

The committee has the authority to call for files, records and papers which are pertinent to the investigation and which are subject to the control of the County Council; to call for or consider affidavits of witnesses; to request and hear the testimony of witnesses; to consider the results of polygraph examinations; and to secure the service of a recording secretary at its discretion. The committee has no authority to subpoena witnesses, documents or other evidence, nor will any County employee be compelled to attend any hearing. All proceedings will be tape-recorded by the Legal Department. Witnesses, other than the grieving employee and the department representative, will be sequestered when not testifying. All witnesses will testify under oath.

All hearings will be held in executive session unless the grieving employee requests at the beginning of the hearing that it be held in open session. The official tape recording and the official minutes of all hearings will be subject to the control and disposition of County Council.

Employee Performance

Neither the grieving employee nor the department may be assisted by advisors or by attorneys during the hearing itself. The Committee may, in its discretion, request the assistance of counsel to advise the committee in dealing with any legal issues that arise in the course of considering a grievance. HUMAN RESOURCES DEPARTMENT will provide assistance in reading written materials to the committee at the request of a grieving employee.

When a grievance involves disciplinary action, the employee must receive a reasonably specific and detailed written notice of the nature of the acts or omissions that are the basis for the disciplinary action. This notice may be amended at any time twenty-four (24) hours or more before the commencement of the hearing. The department will make the first presentation.

In grievances not involving disciplinary actions, the employee must establish to the Grievance Committee that a right existed and that it was denied him/her unfairly, illegally or in violation of a County policy. The employee will make the first presentation.

In all grievances, the grieving employee and the department will each be limited to one (1) hour of initial presentation. The party required to make the first presentation will be entitled to a ten (10) minute rebuttal of the other party's presentation. The chair will appoint someone on the committee as timekeeper.

In all grievances, presentations may be oral or in writing or both and may be supported by affidavits or unsworn signed statements from witnesses, by records, other documentary evidence, photographs and other physical evidence. Presentations will be made by the grieving employee (with reading assistance from HUMAN RESOURCES DEPARTMENT, if the employee desires) and by a managerial employee of the affected department. Neither party may call witnesses or question the other party, or question any witness called by the Committee. While either party may request that the Committee ask certain questions of witnesses or address parties, the Committee is not required to do so.



Employee Performance

Except as provided below, within twenty (20) days after hearing an appeal, the Committee will make its findings and recommendation and report such findings and recommendation in writing to the County Administrator. After considering the Committee's findings and recommendations, the County Administrator will forward to the County Council both the Committee's findings and recommendations and his evaluation and recommendation. If the Council approves the findings and the recommendation of the Committee, a copy of the decision will be transmitted to the employee and to the head of the particular department involved along with notice that Council approved the decision. If, however, the Council disagrees in any respect with the findings or recommendation, the Council will make its own decision without further hearing, and that decision will be final. Copies of the Council decision will be transmitted to the employee and to the head of the particular department involved.



If the Administrator, in his/her sole discretion, believes that he/she is unable to give Council an objective recommendation and evaluation of the grievance, he/she will forward the Committee's findings and recommendations without adding his/her own evaluation and recommendation.

In grievances involving the failure to promote or transfer, or the discipline or discharge of personnel employed in or seeking assignment to departments under the direction of an elected official or an official appointed by an authority outside County government, the Committee will, within twenty (20) days after hearing an appeal, make its findings and recommendation and report such findings and recommendation to such official. If the official approves, the recommendation of the Committee will be his/her decision and a copy of the decision will be communicated by the Committee to the employee. If, however, the official rejects the decision of the Committee, the official will make his/her own decision without further hearing, and that decision will be final. A copy of the Official's decision should be communicated to the employee.

Nothing in this grievance procedure creates a property interest in employment or a contract of employment, nor does this procedure limit the authority of the County or an elected or appointed official to terminate any employee when the County or respective elected or appointed official considers such action to be necessary for the good of the County.



Norfolk Southern Corporation
Bridges and Structures
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309-3579

J. N. Carter, Jr.
Chief Engineer
Bridges and Structures

J. B. Hobbs
Engineer
Public Improvements
Phone: 404/529-1251
Fax: 404/527-2769
E-Mail:
James.Hobbs@nscorp.com

Subject: Columbia, Richland County, South Carolina
Proposed Widening of Atlas Road near Norfolk Southern Piedmont
Division Milepost 123.84

March 15, 2016
File: CX004444 JBH

Mr. Chris Gossett, PE
Deputy Director of Transportation
Richland County Government
201 Arbor Lake Drive
Columbia, SC 29223

Dear Mr. Gossett:

Attached is a copy of the County/Railroad PE Letter Agreement in the amount of \$35,000 to accommodate the preliminary engineering of the project for the County's approval. If the County finds the agreement to be acceptable please return two (2) original executed copies for execution by the Company. The Railway will return one (1) original executed copy for the County's records.

In the interim, if you have any questions, please give me a call at telephone 404/529-1251.

Sincerely,

J. B. Hobbs

Cy (by email): Mr. Jeffrey W. Brittain, PE – TGS Engineers

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the Richland County (hereinafter called "COUNTY"), and Norfolk Southern Railway Company (hereinafter called "COMPANY").

The COUNTY will submit plans and specifications to said COMPANY for work which will involve or affect COMPANY facilities at the following location:

Town, County, State: Columbia, Richland County, SC
AAR-DOT#: N/A
Street /Bridge Name: Atlas Road (M.P. 123.84 Piedmont Div.)
Description: Proposed Widening of Atlas Road from Bluff Road to Garners Ferry Road

Preliminary Engineering Cost Estimate: \$35,000

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. The COUNTY agrees to reimburse the COMPANY for actual cost of preliminary engineering necessary in connection with the project.

The COMPANY shall submit to the COUNTY fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to the COUNTY. The COUNTY shall reimburse the COMPANY in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both the COUNTY and the COMPANY.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed starting _____. The COMPANY agrees to provide preliminary engineering services at the request of COUNTY or its agent, whether written or verbal.

IN WITNESS WHEREOF, the COUNTY and the COMPANY have caused these presents to be signed by their duly authorized officers:

COUNTY
Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY
Signature: _____
Name: _____
Title: _____
Date: _____

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Richland County
Project Description:	Atlas Road Widening
Location:	Columbia, SC
SCDOT Project ID:	0
Milepost:	123.84 (Piedmont)
NS File:	CX004444 JBH
Date:	March 15, 2016

SUMMARY

ITEM A - Preliminary Engineering	13,829
ITEM B - Construction Engineering	0
ITEM C - Accounting	1,549
ITEM D - Flagging Services	0
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	20,000
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 35,378

ITEM A - Preliminary Engineering

(Review plans and special provisions,
prepare estimates, etc.)

Labor:	60 Hours @ \$60 / hour=	3,600
Labor Additives:		2,829
Travel Expenses:		0
Services by Contract Engineer:		7,400
NET TOTAL - ITEM A		\$ 13,829

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	0 Hours @ \$60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
NET TOTAL - ITEM B		\$ -

ITEM C - Administration

Agreement Construction, Review and/or Handling:		1,000
Accounting Hours (Labor):	10 Hours @ \$30 / hour=	300
Accounting Additives:		249
NET TOTAL - ITEM C		\$ 1,549

ITEM D - Flagging Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Flagging Foreman	
	0 days @ 375.00 per day=	0
	(based on working 0 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ \$100/day=	0
Rental Vehicle	0 months @ \$950/month=	0
NET TOTAL - ITEM D		\$ -

ITEM E - Communications Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Subsistence:	(see attached summary)	0
Additive:	(see attached summary)	0
NET TOTAL - ITEM E		\$ -

ITEM F - Signal & Electrical Changes

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Purchase Services:	(see attached summary)	0
Other:		<u>20,000</u>
NET TOTAL - ITEM F		\$ 20,000

ITEM G - Track Work

Material:	(see attached summary)	0
Labor:	(see attached summary)	0
Additive:	(see attached summary)	0
Purchase Services:	(see attached summary)	<u>0</u>
NET TOTAL - ITEM G		\$ -

ITEM H - T-CUBED

Lump Sum		\$ -
----------	--	-------------

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is **185.81%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is **78.59%**. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (03/15/2016). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



107 - A Mica Avenue
Morganton, North Carolina 28655
Phone 828 437 4681
Fax 828 433 9146
www.tgsengineers.com

November 25, 2015

Mr. J. N. Carter, Jr. (Attn: J. B. Hobbs)
Chief Engineer - Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street, NE
Atlanta, GA 30309

Description: Columbia, South Carolina - Proposed Widening of Atlas Road, Milepost 123.84 (Piedmont)

NSC File: CX0102122 JBH / SC-101591

Re: Preliminary Engineering Estimate

Dear Mr. Carter:

As requested by your office, we have made a review of the preliminary plans available for the above captioned project and are submitting an estimate for the Preliminary Engineering.

The charges for our engineering services will be as per our approved rates noted in our 2013-2015 Service Contract Number SC101591 and as shown in Attachment I-A (copy attached). The charges will be based on the actual hours needed to complete these services. We will not incur cost beyond our proposed budget of \$7,400.00 without prior approval and authorization by Norfolk Southern Corporation and Richland County. Billing for these services will occur on a monthly basis at the employee's classification plus any direct costs.

We appreciate the opportunity to work with Norfolk Southern Corporation on this project. Please let me know if further information is required.

Best Regards,

A handwritten signature in blue ink, appearing to read 'J. W. Brittain', is written over a light blue horizontal line.

Jeffrey W. Brittain, P.E.
Corporate Vice President

Enclosures

ATTACHMENT I

**Preliminary Engineering Cost Estimate
for the
Proposed Widening of Atlas Road, Columbia, SC
M.P.**

Activity 1: Review of Preliminary Plans			
Scope of Activity: Primarily Office Work involving: Review of Structure Layout and Plans			
Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Design Engineer	8	\$89.85	\$718.80
Administrative Assistant	2	\$64.02	\$128.04
			\$1,925.00

Activity 2: Plan Distribution, Review Agreement & Prepare Force Account Estimate			
Scope of Activity: Primarily Office Work involving: Project Handling			
Classification	Hours	Classification Rate	Labor
Principal	4	\$134.77	\$539.08
Design Engineer	8	\$89.85	\$718.80
Administrative Assistant	2	\$64.02	\$128.04
			\$1,385.92

Activity 5: Review of Final Plans			
Scope of Activity: Primarily Office Work involving: Review of Structure Layout and Plans			
Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Design Engineer	8	\$89.85	\$718.80
Administrative Assistant	2	\$64.02	\$128.04
			\$1,925.00

Activity 6: Site Visit**Scope of Activity:** Primarily Field Work involving: Field Check of Plans; Initial Visit; Project Photos

Classification	Hours	Classification Rate	Labor
Principal	8	\$134.77	\$1,078.16
Design Engineer	8	\$89.85	\$718.80
Administrative Assistant	2	\$64.02	\$128.04
			\$1,925.00

Direct Costs:

Transportation	1 trips x 330 miles = 330 @ \$0.575/mile	\$189.75
Subsistence	0 days @ \$110.00/day	\$0.00
Photo Copies	50 copies @ \$0.20/copy	\$10.00
Blue Prints	0 prints @ \$2.00/print	\$0.00
Telephone and Fax		\$30.00
Film and Photos		\$20.00
UPS and Postage		\$20.00
		\$269.75

Summary:**Totals**

Labor	\$7,160.92
Direct Costs	\$269.75
Total Preliminary Engineering Cost =	\$7,430.67
Say	\$7,400.00

Attachment I-A

Classification Billing Rates

(2013, 2014, 2015)

Principal

Hourly Rate = \$134.77

Employees:

30002	Leonard G. Fletcher
20019	Jeffrey W. Brittain

Project Manager

Hourly Rate = \$103.32

Employees:

30031	Ray D. Elliott
30084	B. Chad Houser
10061	Jimmy L. Terry

Project Engineer

Hourly Rate = \$89.85

Employees:

20070	Joshua B. White
30065	Thomas L. Fletcher
20043	Stephanie D. Higdon

Design Engineer

Hourly Rate = \$78.17

Employees:

10031	Sandra G. Melvin
10063	David B. Petty
30083	Matthew T. Cornwell
30126	Michael T. Wakeman
20072	Caleb P. Bradley

CADD Technician	
Hourly Rate = \$80.19	
Employees:	
20010	Richard T. Judy
30039	John J. Thomas

Senior Field Engineer	
Hourly Rate = \$123.99	
Employees:	
30032	Larry D. Scism

Staff Engineer	
Hourly Rate = \$62.67	
Employees:	
10062	Andrew H. Cochrane
20073	Ryan C. Schul

Senior Field Inspector	
Hourly Rate = \$88.27	
Employees:	
20020	Charles W. Eurey
20068	Ronald L. Fisher

Field Inspector	
Hourly Rate = \$61.59	
Employees:	
30128	Zachery J. Richard
30134	Samuel N. Brown
20067	Jamie L. Arnett
20011	Nathan M. Wilson
20071	Tracy C. Hamby

Survey Party Chief	
Hourly Rate = \$66.71	
Employees:	
30057	Billy G. Helms

Instrument Person	
Hourly Rate = \$57.50	
Employees:	
30098	Christopher L. Strange
30100	Charlie S. Willis

Administrative Assistant	
Hourly Rate = \$117.25	
Employees:	
10030	Debbie Biddix

Clerical	
Hourly Rate = \$64.02	
Employees:	
10029	Joanie Woodall
30101	April Kennedy

Direct Costs
(2013, 2014, 2015)

Reproduction (per copy)	
Xerox Copies	\$0.15
Blueprints	\$1.50
Bond (36"x72")	\$4.00
Per Diem	
Subsistence	@ IRS Approved Rates
Mileage	
Sedan	@ IRS Approved Rates
Carry-All	@ IRS Approved Rates
Other	
Postage/UPS	@ Actual Cost
Telephone	@ Actual Cost
Misc	@ Actual Cost

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this “**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **Richland County**, a body corporate and political subdivision of the State of **South Carolina** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Atlas Rd. At-Grade Surface Widening and Warning System Installation, Columbia, Richland County, SC located at Railroad Milepost AKA-368.43, DOT Crossing No. 632199M** (the “**Project**”).
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties’ consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT’s work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the “**Engineering Work**”). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT’s opinion, is not relevant to CSXT’s participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the “**Plans**”), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

CSXT OP# _____

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.

3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 3.2.

 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$31,097.00**. (the “**Estimate**” as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.

 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within sixty **(60) days** following delivery of such invoice to Agency.

 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within sixty **(60) days** following delivery to Agency of the final invoice. CSXT will provide a refund of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

CSXT OP# _____

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.
7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized

CSXT OP# _____

overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street, J301
Jacksonville, Florida 32202
Attention: Director Project Management – Public Projects

If to Agency: Richland County Transportation Penny Program
201 Arbor Lake Drive
Columbia, SC 29223
Attention: **Chris Gossett, PE**

Project Records. CSXT and their subcontractors shall retain all records dealing with this Project for three (3) years after completion and acceptance of the Project and if required by the Agency, all such records will be made available to the Agency or Agency representative for review and/or audit upon request.

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. **Waiver.** If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. **Assignment.** CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. **Applicable Law.** This Agreement shall be governed by the laws of the State of **South Carolina**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in **Richland County, South Carolina**, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in **Richland County, South Carolina**.

CSXT OP# _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Richland County, South Carolina

Witness

By: _____
Name: _____
Title: _____

By: _____

CSX TRANSPORTATION, INC.

Witness

By: _____

By: _____

CSXT OP# _____

CSXT Schedule PA
(Advance Payment – Preliminary Engineering Agreement)
PAYMENT SUBMISSION FORM

Payment is hereby provided in accordance with the terms of Section 3.3 of the Agreement dated _____, 20 ____, between Agency and CSXT.

