



# **RICHLAND COUNTY COUNCIL**

## **DEVELOPMENT AND SERVICES COMMITTEE**

Julie-Ann Dixon	Bill Malinowski	Norman Jackson (Chair)	Jim Manning	Seth Rose
District 9	District 1	District 11	District 8	District 5

**JUNE 25, 2013  
5:00 PM**

**2020 Hampton Street**

### **CALL TO ORDER**

### **APPROVAL OF MINUTES**

1. Regular Session: April 23, 2013 **[PAGES 3-6]**

### **ADOPTION OF AGENDA**

### **ITEMS FOR ACTION**

2. Ordinance Amendment for Town of Irmo Roadway Maintenance **[PAGES 7-21]**
3. Community Use of County Facilities **[PAGES 22-31]**
4. Department of Public Works Purchase of Small Motor Grader for Asphalt Crew **[PAGES 32-34]**

5. Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division [PAGES 35-39]
6. Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer [PAGES 40-43]
7. Review Priority Investment Areas in Council District One [PAGES 44-47]
8. Review categorizing zoning districts that allows for more "sub-categories" in the various districts and eliminate general categories [PAGES 48-52]
9. Residential Parking Permits in Portions of Olympia and Neighboring Communities [PAGES 53-64]
10. Hold Workshop with SCDOT re: Transportation Penny IGA [PAGES 65-125]
11. 2013 National Aviation Week Proclamation [PAGES 126-129]
12. Staff Recognition for Wellness Efforts [PAGES 130-133]
13. Petition to Close a Portion of Pinner Road [PAGES 134-148]

## **ADJOURNMENT**



# Richland County Council Request of Action

## **Subject**

Regular Session: April 23, 2013 [**PAGES 3-6**]

## **Reviews**

# MINUTES OF



## RICHLAND COUNTY COUNCIL DEVELOPMENT AND SERVICES COMMITTEE TUESDAY, APRIL 23, 2013 5:00 P.M.

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

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### MEMBERS PRESENT

Chair: Norman Jackson  
Member: Julie-Ann Dixon  
Member: Bill Malinowski  
Member: Jim Manning

Absent: Seth Rose

**ALSO PRESENT:** Kelvin E. Washington, Sr., Paul Livingston, Greg Pearce, Torrey Rush, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Amelia Linder, Justine Jones, Brad Farrar, John Hixon, Valeria Jackson, Jocelyn Jennings, Rodolfo Callwood, Donny Phipps, David Hoops, Melinda Edwards, Nancy Stone-Collum, Anna Lange, Chanda Cooper, Monique Walters

### CALL TO ORDER

The meeting started at approximately 5:02 p.m.

### APPROVAL OF MINUTES

**March 26, 2013 (Regular Session)** – Mr. Manning moved, seconded by Mr. Malinowski, to approve the minutes as amended. The vote in favor was unanimous.

### ADOPTION OF AGENDA

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

### ITEMS FOR ACTION

**Building Safety Month Proclamation** – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the proclamation. The vote in favor was unanimous.

Item# 1

**Lease Agreement with Clemson and Sandhill Research Center** – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council a recommendation to approve the request to approve the request to enter into a lease agreement with the deletion of the following language: **Utilities and Maintenance**. “The County shall be responsible for the cost of all utilities on the property during the lease Term.” A discussion took place.

The vote in favor was unanimous.

**Use of Eminent Domain to Acquire Property for Completion of Monticello Road Streetscape Construction** – Mr. Manning moved to defer this item in committee. The motion died for lack of a second.

Mr. Manning moved, seconded by Mr. Malinowski, to forward to Council with a recommendation of a negotiated purchase based on the appraisal, and if the negotiated purchase is not achieved consideration of alternate acquisitions proposals. The vote in favor was unanimous.

**New Road for the Brookfield Subdivision** – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the request to approve the IGA with the issuance of a sidewalk with the SCDOT and take over ownership of the new road once it is constructed. The vote in favor was unanimous.

**Reallocation of Funds for Cemetery Survey** – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to reallocate \$41,000 from RCCC Professional Services to Chicora Foundation grant line item to complete the county-wide cemetery survey. The vote in favor was unanimous.

**Adoption of the following Four Resolutions from the April 2, 2013 Council Meeting: (1) A Resolution Honoring Ginny Waller as the 2013 recipient of the Francis Marion University and SC Association of Nonprofit Organizations’ (SCANPO) Award [MANNING]; (2) Resolution honoring Deputy Sheila Aull for heroism in the line of duty; and honoring the Cedar Creek Community for their donation of \$1,500 to purchase additional lifesaving vests for deputies [DICKERSON]; (3) Resolution to recognize Richland County as a Purple Heart County [WASHINGTON]; (4) Resolution recognizing Cameron Wesley as the first African American Postmaster in the State of South Carolina [JACKSON]** – Mr. Malinowski moved, seconded by Mr. Manning, to forward to Council with a recommendation to approve the request to adopt all of the proposed Resolutions with following correction to #4: replace “the State of South Carolina” with “the Town of Whitmire”. The vote in favor was unanimous.

Mr. Malinowski moved, seconded by Ms. Dixon, to forward to Council a recommendation to forward the Legal Departments recommendations to the Rules and Appointments Committee. The vote in favor was unanimous.

**Review the Ordinance on Trash Bagging on Yard Debris** – Mr. Malinowski moved, seconded by Ms. Dixon, to defer this item in committee. The vote in favor was unanimous.

**Ordinance Amendment for Town of Irmo Roadway Maintenance** – Mr. Malinowski moved, seconded by Ms. Dixon, to defer this item in committee. The vote in favor was unanimous.

**ADJOURNMENT**

The meeting adjourned at approximately 6:00 p.m.

Submitted by,

Norman Jackson, Chair

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

Ordinance Amendment for Town of Irmo Roadway Maintenance [PAGES 7-21]

**Reviews**

## Richland County Council Request of Action

**Subject:** Acceptance of Roadways for Maintenance  
in the Town of Irmo

### **A. Purpose**

To amend Ordinance 21-6 that controls acceptance of roadways so that where a development in the Town of Irmo is located in both Richland and Lexington Counties with more than 50% of the development located in Lexington County, the public improvements will be controlled by Lexington County regulations.

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

Richland County provides roadway maintenance to the Town of Irmo under an Intergovernmental Agreement approved in 2007 (see Appendix 1). The Intergovernmental Agreement makes Public Works responsible for roadway and drainage maintenance within the incorporated community. Richland County has this type of agreement in effect with every community within the county except the City of Columbia. Many other county services are provided by this method.

The Town of Irmo is located on the boundary line between Richland and Lexington Counties and accepts roads created by land development projects that may be located in both Counties. Richland and Lexington Counties have different standards and processes for accepting roads for public maintenance. The Town of Irmo has requested Richland and Lexington Counties to create a policy that allows for consistent standards within a development.

Below is a summary of the differences in standards and processes as it relates to road construction:

- The average Daily Traffic (ADT) is calculated differently, which is a factor in road design.
- Richland County uses a structural number based on the soil type to design the pavement thickness. Lexington County offers design criteria for pavement thickness based on two options: one with and one without a soils report. In the instances where a soils report is provided, Lexington County's design standards are less than our minimum design standards.
- An important test prior to placing pavement is the proof roll. This is typically accomplished by observing the passage of a loaded dump truck over the area to be paved. Richland County requires density reports from a geotechnical engineer prior to proof roll and Lexington County receives information from the geotechnical technician on site at proof roll.
- Richland County requires asphalt core data, which is used to analyze the integrity of road construction and is a factor in acceptance. Lexington County *may* require this data.
- Richland County regulations require a maximum specified time frame that subgrade and/or stone base can be left exposed to prohibit damage by inclement weather. Lexington County's regulations do not specify a timeframe.

**C. Legislative / Chronological History**

See the Intergovernmental Agreement dated July 2007 in Appendix 1.  
See Section 21-6 of Richland County Code of Ordinances in Appendix 2

**D. Financial Impact**

The differences in standards and processes may result in a thinner pavement section or less rigorous inspection of construction. These conditions could result in a pavement that requires more maintenance or has a shortened life span.

**E. Alternatives**

1. Approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.
2. Do not approve the request to amend Ordinance 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo.

**F. Recommendation**

It is recommended that Council approve the request to amend section 21-6 to allow acceptance for maintenance of pavements constructed to Lexington County standards in the Town of Irmo, when more than 50% of the development is located in Lexington. The amendment is included in Appendix 3.

Recommended by: Sparty Hammett, Assistant Administrator, February 28, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers	Date: 3/21/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Public Works**

Reviewed by: David Hoops	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input checked="" type="checkbox"/> Recommend Council Discretion	

Comments regarding recommendation: This request could result in increased future maintenance costs.

**Legal**

Reviewed by: Elizabeth McLean	Date: 3/22/13
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. It appears as though Lexington’s standards are not quite as stringent as ours, which could over time potentially lead to more liability for accidents due to road flaws. I assume that our ordinances were passed to protect the health, safety and welfare of the citizens of Richland County and it seems somewhat counterintuitive to exempt out the Town of Irmo from those protections.

**Administration**

Reviewed by: Sparty Hammett	Date: 3/22/13
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✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This amendment would have minimal financial impact as it would only address residential subdivisions in Irmo that are located in both Lexington and Richland counties. The situation has only occurred on average once every year or two. It is not feasible to construct a road to two different standards. This amendment to have the jurisdiction with the greater percentage of the project serve as the lead is a reasonable compromise to address the issue.

RECEIVED  
OCT 11 2007

STATE OF SOUTH CAROLINA ) INTERGOVERNMENTAL AGREEMENT  
 ) FOR ROADS & MAINTENANCE AND  
COUNTY OF RICHLAND ) NPDES PHASE II COMPLIANCE

This agreement, made and entered into in duplicate originals this \_\_\_ day of July, 2007, by and between the County of Richland, a body politic duly created and existing pursuant to the provisions of the S.C. Code Ann. § 4-9-10 *et seq.*, (hereinafter referred to as "the County"), and the Town of Irmo, a municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10 *et seq.* (hereinafter referred to as "the Municipality");

WITNESSETH:

ARTICLE 1 - ROADS, DRAINAGE, SEDIMENT CONTROL, PLAN REVIEW, AND INSPECTION.

WHEREAS, the Municipality wishes to provide for the maintenance of roads and drainage infrastructure within its corporate limits; and

WHEREAS, the Municipality has no staff or equipment for maintenance of roads or drainage infrastructure; and

WHEREAS, the County has staff and equipment for maintenance of roads and drainage infrastructure and provides these services in the unincorporated parts of Richland County; and

WHEREAS, the Municipality wishes to establish consistency with the County with regard to the design and construction of roads and drainage infrastructure, sediment control, and floodplain management; and

WHEREAS, the County has adopted and administers comprehensive design and construction standards for roads, drainage infrastructure, and sediment control measures constructed under its jurisdiction; and

WHEREAS, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

NOW, THEREFORE, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

Section I - County Responsibilities

A. Through its Department of Public Works, the County will provide routine maintenance on all those roads, located within the corporate limits of the Municipality, that have been accepted for maintenance either by the County in accordance with Section 21-7 of the Richland County Code of Ordinances or by the Municipality.

The level of maintenance provided will be subject to the availability of funds, labor,

and equipment for the County's overall road maintenance responsibility. The same level of maintenance will be provided on roads within the corporate limits as on those in unincorporated areas. Maintenance will include, but not be limited to:

- Pavement
- Drainage within the R/W
- Traffic Control signs
- Street name signs
- Shoulders, if necessary

With the exception of street name signs, the County will not provide maintenance on roads that have been taken into the State Highway System. The County will provide name signs on all roads within the corporate limits.

B. The County will incorporate the County maintained roads within the corporate limits into its pavement management system. All roads will be selected and prioritized for resurfacing based on their overall condition relative to all other roads in the pavement management system as measured by their pavement condition rating.

C. The drainage infrastructure located off of road rights-of-way within the corporate limits will be maintained by the County subject to the limitations contained in Chapters 21 & 26 of the Richland County Code of Ordinances. The level of maintenance provided will be subject to the availability of funds, labor, and equipment available for the County's overall drainage maintenance responsibilities and strictly within County's guidelines. The same level of maintenance will be provided within the corporate limits as in unincorporated areas.