1.) A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P. O. Box 116651
Atlanta, GA 30368-6651

2.) Email a copy of the payment and this form to: joseph.schofield@arcadis.com
matt.meyer@arcadis.com

(All information below to be completed by Agency providing Payment)

<u>Check Payment Being Enclosed</u>	<u>Payment Due Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
<input type="checkbox"/>	_____	_____	_____
<input type="checkbox"/>	_____	_____	_____

Date: _____

By: _____

Name: _____

Title: _____

Phone: _____

Email: _____

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER:	7/2/2016	DOT NO.: 632199M
CITY: Columbia	COUNTY: Richland	STATE: SC
DESCRIPTION: Preliminary engineering estimate in support of Atlas Rd. At-Grade Surface Widening and Warning System Installation		
DIVISION: Florence	SUB-DIV: Eastover	MILE POST: AKA-368.43
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	2,000
212 Contracted & Administrative Engineering Services (CSXT Signal Asst.)	\$	4,000
212 Contracted & Administrative Engineering Services (ARCADIS)	\$	11,200
Subtotal	\$	17,200

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services (CSXT In-Office)	\$	-
212 Contracted & Administrative Engineering Services (ARCADIS)	\$	-
Subtotal	\$	-

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)	\$	-
050 Labor (Foreman/Inspector)	\$	-
070 Additive (Transportation Department)	\$	-
050 Additive (Engineering Department)	\$	-
230 Per Diem (Engineering Department)	\$	-
230 Expenses	\$	-
Subtotal	\$	-

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ 11,070

TRACK WORK: \$ -

PROJECT SUBTOTAL \$ 28,270

900 **CONTINGENCIES:** 10.00% \$ 2,827

GRAND TOTAL ***** **\$ 31,097**

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 31,097
Railroad		\$ -
TOTAL *****		\$ 31,097

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: J. Schofield, ARCADIS	Approved by: DLS CSXT Public Project Group
DATE: <u>1/4/2016</u>	DATE: <u>1/7/2016</u>

ESTIMATE FOR PRELIMINARY ENGINEERING SERVICES



Date: **January 4, 2015**
 Location: **Columbia, Richland Co., SC**
 Milepost: **AKA-368.43**
 DOT Number: **632199M**
 Description: **Atlas Rd. At-Grade Surface Widening and Warning System Installation**

OP Number:
 GEC Number:
 RailDOCS No.:

-----PRELIMINARY ENGINEERING LABOR COST CALCULATOR-----

<u>Task</u>	<u>Sr. RR Eng.</u> <u>(\$190/ hr.)</u>	<u>Assoc. PM</u> <u>(\$145/ hr.)</u>	<u>Sr. Engineer I</u> <u>(\$108/ hr.)</u>	<u>Engineer III</u> <u>(\$92/ hr.)</u>	<u>Clerical</u> <u>(\$69/ hr.)</u>
PE Project file setup, project initiation, RailDOCS and financial setup	0.5	2	2		0.5
Generate PE Agreement and FAE with routing of Agreement		2	4		
Site Assessment with preparation, reporting, and travel from <u>Charlotte</u>		1	2	10	
Coordination with CSXT Property Services for easements and property rights		1	4		
Handoff and design coordination with CSXT signal assistant and review of signal plans			4		
PE review of preliminary plans and coordination with CSXT and sponsor		3	12		
PE review of revised preliminary plans and coordination with CSXT and sponsor		2	8		
PE review of final plans and coordination with CSXT and sponsor		1	6		
Generate construction agreement, estimate, and PE approval letter		2	4		
Routing of construction Agreement			2		
Ongoing project admin., accounting, management, and oversight (Assume 6 months of active PE)		12		6	6
Total Hours	0.5	26	48	16	6.5
Total Cost by Staff	\$95.00	\$3,770.00	\$5,184.00	\$1,472.00	\$448.50
		Subtotal ARCADIS Labor			\$10,969.50

-----SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)-----

<u>ITEM</u>	<u>Quant.</u>	<u>Unit Price</u>	<u>TOTAL</u>
Postage / Shipping			\$50.00
Transportation Expense			\$0.00
Company/Personal Vehicle Mileage from <u>Charlotte</u> office, two-way =	200.0 mi.	1 trip(s)	\$115.00
Lodging			\$0.00
Individual Travel Meals	1 meal(s)	\$15.00	\$15.00
Reproduction and other expenses			\$50.50
		Subtotal Expenses	
			\$230.50
		TOTAL ESTIMATED PROJECT FEE	
			\$11,200.00

CONTRACT ENGINEERING BREAKDOWN

ACCT. CODE : 709

CITY: Columbia

STATE: SC

DOT NO.:

632199M

COUNTY: Richland

DESCRIPTION: Estimate for preliminary engineering costs for Atlas Road - Install and replace FLS&Gs to accommodate roadway widening.

DIVISION: Florence

SUB-DIV: Eastover

MILE POST:

AKA-368.43

AGENCY PROJECT NUMBER:

CSXT ADMINISTRATIVE COSTS

TASK	PRELIMINARY ENGINEERING	COST
------	-------------------------	------

212	Contracted and Administrative Engineering Services represents Signal and Administrative Assistant time	\$4,000
-----	--	---------

TASK	CONSTRUCTION ENGINEERING/INSPECTION	COST
------	-------------------------------------	------

212	Contracted and Administrative Engineering Services represents Signal and Administrative Assistant time	\$0
-----	--	-----

CONTRACT ENGINEERING COSTS

TASK	CONTRACT ENGINEERING DESCRIPTION	COST
------	----------------------------------	------

	<u>PRELIMINARY SURVEY</u>	
1B	SITE SURVEY	\$3,480
1D	PRELIMINARY POWER MANAGEMENT	\$320
1E	PRELIMINARY UTILITY MANAGEMENT	\$320
	<u>PRELIMINARY DESIGN</u>	
2A-B	FLS&G/CFLS&G (non-sig. 1T)	\$2,950
2D-J	PEDESTRIAN GATE	\$1,000 x4 \$4,000

TOTAL PRELIMINARY CONTRACT ENGINEERING

(EXCLUDING ADMINISTRATIVE COSTS)

\$11,070

**Project: SC 48 and S-13 Drainage Improvements
Columbia, Richland County, SC; DOT No.634635F
CSXT RRMP AKA 373.21; Florence Division, Eastover Subdivision
CSXT OP# SC0284
Richland Penny Program Project No. 425
SCDOT Project ID 0041846**

DRAINAGE AGREEMENT

This **DRAINAGE AGREEMENT** (the "Agreement") made this _____ day of _____, 20____, by and between:

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "DEPARTMENT", and

CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida, hereinafter referred to as "CSXT", and

RICHLAND COUNTY, a body corporate and political subdivision of the State of South Carolina, hereinafter referred to as "COUNTY".

Recitals:

Whereas, CSXT has a spur track at approximate CSXT Railroad Milepost AKA-373.21(hereinafter "CSXT Spur Track") which is located within the DEPARTMENT's public road right-of-way for Bluff Road (S-40-13) in the City of Columbia, Richland County, South Carolina; and

Whereas, the COUNTY proposes to make drainage improvements within SCDOT's rights of way, and beneath the CSXT Spur Track at approximate CSXT Florence Division, Eastover Sub-division, and Railroad Milepost AKA-373.39 in Columbia, Richland County, South Carolina. This work shall be performed in accordance with the COUNTY's plans and specifications ("Plans") which have been reviewed by CSXT. The drainage improvements under COUNTY's Richland Penny Program Project No. 425, shall be performed, and thereafter maintained upon the terms and conditions hereinafter expressed and contained and shall be hereinafter together referred to as the "Project"; and

Whereas, in connection with the Project, CSXT will provide, or cause to be provided, inspection, flagging and other protective services as provided in this Agreement; and

Whereas, COUNTY and DEPARTMENT acknowledges that CSXT retains the paramount right to regulate all activities affecting operations and safety on the CSXT Spur Track; and

Whereas, COUNTY has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies, and their respective governing bodies and

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SCDOT Project ID 0041846**

regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project; and

It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Recitals:

The above recitals are true and correct and are incorporated herein by this reference.

2. Approval of Plans and Specifications:

2.1 The COUNTY's Plans for construction of the Project shall become part of this Agreement by reference.

2.2 Any revisions to the Plans that would affect CSXT's Spur Track shall not be carried out until CSXT gives written approval of the revisions.

3. Division of Work:

Responsibility for the work associated with the Project and subsequent maintenance shall be allocated in accordance with the "Scope of Work", which is attached to and incorporated in this Agreement as Exhibit A. Work not specifically provided for in this Agreement shall be performed as mutually agreed by the parties, and confirmed in writing, during progress of any such work.

4. Contractor Provisions:

4.1 COUNTY shall engage a third party contractor or contractors ("Contractor") to perform a portion of the work allocated to COUNTY pursuant to the "Scope of Work" (Exhibit A).

4.2 COUNTY shall require the Contractor to perform such work in accordance with the CSXT Special Provisions, a copy of which is attached hereto as Exhibit B and made a part hereof (the "CSXT Special Provisions").

4.3 Contractor shall not commence the work of the Project or perform any maintenance of the drainage improvements within fifty (50) feet of the CSXT Spur Track unless and until the Contractor satisfies the following conditions: (1) Contractor shall have executed and delivered to CSXT the Contractor's Agreement, a copy of which is

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attached to this Agreement as Schedule I; (2) Contractor has provided CSXT with proof of insurance required by the Contractor's Agreement satisfactory to CSXT; and (3) Contractor has otherwise complied with the notice requirements of Section IV of the CSXT Special Provisions.

5. Work by COUNTY or DEPARTMENT:

5.1 In the event that COUNTY or DEPARTMENT performs any work associated with the Project, with its own employees or agents other than the Contractor, COUNTY or DEPARTMENT shall perform such work in accordance with and abide by the CSXT Special Provisions, except that CSXT acknowledges that COUNTY or DEPARTMENT's liability for damages of any kind arising from its own tortious activity is limited by the S. C. Tort Claims Act (S. C. Code Section 15-78-10, et seq.) and the COUNTY or DEPARTMENT's general liability insurance covers liability only within the limits of the S. C. Tort Claims Act and nothing in this Agreement or the Special Provisions shall be construed to expand COUNTY or DEPARTMENT's liability for its actions performed on the CSXT right of way beyond the limits of the S. C. Tort Claims Act.

5.2 All of COUNTY's or DEPARTMENT's work shall be undertaken at time(s) satisfactory to CSXT, and so as to eliminate or minimize any impact on or interference with the safe use and operation of the right-of-way and rail facilities.

6. Costs:

6.1 The Project construction shall be at the sole cost and expense of COUNTY, and no cost to CSXT.

6.2 COUNTY shall reimburse CSXT for the costs (hereinafter "Reimbursable Costs") of all work allocated to CSXT in the "Scope of Work" (Exhibit "A") and actually performed by or on behalf of CSXT, including work performed prior to the execution and delivery of this Agreement within sixty (60) days of receipt of invoice from CSXT. In addition, all other reasonable costs necessary for the performance of the Project shall be paid by COUNTY within sixty (60) days of receipt of invoice from CSXT.

6.3 COUNTY acknowledges that it has available all funds necessary to reimburse CSXT for Reimbursable Costs. COUNTY further agrees that it shall endeavor to obtain additional funds necessary to pay additional costs for the performance of Project.

7. Insurance:

7.1 COUNTY shall require its Contractor to purchase and maintain insurance as set forth in the Special Provisions. In the event that COUNTY performs work associated with the Project or subsequent maintenance, COUNTY shall purchase and maintain such insurance as provided by Section 5 of this Agreement.

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7.2 A resident agent of the State of South Carolina in accordance with applicable State of South Carolina law shall countersign the insurance required by this Section to be provided by COUNTY'S Contractor. Policies for such insurance shall be submitted to and approved by CSXT in accordance with the CSXT Special Provisions before the commencement of any work on or within fifty (50) feet of CSXT's Spur Track.

8. Ownership; Repairs; Maintenance:

8.1 Upon completion of the Project, and acceptance by the DEPARTMENT, DEPARTMENT shall maintain, repair, and renew, at its sole cost and expense, all permanent improvements constructed by the COUNTY for the DEPARTMENT under the Project.

8.2 If DEPARTMENT or COUNTY undertakes to revise, renew, relocate or remove any part or whole of the drainage improvements which are a part of the Project (including diameter or radius of pipe or change in materials transmitted in and through the pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to CSXT for review and approval before such change. After approval, the terms and conditions of this Agreement shall apply.

9. Termination of Agreement; Breach; Remedies:

9.1 If COUNTY and/or DEPARTMENT determine it is necessary to either cancel the Project for any reason or remove the drainage improvements, COUNTY and/or DEPARTMENT may terminate this Agreement by delivery of written notice to CSXT. CSXT may terminate this Agreement for cause upon thirty (30) days after written notice to COUNTY and DEPARTMENT.

9.2 If COUNTY and/or DEPARTMENT shall fail to comply with any provision of this Agreement and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to COUNTY and/or DEPARTMENT; provided, however, that if such default is not capable of being cured within thirty (30) days, then so long as COUNTY and/or DEPARTMENT have diligently initiated and pursued such cure of the default, COUNTY and/or DEPARTMENT shall be given additional necessary time to cure the default, with the understanding that DEPARTMENT shall have final authority over COUNTY to resolve such default.

9.3 COUNTY acknowledges and agrees that in the event of termination of this Agreement or any actual or purported delay of failure of CSXT to perform services pursuant to this Agreement, neither COUNTY nor its Contractor shall assert any claim against CSXT for damages of any kind, and the termination of this Agreement shall constitute COUNTY and DEPARTMENT'S's sole remedy.

10. Assignment:

The rights herein conferred are for the privileges of COUNTY and DEPARTMENT only and COUNTY and DEPARTMENT shall obtain CSXT prior written consent to any assignment of COUNTY or DEPARTMENT's interest herein.

11. Complete Understanding:

The parties agree that this Agreement embodies the complete understanding of the parties with respect to this Project and supersedes all other agreements, verbal or otherwise.

12. Amendment:

This Agreement may be amended only by a written instrument signed by the parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party's obligations under this Agreement, such failure shall not be construed as a permanent waiver of any rights or obligations as stated in this Agreement.

13. Severability:

The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of South Carolina or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable, to the extent the parties might otherwise perform their obligations, without materially undermining the overall interest and purpose of this Agreement.

14. Notices

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation Public Projects
351 Thornton Road, Suite 125
Lithia Springs, Georgia 30122
Attn: Douglas L. Spitznagel

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If to COUNTY: Richland County
2020 Hampton Street
Columbia, SC 29204
Attention: Rob Perry, Director of Transportation

If to DEPARTMENT: South Carolina Department of Transportation
955 Park Street, Room 422
Columbia, SC 29202
Attention: Railroad Projects Office

15. Controlling Law:

This Agreement shall be construed under the laws of the State of South Carolina. The parties agree to observe and comply with all Federal, State and local laws, ordinances and regulations applicable to the Project.

[Signatures Immediately Follow]

IN WITNESS WHEREOF, COUNTY, DEPARTMENT and CSXT have caused their duly authorized representatives to execute this Agreement.

**SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION**

RICHLAND COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: Director of Preconstruction

Title: _____

WITNESS TO SOUTH CAROLINA:

WITNESS TO RICHLAND COUNTY:

WITNESS TO CSX TRANSPORTATION:

CSX TRANSPORTATION, INC.

Name: _____

By: _____

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**EXHIBIT A
ALLOCATION OF WORK**

Subject to Section 3, work to be performed in connection with the Project is allocated as follows:

- A. County shall let by contract to its Contractors:
 - 1. Furnishing plans and specifications for CSXT's approval
 - 2. All other work for the project as shown on the plans, except work allocated to CSXT below

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services were performed under a Preliminary Engineering Agreement executed between CSXT and Department on September 4, 2013. If additional preliminary engineering is deemed necessary, CSXT shall provide an estimated cost to County for approval.
 - 2. Flagging services and other protective services as may be necessary
 - 3. Construction engineering and inspection to protect the interests of CSXT
 - 4. Accounting and administrative services related to the foregoing

- C. DEPARTMENT shall maintain the drainage improvements under CSXT's track at railroad milepost AKA 373.21 upon completion of the Project, and acceptance by the DEPARTMENT.

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EXHIBIT B

CSXT SPECIAL PROVISIONS

EXHIBIT B

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"COUNTY" shall mean Richland County, South Carolina

"Agreement" shall mean the Agreement between CSXT, COUNTY, and DEPARTMENT.

"DEPARTMENT" shall mean the South Carolina Department of Transportation.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project and subsequent maintenance as described in the Agreement.

I. WORK TO BE PERFORMED IN ACCORDANCE WITH SPECIAL PROVISIONS, COUNTY/DEPARTMENT/CSXT AGREEMENT AND APPROVED PLANS

Contractor shall perform all work upon or adjacent to CSXT'S property in accordance with these Special Provisions, the Agreement between COUNTY, DEPARTMENT, and CSXT for this Project, and the approved Plans which are incorporated into the Agreement.

II. AUTHORITY OF CSXT ENGINEER

The authorized representative of CSXT ("CSXT Representative") shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the COUNTY or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

III. INTERFERENCE WITH CSXT OPERATIONS

- A. Contractor shall use reasonable care and diligence at all times and cooperate with CSXT officials in order to avoid accidents, damages, or delay to, or interference with, CSXT operations. Contractor shall not work on CSXT'S tracks or allow any of Contractor's equipment or material to encroach or to present a risk of encroachment, in the opinion of CSXT, within the following minimum construction clearances, without first obtaining authority from CSXT'S Chief Engineer or his authorized representative: (a) Horizontal – 25.0 feet, measured at a right angle to the centerline of the nearest track, and (b) Vertical – 23.0 feet above top of the highest rail of CSXT's track.

- B. Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Contractor from liability in connection with such Work.
 - C. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of COUNTY or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
 - D. Although the Project and related drainage improvements may not presently interfere with CSXT's railroad or facilities, in the event the operation, existence or maintenance of the drainage facilities causes interference with the operation, maintenance, or use of the rail corridor or facilities; then in either event, COUNTY or DEPARTMENT, upon receipt of written notice from CSXT, DEPARTMENT or COUNTY shall make such necessary changes in the Project and/or drainage improvements to eliminate such interference.
- IV. NOTICE OF STARTING WORK. Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten (10) business days in advance of the date Contractor proposes to begin Work on or within fifty (50) feet of CSXT property or right of way. The notice must identify the Project by reference to the CSXT OP# and Railroad Milepost and SCDOT File No. and Project No., as set forth on the first page of the Agreement. If contract flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work. (See also the provisions for additional notice regarding flagging set forth in Section XI (C) of these Special Provisions.)
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property or right-of-way or within fifty (50) feet of railroad property or which affects a CSXT railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

V. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or COUNTY, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or COUNTY, but must be approved by both CSXT and COUNTY. COUNTY or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Contractor's expense.

VI. HAUL ACROSS CSXT

- A. If Contractor desires access across CSXT property or tracks other than at an existing, open public road crossing, Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Contractor agrees to bear all costs and liabilities related to such access.
- B. If at anytime Contractor desires to establish and use a temporary at-grade crossing of CSXT'S tracks, Contractor shall obtain written authority from CSXT and, if required by CSXT, to execute CSXT'S standard form of private grade crossing agreement with respect to the crossing desired.
- C. Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this Section VI.

VII. COOPERATION AND DELAYS

- A. Contractor shall arrange a schedule with CSXT for accomplishing staged construction involving work by CSXT. In arranging its schedule, Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor.
- B. Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by CSXT traffic, work done by CSXT or other delay incident to or necessary for safe maintenance of CSXT traffic, or for any delays due to compliance with these Special Provisions.
- C. Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

- D. Contractor understands and agrees that CSXT does not assume any responsibility for work performed by others in connection the Project. Contractor further understands and agrees that it shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by COUNTY or its Contractor on account of operations by others.

VIII. STORAGE OF MATERIALS AND EQUIPMENT

Contractor shall not store its materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Contractor has received CSXT Representative's prior written permission. Contractor understands and agrees that CSXT will not be liable for any damage to such materials and equipment from any cause except the negligence, recklessness or intentional wrongdoing of CSXT, or its agents or employees. CSXT may move, or require Contractor to move, such material and equipment, at Contractor's sole expense. To minimize the possibility of damage to the CSXT tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

IX. CONSTRUCTION & MAINTENANCE PROCEDURES

A. General

1. Construction and maintenance work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction and maintenance work on CSXT property shall be in accord with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which COUNTY and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Contractor shall obtain the prior written approval of CSXT Representative's, COUNTY and DEPARTMENT for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 72 hours' advance notice to

CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

- d. Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Contractor's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Contractor's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains.
- e. COUNTY and its Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

C. Marking and Support

- 1. With respect to any subsurface installation or maintenance below CSXT's tracks and rail corridor, COUNTY or Contractor, at its sole cost and expense, shall:
 - a. support track(s) and roadbed in a manner satisfactory to CSXT;
 - b. backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and/or roadbed of CSXT; and
 - c. either remove any surplus earth or material from CSXT rail corridor or cause such surplus earth or material to be placed and distributed at location(s) and in such a manner CSXT may approve.
- 2. After construction and maintenance of the drainage facilities, COUNTY or Contractor shall:
 - a. restore any track(s), roadbed or other disturbed property; and
 - b. erect, maintain and periodically verify the accuracy of the aboveground markers, in a form approved by CSXT, indicating the location, depth and ownership of any underground facilities.

X. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Contractor's operations shall be performed at Contractor's expense.

XI. FLAGGING / INSPECTION SERVICE

- A. Contractor shall utilize CSXT flagmen, watchmen, or other protective measures that are required, in the sole opinion of CSXT, to promote safety and/or continuity of CSXT traffic. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. COUNTY shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Contractor shall give a minimum of thirty (30) days advance notice to CSXT Representative of anticipated need for flagging service. No work for which flagging service is required shall be undertaken until the flag person(s) is/are at the job site. [The estimated number and classifications of flag-persons are shown in the Estimate.] If it is necessary for CSXT to advertise a flagging job for bid, it may take up to ninety (90) days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. COUNTY shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve COUNTY or its Contractor from liability for its Work.
- E. CSXT shall render invoices for, and COUNTY shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the Work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by COUNTY using the new rates. Contractor shall perform Work that requires flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XII. UTILITY FACILITIES ON CSXT PROPERTY

Contractor shall arrange to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XIII. CLEAN-UP

Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Contractor. Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIV. FAILURE TO COMPLY

If COUNTY or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require COUNTY and/or its Contractor to vacate CSXT Property; (b) CSXT may withhold monies due COUNTY and/or Contractor; and (c) CSXT may cure such failure and the COUNTY shall reimburse CSXT for the cost of curing such failure.

XV. INSURANCE PROVISIONS

A. Insurance Policies:

Contractor shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. In the event County finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, County shall: (a) notify CSXT; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to CSXT, Railroad Protective Liability (RPL) Insurance, naming CSXT, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with

Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by CSXT prior to commencement of such construction or demolition. CSXT reserves the right to demand higher limits.

5. At Contractor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Contractor may pay CSXT, at CSXT's current rate at time of request, the cost of adding all work associated with CSXT OP#SC0284, or additional construction and/or demolition activities, to CSXT's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at CSXT's discretion and may not be available under all circumstances.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

insurancedocuments@csx.com with a copy to Mr. Randy Koonce, Arcadis at Randy.Koonce@arcadis-us.com.

2. Neither County nor Contractor may begin work on or about CSXT property until approval of the required insurance has been received from CSXT

XVI. CONTRACTOR'S AGREEMENT

Prior to commencement of Work on CSXT's property or right-of-way or within fifty (50) feet of railroad property or which affects a CSXT railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, Contractor shall execute and deliver to CSXT the Contractor's Agreement (Schedule I to the Agreement).

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CSXT SPUR RRMP AKA 373.21
Richland County Penny Program, Project No. : 425
CSXT OP No.: SC0284**

SCHEDULE I

CONTRACTOR'S AGREEMENT

This CONTRACTOR'S AGREEMENT is made as of _____, 201__, by _____ [Insert Name of Contractor] ("Contractor"), to and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property, for the purposes of performing work in connection with the above referenced project for Richland County, South Carolina.

In consideration of CSXT's consent to permit Contractor on or about CSXT's property for such purposes, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Contractor, Contractor hereby agrees as follows:

1. CSXT Special Provisions. Contractor agrees to abide by and observe the terms and conditions of the CSXT Special Provisions (which is incorporated by reference into this Agreement).
2. Insurance Requirements. Contractor shall acquire and maintain the insurance described by the Special Provisions, and shall submit proof of insurance to CSXT in accordance with the Special Provisions, satisfactory to CSXT, prior to commencement of work on or about CSXT's property.
3. Indemnification.

Contractor further specifically agrees as follows:

(a) Contractor shall indemnify, defend and save harmless CSXT and its affiliates from all suits or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property, in whole or in part, on account of the operations of Contractor or any subcontractor or sub-subcontractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials or workmanship in constructing the work; or because of any act or omission, neglect, or misconduct of Contractor or any subcontractor or sub-subcontractor; or because of any claims or amounts recovered from any infringements of patent, trademark or copyright; or for failing to pay, when and as due, all bills and other legitimate charges, including lawful claims for labor performed or materials, equipment and supplies furnished for use in and about the construction of the work under contract; or from any claims or amounts arising or recovered under the Worker's Compensation

Act, or any other law, ordinance or decree. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement.

(b) Contractor shall comply with any federal, state or local laws, statutes, codes ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Contractor shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Agreement.

(c) For the purpose of this Agreement, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

(d) Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

(e) The provisions of this Agreement shall survive the termination or expiration of the Agreement.

IN WITNESS WHEREOF, Contractor has executed and delivered this Agreement as of the date set forth below.

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

**Project: SC 48 and S-13 Drainage Improvements
Columbia, Richland County, SC; DOT No.634635F
CSXT RRMP AKA 373.21; Florence Division, Eastover Subdivision
CSXT OP# SC0284
Richland Penny Program Project No. 425
SCDOT Project ID 0041846**

EXHIBIT C

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

- Revised Sheets D6, D6A, X23, and X24 received on January 22, 2016 and SCDOT Proposed Plans for Richland County File No. 40.041846 (43 sheets) plotted January 22, 2014.

**Project: SC 48 and S-13 Drainage Improvements
Columbia, Richland County, SC; DOT No.634635F
CSXT RRMP AKA 373.21; Florence Division, Eastover Subdivision
CSXT OP# SC0284
Richland Penny Program Project No. 425
SCDOT Project ID 0041846**

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - SC0284

ESTIMATE SUBJECT TO REVISION AFTER:	10/8/2016	DOT NO.: 634635F
CITY: Columbia	COUNTY: Richland	STATE: SC
DESCRIPTION: Estimate for construction engineering, inspection, and flagging services in support of Bluff Rd. jack and bore and paving improvements		
DIVISION: Florence	SUB-DIV: Eastover	MILE POST: AKA-373.39
AGENCY PROJECT NUMBER: File 40.041846		

PRELIMINARY ENGINEERING:

212 Contracted & Administrative Engineering Services	\$ -
Subtotal	\$ -

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services (CSXT In-House)	\$ 1,000
212 Contracted & Administrative Engineering Services (ARCADIS)	\$ 23,300
Subtotal	\$ 24,300

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$ -
050 Labor (Foreman/Inspector)	6 Days @ \$ 518.00	\$ 3,108
070 Additive (Transportation Department)		\$ -
050 Additive 163.09% (Engineering Department)		\$ 5,069
230 Per Diem (Engineering Department)	6 Days @ \$ 75.00	\$ 450
230 Expenses		\$ -
Subtotal		\$ 8,627

SIGNAL & COMMUNICATIONS WORK: (Details Attached) \$ -

TRACK WORK: (Details Attached) \$ -

PROJECT SUBTOTAL \$ 32,927

900 **CONTINGENCIES:** 10.00% \$ 3,293

GRAND TOTAL ***** \$ 36,220

DIVISION OF COST:

Agency	<u>100.00%</u>	\$ 36,220
Railroad		\$ -
TOTAL *****		\$ 36,220

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by:	J. Schofield, ARCADIS	Approved by: DLS	CSXT Public Project Group
DATE: <u>4/11/2016</u>	REVISED:	DATE: 04/12/16	

ESTIMATE FOR CONSTRUCTION SERVICES



Date: **April 11, 2016**
 Location: **Columbia, Richland Co., SC**
 Milepost: **AKA-373.39**
 DOT Number: **634635F**
 Description: **Jack and Bore 36" pipe at Bluff Rd. under CSXT**
(assume 3 month duration involving CSXT)

RailDOCS No. **DCSC2013004**
 GEC Number: **NCCSXP13.12CE**
 OP Number: **SC0284**

-----CONSTRUCTION INSPECTION LABOR COST CALCULATOR-----

Task	Assist. PM (\$145/ hr.)	Tech. Spec. I (\$128/ hr.)	Sr. Eng. I (\$108/ hr.)	Sr. Tech. (\$100/ hr.)	Clerical (\$69/ hr.)
CE&I Project File Setup, billing and financial updates, and transfer to CE&I staff	1	1		1	1
Generate and distribute Notice to Proceed and Acknowledgement letter	1	1	4		
Prepare Preconstruction Handout Package and preparation for meeting				4	
Attend Preconstruction Meeting with travel and reporting				8	
Insurance, flagging, and track protection coordination		6			
Review of contractor submissions: Shoring and jacking methodologies (2 reviews)	2	2	16		
Continuous inspection of jack and bore (3 days), reporting and travel from Charlotte		8	50	46	
Two (2) progress inspections with travel and reporting from Charlotte		2		16	
Final Inspection with travel and reporting	1	1		8	
Project Administration, Accounting, Oversight, and Closeout Activities	8				8
Total Hours	13	21	70	83	9
Total Cost by Staff	\$1,885.00	\$2,688.00	\$7,560.00	\$8,300.00	\$621.00
	Subtotal Labor				\$21,054.00

-----SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)-----

ITEM	Quant.	Unit Price	TOTAL
Postage and Shipping			\$40.00
Company/Personal Vehicle Mileage from <u>Charlotte</u> office, round trip =	208.0 mi.	5 trips	\$561.60
Company/Personal Vehicle Mileage from <u>Atlanta</u> office, round trip =	460.0 mi.	1 trips	\$248.40
Lodging	8 nights	\$125.00	\$1,000.00
Individual Travel Meals	24 meals	\$15.00	\$360.00
Reproduction and Unforeseen			\$36.00
	Subtotal Expenses		\$2,246.00
	TOTAL ESTIMATED PROJECT FEE		\$23,300.00

**Project: SC 48 and S-13 Drainage Improvements
Columbia, Richland County, SC; DOT No.634635F
CSXT RRMP AKA 373.21; Florence Division, Eastover Subdivision
CSXT OP# SC0284
Richland Penny Program Project No. 425
SCDOT Project ID 0041846**

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, COUNTY will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to COUNTY. COUNTY shall make such additional deposit within 60 days following delivery of such invoice to COUNTY.

PROJECT AGREEMENT

This Agreement (this "Agreement") entered into this ____ day of _____, 2015, by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

WITNESSETH THAT:

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout the County pursuant to a successful referendum held in the County on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is the Three Rivers Greenway Extension for which \$7,902,242 of the proceeds of the Penny Tax will be available; and

WHEREAS, the Three Rivers Greenway Extension involves a number of projects among which is the Saluda Riverwalk Project which has been divided into a Phase I and a Phase II; and

WHEREAS, the Three Rivers Greenway Saluda Riverwalk Phase I, an approximately 3.0 mile trail along the Saluda River as further described in Attachment A (the "Project"), is the subject of this Agreement; and

WHEREAS, the County proposes to construct, reconstruct, alter, or improve certain segments of the Project by utilizing certain funds derived from the Penny Tax; and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid Project in accordance with the plans prepared by a consultant and approved by the City (the "Project Plans") as illustrated in Attachment A; and within the budget (the "Project Budget") as shown on Attachment B;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The City hereby acknowledges that the Project Plans have been through the City's approval process including but not limited to zoning requirements, public input, etc. and no further action or approvals are needed. The City further acknowledges that the Project Budget is accurate and sufficient to complete the Project Plans.

2. The City hereby consents to the construction of or improvements to the aforesaid Project within its corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the City for the County to complete the Project under the Project Plans and within the Project Budget and also constitutes a waiver of any and all other requirements with regard to this construction and improvements within the City's limits. The foregoing waiver and consent shall also apply to utility companies and construction companies engaged in relocating utility lines or constructing the Project in accordance with the Project Plans and within the Project Budget.

3. Prior to the publication of the advertisement for the construction of the Project, the City shall certify that all rights-of-way necessary for the Project have been acquired. Acquisition of any additional rights-of-way not presently available shall be the responsibility of the City.