Maintenance under the terms of this agreement is comprised of, but not limited to, activities such as:

- Cleaning drainage ditches
- Cleaning and/or repairing closed storm sewers
- Cleaning and/or repairing catch basins, drop inlets, junction boxes, etc.
- Minor ditch excavation
- Minor storm sewer installation that can be accomplished by County maintenance forces.

Maintenance does not include construction of major capital drainage improvement projects. Under the terms of this agreement, a major capital drainage improvement project is one requiring a private construction contract in the judgement of the County's Public Works Director.

D. Beginning September 1, 2007, Municipality will be responsible for plan review. The County recognizes the Municipality as an approved Delegated Entity. The County will accept roads and drainage maintenance for these approved projects in accordance with Chapters 21 & 26 of the Richland County Code of Ordinances. The County may require from time to time

documentation as needed, to insure its standards are being met. In addition, the County reserves the right, at any time, to inspect plan review process or inspection reports of a land disturbance project as necessary for quality assurance purposes. The County will be the final authority of issues related to construction quality of facilities it is expected to maintain.

#### Section II - Municipal Responsibilities

A. As a prerequisite to its authorization for the construction of new developments within the corporate limits involving new roads and/or drainage infrastructure, the Municipality will maintain an approved Delegated Entity.

B. As a prerequisite to its issuance of building permits or land disturbance permits for new commercial buildings within the corporate limits, the Municipality will require the review and approval of site plans with regard to erosion control measures, floodplain management requirements, and road access regulations.

C. As a prerequisite to its acceptance of maintenance responsibilities for new roads and/or drainage systems within the corporate limits, the Municipality will require a certification that they were constructed in accordance with approved plans and specifications.

D. As a prerequisite to its issuance of certificates of occupancy for new commercial buildings within the corporate limits, the Municipality will require the inspection and approval of site improvements related to stormwater management, floodplain management, and road access.

E. The Municipality will submit plans (preliminary plans, approved plans and as-built plans) for developments and commercial buildings within the corporate limits to the County's Engineer's office for Quality Assurance and data management purposes. Municipality will copy to County any of the quality inspection reports during the execution of the project and any other related documentation for County filing purposes.

F. The Municipality, within a reasonable time after the execution of this agreement, shall adopt or amend applicable ordinances as required to make them compatible with the requirements of a Delegated Entity for SC DHBC approval.

#### Section III - Funding

The County will assess the residents of the Municipality the same taxes and fees for the aforementioned services, and at the same rates that are assessed in the unincorporated areas of Richland County. The taxes and fees generated thereby shall be full compensation to the County for the services provided by the County pursuant to this agreement. The provisions of this section are applicable to:

- Real and personal property taxes
- Automobile registration fees
- Subdivision processing fees

"C" funds allocated to Richland County pursuant to State statute will be utilized by the

County for road improvement projects within the corporate limits as well as in the unincorporated parts of Richland County. The County will initiate projects on behalf of the Municipality in accordance with its established capital road improvement programs.

#### Section IV - Capital Drainage Improvements

Capital improvement programs to improve drainage and reduce the impact of flooding in the unincorporated parts of Richland County are occasionally funded by the County through the issuance of bonds. To participate in these programs, the Municipality must request and agree to have the millage for bond debt service levied within the corporate limits. If approved by County Council, capital projects within the corporate limits will be eligible for inclusion in the program. The County would provide program management and project management. Project selection within the corporate limits will be done in consultation with the Municipality.

#### ARTICLE 2 - NPDES STORMWATER PERMIT COVERAGE

**WHEREAS**, the Municipality is responsible for compliance with NPDES stormwater discharge permit requirements within its corporate limits; and

**WHEREAS**, the Municipality and the County have determined that the Municipality will be responsible for providing the services required by the NPDES permit within the corporate limits; and

**WHEREAS**, both parties hereto are authorized to enter into this agreement by virtue of the provisions of Section 4-9-40 of the South Carolina Code of Laws of 1976.

**NOW, THEREFORE**, in consideration of the promises, and the mutual understanding and obligations hereinafter set forth, the parties hereto agree as follows:

#### Section I- Obligation to Comply with Permit

The Municipality shall be responsible for compliance with the NPDES permit and the County shall have no responsibility for compliance. The County shall only be responsible for maintenance of the storm drainage system per Article I.

#### ARTICLE 3 - GENERAL

##### Section I- Severability

The provisions of this Agreement are to be considered joint and severability such that the invalidity of any one section will not invalidate the entire agreement.

##### Section II- Successors and Assigns

Whenever in this Agreement the Municipality or the County is named or referred to, it shall be deemed to include its or their successors and assigns and all covenants and agreements in this

Agreement contained by or on behalf of the Municipality or the County shall bind and inure to the benefit of its or their successors and assigns whether so expressed or not.

**Section III - Extension of Authority**

The parties agree that all authorizations, empowerments, and all rights, titles, and interest referred or referenced to in this Agreement are intended to supplement the authority the County has or may have under any provision of law.

**Section IV - Termination by the County**

The County shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if: (1) the County is rendered unable to charge or collect the applicable taxes or fees; or (2) the County Council acts to terminate this Agreement with the Municipality due to an adverse court decision affecting the intent of this Agreement.

**Section V- Termination by the Municipality**

The Municipality shall be entitled to terminate this Agreement, and the County shall be released from any obligations under this agreement if the Municipal governing body acts to terminate this Agreement with the County due to an adverse court decision regarding this Agreement or a contrary EPA/SC DHEC regulation.

In the event the Municipality terminates this agreement, the County shall be entitled to continue to collect all applicable taxes and fees within the Municipality for the tax year when the termination occurs. However, the Municipality will be entitled to a pro-rata distribution of such collections based on the percentage of the calendar year such services were provided.

**Section VI- Insurance**

For the duration of this Agreement, each party shall maintain a liability program adequate to meet at least the limits of the South Carolina Tort Claims Act.

**Section VII- Duration**

The duration of this Agreement shall be for a term of five (5) years, and will be automatically renewed for a like term unless one of the parties to the Agreement gives written notice to the other parties of an intent to terminate. Said notices must be given at least sixty (60) days prior to the County Auditor's calculations of the millage rates for the upcoming tax year; or unless otherwise terminated pursuant to Article III, Section IV or V, above.

**Section VIII- Previous Agreements**

This agreement supersedes all previous agreements between the County and the Municipality covering provision of these services.

IN WITNESS WHEREOF, the parties hereto have hereunder caused their names to be affixed

as heretofore duly authorized on the date first above written.

WITNESSES:

Debra Keating  
Tony McDonald

John  
John

COUNTY OF RICHLAND

By: [Signature]  
Milton Pope  
County Administrator

Richland County Attorney's Office  
[Signature]  
Approved As To LEGAL Form Only.  
No Opinion Rendered As To Content.

TOWN OF IRMO

By: [Signature]  
John L. Gibbons  
Mayor

## Appendix 2

### ***Sec. 21-6. Standards for streets and drainage.***

(a) Except as provided for in sections [21-4](#) and 21-5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

(b) **Streets:** The minimum acceptable street is a paved street designed and constructed in accordance with the standards adopted by the County Engineer; provided, however, that an exception may be allowed whenever the County Council deems that the variance in design is minimal or of such nature that it will not otherwise pose an undue burden or risk upon the County. Where determined necessary and in the sole discretion of the County Council, the County, with the agreement of those property owners served by such roadway, may consent to accept a roadway with special conditions as to any particular non-conforming aspects with regard to county road standards. Only those streets located in subdivision developments where individually owned lots front directly on the street rights-of-way will be accepted by the County. This will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums and mobile home parks will not be accepted for maintenance by Richland County.

(c) **Storm drainage:** Drainage systems will be designed and constructed in accordance with Chapter 26, Article VIII, of the Richland County Code of Ordinances, and the standards adopted by the County Engineer.

(d) **Specifications:** Materials and construction of streets and drainage systems will be in accordance with the applicable sections of the current edition of the Standard Specifications for Highway Construction published by South Carolina Department of Transportation, except where specifically noted otherwise in the standards adopted by the County Engineer.

(e) **Acceptance:** County acceptance of new streets and drainage systems shall be accomplished through the acceptance of easement and right-of-way deeds. The County accepts no responsibility for the streets or drainage system until the easement documents or deeds are executed by both parties and recorded.

(f) **Warranty:** As a prerequisite to the County's acceptance of new streets and drainage systems, the grantor (developer) shall provide a warranty to the County for a period of one (1) year. The warranty shall pertain to the design and construction of the streets and drainage system in accordance with these standards and their satisfactory performance during the warranty period. The warranty period shall commence with the Countys formal acceptance of the roads and drainage system. The grantor is not responsible for repairing damage done to the roads subsequent to acceptance that was not a result of design or construction failure.

(g) **Inspection fee:** The grantor (developer) is responsible for the costs associated with providing all quality control/quality assurance testing and inspections required during construction of new roads and the associated drainage systems to ensure compliance with the applicable design

and construction standards. The County Engineers office is authorized to retain independent engineering or geotechnical consultants to perform all or part of the inspections and testing on behalf of the County. An inspection fee, sufficient to cover the Countys cost for inspection and testing, will be established and collected as a prerequisite for a developers receiving construction plan approval for any new subdivision streets. All fees collected will be deposited into an account set up specifically for payment of inspection and testing costs incurred by the County.

(Code 1976, § 8-1024; Ord. No. 388-77, 4-20-77; Ord. No. 2372-93, § I, 11-16-93; Ord. No. 015-98R, 5-5-98; Ord. No. 005-03HR, § I, 1-21-03; Ord. No. 095-05HR, § I, 10-3-06)

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SO AS TO CREATE A NEW SECTION TO HANDLE ROADWAY IMPROVEMENTS IN THE TOWN OF IRMO, SOUTH CAROLINA; AND AMENDING CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-6 (A); SO AS TO ACCOMMODATE THE NEW SECTION.

NOW, THEREFORE, 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 21, Roads, Highways, and Bridges; Article I, In General; is hereby amended by the creation of a new Section to read as follows:

**Sec. 21-5.5. Standards for improving roadways in the Town of Irmo, South Carolina.**

On roadways being constructed or improved in the Town of Irmo, South Carolina, which are going to be or are already located in both Richland County and Lexington County, the following regulations shall be followed:

- (1) If more than fifty percent (50%) of the planned roadway improvement for all phases of the approved development are located in Lexington County
  - a. All improvements will be constructed to the standards of Lexington County.
  - b. Upon acceptance of improvements by Lexington County and the Town of Irmo, Richland County will accept the improvements located in Richland County for maintenance.
- (2) If more than fifty percent (50%) of the planned roadway improvements for all phases of the approved development are located in Richland County:
  - a. All improvements will be constructed to the standards of Richland County.
  - b. Upon acceptance of improvements by Richland County and the Town of Irmo, Lexington County will accept the improvements located in Lexington County for maintenance.
- (3) The percentage of planned roadway improvements in each County will be based upon centerline feet of roadway.

- (4) In conformance with Section 21-6 (b) of this Chapter, the provisions of this Section will apply to residential, commercial and industrial subdivisions. Streets and drainage systems serving group developments such as shopping centers, apartment complexes, condominiums, and mobile home parks will not be accepted for maintenance by Richland County.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Article I, In General; Section 26-6 (a); is hereby amended to read as follows:

(a) Except as provided for in sections 21-4, ~~and 21-5~~, and 21-5.5 above, only those streets, roads, and drainage systems designed and constructed in accordance with the standards prescribed herein will be accepted for maintenance by the County.

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

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

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

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
**Michelle M. Onley**  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading:  
Second Reading:

Item# 2

Public Hearing:  
Third Reading:

Item# 2

# Richland County Council Request of Action

**Subject**

Community Use of County Facilities [PAGES 22-31]

**Reviews**

# Richland County Council Request of Action

**Subject:** Community Use of County Facilities

**A. Purpose**

County Council is requested to approve a policy for the use of County facilities.

**B. Background / Discussion**

In the past, communities and community organizations have requested use of County facilities for various functions, including the use of parking lots. The County Administration has considered these on a case-by-case basis. For legal protection and clearer guidance to the community, we are asking Council to approve a general policy that would be applicable to groups desiring the use of County property for their temporary activities.

**C. Legislative / Chronological History**

This is a staff-initiated request. Therefore, there is no legislative history.

**D. Financial Impact**

There would be no expenditure of County funds to approve this general policy. However, if Council wishes to charge a fee for the use of County facilities, that would generate revenue for the County.

**E. Alternatives**

1. Approve the request to develop a policy for the use of County facilities. If this alternative is chosen, all groups desiring to use County facilities would know what to expect. In addition, if an MOU or other contract is required of such groups, the County could insert some protective measures, such as a hold-harmless clause.
2. Do not approve the request to develop a policy for the use of County facilities, but rather, allow the County Administrator to make a determination on a case-by-case basis. If this alternative is chosen, the County is less protected legally from potential claims and will require an unknown amount of Administrator time to review each case.
3. Do not approve the request to develop a policy for the use of County facilities and do not allow communities to use County facilities. If this alternative is chosen, community members will not be able to use County facilities which are sometimes underutilized after hours.

**F. Recommendation**

It is recommended that Council approve the request to develop a policy for the use of County facilities.

**G. Reviews**

**Finance**

Reviewed by Daniel Driggers:  
 Recommend Council approval

Date: 2/13/13  
 Recommend Council denial

Item# 3

Comments regarding recommendation: Recommend approval of alternative one and encourage the County to pursue developing a policy that clearly defines the County's position. If the policy includes options for use of facilities, I would encourage the County to consider including an assessment fee at some level that has at least two components; (1) a service fee for the facility and (2) an amount that at a minimum will recover any costs to the County during use. While the service fee (1 above) may not generate much money for the County, requiring a fee often encourages responsible use. For item (2) above, use of facility may require items such as; management oversight, security, insurance liability, additional staff time for cleaning, cleaning supplies, utility costs, etc. and should be recovered based on usage.

### **Risk Management**

Reviewed by: David Chambers

Date: 2/28/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This request is left to Council discretion. There are already for-profits and non-profits with places available for public use. The development of a policy for the use of County facilities, if approved, should include the following recommended provisions:

- (1) A Hold-Harmless Agreement;
- (2) a contract with the following stipulations: no fireworks, no alcohol, no smoking, no drugs, no violence or weapons of any kind, limits on hours of use, requirements for clean-up, including proper disposal and prohibited littering;
- (3) establish limitations on which facilities can be used and the hours for such use;
- (4) establish limitations on the organizations able to use County facilities (i.e., churches, neighborhood associations, school groups, Homeowners Associations).

A draft policy and contract is attached as an appendix for Council's review.

### **Legal**

Reviewed by: Elizabeth McLean

Date: 3/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Whether to allow use of County facilities by the public is a policy decision left to Council's discretion; however, I recommend proceeding with caution. I agree with Mr. Chamber's comments on the whole, except number 4, which brings up Constitutional questions. The policy allows discretion by the Administrator for uses that are inappropriate, again bringing up Constitutional issues (freedom of speech, freedom of religion, etc.).

As to the hold harmless, such a document would only be as good as those who sign it, meaning that the hundreds of visitors to an event on County property would still pose a liability risk.

In conclusion, along with general liability and security concerns which would need to be addressed, the potential Constitutional issues are numerous.

### **Administration**

Reviewed by: Sparty Hammett

Date: 3/18/13

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✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval to develop a policy for the use of County facilities.

## **“RICHLAND COUNTY PUBLIC BUILDING USE POLICY”**

Richland County is cognizant of the numerous requests for the use of County public facilities. As a public government entity, Richland County is dedicated to the principals of fairness and non-discrimination for the public use of its facilities.

While it is the policy of Richland County to permit, allow and make available to the public certain of its public facilities, there is a need for coordination of such requests. Any group of citizens, organizations or other gatherings may request the use of specific county facilities, to wit:

- The Decker Center “Community Room”
- The Decker Center “parking lot” (available from 5:00 p.m. to 8:30 a.m. Monday thru Friday, and on Saturday and/or Sunday)
- Pinewood Lake Park facilities

In order to make a request for the use of one of the above facilities, the following procedure shall be followed:

1. Contact the Richland County Administration Office and make a written request for the specific time, date and place to be used.
2. Complete a “Use of Public Facility” form and a “Vendor Information” form, if applicable. These can be obtained under “Forms” at [richlandonline.com](http://richlandonline.com) or by calling the County Administrator’s Office, 576-2050 between 9:00 AM and 5:00 PM, Monday through Friday, excluding holidays. Applications should be sent to County Administrator, Attn: Executive Administrative Assistant, PO Box 192, Columbia, SC 29202.
3. Return the completed form with payment of \$300.00 for the facility usage fee, of which \$250 is refundable if there is no damage and if no extraordinary clean-up is required of County personnel. Additional charges may be assessed depending on the use required and the amount of utilities consumed. Notification of the availability of the facility requested will be confirmed by the Administrator’s office, in writing or by phone.
4. It shall be the responsibility of the event organizer to coordinate the event with appropriate County staff in a manner allowing sufficient time so as to not impede normal County operations. No less than three (3) business days for community room use and no less than three (3) full weeks for outside vendors and/or events.

All requests for use of public facilities will be handled on a “first come” basis, and will be subject to the availability of the facility requested. Normal business functions and use of County Facilities shall not be interrupted.

If the expected use of the facility shall require administrative personnel to be present after normal business hours, or if, in the opinion of the administration, security will be required, additional charges will be assessed. Charges will be based upon the actual out-of-pocket expenses incurred by the County for the use of personnel and for the cost of utilities.

## **FACILITY RULES**

1. Absolutely no weapons are allowed on County premises or in any public facility unless required by an authorized Law Enforcement Officer.
2. Absolutely no alcoholic beverages or illegal drugs are allowed on or in any public facility that is located on County property.
3. Absolutely no use of tobacco products is allowed on or in any public facility that is located on County property, except in designated areas.
4. Absolutely no activity involving unsafe use or providing a security concern will be permitted. Examples of such prohibited uses are fireworks, athletic events, and carnival-type rides.
5. All posted facility rules must be adhered to at all times, and the event organizers/officials are responsible for enforcement of all property rules.
6. Do not rearrange furniture or furnishings in the facility. If chairs or tables are temporarily relocated, these items must be replaced to their original location before you leave.
7. You and your organization will be jointly responsible for clean-up, including proper disposal of unused or unwanted items (no littering). You may lose a portion of your deposit if the County has to clean up after you.
8. You, your organization, and all other users will be jointly responsible for the cost of damages to the facility that is a direct or indirect result of the use of the facility by you and/or your organization.
9. You and/or your organization will be responsible for all costs related to County Support Services personnel required to support any event occurring outside normal operating hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, or for any costs incurred due to utilizing a County service supplier in the event County personnel are not available during normal work hours or for any County personnel called in outside normal operating hours to make repairs on the facility or the facility's operating infrastructure, such as HVAC, electrical, and plumbing. The County's personnel's primary function must be the support of normal County operations. These costs will be calculated and invoiced from thirty (30) to sixty (60) days of the event.
10. You and/or your organization will be responsible for the payment of the facility usage fee prior to use of the facility. If your event will include vendors, you must

Item# 3

provide proof of all business information, including licensing, health and certificate dates and corresponding grades issued. All food vendors must have a current health certification from DHEC. All vendors must be on-site and set up in a manner that meets all required regulatory agency requirements. All events shall be subject to inspection and enforcement action, such as closure of the event or fines as determined appropriate by County or State personnel, including regulatory agencies.

11. You and/or your organization will be responsible for arranging for security and the payment of security costs and related administrative costs, and for the amount of utilities consumed.
12. You and/or your organization will be responsible for signing an Indemnification and Hold Harmless agreement. All officers of your organization must sign this agreement as to officers and personally. The County must be added as an additional insured to the organization's general liability insurance or to a liability policy for the event. The user must also provide certification of insurance for worker's compensation and vehicle liability. The executed Indemnification and Hold Harmless agreement and certifications satisfactory to the County must be delivered to the County at least three (3) business days prior to the event date for community room use and three (3) full weeks prior to any outside event request. The requirement for general liability, vehicle liability insurance and workers' compensation insurance may be waived for non-commercial entities, e.g. neighborhood associations. In addition, a list of other users of the facility and the activities they will perform must be delivered to the County at least three (3) business days prior to the event date.
13. In the event of a problem encountered with the facility or an emergency, the following numbers are to be called:

911 - for all emergencies

(803) 576-2050 - Richland County Administration (8:30 a.m. to 5:00 p.m., Mon. thru Fri.)

(803) 575-2450 – Support Services Department, Division of Facilities (7:30 a.m. to 4:00 p.m., Mon. thru Fri.)

**PUBLIC REQUEST FOR USE OF PUBLIC FACILITY**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address of Organization

\_\_\_\_\_  
City / County

\_\_\_\_\_  
State / Zip

\_\_\_\_\_  
Individual or Group Contact Person

\_\_\_\_\_  
Individual or Group Telephone Number

\_\_\_\_\_  
Other Contact Person

\_\_\_\_\_  
Telephone Number

Clearly state the purpose for this request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How many persons do you anticipate will attend this function? \_\_\_\_\_

Facility requested: \_\_\_\_\_

Date and time of function:

\_\_\_\_\_  
Month / Day / Year From: \_\_\_\_\_ A.M.- To: \_\_\_\_\_ P.M.  
Timeframes

The undersigned agrees to abide by the facility rules and regulations, of which I have been given a copy. Persons providing false or misleading formation will be prosecuted. The undersigned further agrees to pay all costs, damages and usage fees as may be determined; and that each user will meet all applicable licensing, health and safety requirements, and any user not doing so will not participate.

The undersigned further agrees to indemnify and to hold harmless Richland County, its employees, officers, agents, contractors, subcontractors, and successors and assigns from and against any and all liability, damages, losses, costs, expenses, demands, claims, suits, actions and causes of action as a result of \_\_\_\_\_'s (*name of organization*) use of the facility.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Organization's Representative

\_\_\_\_\_  
Printed Name of Organization's Representative

Facility usage fee received on \_\_\_\_\_ in the amount of \$300.00 or \$ \_\_\_\_\_

Received by: \_\_\_\_\_

Date approved: \_\_\_\_\_ Date Rejected: \_\_\_\_\_

**Item# 3**



# Richland County Council Request of Action

**Subject**

Department of Public Works Purchase of Small Motor Grader for Asphalt Crew **[PAGES 32-34]**

**Reviews**

## Richland County Council Request of Action

**Subject:** Department of Public Works Purchase of Small Motor Grader for Asphalt Crew

### **A. Purpose**

County Council is requested to approve the purchase of a NorAm 65E Compact Motor Grader in the amount of \$131,625.00 for the Roads and Drainage Division of the Department of Public Works. It is intended for the use by the Division's Asphalt Repair Crew.

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

Because this unit is more compact than standard road motor graders, it is ideally suited for asphalt work, where road repairs are done over a smaller area. This equipment is not available through the State contract, and is therefore being purchased from the National Joint Powers Alliance (NJPA) contract. This NorAm 65E compact motor grader meets the current Tier IV federal emissions standards for engines in the category of 75 to 173 horsepower, which commenced in January 2012. Tier IV final standards for this category will begin in January 2015. The equipment is manufactured in the United States. It is to be purchased from Flint Equipment Company, located in West Columbia, South Carolina, which is the local distributor and maintenance facility for this equipment.

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

This request is initiated by the Department of Public Works. The purchase of this equipment is included in the department's fiscal 2013 budget.

### **D. Financial Impact**

The financial impact on the County will be the purchase cost of the equipment which is available in the budget of the Roads and Drainage Division of the Department of Public Works. The total cost of the compact motor grader is \$131,625.00.

NorAm 65E Turbo Motor Grader	\$131,325.00
South Carolina Sales Tax	\$ 300.00
Total Cost of Motor Grader	\$131,625.00

### **E. Alternatives**

1. Approve the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division of the Department of Public Works for the Asphalt Crew. This will allow them to better prepare the road surface for asphalt application, resulting in a more even finished result.
2. Do not approve the purchase of the equipment for the asphalt crew. This will require them to continue performing road preparation using other available equipment less suited for this purpose, resulting in a less even surface for asphalt application.

### **F. Recommendation**

It is recommended that County Council approve the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division's Asphalt Crew.