4. The City shall exempt all existing rights-of-way, a new right-of-way, and all other properties purchased in connection with the right-of-way for the Project from any general or special assessment against real property for municipal services.

5. In connection with the Project, the City shall, at its expense and without delay, relocate any City-owned utilities as necessary. Those City-owned utilities may be re-placed upon the "Project right-of-way" at such locations as may be agreed upon by the County and the City. All privately-owned utilities including, but not limited, gas pipes, manholes, cables, fiber optics, and power lines or poles located within the existing right-of-way shall be relocated at the utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy. The City will cooperate and facilitate the relocation of all utilities. The County shall not be liable for damages to property or injuries to persons as a consequence of the City or its Contractors in placing, maintaining, or removing any utility.

6. The County shall conduct the procurement process for all aspects of the Project which shall provide for a base bid and bid alternates. Decisions made by the County regarding this process will be at the sole discretion of the County.

7. The County will provide no more than \$7,902,242 toward the cost of the Project from the Penny Tax as reflected in the Project Budget (the "Maximum Contribution"). Of the Maximum Contribution, any amounts not needed to complete the Project will be available to pay the costs of other projects within the Three Rivers Greenway Extension. The County does not guarantee completion of the Project within the Project Budget. If actual construction costs as reflected in the low bid is over budget, the County will work with the City to revise the Project Plans as necessary to bring the cost within the Project Budget. Until the Project Plans have been revised such that bid for the Project is within the Project Budget, a Notice of Proceed will not be issued.

8. If, during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, the County shall not be responsible for obtaining and providing additional funding. In such case, the County will cooperate with the City in revising the Project Plans as necessary to complete the Project within the Project Budget. If the parties cannot agree on revisions to the Project Plans, the County may, in its sole discretion, approve revisions to the Project Plans as necessary to complete the Project within the Project Budget. In no event will the County provide any funds over and above the Maximum Contribution; however, the City may provide additional legally-available funds to be used as directed by the City.

9. The County may, in its sole discretion, authorize change orders that it deems necessary to complete the Project so long as such change order is within the scope of the Project and the Project Budget.

10. Upon completion of the Project, and inspection of the Project proving the new facilities are in accordance with plans and specifications, the City will accept the Project and all improvements associated therewith and shall permanently operate and maintain the Project as a public greenway within the City. The County has no obligation to operate or maintain the Project after its acceptance by the City.

11. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

12. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall

not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

13. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

14. This Agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Printed Name: W. Anthony McDonald
Title: County Administrator

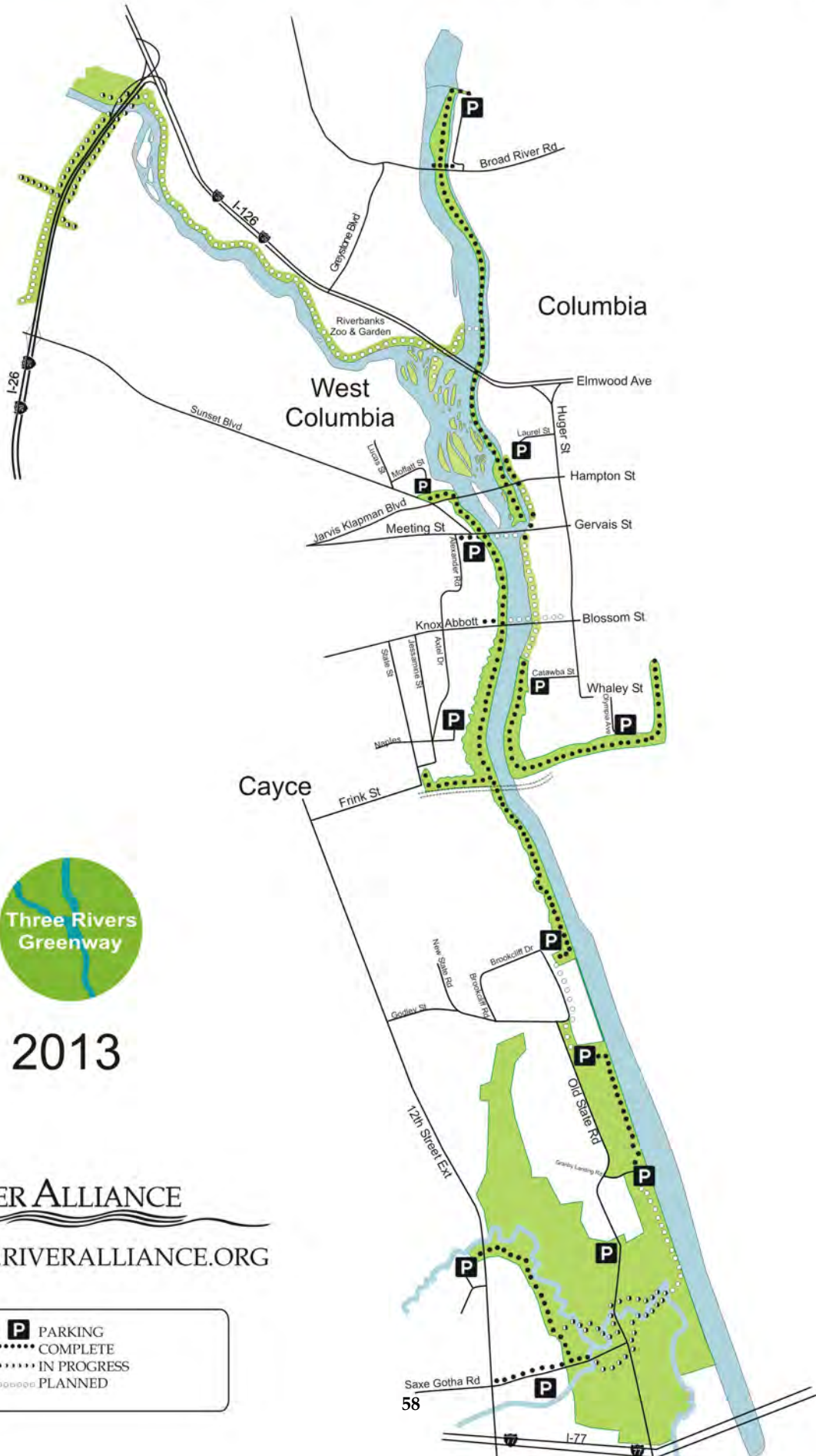
City of Columbia, South Carolina

By: _____
Printed Name: Teresa Wilson
Title: City Manager

ATTACHMENT A

**Project Plans
For
Three Rivers Greenway Saluda Riverwalk Phase 1 Project**

Three Rivers Greenway



Three Rivers Greenway

2013

THE RIVER ALLIANCE
WWW.RIVERALLIANCE.ORG

P	PARKING
●●●●●	COMPLETE
- - - - -	IN PROGRESS
○ ○ ○ ○ ○	PLANNED

ATTACHMENT B

Project Budget

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 Maingate 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 Marion St			\$94,536
Intersection	Rosewood Dr and Pickens St			\$94,536
Intersection	Rosewood Dr and Harden St			\$94,536
Intersection	Rosewood Dr and Holly St			\$94,536
Intersection	Rosewood Dr and Ott Rd			\$94,536
Intersection	Rosewood Dr and Kilbourne Rd			\$94,536
Intersection	Rosewood Dr and Beltline Blvd			\$94,536
Intersection	Harden St and Gervais St			\$94,536
Intersection	Garners Ferry and Atlas Road (1)			\$0
Intersection	Garners Ferry Rd and Hallbrook Dr / Pineview 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	Gills Creek A			\$2,246,160
Greenways	Gills Creek B			\$2,785,897
Greenways	Smith/Rocky Branch			\$431,183
Greenways	Smith/Rocky Branch			\$1,415,316
Greenways	Smith/Rocky Branch			\$901,122
Greenways	Three Rivers Greenway Extension*			\$7,902,242
Greenways	Lincoln Tunnel Greenway			\$892,739
Greenways	Dutchman Blvd Connector			\$105,196
Greenways	Columbia Mall Greenway			\$648,456
Greenways	Polo/Windsor Lake Connector			\$385,545
Greenways	Gills Creek North Greenway			\$344,667
Greenways	Woodbury/Old Leesburg Connector			\$116,217
Sidewalk	Assembly St	Whaley St	Beltline Blvd	\$1,920,257
Sidewalk	Clemson Rd	Longtown Rd	Two Notch Rd	\$465,696
Sidewalk	Colonial Dr	Harden St	Academy St	\$1,012,704
Sidewalk	Columbiana Dr	Lexington County Line	Lake Murray Blvd	\$486,272
Sidewalk	Broad River Rd	Greystone Blvd	Broad River Bridge	\$109,367
Sidewalk	Blossom St	Williams St	Huger St	\$41,564
Sidewalk	Gervais St	450' west of Gist St	Gist St	\$8,638
Sidewalk	Alpine Rd	Two Notch Rd	Percival Rd	\$452,075
Sidewalk	Blythewood Rd	I-77	Main St	\$191,601
Sidewalk	Broad River Rd	Harbison Blvd	Bush River Rd	\$2,408,361
Sidewalk	Superior St	Whaley St	Airport Blvd	\$778,852
Sidewalk	Leesburg Rd	Garners Ferry Rd	Semmes Rd	\$475,200
Sidewalk	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	Rabbit 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	Devine St	Rosewood Dr	\$696,821
Bikeways	Senate St	Sumter St	Laurens St	\$462,572
Bikeways	Trenholm Rd	South of Dent Middle School	Decker Blvd	\$123,919
Bikeways	Two Notch Rd	Beltline Blvd	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/Devine St	Rosewood Dr	Chateau Dr	\$24,158
Bikeways	Beltline Blvd	Forest Dr	Valley Rd	\$1,101
Bikeways	Beltline Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St	\$6,636
Bikeways	Catawba St/Tryon St/Whaley St/Williams St	Church St	Blossom St	\$5,547
Bikeways	Bonham Rd/Devereaux Rd/Heathwood Cir/Kilbourne Rd/Rickenbaker Rd/Sweetbriar Rd	Blossom St	Fort Jackson Blvd	\$21,691
Bikeways	Chester St/Elmwood Ave/Wayne St	Hampton St	Park St	\$12,094
Bikeways	Clement Rd/Duke Ave/River Dr	Main St	Monticello Rd	\$30,427
Bikeways	College St/Laurens St/Oak St/Taylor St	Greene St	Elmwood Ave	\$16,331
Bikeways	Edgefield St/Park St	Calhoun St	River Dr	\$16,464
Bikeways	Gervais St/Gladden St/Hagood Ave/Page St/Senate St/Trenholm Rd/Webster St	Millwood Ave	Beltline Blvd	\$22,913
Bikeways	Heyward St/Marion St/Superior St	Whaley St	Wiley St	\$9,748
Bikeways	Sumter St	Blossom St	Wheat St	\$276,972
Bikeways	Huger St/Lady St/Park St	Gervais St (east)	Gervais St (west)	\$7,295
Bikeways	Lincoln St	Blossom St	Lady St	\$487,105
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St	\$17,872
Bikeways	Saluda Ave	Wheat St	Greene St	\$3,934
Bikeways	Wheat St	Sumter St	Assembly St	\$133,189
Bikeways	Wheat St	Harden St	King St	\$4,351
Bikeways	Blossom St	Williams St	Huger St	\$41,564
Bikeways	Gervais St	450' west of Gist St	Gist St	\$17,276
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$27,986
Bikeways	Beltline Blvd	Rosewood Dr	Devine St	\$25,547
Bikeways	Broad River Rd	Bush River Rd	Greystone Blvd	\$37,908
Bikeways	Broad River Rd	Harbison Blvd	Bush River Rd	\$321,115
Bikeways	Calhoun St	Wayne St	Harden St	\$88,292
Bikeways	Decker Blvd/Parklane Rd/Two Notch Rd	Two Notch Rd	Percival Rd	\$129,698
Bikeways	Fort Jackson Blvd	Devine St	Newell Rd	\$84,224
Bikeways	Garners Ferry Rd	Rosewood Dr	True St	\$66,826
Bikeways	Gervais St	Park St	Millwood Ave	\$91,378
Bikeways	Greene St	Assembly St	350' west of Lincoln St	\$19,388
Bikeways	Main St	Pendleton St	Whaley St	\$49,814
Bikeways	Oneil Ct	Decker Blvd	Parklane Rd	\$85,675
Bikeways	Rosewood Dr	Bluff Rd	Garners Ferry Rd	\$211,179
Bikeways	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	Columbiana 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 apartment North side of Elmwood Avenue connection to Three Rivers Greenway without having to cross Elmwood Avenue or Huger Street. West Columbia through local public agency agreement; links Gervais Street access point to Granby Park; West Columbia through local public agency agreement; Saluda River Walk project

Other: Town of Blythwood to provide input on its projects. Completed projects - Intersection Projects: Millwood and Gervais, Taylor and Main, 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.



EXECUTIVE SUMMARY

Date: 4/6/16

To: Rob Perry, PE
Director of Transportation

From: David Beaty, PE
Program Manager

RE: Pineview Road Widening Draft Concept Report and Public Meeting Summary with Recommendations

A Draft Concept Report was presented to the Richland County Transportation Ad Hoc committee on Thursday, February 25, 2016. The report detailed the proposed project limits as can be seen in Exhibit A. Included in the report were three alternate typical sections for the project. Refer to Exhibit B to view the typical sections included in the Draft Concept Report.

The Richland Penny Program held a Public Meeting for the Pineview Road Widening project on Monday, February 29, 2016 from 5:00 to 6:30 p.m. at Bluff Road Park, 148 Carswell Drive. The meeting was conducted with an informal, open house format with project displays and Richland Penny Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as select their preference for the typical section. There were 59 people in attendance for the meeting.

The project displays provided aerial plan layouts and typical sections of the proposed project and alternates. Three alternate typical sections were presented for the project. All alternates include widening Pineview Road to a three-lane section from Bluff Road to Shop Road and to a five-lane section from Shop Road to Garners Ferry Road. The proposed bicycle and pedestrian accommodations vary for the three alternates. Alternate 1 includes a bike lane along the travel lane and a sidewalk adjacent to the curb and gutter on both sides of the roadway. Alternate 2 proposed the same as Alternative 1 except that a grass buffer is proposed between the back of curb and sidewalk on both sides of the road. Alternate 3 proposed the removal of on-street bike lanes in lieu of a bi-directional shared-use path, with grass buffer, on one side of the road with a sidewalk directly behind the curb and gutter on the other side of the road.



A total of 26 comments/emails were received. Several comments included concerns regarding needed rights-of-way and this impact on adjacent properties, specifically Pine Bluff Baptist Church, businesses and residents along the corridor. Other comments included parking impacts to Pine Bluff Baptist Church, requests to widen bike lanes, concerns for pedestrian / bicycle safety and requests to remove the turning lane (median) between Bluff Rd and Shop Rd.

As mentioned above, attendees were encouraged to select an alternate for the project. A summary of the 26 comments indicating a preferred alternate is as follows: Alternate 1 – 5, Alternate 2 – 7, Alternate 3 – 12, *No Alternate Selected* – 2.

The project will again be presented to the public prior to right-of-way acquisition. This will allow the residents to view the selected alternate and discuss specific concerns with the Richland Penny Program.

Recommendations

Based on the comments and input received at the public meeting as well as consideration of safety, project impacts and continuity with other widening's in the area (ie; Atlas Road), the Alternate 1 typical section is recommended for the Pineview Road Widening project, specifically for the section between Shop Road and Garners Ferry Road. The typical section will include on-street bike lanes with curb and gutter and sidewalk on each side of the roadway. Refer to Exhibit C for the recommended typical section. Per the public input and evaluation of traffic volumes, it is recommended to only resurface the existing roadway and provide accommodations for bicycles and pedestrians between Bluff Road and Shop Road. As the project design is developed, the specific method of providing these accommodations will be studied and incorporated into the roadway plans. Minor modifications to the recommended typical section may be incorporated during the final design process to minimize impacts. Other comments such as right-of-way impacts, parking, safety and full roadway width development will be considered as the design is progressed.