Recommended by: David Hoops

Department: Public Works

Date: 5/3/13

Item# 4

## G. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available in the Roads budget. The department has communicated that the funds are already encumbered. See Requisition R1302696 Flint Equipment in IFAS.

### Procurement

Reviewed by: Rodolfo Callwood

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### Legal

Reviewed by: Elizabeth McLean

Date: 5/6/13

Recommend Council approval

Recommend Council denial

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

### Administration

Reviewed by: Sparty Hammett

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval of the request to purchase the NorAm 65E Compact Motor Grader for the Roads and Drainage Division's Asphalt Crew.

# Richland County Council Request of Action

**Subject**

Department of Public Works Purchase of Volvo G930B Motor Grader for Drainage Division [**PAGES 35-39**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Purchase of Volvo G930B Motor Grader for Roads and Drainage Division

### **A. Purpose**

County Council is requested to approve a purchase in the amount of \$167,260.00 for a new motor grader for the Roads and Drainage Division of the Department of Public Works. The Volvo G930B will be purchased from ASC Equipment, located in Cayce, South Carolina. The equipment will be purchased from the State contract, Contract #5400004309. The cover page from the contract is attached as Appendix 1.

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

The equipment will be replacing AL003, a 2001 Komatsu Motor Grader that is well beyond the 8 year/ 7500 hour life cycle standard for this unit, and has become increasingly expensive to maintain. Over \$9,000.00 has been spent since the middle of fiscal year 2011-2012 to repair this unit, including such items as clutch and transmission repairs, brake fluid leaks, electrical repairs, and tires.

The new equipment is EPA Tier IV compliant, meeting the latest federal standards reducing nitrous oxide and particulate emissions. This purchase complies with the County directive on Air Quality policies.

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

An initial request to purchase a replacement for the old Komatsu motor grader was brought before the Development and Services Committee on May 22, 2012, in the amount of \$211,794.00. A motion to move the item to full Council with a recommendation to approve the purchase passed unanimously.

At the regular session County Council meeting on June 5, 2012, questions arose regarding the emissions capability and the cost of the equipment. The item was deferred to the June 19 meeting to allow staff time to research and address the concerns expressed by Council.

The request for the motor grader purchase was subsequently withdrawn from the June 19 Regular Session County Council agenda.

The original purchase was pursued through another contract because the State contract was not available for this equipment at the time. The State initiated a bid process to renew the motor grader contract and the State awarded the bid solely to ASC Volvo, in Cayce, South Carolina. The contract information was posted in November, 2012. Base requirements were drawn up for the equipment and a meeting was held with the State contract vendor to design the unit to better meet the needs of the County. The State contract holder, ASC Equipment, provided the quote upon which this request is based, which is the second attachment. This purchase is therefore requested from the new State contract.

**D. Financial Impact**

The financial impact on the County will be \$167,260.00 which is the cost for the purchase of the motor grader which is available in the budget of the Roads and Drainage Division of the Department of Public Works.

Volvo G930B Motor Grader	\$166,960.00
South Carolina Sales Tax	\$ 300.00
Total Cost of Equipment	\$167,260.00

**E. Alternatives**

There are two alternatives available for County Council:

1. Approve the request to purchase the Volvo G930B Motor Grader for the Roads and Drainage Division, at a cost of \$167,260.00, from the current South Carolina Procurement State Contract.
2. Do not approve the request to purchase the Volvo G930B Motor Grader for the Roads and Drainage division, requiring the Public Works department to continue operating the current unit with increased maintenance costs and downtime.

**F. Recommendation**

It is recommended that County Council approve the State contract purchase of the Volvo G930B motor grader in the amount of \$167,260.00 from ASC Volvo.

Recommended by: David Hoops      Department: Public Works      Date: 5/16/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers	Date: 5/17/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Procurement**

Reviewed by: Rodolfo Callwood	Date: 5/17/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Legal**

Reviewed by: Larry Smith	Date: 5/20/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Administration**

Reviewed by: Sparty Hammett	Date: 5/21/13
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

## Appendix 1

Cheryl Patrick, Procurement Manager  
[CPatrick@mmo.sc.gov](mailto:CPatrick@mmo.sc.gov)  
Tele: (803) 737-5717

Materials Management Office  
1201 Main Street, Suite 600  
Columbia, South Carolina 29201

Section: R  
Page: 102  
Date: 08/13/2012

**MAKE:** VOLVO  
**MODEL:** G930B (Motor Grader) .....[Click Here to See Contractor's Offer](#)

**VENDOR:** ACS Construction Equipment USA, Inc.  
2303 Airport Blvd.  
Cayce, SC 29033

**CONTACT NAME:** Tom Moore

**PHONE NO.:** (803) 791-0740

**E-MAIL ADDRESS:** [tom.moore@ascvolvo.com](mailto:tom.moore@ascvolvo.com)

**VENDOR NO.:** 7000056458

**F.E.I.N.:** 20-1862082

**CONTRACT NO.:** 4400005538

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2303 Airport Blvd  
 Cayce, SC 29033  
 Office: (803) 791-0740 Fax: (803-) 791-9920

## QUOTE

**TO:** Richland County  
 400 Powell Road  
 Columbia, SC 29203

**Date of Issue:** 03/18/2013

**ATTN:** Bill Peters (Fleet Service Manager)

**Proposal Ref.:**

*Sales, Service, Parts and Rental of Construction Equipment.*

Quantity	Description	Unit Price	Total
	<b>SCMMO Statewide Motor Grader Contract SC MMO Solicitation # 5400004309</b>		
1	<b>Volvo G930B Motor Grader</b>	SCMMO Base Price	\$ 153,499.00
	<b>Options:</b>	<b>Option Number</b>	
	HTE1160 11 Speed forward/ 6 speed reverse Transmission	GD31001	\$ 1,234.00
	Auto Shift for Transmission	GD31003	\$ 1,510.00
	Reversing Fan	GD34009	\$ 809.00
	Opening Lower Front	GD43001	\$ 605.00
	Air Suspension Seat-Cloth	GD46003	\$ 1,103.00
	Radio & CD Player	GD47001	\$ 865.00
	Collapsible Lunch Box & Drink Container	GD49107	\$ 111.00
	Blade Lights (4)	GD55002	\$ 371.00
	1550 CCA AGM High Capacity Battery	GD59202	\$ 785.00
	#2 Circuit to front LH Side	GD62001	\$ 283.00
	Mid Mount Scarifier, w/5 teeth	GD12775100	\$ 5,785.00
	<b>Total Price with Options</b>		\$ 166,960.00
	<b>SC SALES TAX</b>		\$ 300.00
	<b>Overall Total Including Tax</b>		\$ 167,260.00

Quotations: This quotation is not binding until accepted by an officer of ASC. Items quoted are subject to all local, state and federal taxes. Prices quoted are subject to change due to manufacturers adjustments.

**Shipment:** TBD

**Terms:** Cash

**By:** CHARLES FRICK

Item# 5

# Richland County Council Request of Action

**Subject**

Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer [**PAGES 40-43**]

**Reviews**

## Richland County Council Request of Action

**Subject:** Sunnyside Drainage Ditch Capital Improvement Project Right of Way Purchase and Transfer

### **A. Purpose**

County Council is requested to approve the purchase for four Right of Way (ROW) acquisitions in the amount of \$6,555.00 for the purpose of construction of Sunnyside drainage ditch (Orphanage Branch) capital improvement project. It is also being requested to approve for the transfer of the purchased ROW to South Carolina Department of Transportation (SCDOT) once the project stands complete for future maintenance.

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

Richland County Council Regular Session dated February 21, 2012 the Sunnyside Drainage Ditch Capital Improvements Project Right-of-Way Purchase and Transfer – Mr. Pearce Moved, Second by Mr. Jackson, to defer until staff is ready to bring item back. The vote in favor was unanimous. Richland County staff is ready to bring this item back to Council.

The Sunnyside Drainage Ditch Capital Improvement Project is being implemented by Richland County to address erosion, flooding, and water quality concerns along an existing drainage channel in the Forest Acres community. It is to be noted that City of Forest Acres has an inter-governmental agreement with Richland County, as a co-permittee, for County to implement stormwater services to the City. The project extends from the beginning of a drainage ditch near Eastminster Drive and continues downstream to the Sunnyside Drive culvert crossing. The channel, sometimes referred to as Orphanage Branch, is located at the rear of several residential properties along Sunnyside Drive, Eastminster Drive, and Grace Hill Drive. Sections of the drainage channel are experiencing bank erosion as a result of flow velocities. Flooding is a concern upstream of the existing Sunnyside Drive pipe crossings.

In an effort to improve the existing erosion and flooding conditions, construction of multiple best management practices is being proposed:

- The existing pipe crossing at Sunnyside Drive shall be replaced with a culvert. The culvert replacement will provide for additional flow capacity and reduce upstream flooding along the drainage channel.
- Stream enhancement and stabilization BMPs shall be constructed in the upstream portions of the drainage channel. The stream enhancement structures consist of a series of cross vanes. Cross vanes are structures constructed from rock, designed to improve environmental conditions, by reducing flow velocities and providing a series of pool areas along the stream. The placement of the cross vane structures will reduce stream velocity for areas downstream in the drainage channel. The reduction in stream velocity will reduce erosion and improve water quality for downstream areas. The stream stabilization BMPs such as rip rap, rock structures are being proposed so as to prevent future erosion.

For replacing the pipe with a culvert, four (4) ROW acquisitions as shown in Table 1 are needed. More details on ROW widths, metes and bounds, and construction details are identified and are discussed on the construction plans. The proposed upstream construction requires the establishment of a 20' permanent easement with an additional 10' temporary construction easement along properties adjacent to the stream (lesser widths in areas where feasible). All the required ROW acquisitions were presented to the citizens, negotiated, deeds prepared and ready for execution upon Council's approval. However, there is uncertainty in obtaining all the necessary easements for the project and is not complete. The easement structure will be presented to Council at a different time upon completion and finalization.

<b>Table 1. Sunnyside Project ROW Acquisitions</b>			
<b>Name</b>	<b>Physical Address</b>	<b>Tax Map Number</b>	<b>Amount (\$)</b>
G. Ramon Aycock	3146 Grace Hill Rd, Columbia SC 29204	R13904-09-06	\$2,025.00
William Coleman	1400 Sunnyside Drive, Columbia, SC 29204	R13908-04-34	\$3,730.00
The Rescue Orphanage n/k/a Carolina Children's Home	3303 Maiden Lane, Columbia, SC 29204	R13907-01-01	\$0.00
Joseph F. Kligman & Vanessa Brill Kligman	1343 Sunnyside Drive, Columbia, SC 29204	R13904-09-08	\$800.00
		<b>Total</b>	<b>\$6,555.00</b>

The said funds were budgeted and are available in Stormwater Management budget. It is being requested through Council's request of action to approve the acquisition of ROW's on said properties so that Stormwater Management can move forward with the project in conjunction with for larger benefit of the region. Once the project is completed it is our intention to transfer the acquired ROW to SCDOT for future maintenance. SCDOT is in general agreement with the transfer and the logistics associated will be worked out upon Council's approval on the request.

**C. Legislative – Chronological History**

This is a staff-initiated request, therefore, is no legislative history.

**D. Financial Impact**

The current engineer's estimated construction cost for the project is \$619,976.34 excluding design and ROW acquisition costs. A total of \$815,000.00 was budgeted for the Sunnyside project and funds are available in Stormwater Management budget. The project costs, at this time, are within the estimated amount and there is no additional financial impact associated with the request. The Public Work's Stormwater Management has entire funding available for this project in its FY12 adjusted budget. The project scope has been reduced because of the inability to obtain upstream easements from private property owners. The amount budgeted will remain the same until the engineer provides the reduced cost estimate.

**E. Alternatives**

- 1. Approve the request in full, and exactly as presented by the Department of Public Works.  
**Reason:** For successful implementation of capital improvement project, improving water quality in the region and larger benefit of Community.
- 2. Do not approve the recommendations, and send it back to the Department of Public Works.  
**Consequences:** there will be no ROW acquisition thereby culvert replacement in jeopardy.

**F. Recommendation**

It is recommended that Council approve purchase of four Right of Way (ROW) acquisitions on properties located at 3146 Grace Hill Rd (TMS#R13904-09-06), 1400 Sunnyside Drive (TMS#R13908-04-34), 3303 Maiden Lane (TMS#R13907-01-01), and 1343 Sunnyside Drive(TMS#R13904-09-08) for County to be able to perform Sunnyside drainage improvement project so as to improve drainage and water quality in the region. It is also being recommended to approve the transfer of the purchased ROW to South Carolina Department of Transportation once the project stands complete for future maintenance.

Recommended by: David Hoops      Department: Public Works      Date: 05/06/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers      Date: 5/7/13  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean      Date: 5/7/13  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: Policy decision left to Council’s discretion. Staff/Admin has been informed that something in writing is needed from SCDOT to insure that they will maintain the ROW’s after completion.

**Administration**

Reviewed by: Sparty Hammett      Date: 5/7/13  
 Recommend Council approval       Recommend Council denial  
 Council Discretion (please explain if checked)  
 Comments regarding recommendation: The SCDOT has indicated that they will accept the right-of-way and retain maintenance responsibility.

# Richland County Council Request of Action

## **Subject**

Review Priority Investment Areas in Council District One **[PAGES 44-47]**

## **Reviews**

# Richland County Council Request of Action

**Subject:** Review Priority Investment Areas in Council District One

**A. Purpose**

County Council is requested to direct staff to review the Priority Investment Areas in Council District One and consider their restructuring.

**B. Background / Discussion**

Priority Investment Areas (PIA's) were created in the County's Comprehensive Plan, as provided by Chapter 29 South Carolina Local Government Comprehensive Planning Enabling Act of 1994, specifically as follows:

**SECTION 6 29 510. Planning process; elements; comprehensive plan.**

(D) A local comprehensive plan must include, but not be limited to, the following planning elements:

9) a priority investment element that analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies.

For the purposes of this item, “adjacent and relevant jurisdictions and agencies” means those counties, municipalities, public service districts, school districts, public and private utilities, transportation agencies, and other public entities that are affected by or have planning authority over the public project. For the purposes of this item, “coordination” means written notification by the local planning commission or its staff to adjacent and relevant jurisdictions and agencies of the proposed projects and the opportunity for adjacent and relevant jurisdictions and agencies to provide comment to the planning commission or its staff concerning the proposed projects. Failure of the planning commission or its staff to identify or notify an adjacent or relevant jurisdiction or agency does not invalidate the local comprehensive plan and does not give rise to a civil cause of action.

The County's PIA's were identified using the following two guidelines:

- by using a general radius around an intersection or highway interchange
- by analyzing developable parcels, planned or permitted projects, utilizing census information and proximity/access to water and sewer.

The County's Comprehensive Plan identifies thirteen priority investment areas in the Future Land Use Map (see the Land Use Element of the County’s Comprehensive Plan). These areas indicate where growth should be concentrated enabling a mix of housing types and costs, a variety of uses, pedestrian-friendly design, and the inclusion of open space. Capital projects

identified in this Element should be scheduled supporting initiatives in the priority investment areas.

Modifying the PIA's in any way would be considered an amendment to the adopted Comprehensive Plan and require the following steps must be taken in accord with S.C. Code § 6-29-520 and § 6-29-530.

**1. Resolution.** By majority vote, the planning commission must adopt a resolution recommending the plan or element to the governing body for adoption. The resolution must refer explicitly to maps and other descriptive material intended by the commission to form the recommended plan.

**2. Minutes.** The resolution must be recorded in the planning commission's official minutes.

**3. Recommendation.** A copy of the recommended comprehensive plan or element must be sent to the local governing body being requested to adopt the plan. In addition, a copy must be sent to all other legislative or administrative agencies affected by the plan.

**4. Hearing.** Before adopting the recommended plan, the governing body must hold a public hearing after publishing at least 30 days notice of the time and place of the hearing in a general circulation newspaper in the community.

**5. Ordinance.** The governing body must adopt the comprehensive plan or element by Ordinance per S.C. Code § 6-29-530. The governing body cannot approve the plan on final reading of the ordinance until the planning commission has recommended the plan.

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

On April 16, 2013, Council approved a motion sponsored by the Honorable Bill Malinowski as follows:

“Staff is requested to review with Councilman Malinowski the Priority Investment Areas (PIA's) in Richland County, District 1, and consider their restructuring. The current PIA's came about through some type of staff creative writing with no input from the council member representing the area nor the citizens. While there are areas that can be considered for the use if PIA application it needs to be done on a more selective basis and not on random generalizations as was previously done.”

#### **D. Financial Impact**

There is no financial impact associated with this request.

#### **E. Alternatives**

1. Approve the request to direct staff to review the Priority Investment Areas in Council District One.
2. Do not approve the request to direct staff to review the Priority Investment Areas in Council District One.

**F. Recommendation**

Recommended by: Honorable Bill Malinowski Department: County Council Date: 4/22/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 5/6/13

Recommend Council approval

Recommend Council denial

Recommend Council approval

Comments regarding recommendation:

Request is for direction and based on no financial impact

**Planning**

Reviewed by: Tracy Hegler

Date: 5/7/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This is an activity that the Planning Department would undertake as part of the update to certain elements of the Comprehensive Plan, as directed by Council during the 2013 retreat. Every single amendment to the Comprehensive Plan will require public hearings and adoptions; therefore it may be more efficient to evaluate PIA's on a County-wide level during our regular update process.

**Legal**

Reviewed by: Elizabeth McLean

Date: 5/8/13

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Sparty Hammett

Date: 5/22/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

# Richland County Council Request of Action

## **Subject**

Review categorizing zoning districts that allows for more "sub-categories" in the various districts and eliminate general categories [**PAGES 48-52**]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Allow More Sub-Categories in the Various Zoning Districts

### **A. Purpose**

County Council is requested to direct staff to review the zoning categories and consider allowing more sub-categories in the various zoning districts.

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

Establishing Zoning Districts is provided for in Chapter 29 South Carolina Local Government Comprehensive Planning Enabling Act of 1994, specifically as follows:

SECTION 6-29-720. Zoning districts; matters regulated; uniformity; zoning techniques.

(A) When the local planning commission has prepared and recommended and the governing body has adopted at least the land use element of the comprehensive plan as set forth in this chapter, the governing body of a municipality or county may adopt a zoning ordinance to help implement the comprehensive plan. The zoning ordinance shall create zoning districts of such number, shape, and size as the governing authority determines to be best suited to carry out the purposes of this chapter. Within each district the governing body may regulate:

- (1) the use of buildings, structures, and land;
- (2) the size, location, height, bulk, orientation, number of stories, erection, construction, reconstruction, alteration, demolition, or removal in whole or in part of buildings and other structures, including signage;
- (3) the density of development, use, or occupancy of buildings, structures, or land;
- (4) the areas and dimensions of land, water, and air space to be occupied by buildings and structures, and the size of yards, courts, and other open spaces;
- (5) the amount of off-street parking and loading that must be provided, and restrictions or requirements related to the entry or use of motor vehicles on the land;
- (6) other aspects of the site plan including, but not limited to, tree preservation, landscaping, buffers, lighting, and curb cuts; and
- (7) other aspects of the development and use of land or structures necessary to accomplish the purposes set forth throughout this chapter.

(B) The regulations must be made in accordance with the comprehensive plan for the jurisdiction, and be made with a view to promoting the purposes set forth throughout this chapter. Except as provided in this chapter, all of these regulations must be uniform for

each class or kind of building, structure, or use throughout each district, but the regulations in one district may differ from those in other districts.

(C) The zoning ordinance may utilize the following or any other zoning and planning techniques for implementation of the goals specified above. Failure to specify a particular technique does not cause use of that technique to be viewed as beyond the power of the local government choosing to use it:

(1) "cluster development" or the grouping of residential, commercial, or industrial uses within a subdivision or development site, permitting a reduction in the otherwise applicable lot size, while preserving substantial open space on the remainder of the parcel;

(2) "floating zone" or a zone which is described in the text of a zoning ordinance but is unmapped. A property owner may petition for the zone to be applied to a particular parcel meeting the minimum zoning district area requirements of the zoning ordinance through legislative action;

(3) "performance zoning" or zoning which specifies a minimum requirement or maximum limit on the effects of a land use rather than, or in addition to, specifying the use itself, simultaneously assuring compatibility with surrounding development and increasing a developer's flexibility;

(4) "planned development district" or a development project comprised of housing of different types and densities and of compatible commercial uses, or shopping centers, office parks, and mixed-use developments. A planned development district is established by rezoning prior to development and is characterized by a unified site design for a mixed use development;

(5) "overlay zone" or a zone which imposes a set of requirements or relaxes a set of requirements imposed by the underlying zoning district when there is a special public interest in a particular geographic area that does not coincide with the underlying zone boundaries;

(6) "conditional uses" or zoning ordinance provisions that impose conditions, restrictions, or limitations on a permitted use that are in addition to the restrictions applicable to all land in the zoning district. The conditions, restrictions, or limitations must be set forth in the text of the zoning ordinance; and

(7) "priority investment zone" in which the governing authority adopts market-based incentives or relaxes or eliminates nonessential housing regulatory requirements, as these terms are defined in this chapter, to encourage private development in the priority investment zone. The governing authority also may provide that traditional neighborhood design and affordable housing, as these terms are defined in this chapter, must be permitted within the priority investment zone.

Making modifications to the County's Zoning Districts would require a text amendment.

**C. Legislative / Chronological History**

On April 16, 2013, Council approved a motion sponsored by the Honorable Bill Malinowski as follows:

“Staff is requested to take an in depth look at current Richland County zoning requirements and consider categorizing them in a way to allow for more sub-categories in the various zoning districts. Uses permitted should be worked on for a more cohesive/like basis to eliminate the general categories currently in existence.”

**D. Financial Impact**

There is no financial impact associated with this request.

**E. Alternatives**

1. Approve the request to direct staff to consider having more sub-categories in the various zoning districts.
2. Do not direct approve the request to direct staff to consider having more sub-categories in the various zoning districts.

**F. Recommendation**

Recommended by: Bill Malinowski      Department: County Council      Date: 4/22/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers      Date: 5/15/13  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**Planning**

Reviewed by: Tracy Hegler      Date: 5/20/13  
 Recommend Council approval  
 Recommend Council denial  
 Comments regarding recommendation:

The Planning Department believes the County’s zoning districts and allowable land uses should be updated. However, this effort would be better informed after the Comprehensive Plan elements have been updated to provide the appropriate guidance for zoning and land use decisions. It is the intent of the Department to begin updating certain elements of the Comp Plan, such as the Future Land Use Element, as directed by Council at their 2013 retreat, this year.

**Legal**

Reviewed by: Larry Smith      Date: 5/20/13  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**Administration**

Reviewed by: Sparty Hammett      Date: 5/23/12

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend denial until the Comprehensive Plan is updated.

# Richland County Council Request of Action

**Subject**

Residential Parking Permits in Portions of Olympia and Neighboring Communities **[PAGES 53-64]**

**Reviews**

## Richland County Council Request of Action

**Subject:** Residential Parking Permits in Portions of Olympia and Neighboring Communities

### **A. Purpose**

County Council is requested to approve a request to ask staff to look into residential parking permits for the designated County portions of Olympia and neighboring communities, and possibly approve an ordinance amendment in Chapter 17 of the Richland County Code of Ordinances with regards to requiring a residential permit parking district in those areas of the County.

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

On February 5, 2013 – Council presented a motion to ask staff to look into residential parking permits for the County portions of Olympia and neighboring communities. This motion was forwarded to the March 2013 D&S Committee.

On January 28, 2013, a Richland County citizen sent an e-mail to the Honorable Kelvin Washington, Sr. and the Honorable Seth Rose, as follows:

“I wonder if it would be prudent to introduce an ordinance that addresses residential parking permitting. The city has successfully utilized permitting in neighborhoods that are inundated with student rental. Given the trouble we have experienced with the 1101 & 1103 Olympia Avenue practice of doubling up, it may be a good way to address the parking problem in our urban, rental heavy neighborhood.

“With the new 230 bed apartment development in front of the Olympia Mills, the city portions of Olympia, Granby and Whaley Street neighborhoods are planning to pursue permitting in anticipation of the overflow from those apartments. That overflow would move onto Olympia Avenue and adjacent side streets.”

As the County currently does not provide or enforce parking permits, Staff contacted the City of Columbia to see how their program works, and explore the option of developing an Intergovernmental Agreement (IGA) with the City if they, in turn, would be open to enforcing this parking requirement.