PUBLIC INFORMATION MEETING

RICHLAND COUNTY

PINEVIEW ROAD WIDENING - PROJECT OVERVIEW
(FROM BLUFF ROAD TO GARNERS FERRY ROAD)

February 29, 2016

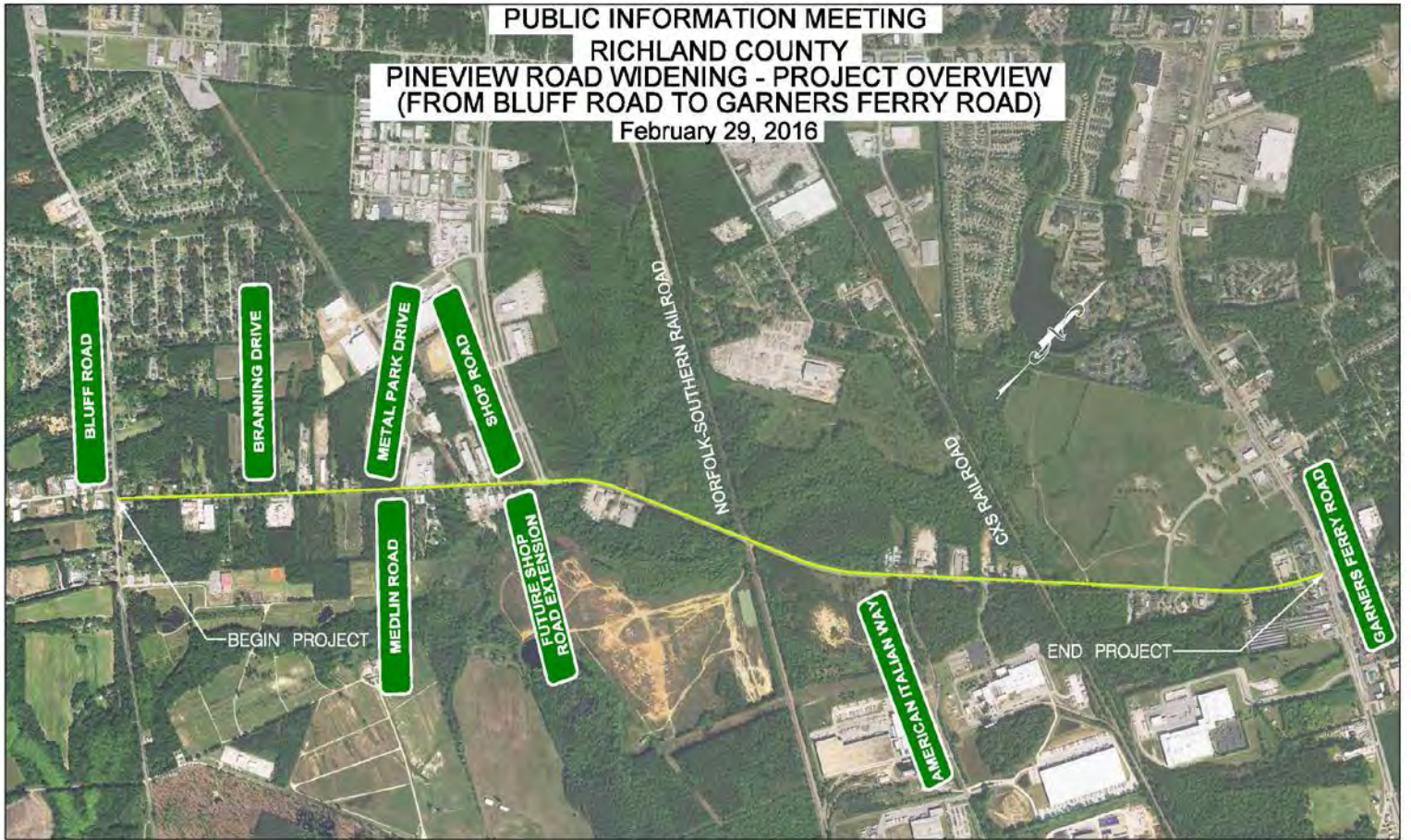


Exhibit A – Pineview Road Widening Project Limits

Legend	
SUP	Shared-Use Path
SW	Sidewalk
BL	Bike lane

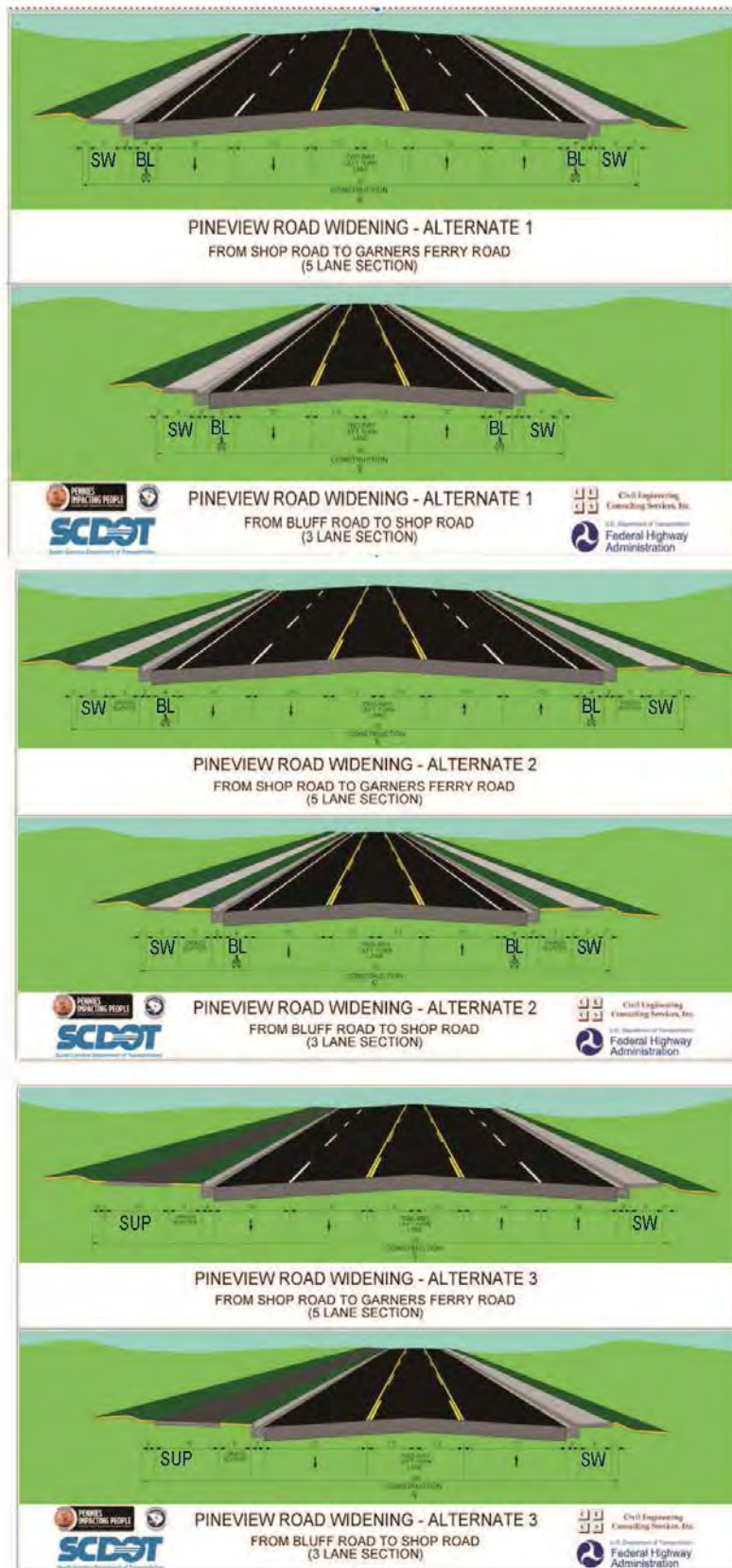


Exhibit B – Pineview Road Widening Typical Sections
(Presented in Draft Concept Report and at Public Meeting)

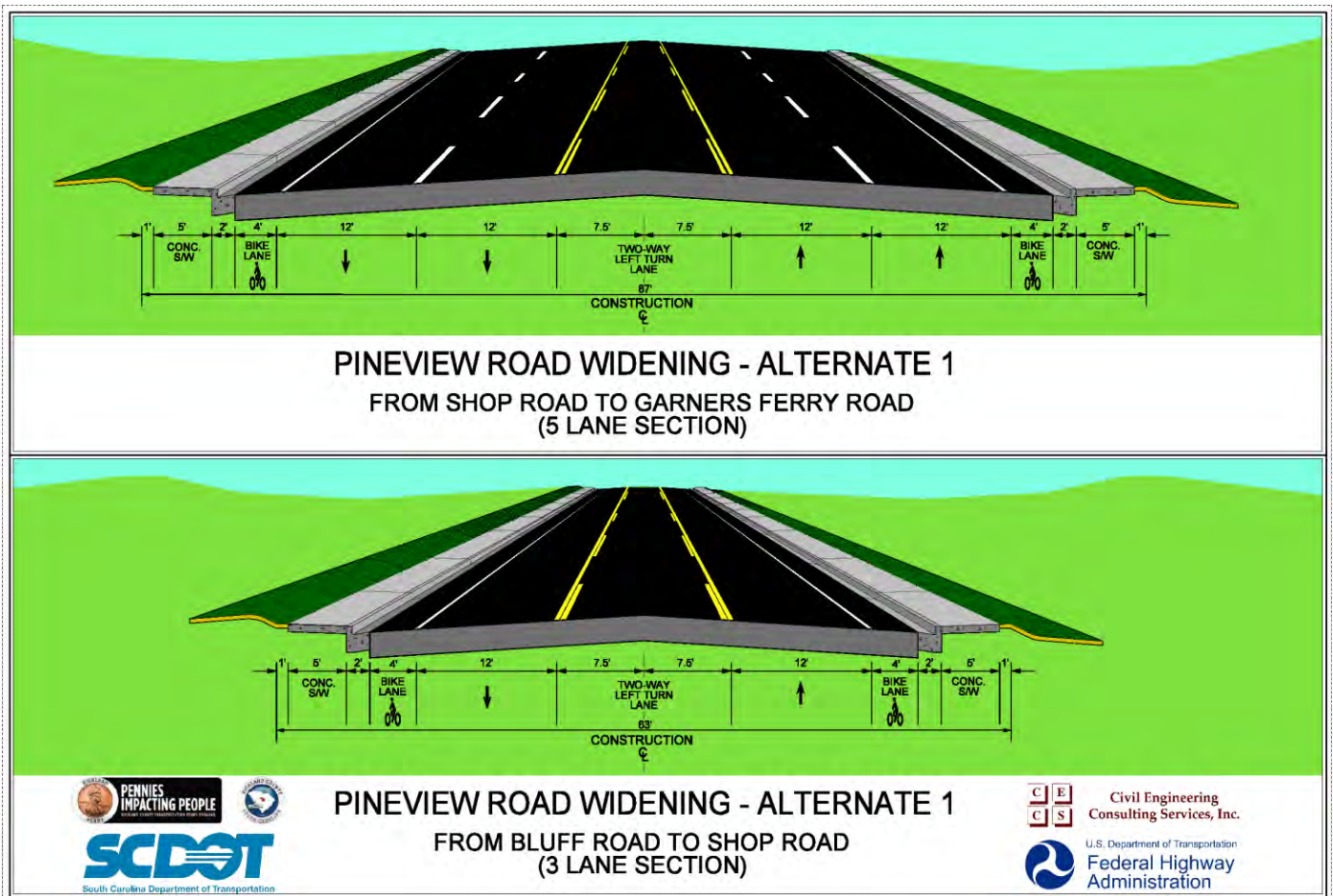
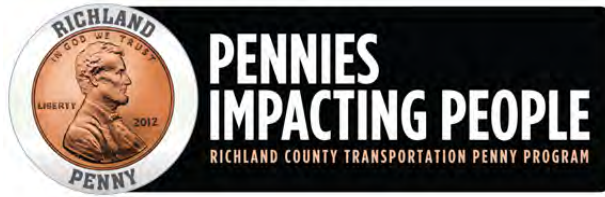


Exhibit C – Pineview Road Widening Recommended Typical Section

Note: See recommendations in executive summary above for the section between Bluff Road and Shop Road. It is proposed to resurface the existing roadway and provide bicycle and pedestrian accommodations only.



EXECUTIVE SUMMARY

Date: 4/15/16

To: Rob Perry, PE
Director of Transportation

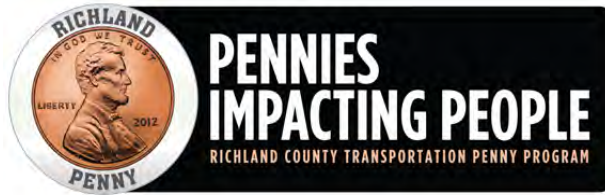
From: David Beaty, PE
Program Manager

RE: Shop Road (S-727) Widening Draft Concept Report and Public Meeting Summary with Recommendations

A Draft Concept Report was presented to the Richland County Transportation Ad Hoc committee on Thursday, February 25, 2016. The report detailed the proposed project limits as can be seen in Exhibit A. Included in the report were three alternate typical sections for the project. Refer to Exhibit B to view the typical sections (Alternates 1-3) included in the Draft Concept Report and one additional typical section (Alternate 4) presented at the public meeting. The Alternate 4 typical section was a hybrid of the sections presented in the concept report and was also representative of similar typical sections presented at other previous public meetings. This fourth, hybrid typical section is also shown in Exhibit B.

The Richland Penny Program held a Public Meeting for the Shop Road (S-727) Widening project on Thursday, March 10, 2016 from 5:00 to 7:00 p.m. at the Olympia Learning Center Gymnasium, 621 Bluff Road. The meeting was conducted with an informal, open house format with project displays and Richland Penny Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as select their preference for the typical section. There were 64 people in attendance for the meeting.

The project displays provided aerial plan layouts and typical sections of the proposed project and alternates. Four alternate typical sections were presented for the project. All alternates include widening Shop Road (S-727) to a five-lane, curb and gutter section from the intersection with George Rogers Boulevard to the intersection with South Beltline Boulevard. The proposed bicycle and pedestrian accommodations vary for the three alternates. Alternate 1 includes offset, ten (10) foot shared-use paths on both sides of the roadway. Alternate 2 proposed on-street bicycle lanes with offset, five (5) foot concrete sidewalks on each side of the roadway. Alternate 3 proposed similar improvements as Alternate 2 except that the concrete sidewalks were shown adjacent to the back of the curb and gutter; therefore no buffer was proposed between the curb and



the sidewalk. Alternate 4, the proposed hybrid typical section as described above, included the same roadway footprint as Alternate 1 while combining the bicycle and pedestrian improvements of Alternate 1 and Alternate 3 (an offset, shared-use path on one side of the roadway with concrete sidewalk behind the curb on the other side of the road).

A total of 28 comments/emails were received. Several comments included concerns regarding rights-of-way and this impact on adjacent properties, specifically residences and longstanding businesses within the communities. Other comments included lighting requests, traffic signals and concerns for pedestrian / bicycle safety.

As mentioned above, attendees were encouraged to select an alternate for the project. A summary of the 28 comments indicating a preferred alternate is as follows:

- Alternate 1 – 9,
- Alternate 2 – 3,
- Alternate 3 – 3,
- Alternate 4 – 2,
- *No Alternate Selected* – 11.

The project will again be presented to the public prior to right-of-way acquisition. This will allow the residents to view the selected alternate and discuss specific concerns with the Richland Penny Program.

Recommendations

Based on the comments and input received at the public meeting as well as consideration of safety, project impacts and continuity with other widening's in the area (ie; Bluff Road), the Alternate 1 typical section is recommended for the Shop Road (S-727) Widening project. The typical section will include offset, shared-use pathways on both sides of the roadway for pedestrian and bicycle accommodations. Refer to Exhibit C for the recommended typical section. The roadway improvements will be designed to limit and reduce the amount and degree of impacts and / or relocations to residences and businesses within the corridor.

Minor modifications to the recommended typical section may be incorporated during the final design process to minimize impacts. Other comments such as right-of-way impacts, parking, safety and full roadway width development will be considered as the design is progressed.