The City’s Ordinance for Residential Permit Parking Districts is attached as information. They currently have two proposed residential permit parking districts in Olympia, which are created by petition (maps attached).

A brief conversation with the City’s Parking Services Director indicates agreement to provide permits and enforce them within the newly designated County Residential Parking District, should it be approved. This would be achieved through an agreement whereby the County authorizes another agency to issue citations (a similar letter is attached allowing the US Marshall to issue citations in the City of Columbia). The residential parking ordinance would have to allow this, as well, similar to the City’s (relevant portion shown below).

**Sec. 12-79. - Violations; citations; penalty.**

(a)

It shall be the duty of city police officers, other city employees, designated by the city manager, **or any other state or federal government agency designated by the city manager** with such responsibility to report:

(1)

The number of each parking meter which indicates that the vehicle occupying the parking space adjacent to such parking meter is or has been parked in violation of any of the provisions of this division;

(2)

The state license number of such vehicle; and

(3)

Any other facts, a knowledge of which is necessary to a thorough understanding of the circumstances attending such violation.

(b)

Each such police officer, other city employees designated by the city manager, **or any other state or federal government agency designated by the city manager** shall also attach to such vehicle a notice to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the city court in regard to such violation.

(c)

In any parking meter zone, every hour or fraction of any hour of overtime parking shall constitute a separate offense.

(d)

Persons who receive a parking ticket may elect to pay the bond amount of the parking ticket or they may invoke the right of trial upon their acceptance of a courtesy summons in substitution of each parking ticket issued. Upon receiving a request for such trial, a courtesy summons shall be issued and a copy of that courtesy summons will be mailed to the owner's address listed in the vehicle's registration information along with the date and time of the trial. The original courtesy summons will be served at the time of the trial. Service of a courtesy summons vests the municipal court with jurisdiction to hear and dispose of the charge for which the courtesy summons was issued and served. Upon conviction after trial, the person shall be punished for each violation in accordance with [section 1-5](#).

**C. Legislative / Chronological History**

At the February 5, 2013 Council meeting, a motion was made by the Honorable Seth Rose, which was forwarded to the March 26, 2013 D&S Committee agenda:



- CODE OF ORDINANCES  
Chapter 12 - MOTOR VEHICLES AND TRAFFIC  
ARTICLE II. - STOPPING, STANDING AND PARKING

DIVISION 3. - RESIDENTIAL PERMIT PARKING DISTRICTS

***DIVISION 3. - RESIDENTIAL PERMIT PARKING DISTRICTS*** <sup>[3]</sup>

[Sec. 12-101. - Definitions.](#)

[Sec. 12-102. - Purpose of division.](#)

[Sec. 12-103. - Designation by council.](#)

[Sec. 12-104. - Survey and recommendation.](#)

[Sec. 12-105. - Parking limitations; posting of signs.](#)

[Sec. 12-106. - Resident and tenant permits.](#)

[Sec. 12-107. - Visitor permits.](#)

[Sec. 12-108. - Special permits; exemptions.](#)

[Sec. 12-109. - Obedience to parking regulations.](#)

[Sec. 12-110. - Permits to be property of city; confiscation of permits.](#)

[Sec. 12-111. - Permit fees.](#)

[Sec. 12-112. - Violations; citations; penalty.](#)

[Sec. 12-113. - Disposition of fees and fines.](#)

[Sec. 12-114. - Denial or cancellation of permit.](#)

[Sec. 12-115. - Appeals.](#)

[Secs. 12-116—12-119. - Reserved.](#)

**Sec. 12-101. - Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Owned vehicles* means automobiles registered at addresses in a permit parking district and operated on a regular basis by resident owners or tenants of residential units within a permit parking district.

*Permit parking district* means a residential district designated by resolution of the city council in which certain parking is limited to a specified time period, except to vehicles displaying a permit as provided in this division.

*Visitor* means a person or persons parking their vehicle in a permit parking district for the purpose of visiting the permit holder at the physical residence of the permit holder.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-102. - Purpose of division.**

The purpose of this division is to reduce hazardous traffic conditions resulting from the use of streets within areas zoned for residential uses for the parking of vehicles by persons utilizing adjacent commercial, industrial, educational, recreational, governmental or institutional uses; to protect such

districts from polluted air, excessive noise, litter and refuse caused by the entry of such vehicles; to protect the residents of such districts from unreasonable burdens in gaining access to their residences; to preserve the character of such districts as residential districts; to promote efficiency in the maintenance of residential streets in a clean and safe condition; to preserve the value of the property in such districts; and to preserve the safety of children, other pedestrians and traffic in the district, as well as the peace, good order, comfort, convenience and welfare of the inhabitants of the city.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-103. - Designation by council.**

Whenever the city council shall determine, after a traffic survey of a particular residential area of the city and after a public hearing, that such an area is severely impacted by nonresidential on-street parking by reason of adjacent commercial, industrial, educational, recreational, governmental or institutional uses, such residential area may be designated as a permit parking district.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-104. - Survey and recommendation.**

- (a) Upon receipt of a petition signed by more than 50 percent of the resident property owners of a contiguous area, the department designated by the city manager to enforce residential parking permit regulations shall conduct a survey to determine whether such area should be designated as a permit parking district.
- (b) The department designated by the city manager to enforce residential parking permit regulations may adjust the boundaries of the proposed area if it is determined that the purposes of this division will be best served by such adjustment.
- (c) The department designated by the city manager to enforce residential parking permit regulations will conduct a block-by-block survey of the proposed area on a weekday. If more than 75 percent of the parking spaces are occupied by vehicles, 50 percent of which are not registered at addresses in the area, then the department designated by the city manager to enforce residential parking permit regulations shall certify the area as a proposed permit parking district and report his findings and recommendations to the city council; provided, however, if the area fails to qualify, the department designated by the city manager to enforce residential parking permit regulations may conduct additional surveys, if in the department's opinion the area is sufficiently impacted by nonresidential uses and further counts may be reasonably warranted.
- (d) Upon receipt of the findings and recommendations of the department designated by the city manager to enforce residential parking permit regulations, the city council shall set a public hearing and may by resolution designate such area as a permit parking district and set the hours of regulation.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-105. - Parking limitations; posting of signs.**

Upon designation by the council of a permit parking district, the department designated by the city manager to enforce residential parking permit regulations shall designate within the district an adequate number of on-street parking spaces to reasonably ensure sufficient parking to residents and visitors of residents of the district. In such district, appropriate signs giving notice of the designation of the district as a permit parking district will be posted restricting all parking during the hours specified on such signs, except parking by the holders of permits for that district granted under this division.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-106. - Resident and tenant permits.**

- (a) When an area has been designated as a permit parking district, each residential unit in the particular district may be issued by the department designated by the city manager to enforce residential parking permit regulations a maximum of two permits entitling owned vehicles to park in the

restricted district. No vehicles shall receive a permit for more than one permit parking district at the same time.

- (b) Upon showing proof of residency, any tenant living in a permit parking district who operates a vehicle may be issued, by the department designated by the city manager to enforce residential parking permit regulations, a permit entitling such vehicle to park in the restricted district. A vehicle may be entitled to a permit during such time as the tenant resides at the location designated on the application for the permit itself, and the permit shall automatically become void when the tenant vacates that location.
- (c) The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit(s)

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-107. - Visitor permits.**

Every resident of a permit parking district shall be entitled to three portable visitor permits that shall be used for visitors of the residents of the area. Every tenant of the district shall be entitled to one portable visitor permit; provided that, if two or more tenants occupy the same rental unit, the tenants shall be entitled to a maximum of one visitor permit per rental unit. Tenants in rental units with available off-street parking for visitors shall not be entitled to a visitor's pass. The department designated by the city manager to enforce residential parking permit regulations may require an exterior inspection of the tenant property prior to the issuance of a permit. Where off-street parking exists at the tenant address, permits shall be issued only if the number of off-street spaces is less than the maximum number of tenant permits which may be issued for the rental unit.

At such time as the number of the number of residential parking permits exceeds the number of available on-street designated parking spaces such that adding more permits would cause undue congestion, the issuance of tenant visitor passes may be suspended.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-108. - Special permits; exemptions.**

- (a) Each resident and tenant of a permit parking district may obtain from the department designated by the city manager to enforce residential parking permit regulations special parking permits for stated times on a temporary basis for meetings, gatherings, funerals, social occasions and similar events occurring at the residential unit of the individual requesting the special permit. Application for a special permit shall be made 24 hours in advance to the department designated by the city manager to enforce residential parking permit regulations in writing stating the time and duration for which the permit is requested, the address and the approximate number of vehicles contemplated. It shall be unlawful for any person requesting a special permit to abuse this section or make false statements in requesting a special permit. Upon violation, the department designated by the city manager to enforce residential parking permit regulations shall immediately cancel all permits issued to the individual and the individual shall be subject to prosecution for violation of this division.
- (b) Any truck or vehicle providing repairs, deliveries or other services to a resident of the area shall be exempted from the provisions of this division.

(Ord. No. 2008-050, 1-7-09)

### **Sec. 12-109. - Obedience to parking regulations.**

No permit issued pursuant to this division shall entitle a person to park a vehicle on yellow lines in bus stops, loading zones, or fire hydrant or other prohibited zones, or to violate any applicable parking law.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-110. - Permits to be property of city; confiscation of permits.**

All permits issued under this division shall remain the property of the city. A resident permit found on a vehicle not registered at an address in the permit parking district shall be summarily confiscated by the department designated by the city manager to enforce residential parking permit regulations.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-111. - Permit fees.**

Fees will be charged as follows for permits issued under this division:

- (1) Owner occupant vehicle permits: \$5.00 per vehicle for a 24-month period
- (2) Tenant vehicle permits: \$10.00 per vehicle for a 6-month period.
- (3) Owner occupant visitor permits: \$1.00 per vehicle.
- (4) Tenant Visitor permits: \$5.00 per vehicle.
- (5) Transfer to another vehicle: \$1.00 per vehicle.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-112. - Violations; citations; penalty.**

- (a) Except as otherwise provided in this division, it shall be unlawful for any person to park a vehicle in a permit parking district without a permit or visitor's permit during any posted hours.
- (b) Upon violation of this division, there shall be attached to such vehicle a citation to the owner thereof that such vehicle has been parked in violation of a provision of this division, stating the bond set by the court for such violation. Every person convicted of a violation of any of the provisions of this division shall be punished for each such violation by a fine of not less than \$25.00.
- (c) Any vehicle parked in violation of a provision of this division for more than 12 consecutive hours shall constitute a public nuisance and shall be summarily towed at the expense of the owner. In such cases, a notice shall be affixed to the vehicle a minimum of 24 hours prior to towing.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-113. - Disposition of fees and fines.**

The funds derived from parking permits and fines as provided in this division are hereby levied and assessed to provide for the proper regulation and control of traffic upon the public streets, and to cover the cost of the supervision, inspection, installation, operation, maintenance, control, enforcement and regulation of the parking of vehicles in the permit parking district created by this division.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-114. - Denial or cancellation of permit.**

The department designated by the city manager to enforce residential parking permit regulations shall have the power to deny the issuance of a permit under this division or cancel an existing permit if the vehicle is not an owned vehicle or the vehicle does not meet the criteria of this division, or if any individual is abusing the rights and privileges granted under this division. Upon cancellation of a permit, it shall be unlawful to use it, and the holder shall surrender the permit to the department designated by the city manager to enforce residential parking permit regulations immediately upon request.

(Ord. No. 2008-050, 1-7-09)

**Sec. 12-115. - Appeals.**

Any person aggrieved by the denial or cancellation of a permit under this division shall have the right to appeal such denial or cancellation to the head of the department designated by the city manager to enforce residential parking permit regulations upon written notice to the head of the department designated by the city manager to enforce residential parking permit regulations within ten days of such denial or cancellation.

(Ord. No. 2008-050, 1-7-09)

**Secs. 12-116—12-119. - Reserved.**

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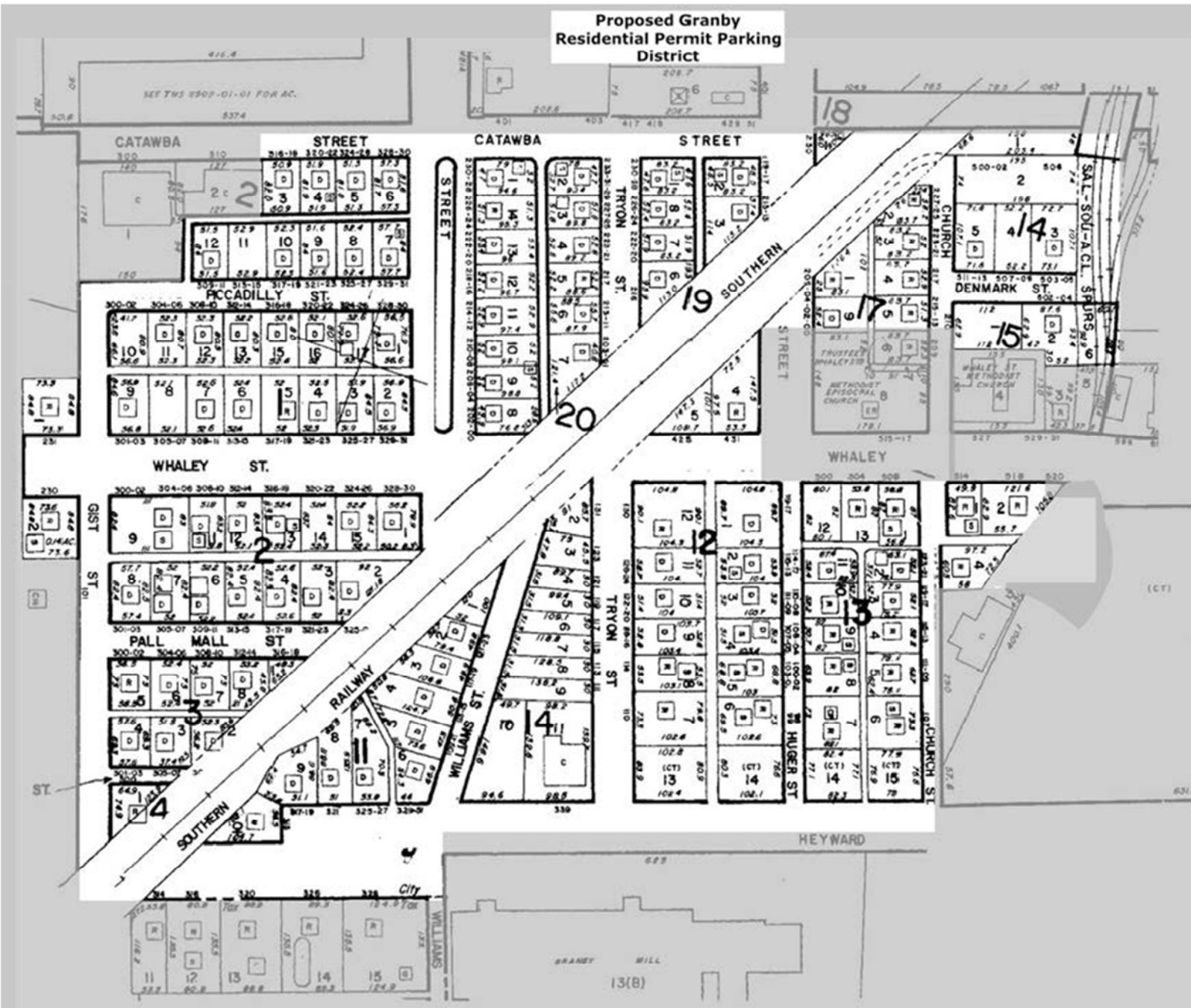
FOOTNOTE(S):

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--- (3) ---

**Editor's note**— Ord. No. 2008-050, adopted Nov. 5, 2008, amended and restated former Div. 3, §§ 12-101—12-115, in its entirety to read as herein set out. Former Div. 3 pertained to the same subject matter and derived from the Code of 1979. ([Back](#))

Proposed Granby Residential Permit Parking District





**PROPOSED OLYMPIA  
RESIDENTIAL PERMIT  
PARKING DISTRICT**

**CITY OF COLUMBIA**  
**SOUTH CAROLINA**

OFFICE OF THE CITY MANAGER / P.O. BOX 147 / COLUMBIA, S.C. 29217

May 14, 2003

Mr. John Radney  
U.S. Marshall's Service  
1845 Assembly Street  
Columbia, S.C. 29201

Dear Mr. Radney:

This letter is to inform you that I am authorizing the U.S. Marshall's Office in Columbia as an agency which can write City of Columbia parking tickets on property controlled by the U.S. Government within the corporate limits of the City of Columbia.

This is being done in accordance with the Code of Ordinances of the City of Columbia, South Carolina, Chapter 12, Motor Vehicles and Traffic, Article II, Stopping, Standing and Parking, Division 2, Parking Meter Zones, Sec. 12-79, as amended by Columbia City Council May 7, 2003.

Should you have any questions, please contact John Spade at 545-3070.

Sincerely,

Charles Austin  
Interim City Manager

# Richland County Council Request of Action

## **Subject**

Hold Workshop with SCDOT re: Transportation Penny IGA [**PAGES 65-125**]

## **Reviews**

## Richland County Council Request of Action

**Subject:** Hold Workshop with SCDOT re: Transportation Penny IGA

### **A. Purpose**

Council is requested to provide direction with regards to holding a workshop with the SC Department of Transportation (SCDOT) regarding the Intergovernmental Agreement (IGA) associated with the Transportation Penny.

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

Councilman Jackson made the following motion at the May 21, 2013 Council Meeting:

*Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax.*

*The referendum was passed on November 6, 2012, the county starts collecting the penny on May 1, 2013. Currently we do not have an IGA or a Transportation Director / Engineer. This is a priority and needs to be done immediately. Every day without a transportation person and an IGA puts us behind. [Jackson]*

Council has approved proceeding with an IGA similar to that of York and Beaufort Counties. This was determined after reviewing the components of various IGA's SCDOT has with other counties with either the Transportation Penny, or the Capital Projects Sales Tax. This document is attached for your convenience. Staff has obtained copies of the York and Beaufort IGA's, which are also attached here for your convenience.

Administration has also held meetings with SCDOT representatives regarding the forthcoming IGA. However, at this time, it is Administration's recommendation that we wait until we hire the County's Transportation Penny Director so that this individual may meet with SCDOT representatives, and finalize the County's proposed IGA. The Director's input on this document is crucial. (Note: The Administrator anticipates making an offer for the Transportation Penny Director position by mid to late June. It is understood that time is of the essence with regards to this position, the IGA with SCDOT, and the bonds. Unfortunately, the County was set back almost 5 months because of the appeals filed by Mr. Letts. However, again, staff understands the urgency of this, and all Transportation Penny associated matters.) It is further recommended that once the Transportation Penny Director and SCDOT formulate a draft / proposed IGA, a Work Session be held to review the document. Therefore, a Work Session is ultimately recommended, but at this time, such a meeting may be premature.

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

Motion at May 21, 2013 Council Meeting by Councilman Jackson.

### **D. Financial Impact**

There is no financial impact associated with holding a Work Session with the SCDOT.

**E. Alternatives**

1. Approve the request to immediately hold a Work Session with the SCDOT regarding the Transportation Penny IGA.
2. Approve the request to hold a Work Session with the SCDOT regarding the Transportation Penny IGA after the Transportation Penny Director and SCDOT formulate a draft / proposed IGA.
3. Do not hold a Work Session with the SCDOT regarding the Transportation Penny IGA.

**F. Recommendation**

Have a workshop with Council with South Carolina Department of Transportation ASAP on the IGA with the Penny Sales Tax.

Recommended by: Norman Jackson, May 21, 2013

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 6/13/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean

Date: 6/14/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. When the IGA is drafted, Legal should be a part of those discussions.

**Administration**

Reviewed by: Roxanne Ancheta

Date: 6/17/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: While a Work Session is highly advised, and will be held, it is recommended that we wait until we hire the County's Transportation Penny Director so that this individual may meet with SCDOT representatives, and finalize the County's proposed IGA. The Director's input on this document is crucial. (Note: The Administrator anticipates making an offer for the Transportation Penny Director position by mid to late June. It is understood that time is of the essence with regards to this position, the IGA with SCDOT, and the bonds. Unfortunately, the County was set back almost 5 months because of the appeals filed by Mr. Letts. However, again, staff understands the urgency of this, and all Transportation Penny associated matters.) Once the Transportation Penny Director and SCDOT formulate a draft / proposed IGA, a Work Session will be held to review the document with Council, and for Council to provide input and direction. The Legal Department will be a critical component of the IGA, and will, therefore, be part of these discussions.



**Cooperative Intergovernmental Agreement  
between  
Beaufort County, South Carolina  
and the  
South Carolina Department of Transportation  
For  
The Beaufort County Transportation Sales and Use Tax Projects**

THIS AGREEMENT is made this 18<sup>th</sup> day of March, 2008, by and between Beaufort County, hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in Local Question Number 2A on the November 7, 2006 General Election ballot; and,

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

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

WHEREAS, the County and the Department have agreed to work together on the Beaufort County Transportation Sales and Use Tax Projects,

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

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to construct and improve transportation facilities throughout Beaufort County as specified in Local Question Number 2A on the November 7, 2006 General Election ballot.

B. Description of Work

The proposed projects are as listed in Attachment "A". The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The

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

C. Scope of Work

The scope of the Program has been set forth in Local Question Number 2A on the November 7, 2006 General Election ballot. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the actions of the Beaufort County Council and applicable State law.

II. COMMUNICATIONS:

A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level.

1. The County Engineer and/or the designated County Representative shall meet with the Program Manager from the Department on a monthly basis.
2. Additional coordination meetings will be planned and mutually agreed upon as necessary to the coordinate the work.

B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

A. To the extent permitted by existing South Carolina law, the Department hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the Department's part, or the part of any

employee or agent of the Department in the performance or participation in the work undertaken under this Agreement.

- B. Upon final completion of Projects on the state system, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.F.5 herein.

IV. OBLIGATIONS OF THE COUNTY:

- A. To the extent permitted by existing South Carolina law, the County hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on the County's part, or the part of any employee of the County in performance of the work undertaken under this Agreement.
- B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.
- C. The cost of the Program shall be borne solely by Beaufort County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.

V. GENERAL PROVISIONS:

A. Conformance:

All work shall be designed and constructed in conformance with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets – 2001", the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", "Preconstruction Survey Manual," all SCDOT directives and instructional bulletins, or other standards officially adopted by the Department, and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. The County and the Department understand that the Projects must be completed within the financial constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the financial constraints of the Program; and, if the County desires to deviate from the provisions of the

Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review and concurrence. The Department shall respond to the County within 30 business days of the time the County submits the request for review. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO. Should the County and the Department be unable to resolve any issue related to the design or deviations from the applicable standards, the State Highway Engineer will make the final decision for roads that are to remain in the state system for maintenance.

B. Planning Activities

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

- Public involvement
- Funding
- Environmental considerations including determination of necessary environmental documentation
- Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available, the local Lowcountry COG traffic projections would be supplied by the Department for use in these planning activities. Where these LCCOG traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- Right of way issues and impacts
- Constructability
- Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County

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

- I. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions

and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Make all necessary modifications to approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. All work performed must be in accordance with the Department's Environmental Consultant Scope dated June 14, 2005 and any amendments thereafter. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department. The County will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements. All permit conditions set by the regulatory agencies must be reviewed and approved by the Department for all roads in the state system.

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

The County shall conduct required public involvement meetings for each Project in accordance with NEPA regulations. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by the County. The County shall notify representatives of the Department in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required. Projects shall not be advanced to right of way acquisition and/or construction phases until final approval of environmental documentation is obtained.

C. Design Activities

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

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will comply with the Department's current edition of the "Preconstruction Survey Manual".
3. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002.
4. Upon completion of the work, the County shall certify that the contract documents have been prepared in conformance with the provisions of Items 1, 2, and 3 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.
5. For federally eligible projects that are potentially funded in whole or in part by the Department or FHWA, all design services shall comply with all applicable federal and state statutes and regulations from the commencement of the project. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
6. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use SCDOT's "Pavement Design Guidelines" dated February 2003 for determination of proposed pavement structure, amended as necessary to include current

SCDOT materials specifications. The Department's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to the County within 30 business days of the time the County submits the pavement design for review.