PUBLIC INFORMATION MEETING
Shop Road Widening - Project Overview
March 10, 2016

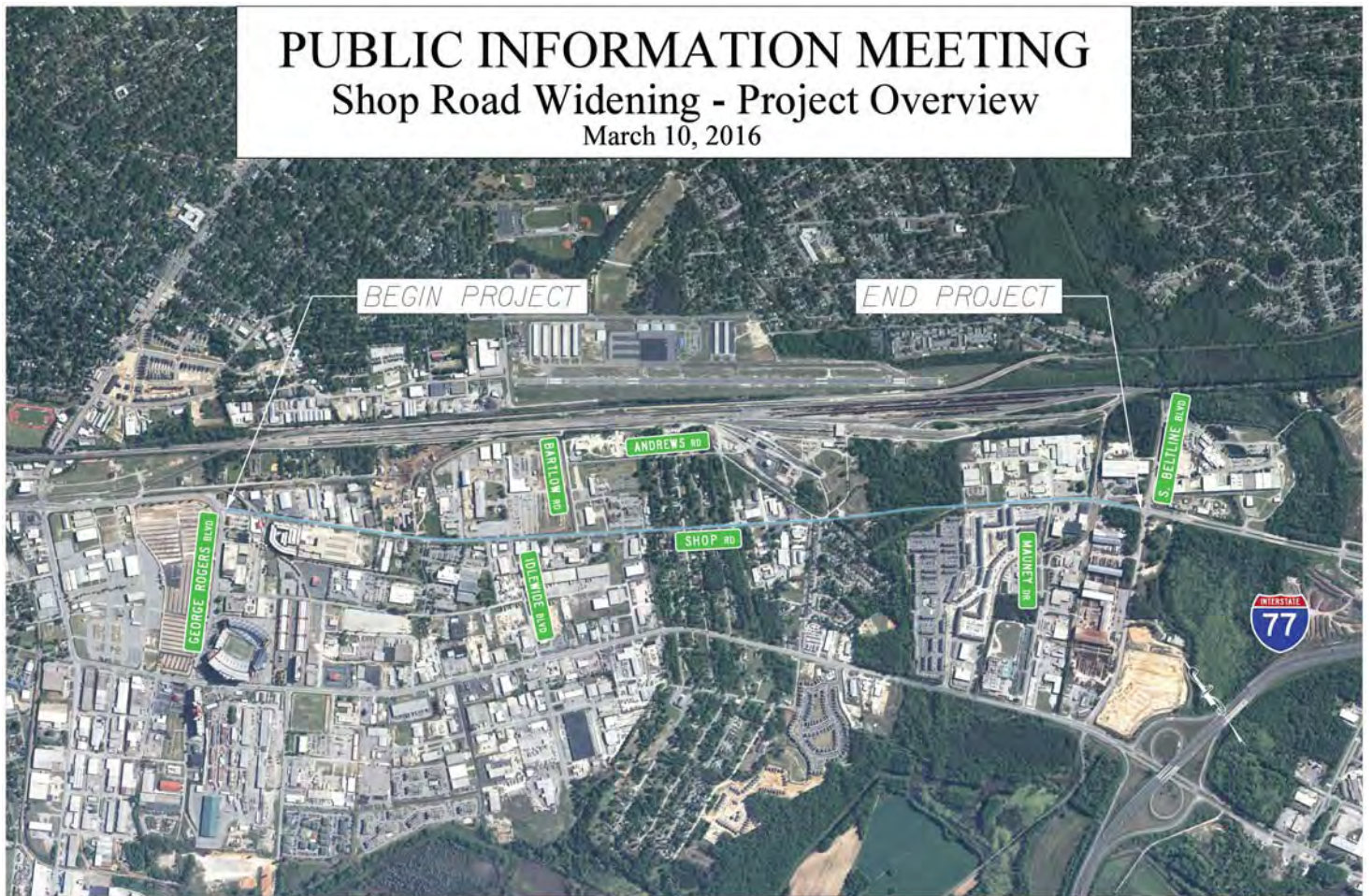
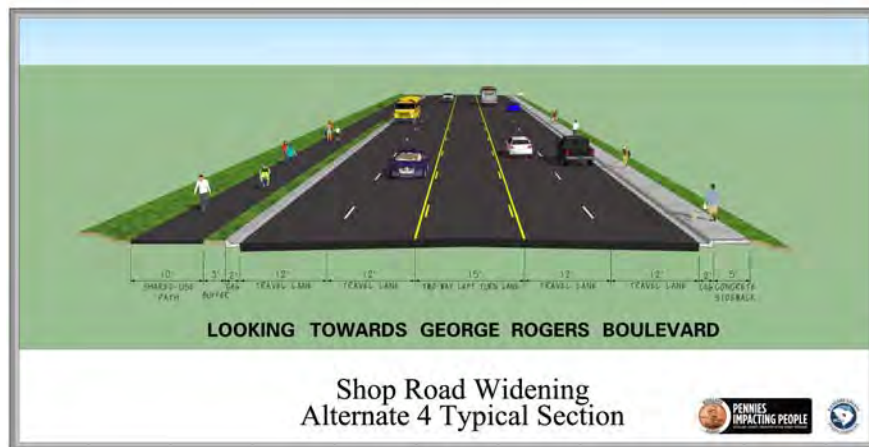


Exhibit A – Shop Road (S-727) Widening Project Limits





**Exhibit B – Shop Road (S-727) Widening Typical Sections
Alternates 1 - 4**
(Presented in Draft Concept Report and at Public Meeting)

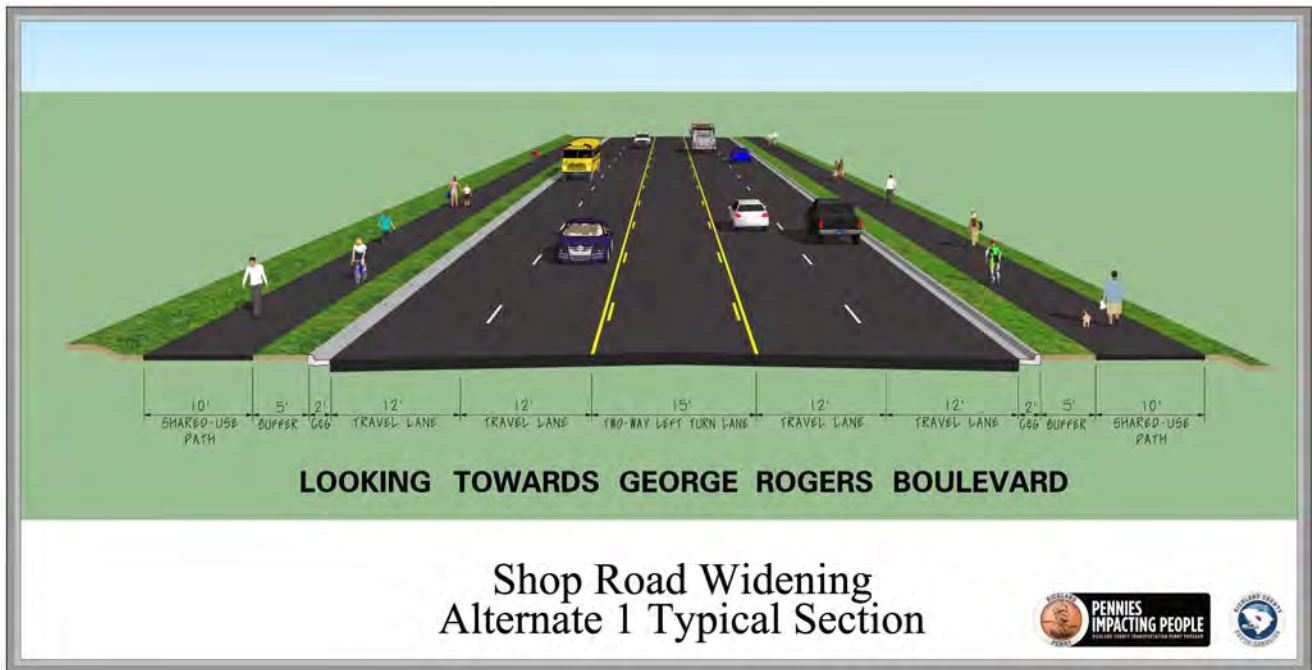


Exhibit C – Shop Road (S-727) Widening Recommended Typical Section

Richland County Government

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



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

MEMORANDUM

TO: Tony McDonald, County Administrator
Roxanne Ancheta, Assistant County Administrator
Cheryl Patrick, Director of Procurement


FROM: Rob Perry, P.E., Director of Transportation

RE: Shop Road Extension Phase I Project, Richland Penny Program, Contract modification for CDM Smith

DATE: March 29, 2016


In order to finalize construction plans for SCDOT approval for the Shop Road Extension Phase I Project funded by the Transportation Penny Program, I am recommending execution of a contract modification with CDM Smith. The base contract was approved by County Council July 31, 2012 for \$403,500. This contract modification would be for \$73,577.13, and include the scope of services enclosed.

Recommended:



Rob Perry, P.E.
Director of Transportation

Concur:



Cheryl Patrick
Procurement Director

**Exhibit A - SCOPE OF SERVICES
Professional Engineering Services
Richland County**

**Shop Road Extension
From Pineview Road to Longwood Road
March 25, 2016**

Project Description

Richland County proposes to extend Shop Road, currently an existing state road (SC 768), beginning at Pineview Road and ending eastward at Longwood Road (SC 960) a distance of approximately one mile.

The Shop Road extension will consist of a two-way, four lane divided roadway (two lanes in each direction) similar to the existing Shop Road section west of Pineview Road. This new extension will cross an existing creek and wetlands and traverse through the County's Proposed Industrial Park before terminating at Longwood Road. Ultimately this roadway will provide direct access to future developments within the property, and also may serve as a possible tie in point for the future extension of Shop Road to US 378 (Garners Ferry Road).

Notable features or issues include:

- The property contains an existing stream and wetlands that will be crossed by the new road extension. An individual permit from the Corps of Engineers is currently being prepared due to the extent of the wetlands impacts for the entire development site including the roadway extension. This permit has been coordinated with USACE and is being prepared to include the entire new roadway and associated wetland impacts to Longwood Road.
- The proposed route crosses an existing pond approximately 2000 ft. east of Pineview Road and will require the design and construction of a dam.

Project Standards

The following design standards will be utilized towards execution of this assignment:

- SCDOT Highway Design Manual, 2003 (and applicable revisions)
- SCDOT Standard Specifications for Highway Construction, 2007
- SCDOT Standard Drawings
- AASHTO - A Policy on Geometric Design of Highways & Streets, 2004 (Green Book)
- AASHTO - Guidelines for Geometric Design of Very Low Volume Roads, 2001
- Manual of Uniform Traffic Control Devices, 2009
- SCDOT Requirements for Hydraulic Design Studies, May 26, 2009
- SCDHEC NPDES General Permit for Stormwater Discharges from Construction Activities SCR100000 , January 1, 2013
- SCDHEC Storm Water Management BMP Field Manual, July 2005
- Richland County Land Development Code (Section 26-106 Floodplain Overlay District)

Scope of Services (Tasks)

CDM Smith ("CONSULTANT") will provide professional pre-construction services to Richland County ("COUNTY") for the planned road as described herein, following SCDOT and County guidelines and practices.

**Shop Road Extension
From Pineview Road to Longwood Road
March 25, 2016**

1. Floorless Culvert Support Services

a. Preparation of Floorless Culvert Design-Build Special Provision and Associated Drawing(s)

CONSULTANT will prepare a special provision for the lump sum design and construction of a floorless culvert spanning Reeder Point Branch. The culvert special provision will be incorporated into project special provisions. Anticipated services include the following:

- Coordinate with floorless culvert vendor to establish industry standards
- Incorporate SCDOT required design criteria
- Meet with COUNTY and SCDOT representatives as necessary
- Prepare plan drawing to support language and requirements of the floorless culvert special provision
- Preparation of responses to address COUNTY and SCDOT comments
- Revise plan drawing in response to COUNTY and SCDOT comments
- Prepare lump sum estimate for design and construction of the floorless culvert
- Revisions to estimate based upon review by COUNTY

2. Pond Dam and Intake Structure Design

a. Hydrologic and Hydraulic Analyses

The Consultant shall develop a hydrologic model for the dam's watershed. The Consultant shall perform hydrologic/hydraulic analyses to determine the size and elevation of the principal and emergency spillways, dam crest elevation, and required freeboard.

The results of the analyses shall be used to determine the layout of dam. The selected layout shall limit the impact on existing wetlands and shall tie into high ground at the dam crest elevation at each end of the dam.

The Consultant shall perform hydraulic analyses to select the required riprap size for the dam and downstream of the dam.

b. Geotechnical Analyses

The Consultant shall perform seepage, slope stability, and settlement analyses for the proposed dam embankment based on the results of the geotechnical investigation. The results of the analyses shall be used to develop the design cross section of the dam and the internal drainage system design. The internal drainage system shall include a chimney, blanket, and toe drain to

**Exhibit A - SCOPE OF SERVICES
Professional Engineering Services
Richland County**

**Shop Road Extension
From Pineview Road to Longwood Road
March 25, 2016**

control seepage through the dam. A concrete cradle shall be included under the outlet pipe to reduce the potential for seepage along the outside of the outlet pipe.

The Consultant shall prepare a geotechnical design report summarizing the subsurface conditions, results of the geotechnical analyses, design recommendations, and construction considerations.

c. Drawings

The Consultant shall develop design drawings for the dam, principal spillway, and emergency spillway. The drawings shall include:

- Plan of Proposed Dam and Spillways
- Typical Dam Cross Sections
- Structural Drawings for the Principal Spillway and Outlet Pipe
- Structural Drawings for the Emergency Spillway
- Civil and Structural Details

d. Specifications

The Consultant shall prepare specifications required for the dam. The specifications shall include relevant SCDOT specifications and additional specifications that may be required for the dam.

e. Quantities

The Consultant shall determine the quantities for the various components of the dam, spillways, and downstream area.

Compensation

CONSULTANT will provide the above design services to the COUNTY for this work assignment on a LUMP SUM basis broken down as follows:

DESIGN SERVICES

Floorless Culvert Support Services	\$27,350.97
Pond Dam and Intake Structure Design	\$46,226.16
TOTAL RECOMMENDED FEE:	\$73,577.13

The lump-sum fee is based on the scope of work outlined above. Any additional work that the COUNTY requests will be performed in accordance with a negotiated supplemental agreement between the CONSULTANT and the COUNTY.

EXHIBIT B - ENGINEERING FEE PROPOSAL
RICHLAND COUNTY
Shop Road Extension Phase 1B (Arch Culvert and Dam & Intake Structure Design)

PROJECT COST DISTRIBUTION SUMMARY

WORK TASKS	LABOR EFFORT	OVERHEAD COSTS	FCCM COSTS	PROFIT @ 8%	TOTAL COST
A Arch Culvert Support Services	\$9,294.10	\$16,012.80	\$19.52	\$2,024.55	\$27,350.97
B Pond Dam and Intake Structure Design	\$15,708.05	\$27,063.40	\$32.99	\$3,421.72	\$46,226.16
ESTIMATED COSTS:	\$25,002.15	\$43,076.20	\$52.51	\$5,446.27	\$73,577.13

**EXHIBIT B
MANHOUR AND ENGINEERING FEE**

LOCATION	ITEM NO.	DESCRIPTION	(2015 RATES)	RICHLAND COUNTY	Cost
I.		DIRECT PAYROLL COSTS			
		Arch Culvert Support Services			
		Principal Associate	0.0 Man-hours @ \$0.00	=	\$0.00
		Project Manager	2.5 Man-hours @ \$100.30	=	\$250.75
		Sr Structure Engineer	38.5 Man-hours @ \$75.90	=	\$2,922.15
		Structure Engineer	61.0 Man-hours @ \$50.20	=	\$3,062.20
		Sr Geotech Engineer	13.0 Man-hours @ \$74.20	=	\$964.60
		Geotechnical Engineer	8.0 Man-hours @ \$46.70	=	\$373.60
		Sr Hydrologist	20.0 Man-hours @ \$44.00	=	\$880.00
		Designer/Technician	2.0 Man-hours @ \$30.40	=	\$60.80
		Technical Typist	26.0 Man-hours @ \$30.00	=	\$780.00
		Subtotal	171.0	=	\$9,294.10
		Pond Dam and Intake Structure Design			
		Principal Associate	0.0 Man-hours @ \$0.00	=	\$0.00
		Project Manager	0.5 Man-hours @ \$100.30	=	\$50.15
		Sr Structure Engineer	75.0 Man-hours @ \$75.90	=	\$5,692.50
		Structure Engineer	22.0 Man-hours @ \$50.20	=	\$1,104.40
		Sr Geotech Engineer	19.0 Man-hours @ \$74.20	=	\$1,409.80
		Geotechnical Engineer	72.0 Man-hours @ \$46.70	=	\$3,362.40
		Sr Hydrologist	28.0 Man-hours @ \$44.00	=	\$1,232.00
		Designer/Technician	92.0 Man-hours @ \$30.40	=	\$2,796.80
		Technical Typist	2.0 Man-hours @ \$30.00	=	\$60.00
		Subtotal	310.5	=	\$15,708.05
TOTAL LABOR COST				481.5	\$25,002.15
				Overhead @ 172.29%	\$43,076.20
				FCCM @ 0.21%	\$52.50
				Profit @ 8%	\$5,446.27
				Total	\$73,577.12

TASKS & MANHOURS FOR ARCH CULVERT SUPPORT

Arch Culvert Support Services WORK TASKS	PRINCIPAL ASSOCIATE	PROJECT MANAGER	SR STRUCTURE ENGINEER	STRUCTURE ENGINEER	SR GEOTECH ENGINEER	GEOTECH ENGINEER	SENIOR HYDROLOGIST	DESIGNER TECHNICIAN	TECHNICAL TYPIST	ESTIMATED TOTAL
Additional Support to address SCDOT Comments & Concerns										0
Address SCDOT Review Comment		2.5	38.5	61	13	8	20	2	26	171
Meetings with SCDOT and Richland County										0
Preparation of responses to address SCDOT comments										0
Prepared Drawing Revisions and Miscellaneous Details										0
Prepare and Revise Special Provisions										0
Discussions with Arch Supplier regarding Seismic Design Methodology										0
Prepare Quantities for Cost Estimate										0
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ESTIMATED TOTAL	0	2.5	38.5	61	13	8	20	2	26	171

TASKS & MANHOURS FOR DAM AND INTAKE STRUCTURE DESIGN

WORK TASKS	PRINCIPAL ASSOCIATE	PROJECT MANAGER	SR STRUCTURE ENGINEER	STRUCTURE ENGINEER	SR GEOTECH ENGINEER	GEOTECH ENGINEER	SENIOR HYDROLOGIST	DESIGNER TECHNICIAN	TECHNICAL TYPIST	ESTIMATED TOTAL
<i>Pond Dam and Intake Structure Design</i>										
Pond Hydrology		0.5	75	22	19	72	28	92	2	310.5
H&H Analysis to size the primary and emergency spillways										0
Determined Pond Storage Capacity										0
Analyzed and Determined Freeboard										0
Designed the internal drainage System (Seepage control Measures)										0
Designed the Rip Rap protection										0
Prepared Quantities										0
QA/QC										0
Dam and Intake Structure Design										0
Structural Design and Details for:										0
Emergency Spillway										0
Primary Spillway, Riser & Pipe Cradle,...										0
Prepared Dam Layout										0
Performed seepage, stability and settlement analysis										0
Prepared Typical										0
Prepared Construction Drawings, notes & details										0
Prepared Quantities										0
QA/QC										0
ESTIMATED TOTAL	0	0.5	75	22	19	72	28	92	2	310.5



h) Time sensitive projects due to federal funding- North Main Street Widening Project

Discussion Point:

This project has \$10 million in federal TIGER grant funding which directs the project to be bid in June, and awarded in September of this year. In addition to the TIGER funding it includes an additional \$1.2 million in federal earmarks, \$30 million in Richland Penny funding, and \$3.8 million in City funding for water/sewer relocations. If the project is not bid and awarded the TIGER funding would be lost.

Staff recommended bidding the project on schedule with the hope that any hold on future funding would be resolved prior to the deadline for award which is September. The County could no-award the contract in September should the future quarterly disbursements of collections remain in flux.

In addition, there are several other projects that will be ready for bidding for construction in the next six months in jeopardy due to the threat of discontinuing quarterly disbursement of collections which are: Resurfacing Package H (20 miles of County roads), Bluff Road Widening Phase I, Shop Road Extension Phase I, and Hardscrabble Road Widening.

Status:

The Committee recommendation was to move forward with the staff recommendation to accept bids on North Main Widening Project, but no decision was made on the other projects listed.

i) Mill Creek Mitigation Bank: Approval & excess credit sales

Discussion Point:

On April 18th the U.S. Army Corps of Engineers (USACE) approved the Mill Creek Mitigation Banking Instrument. This bank was approved for development by Council back in late 2013, was wholly funded by the Richland Penny Program, and its purpose is to provide mitigation credits to construct Richland Penny Projects that impact wetlands and streams. As discussed during the last retreat, there are excess mitigation credits that may be sold to prospective buyers which include SCDOT for some of their major projects in the midlands.



Staff has directed prospective credit buyers to place any such request in writing to include: a project description, type of credits needed (stream / wetland), schedule for credit purchase, and the USACE permit number to corroborate the request. Staff would then ascertain what excess credits are available for sale to ensure any sales would not interfere with Richland Penny project schedules, set a price, and then bring a recommendation back to Council for credit sale on a case by case basis. Proceeds from sales would be returned to the Richland Penny Program.

Status:

The Committee recommendation was to move forward with the staff recommendation.

j) Resurfacing: Programming of available funding

Discussion Point:

Last Spring Council approved the Pavement Management Study along with a two-year resurfacing list which included 37 miles of County roads with approximately \$11.0 million in funding. In recent months staff has identified an additional \$1.4 million in CTC funding that was approved for resurfacing of County roads. Based on this additional funding, and recent projections staff believes there may be \$1.5 million in funding for unassigned resurfacing projects. Transportation staff recommends coordination with the Public Works Department to identify segments of roads in poor condition not already included in the two-year list to be resurfaced with this additional funding. In addition, the recommendation is to use this funding to resurface sections with logical termini, but in some cases not an entire road if only a section is in poor condition. If amenable staff would bring a list to full Council for ultimate approval of these projects prior to advertisement for construction bidding.

Status:

The Committee recommendation was for Transportation staff and Public Works staff to present Council with a list of road segments to resurface with this funding.



k) TPAC: Role and responsibility

Discussion Point:

On March 22nd Council held a work session to study the existing duties TPAC has, and discuss whether to make any changes to those duties. Included in this agenda are the slides from that work session.

Questions to be answered:

The Committee recommendation was to have the Administrator present Council with a position description to support TPAC.

l) Motion by Mr. Jackson

Discussion Point:

Included in the April 19th Council agenda was the following motion from Councilman Jackson: "I move that in order to promote fairness in the Penny Tax program that Richland County approve another On-Call team in an attempt to promote diversity and be true to the referendum."

Guidance:

This Committee discussed this motion, but took no action on this item.



CITY OF COLUMBIA

Columbia Police Department Memorandum Office of the Chief



To: Ms. Teresa Wilson, City Manager

Date: 03-15-16

From: William H. Holbrook, Chief of Police

Subject: Rental Housing Ordinance

Initials: *WHH*

The Code Enforcement and Housing Official office of the Columbia Police Department has been working on Rental Property Regulations for the City of Columbia for the past year. The reasons for the ordinance have been discussed at length. The last action of City Council was to have the Economic Development Committee conduct hearings into the matter. In the first hearing, there was a great deal of participation and Staff met with various stakeholders to get ideas and input. This resulting ordinance, which many have referred to as a “compromise” ordinance since it contained many provisions brought to Staff’s attention from stakeholders, was presented to the Committee February 22, 2016. An overview of the resulting ordinance is as follows:

I. *Permit Required (chose this option over business license)*

- a. Every Landlord who has properties in the City must get a permit for each unit.
- b. If they have 5 or more units, they must have a Business License and are still subject to the requirements in this ordinance however the annual permit fee is waived.
- c. Property management companies who are licensed by the State and have a valid City of Columbia business license will be able to apply for permits on behalf of the owner without a fee.
- d. Permit will be issued directly from Code Enforcement and Code Enforcement will keep track of the permits and data.
- e. The initial cost (proposed) is \$25 to get the permit.
- f. Annual renewal of \$25 for properties with no violations the preceding year.
- g. Any fines assessed the preceding year must be paid and violations remediated by time of renewal.
- h. Hefty fine for failure to get permit or failure to renew permit.
- i. Compliance Inspections are available upon request by owner annually however they must affirm that the minimum standards are met when they apply for the permit. Minimum standards shall be available to the public at all times.
- j. Must have the current contact information for the landlord or a responsible person within 45 miles of property.

II. *Violations*

- a. Established point system
- b. Points assigned for each occurrence of a violation, citation or offense
 - i. First Offense – 1 point
 - ii. Second Offense – 2 points
 - iii. Third Offense 5 points
 - iv. Serious Offense – 10 points
- c. Two Points are assigned if they are found Guilty in Quality of Life Court
- d. Fines must be paid prior to next renewal date.
- e. The accumulation of points can be stayed upon efforts under a Remediation Plan. Upon successful remediation, the points can be reserved. This applies for tenant related points as well.

III. *Revocation of Permit*

- a. If 15 or more points accumulate within 12 months, The Chief of Police or designee may begin the revocation process of either the permit or the business license.
- b. The Landlord will have the option to appeal to the existing Property Maintenance Board of Appeals.
- c. The Property Maintenance Board will make a recommendation to the City Manager who will make the ultimate decision to revoke a permit.
- d. Once revoked, the property shall be secured and cannot be rented during the time the permit is revoked.
- e. Owner can reapply for a permit after 6 months

IV. *Various housekeeping changes*

- a. This option was removed from the revised ordinance at the request of some of the stakeholders.
- b. Specifically states Federal and State Law is not contravened, including the Fair Housing Act, the South Carolina Residential Landlord, the Violence Against Women Act and any other act which provides for housing regulation.
- c. Notices of points shall be mailed to the owner or Responsible Local Representative, but we have also included the property address.

V. *Standards for the unit (must meet minimum code; however the primary checklist of items is identified specifically by code)*

- a. This section was removed from the revised ordinance at the request of some of the stakeholders. The violations are addressed in other part of existing ordinances. The current requirements for minimal code are not changing.
- b. The minimum standards will be widely published at all times and property owners, management companies and Responsible Local Representatives will affirm that the minimum standards are met on the application for the permit.

C: Mike Hemlepp, Police Advisor
 David Hatcher, Housing Official
 Erika Moore, City Clerk

ORDINANCE NO.: 2015-099

Amending the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Absentee Landlord Regulation Program

BE IT ORDAINED by the Mayor and Council this ____ day of _____, 2016, that the 1998 Code of Ordinances of the City of Columbia, South Carolina, Chapter 5, Buildings and Building Regulations, Article VIII, Absentee Landlord Regulation Program is hereby repealed in its entirety and amended to read as follows:

ARTICLE VIII. RENTAL HOUSING REGULATIONS

Sec. 5-325. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this Code, have the meanings shown in this section. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meaning such as the context implies.

Citation means a charge or formal written accusation of violation of a municipal, state or federal law, regulation or ordinance, including any violations of the International Property Maintenance Code as adopted by the City of Columbia.

Dwelling unit means a building or portion thereof, designed for occupancy for residential purposes and having individual cooking facilities and sanitary facilities for each leased space.

Landlord means any person who owns or controls a dwelling, dwelling unit, or rental unit and rents such unit, either personally or through a designated agent, to any person.

Occupant means a family as defined by the City of Columbia Zoning Ordinance or an individual unrelated by blood to a second degree of consanguinity, marriage, adoption, or guardianship to any other occupant of the dwelling unit. A family of related persons shall be counted as one occupant.

Offense means any violation of local, state, or federal statutes or ordinances which results in a forfeiture of bond, plea of guilty, no contest, acceptance into pre-trial intervention, alcohol education program or a determination of guilt by a court or a jury. For purposes of this article, all violations for which charges are made during one response by law enforcement officers which result in a forfeiture of bond, acceptance into a pre-trial intervention program, alcohol education program, conviction, or a plea of guilty or no contest collectively shall be deemed one offense.

Owner means any person, firm or corporation having a legal or equitable title in the property; or recorded in the official records of the state, county or municipality as holding title.

Owner-occupied rental unit means a rental unit that is occupied in whole or in part by an individual whose name specifically appears on the deed for the property where the rental unit is located.

Person means any natural individual, firm, partnership, association, joint stock company, joint venture, public or Private Corporation or receiver, executor, personal representative, trust, trustee, conservator or other representative appointed by order of any court.

Premises means a lot, plot or parcel of land, including the buildings or structures thereon, which also includes dwelling units and dwellings.

Professional Management Company means any company licensed by South Carolina Department of Labor, Licensing and Regulation as a real estate broker or property manager and holding the appropriate current City of Columbia Business License.

Residential rental unit means that portion of a dwelling for which payment or other consideration, including performance of general maintenance, payment of utilities or other fees, or similar in-kind services, is being made to an owner, agent, or manager for the use and occupancy of that portion as

LEGAL DEPARTMENT DRAFT

a living facility. For purposes of this article, the term "rental unit" is limited to single-household dwellings, townhouses, and multi-unit structures used for residential purposes. Whenever the words rental unit are stated in this Code, they shall be construed as though they were followed by the words "or any part thereof". Exceptions shall be the following:

- (1) Dwellings occupied for residency for over 120 days by employees of that organization which are owned by a firm, corporation, religious organization or another incorporated organization;
- (2) Dwellings occupied by individuals who are under a written contract to purchase the residence after the contract has been reviewed for validity of purchase by the city attorney and the zoning and codes administrator; or
- (3) Dwellings owned and operated by the United States of America, the State of South Carolina, or any agency thereof, including the Housing Authority of the City of Columbia, or any institution of higher learning which operates housing for its faculty, staff or students.

Responsible Local Representative means a person having his or her place of residence or business office within 45 miles of the rental property and designated by the property owner as the agent responsible for operating such property in compliance with the ordinances adopted by the city. For the purposes of this article, the term "agent" shall refer to the Responsible Local Representative.

Tenant means any individual who has the temporary use and occupation of real property owned by another person in subordination to that other person's title and with that other person's consent; for example, a person who rents or leases a dwelling, dwelling unit, or rental unit from a landlord.

Townhouses means dwelling units constructed in a series or group of attached units with property lines separating such units.

Violation means breach of law, **except, for the purposes of this section, any laws related to Chapter 25 of Title 16 of the Code of Laws of South Carolina.**

Sec. 5-326. Rental permit required.

- (a) No owner, whether a person, firm or corporation, shall operate any residential rental unit as defined in section 5-325 unless that owner holds a current rental permit issued by the City of Columbia for the residential rental unit named therein.
- (b) Before a rental permit can be granted owner or landlord shall certify that the subject property complies with the minimum code. This minimum standard shall be determined by the City and available to all citizens upon request. If an owner or Responsible Local Representative is unsure if the property meets the minimum code, inspections by City staff are available upon request.
- (c) Properties that fail to pass an inspection as outlined in this article within 30 days shall correct all defects noted on the inspection report and schedule a subsequent inspection of property.
- (d) Permits are not transferable from any owner to another.
- (e) The permitting year shall be for twelve months following the issuance of the permit.
- (f) Renewals of permits after sixty (60) days of the expiration date will be assessed a late penalty fee of five percent of the unpaid fee per month.
- (g) If the permit fee is not paid after 120 days following the expiration of the permit and the property is occupied as a rental unit, then the City of Columbia shall issue a uniform ordinance summons to the property owner for appearance in municipal court and charged with a violation of this article as provided in Section 5-337.
- (h) The property owner will be susceptible to other code enforcement action depending upon the circumstance.
- (i) Each individual property requires a separate permit.
- (j) Professional management companies in good standing are exempt from the annual permit fee.

Sec. 5-327. Application.

Applications for a permit to operate residential rental units and for renewal thereof shall be on a form provided by the City of Columbia. Such form shall set forth the owner's name, address, and telephone number, the residential rental unit address, the name of the person, firm, or corporation located within a 45-mile radius of the City of Columbia responsible for the care and maintenance of the building and additional information as outlined on the application for rental housing. Multiple permits can be requested on one application when there are multiple units owned/managed by the same person or owner.

Sec. 5-328. Issuance or refusal of rental permit.

The City of Columbia shall issue a rental permit for rental housing to the applicant upon proof of the following:

- (1) The property has either passed the rental housing inspection or the owner has submitted a certification the subject property complies with the minimum code; and,
- (2) All fees have been paid as required by section 5-339 of the rental housing ordinance.

Sec. 5-329. Property owner, responsible local representative, and occupant.

(a) A permit will not be issued or renewed to a person, firm, or corporation who does not either reside in nor have an office within a 45-mile radius of the City of Columbia, unless a Responsible Local Representative is designated. The Responsible Local Representative may be a Professional Management Company. The zoning and codes administrator shall be notified in writing if there is a change of owner or Responsible Local Representative within 14 days of the change.

(b) Property owner, the person in charge, and occupants shall be liable for occupancy violations within rental residences of their control or in which they are located.

(c) For every residential rental unit, the owner or Responsible Local Representative shall be responsible for the repair and maintenance of the common areas of the dwelling and responding to service requests and emergency needs, including entry into units where an emergency appears to exist. Such person or persons shall be situated close enough to the dwelling as to be able to service tenant and emergency calls with reasonable dispatch. The owner shall advise the tenants individually of the names, addresses, and telephone numbers of such owner and/or Responsible Local Representative.

Sec. 5-330. Violations and assignment of violations.

(a) For purposes of this section, violations shall include citations for any federal, state, or local ordinance.

(b) Violations; warnings; points. Rental units where there are citations, warnings of violation and/or adjudication of guilt, finding of guilt with adjudication withheld, waiver of right to contest the violation, or pleas of no contest (including, but not limited to, payment of fine) of the following city ordinances:

- (1) Nuisance ordinances (Chapter 8);
- (2) Animal control ordinances (Chapter 4);
- (3) Solid waste ordinances (Chapter 19)
- (4) Zoning Ordinances (Chapter 17);
- (5) International Property Maintenance Code (section 5-151)
- (6) Law Enforcement (Chapter 10); or,
- (7) Licenses, Permits and Miscellaneous Business Regulations (Chapter 11).

(c) Violations shall apply as points towards revocation of the rental permit for residential rental units as follows:

- (1) Single-household dwellings and townhouses. Violations that occur anywhere on the premises shall apply to the permitted dwelling unit.
- (2) Multi-unit structures.
 - a. Violations that occur within an individual unit shall apply to that unit.
 - b. Violations occurring outside of the units shall be assigned to the unit responsible as determined by the investigating party for the offense.
 - c. Violations committed by the property owner and/or Responsible Local Representative shall be assigned to all units.

(d) In the event a citation or violation takes place at a unit regulated by this article, such citation shall be grounds for the accumulation of points as follows:

- (1) For one or more written warnings given in any 24-hour period for violation of one or more of the ordinances listed above, points will be assessed on the landlord permit for that unit in accordance with this section:
 - a. First Offense – One point will be assessed for the first occurrence of citation, violation or offense.
 - b. Second Offense – Two points will be assessed for a second occurrence of the same citation, violation or offense within the same permit year.
 - c. Third Offense or Each Offense Thereafter – Five points will be assessed for a third occurrence and each occurrence thereafter of the same citation, violation or offense within the same permit year.
 - d. Serious Offense – Ten points will be assessed for any serious violation or offense that could result in serious bodily injury or death to occupants as determined by the Chief of Police.
- (2) After points are assessed on a landlord permit for a unit, the Police Chief or designee will send a written warning to the owner or agent. Each warning will specify which ordinance or ordinances have been violated and will state that further warnings or violations could lead to a revocation of the permit. Each warning will be sent by regular mail to the address of the owner or agent, as identified on the permit application, as well as a copy of the warning mailed to the property address of the subject property.
- (3) A fee of \$100 will be assessed per point for each point accumulated beyond five points due upon any renewal of the permit.
- (4) If a person is found not guilty, or the case against them for a violation is dismissed, then the point shall be removed from the permit as if it had not been assessed.

Sec. 5-331. Revocation of permit.

(a) Accumulation of fifteen (15) or more points on a permit for a dwelling unit within 12 months shall constitute subject the owner to proceedings to revoke the permit.

(b) Upon the accumulation of fifteen (15) or more points or failure to comply with the requirements of this article, the following procedure shall be followed:

- (1) The police chief or designee shall cause to be served written notice to show cause why the permit should not be revoked. Service shall be deemed complete if personally delivered upon the owner or agent by any officer authorized by law to serve process or a duly appointed law enforcement officer of the city police department. The person serving process shall make proof of service within the time

during which the person served must respond to the process. If service cannot be personally made within the city, then service may be made by notice posted on the property and mailed certified return receipt to the last known address of record.

- (2) The owner or agent shall have 15 days from the date of service to request a hearing to appeal the revocation of the permit. The request shall be sent to the police chief by certified mail, return receipt requested. If such request is not timely made, the revocation shall take effect on the 21st day after the date of service to show cause.
- (3) Upon request for a hearing, the police chief or designee is authorized to schedule the appeal with the Property Maintenance Board of Appeals (PMBoA) at the next regularly scheduled meeting or special called meeting by the Board.
- (4) Once the hearing is scheduled, the property should be posted to announce the hearing date to the general public.
- (5) In conducting the hearing, the PMBoA shall have the power to administer oaths, issue subpoenas, compel the production of books, paper, and other documents, and receive evidence. All parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, to submit proposed findings of facts and orders, to file exceptions to the PMBoA's recommended order, and to be represented by counsel or other qualified representative. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but it shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The lack of actual knowledge of, acquiescence to, participation in, or responsibility for, a public nuisance at common law or a noxious use of private property on the part of the owner or agent shall not be a defense by such owner or agent.
- (6) If the PMBoA finds that the accumulation of fifteen (15) or more points and the existence of a public nuisance at common law or noxious use of private property exist, then PMBoA shall prepare a recommended order.
- (7) If the PMBoA finds no public nuisance at common law or noxious use of private property exists, or that the owner has recovered possession of the dwelling unit, the PMBoA will prepare a recommended order to dismiss the revocation action and recommend which points, if any, should be rescinded from the permit based upon the actions taken by the landlord to seek compliance with the city's ordinances.
- (8) The PMBoA's recommended order shall consist of findings of fact, conclusions of law and recommended relief. The police chief or designee shall transmit the recommended order to the city manager and the owner or agent. The owner or agent shall have 15 days from the date of the hearing officer's order to submit written exceptions to the PMBoA's recommended order. The city manager shall review such order and any written exceptions by the owner and may set forth any deficiencies he/she finds with respect to the order. Said deficiencies shall be limited to determinations that the findings were not based upon competent, substantial evidence, or that the proceedings on which the findings were based did not comply with the essential requirements of law. In reviewing such recommended order, the city manager shall not have the power to receive or consider additional evidence and shall not have the power to reject or modify the findings of fact or conclusions of law contained in the recommended order. The city manager may remand the recommended order along with the delineated deficiencies back to the PMBoA for consideration of the deficiencies. The PMBoA shall address the deficiencies in an

addendum to the recommended order. The city manager shall then either: (a) adopt the recommended order and addendum, if applicable, in its entirety; or (b) adopt the findings of fact and conclusions of law in the recommended order and addendum, if applicable, and reject or modify the recommended relief. The action of the city manager shall be the final order of the city.

- (9) The city manager or designee shall provide notice of the final order within 5 days of the date of the final order.
- (10) If the permit is revoked under these procedures, the owner or agent shall have 5 days from the date of the final order to commence recovering possession of the rental unit. If the tenants do not voluntarily agree to vacate the premises, the owner or agent shall diligently pursue the process of eviction to completion. The owner or agent shall provide copies of all documents provided to the tenants or filed with the court concerning the eviction process to the city manager or designee. If the owner collects any rent from the tenants following the revocation of the permit, fails to comply with these provisions, or fails to abide with the final order of the city, the city may seek criminal relief by citing the owner for violation of section 5-326 (rental permit required), or seek other available legal or equitable relief.
- (11) In addition to the above-described procedures, the city attorney is authorized to file for injunctive relief to abate the public nuisance at common law or noxious use of private property pursuant to law.
- (12) The final order of the city is subject to certiorari review in a court of competent jurisdiction in Richland or Lexington County, South Carolina.

Sec. 5-332. Effect of revocation.

Upon the commencement of revocation, no permit shall be granted nor any lease approved and no person, firm or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental housing permit for such unit is revoked; however any residential tenants under a lease in existence at the time of the commencement of revocation shall have all of the rights afforded to them under applicable state law.

Sec. 5-333. Notification exemption.

Residential rental properties are exempt from the notification requirements, as given in the codes, when they have not obtained a valid permit for rental housing as required by this article. Properties operating without a valid rental permit shall receive one written warning and 20 working days to comply. If an owner is convicted of a violation of section 5-326 of the City of Columbia Code of Ordinances, the property shall not be eligible for a rental housing permit for a period of six months after the conviction.

Sec. 5-334. Defenses.

(a) When tenants are guilty of offenses resulting in a revocation notice, the property owner may request a suspension of revocation proceedings by providing written evidence of the initiation of eviction proceedings against the culpable tenants. If the tenants are evicted, the property owner may request termination of the revocation proceedings. If revocation has been suspended but the tenants are not evicted, revocation proceedings will be reinstated by the city. A remediation plan, as outlined in Section 5-341, which addresses any future problems with the tenants, will also have the same effect as initiating eviction proceedings.

(b) If the permit accumulates points which are solely caused by the behavior of a tenant, the Landlord or permit holder may apply for removal of those tenant-related points at the conclusion of eviction proceedings which result in the eviction of those tenants or upon proof that the tenants have vacated the property. If the City, by and through the Chief of Police, or his designee, agrees to remove the points after the Landlord or permit holder presents a valid order of eviction of those tenants, the points shall be removed as if never assessed. If the Chief of Police, or his designee, does not agree to remove those points from the permit as tenant related, then the Landlord or permit holder may apply for a review by the City Manager.

Sec. 5-335. Operating without a permit a public nuisance.

If a person operates as a landlord without a rental permit as set forth in this section, such shall constitute a public nuisance.

Sec. 5-336. Inspections and complaints.

(a) *Inspections.* By applying for a permit, the owner agrees to allow inspection of the unit for violations of this article, as well as violations of the International Property Maintenance Code at any reasonable time; however, this provision shall not be interpreted as authorizing the city to conduct an inspection of an occupied rental unit without obtaining either the consent of an occupant or a warrant.

(b) *Complaints.* Each complainant shall be requested to state his/her name and addresses and give a statement of the facts giving rise to the complainant's belief that the provisions of this article are being violated. Such information may be obtained orally or in writing. A complainant may be subpoenaed to appear in a revocation or denial proceeding to provide evidence or testimony.

Sec. 5-337. Offenses.

Any person violating any provision of this article shall be deemed guilty of a misdemeanor offense and shall be subject to the penalties outlined in Section 1-5. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for this article.

Sec. 5-338. Denial of permit.

(a) The police chief or designee may deny issuance of any permits applied for under this section if it is determined either that the owner or agent has made material misrepresentations about the condition of his/her property or status of ownership, or that the occupancy of the property is in violation of the International Property Maintenance Code or City Ordinances or that the owner has otherwise violated a provision of this article.

(b) If the police chief or designee determines there is reasonable cause to believe that there are grounds to deny a permit applied for the police chief or designee shall provide notice of the denial, including the grounds for the denial.

(c) Within 15 days of the date of the notice, the owner may request in writing to the police chief a hearing on the denial. The police chief or designee shall schedule the hearing to occur within 15 days after receiving the request for hearing and shall notify the owner at least 5 days in advance of the time and location for the hearing. The hearing may be postponed if mutually agreed upon by the police chief and the owner.

(d) The hearing shall be conducted informally and adherence to the rules of evidence normally followed by the courts shall not be required. Any person may present testimony, documents or other

evidence as deemed relevant by the city manager or designee. Any person may be represented by counsel.

(e) The police chief or designee shall consider all evidence presented, and if the preponderance of the evidence supports the allegation of violation the permit shall be denied. If the preponderance of the evidence does not support the allegation of violation, the permit shall be issued. The decision of the police chief or designee may be appealed by a writ of certiorari to a court of competent jurisdiction in Richland County or Lexington County, South Carolina.

(f) The police chief or designee may waive the denial requirement as to any permit if it is determined that the owner has attempted in good faith to comply with this article. In determining asserted good faith as required for a waiver, the police chief or designee may consider, but not be limited to, the owner response to current violations and remedy of past violations.

(g) If a permit is denied under this section, the owner whose permit was denied shall not be issued another permit on the same dwelling unit for a period of 6 months after the date of denial.

Sec. 5-339. Permit fee.

(a) The annual permit fee shall be \$25.00 for each permit, unless: (1) the applicant is a professional management company applying on behalf of an owner as a Responsible Local Party; or (2) the applicant is licensed by the City of Columbia through the Business License Office to conduct the business of being a Landlord.

(b) Upon determination that a rental property owner has failed to obtain a rental housing permit, a permit fee shall be assessed at \$400.00 for each year the unpermitted occupancy has occurred.

(c) An inspection fee of \$50.00 shall be included in the permit fee for properties that fail to pass inspection after the second inspection.

(d) All required fees shall be paid before a rental permit is issued, including any past due fees assessed for work abated by City.

Sec. 5-340. Severability.

The provisions of this article are severable, and if any section, sentence, clause, part, or provision thereof shall be held illegal, invalid, or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts, or provisions of this article. It is hereby declared that the intent of the council is that this article would have been adopted as if such illegal, invalid, or unconstitutional section, sentence, clause, part, or provision had not been included herein.

Sec. 5-341. Remediation plan.

Whenever points are assessed to a permit, the responsible party may establish a remediation plan with the City that outlines actions to be taken to remedy the violation of City Ordinances. The plan must be approved by the Police Chief or his designee and include a timeline for implementation. Once the remediation plan is approved, the points against the permit will be suspended during the term of the remediation. When the remediation is completed successfully as agreed the points assessed prior to remediation will be removed. If the permit holder fails to adhere to the remediation plan, the plan will be withdrawn by the City and the points will be re-assessed.

Sec. 5-342. Existing rights unaffected.

Nothing contained in this section is intended to affect the rights and responsibilities of property owners or tenants under the law of the United States of America or the State of South Carolina as outlined by the South Carolina Landlord Tenant Act, the Americans with Disabilities Act, the

Violence Against Women Act, the Fair Housing Act or any other provision of Federal or State law regulating housing.

Sec. 5-343. Effective date.

The provisions of this section shall become effective July 1st, 2016.

Requested by:

City Manager _____

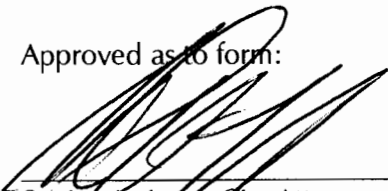
Mayor

Approved by:

City Manager

Approved as to form:

ATTEST:



Senior Assistant City Attorney

City Clerk

Public Hearing:
Introduced:
Final Reading:



UNIVERSITY OF
SOUTH CAROLINA

RECEIVED

MAR 29 2016

CITY OF COLUMBIA
MAYOR'S OFFICE

March 29, 2016

Harris Pastides
President

The Honorable Stephen Benjamin
and Columbia City Council
1737 Main Street
Columbia, SC 29217

Dear Mayor Benjamin and Members of City Council:

I am pleased to provide this letter in support of Ordinance 2015-099 to be discussed during the April City Council's working session. It is my understanding that this ordinance has been drafted in an effort to regulate rental property activities in Columbia. I believe that, should Ordinance 2015-099 move forward, the results would include improved rental conditions for University of South Carolina students while also addressing critical health and safety concerns.

While USC has not played a formal role in the creation of this ordinance, I am most appreciative that our staff members and our legislative liaison have not only been briefed but have also been given an opportunity to provide thoughtful feedback. It continues to be of the utmost importance to the university that students not be targeted or discriminated against as renters. This ordinance will ensure that student renters have a strong administrative advocate in the city of Columbia.

In addition, I believe that it is essential that our students learn what it means, and what it takes, to be a valued member of Columbia's vibrant community. Our Carolinian Creed, states that "Choosing to join the community obligates each member to a code of civilized behavior," which is true both on and off our campus.

Holding our city's landlords accountable for existing rules and regulations represents a good faith effort on behalf of the Columbia City Council to serve all of its citizens. I believe this ordinance is good for the students and good for Columbia.

Thank you,

Harris Pastides