7. The Department will provide reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, preliminary, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 30 business days of the time the County submits the review documents to the Department. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the County is not required to consider the comments in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Projects on state maintained roadways and/or those receiving state or federal funds shall not be advanced to R/W or construction until written authorization is provided by the Department. The Department's written "authority to proceed" with construction shall serve as approval of right of entry and encroachment by the Department for construction of the Project by the County. The Department agrees to provide written notice of "authority to proceed" or review comments for the final plans within 30 business days of the time the County submits the final plans for review.
8. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

#### D. Utility Activities

1. Utility relocations will be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior Rights may be established by the following means:
  - a. The Utility holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
  - b. The Utility occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.

2. Where the utility cannot establish a prior right of occupancy, the utility will be required to relocate at its own expense. However, in some cases, the County may elect to use Program funds for all or part of such utility relocation costs.
3. Utility work will be coordinated and executed in accordance with Chapter 5 of the SCDOT Design Manual and Section 105.6 of the SCDOT construction manual.
4. If Federal funds are used for utility relocations, the County shall comply with the applicable State law and the Federal Code (23 CFR 645 A and B) for those utility relocations.
5. Utilities to remain in SCDOT rights of way, or to be relocated to a point within SCDOT rights of way, shall be in accordance with SCDOT's "A Policy for Accommodating Utilities on Highway Rights of Way."
6. The County will honor the terms of any pre-existing agreements between SCDOT and a utility owner.
7. The County will provide utility deliverables as defined in Section VI-E.

E. Right of Way Acquisition Activities

1. The County shall acquire all right-of-way necessary for highway purposes in its own name. Acquisition of rights-of-way to be turned over to SCDOT and rights-of-way for projects that may or will be using federal funds shall be acquired in accordance with the *United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, P.L. 91-646, 42 U.S.C. §§4601 et seq.*, and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedures Act. Title instruments acquired on those routes shall be documented on SCDOT standard forms. The County shall acquire right of way title in fee simple for any Project that utilization of federal funding is contemplated. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Highway Design Manual and the SCDOT Road Design Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway. With respect to the acquisitions:

The County Shall for Federally Eligible Projects

- a. Perform title searches for properties to be acquired and provide SCDOT a Certificate of Title signed by a South Carolina attorney. Preliminary title abstracts must be provided prior to property being appraised.

- b. In accordance with SCDOT's Appraisal Manual, provide an acceptable appraisal for each tract by an appraiser from SCDOT's approved appraisal list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. The County shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The Appraisal reviewer shall be approved by the SCDOT. The reviewed appraisal must be approved by the SCDOT's right-of-way representative prior to the offer to purchase being made to the Landowner.
- c. Secure approval from the SCDOT's right of way representative for any settlement above the approved appraisal.
- d. Titles shall be in fee simple absolute by recordable warranty deeds unless otherwise approved by SCDOT. All titles shall be recorded in the land records of Beaufort County.
- e. In the event of condemnation the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 *et. seq.*, will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. Condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.
- f. Retain all records dealing with property acquisition and all other costs associated with this project for 3 years after the final phase of construction work on the Project. The County or its authorized representative upon request will make such records available for audit and review.
- g. The County is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right of way acquisition process.
- h. Provide relocation assistance in accordance with the SCDOT's Relocation Manual. All relocation housing payment offers shall be approved by the SCDOT prior to being offered to displacees. The County shall issue 90 and 30-day notices of displacement in accordance with State and federal guidelines.
- i. The County shall be responsible for the disposition of all identified improvements being acquired on the Project prior to the obligation date of the construction. The County shall furnish SCDOT with a list of all surplus properties that are purchased on a Project that are to be conveyed to it. Surplus property is defined as property not needed for

current or planned future projects. Proceeds received from the sale of surplus property shall be distributed based on the funding source used to secure the property.

- j. Establish specific milestone dates for the different phases of the right-of-way acquisition and provide bi-monthly reports indicating the status of each individual parcel.
- k. Provide a Right-of-Way Certification in a form acceptable to SCDOT insuring that all property necessary for construction of the Project has been secured and that all displacees have been relocated prior to advertising for construction bids.

The Department Shall for Federally Eligible Projects:

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

F. Construction Activities

- 1. The County will construct the Projects in conformance with the technical sections of the Department's Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County must obtain approval from the Department if there is a circumstance where there may be any significant deviation from the contract documents.
- 2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
- 3. To the extent applicable, materials shall be procured in accordance with Beaufort County Procurement Procedures and in conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal (23CFR635) and State statutes and regulations.
- 4. The County shall provide administrative, management, Quality Control, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in conformance with the specifications set forth in the contract documents. The inspectors and/or engineers performing Quality Control or other inspections shall be certified and/or licensed in South Carolina. The

County shall ensure testing is performed based on project quantities in accordance with the Department's Construction Manual.

5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is substantially complete, the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. As used herein, "Substantial Completion" shall mean when an entire road or other transportation facility is ready for safe use by the public. The County shall require that the deficiencies identified on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department's road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.
6. The Department shall conduct Quality Assurance (QA) oversight services on all construction projects on state maintained roadways at the discretion of the State Highway Engineer. Quality Control (QC) and independent QA testing shall be performed by the County as defined by the Department based on Project quantities and in accordance with the Department's Construction Manual. The County shall provide the test results and all other Quality Control/Quality Assurance documentation to the Department upon request. Where materials tested do not meet specification requirements based QA testing procedures, the County will notify SCDOT within three days of the tests being completed. The costs for these services shall be part of the total project cost. The Department shall invoice the County for reimbursement for costs incurred as part of the QA oversight activities. The County and the Department will work together to coordinate QA services.

7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
  - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
  - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
  - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
  - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
  - e. Erosion control reviews will be made on a schedule as required in the NPDES General Construction Permit. Erosion Control reviews will be made in accordance with the Department's Supplemental Specification on Seeding and Erosion Control Measures dated August 15, 2001. Observations will be documented on the Department's Erosion Control form. The County will apply for and acquire all necessary land disturbance permits such as the NPDES General Construction Permit in the name of the County. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.
8. The County shall obtain SCDOT concurrence prior to awarding any contract involving state or federal funding. The County will include the required Federal Aid Contract Provisions for all contracts that will or may use federal funding.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this Agreement. Traffic control activities shall be in accordance with the MUTCD, the SCDOT District 6 Daytime Lane Closure policy (current edition), and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone.

B. Maintenance of Projects

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

C. Tie-in Agreements

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

D. Encroachment Rights

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written approval of the final construction plans by the Department as outlined in Section V.C.7 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County within 10 business days of receipt for review to assure that those proposed improvements described in the permit applications will not conflict with the Project plans. The County shall review the applications and return comments within 10 business days.

From and after execution of this Agreement, the Department hereby grants the County access to the Project corridors for the purposes of gathering field

information necessary for accomplishing the planning, design, and right of way aspects of the Program. The County will publish an Eminent Domain notice for the Projects in accordance with the Eminent Domain Act Section 28-2-70(c).

E. Close-out Documents

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

1. Planning documents
  - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
  - a. As described elsewhere in this agreement
  - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
  - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
  - d. Final Stormwater Reports
3. Right of way documents
  - a. Appraisals
  - b. Title search information
  - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
  - d. Correspondence with property owners
  - e. Diaries or agents worksheets related to the acquisition of right of way
4. Construction documents
  - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, two marked-up sets of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. "As-built" plans must be drawn to scale, and be based on the project survey stationing. These plans will include as-built information for utilities. These plans will be sufficient to establish the precise location of all utilities and appurtenances as well as provide key information for future determination of the extent of prior rights. "As-built" utility plans must include at a minimum the following:

- Survey centerline, and existing roadway centerline if different, with labeled stationing.
  - Existing and new right of way lines, and County easement lines
  - Final location of utility lines and appurtenances
- b. Test reports
  - c. Daily construction diaries
  - d. Maintenance Manuals
  - e. Final Completion Documents
5. Other documents
    - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
    - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
    - c. All permits of government regulatory agencies
  6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
    - a. The cost of preliminary engineering.
    - b. The cost of right of way acquisitions.
    - c. Construction cost broken down by roadway cost and bridge cost.
    - d. Total cost of the project.

F. Certifications

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

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

G. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

VII. Miscellaneous General Provisions:

A. Disputes

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

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

B. Successors/Assigns

The County and the Department each binds itself, its successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

The County will provide opportunities for Disadvantaged Business Enterprises as required by state or federal laws or regulations. The County will coordinate with SCDOT's DBE Office when establishing goals for specific projects that include Federal Funding. The parties hereto and their

agents shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement or the work provided for herein. Where required the parties hereto and their agents shall carry out applicable requirements of 49 C.F.R. Part 26 in the administration of this Agreement.

D. Enforceability

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

E. Amendment

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

F. Waiver

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

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of Beaufort County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

In the event that any part or provision of this Agreement shall be determined to be invalid and/or unenforceable, the remaining parts and provisions which

can be separated from the invalid and/or unenforceable provision or provisions shall continue in full force and effect.

I. Captions

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

J. Notices

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

Notices to County:

Mr. Bob Klink  
Beaufort County Engineer  
Beaufort County Engineering Division  
PO Drawer 1228  
Beaufort, SC 29901-1228

Notices to Department:

South Carolina Department of Transportation  
Attn: State Highway Engineer  
PO Box 191  
Columbia, SC 29202

K. Further Documents

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

L. Assignment

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

M. No Third-party Beneficiaries

No rights in any Third-party are created by this Agreement, and no person not a party to this Agreement may rely on any aspect of this Agreement,

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

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

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

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

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

P. Reviews and Approvals

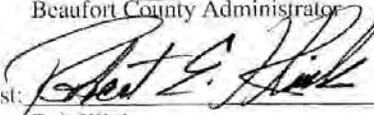
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

BEAUFORT COUNTY

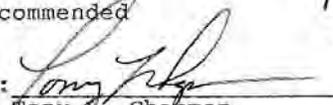
By:   
Gary Kubic  
Beaufort County Administrator

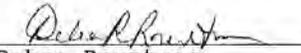
Attest:   
Bob Klink  
Beaufort County Engineer

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

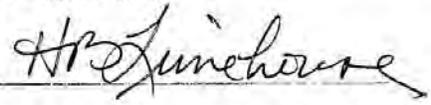
SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

Recommended

By:   
Tony L. Chapman  
Deputy Secretary  
for Engineering

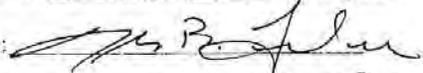
By:   
Debra Rountree  
Deputy Secretary for  
Finance & Administration

*MCC  
JWB  
RIP*

By: 

Print Name: H.B. Limehouse, Jr.

Print Title: Secretary for Transportation

Attest: 

Print Name: Douglas B. MacFarlane

Print Title: Director Contract Services  
& Special Projects

CERTIFICATION OF DEPARTMENT

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

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

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

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

3/14/08  
(Date)

  
(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Administrator and duly authorized representative of the COUNTY, whose address is PO Drawer 1228, Beaufort, South Carolina , 29901 and that neither I nor the above COUNTY I here represent has:

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

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

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

2/29/08  
(Date)

  
\_\_\_\_\_  
COUNTY  
(Signature)

Certification for Grants, Loans, and Cooperative Agreements

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

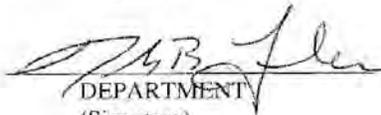
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an officer or employee of a member of Congress in connection with the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

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

2/29/08  
(Date)

  
\_\_\_\_\_  
COUNTY  
(Signature)

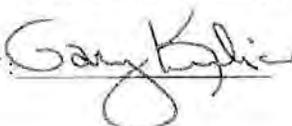
3-14-08  
(Date)

  
\_\_\_\_\_  
DEPARTMENT  
(Signature)

COUNTY  
DRUG-FREE WORKPLACE CERTIFICATION

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

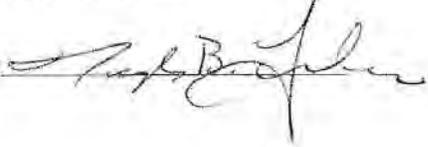
- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the COUNTY's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) Establishing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

COUNTY: 

DEPARTMENT  
DRUG-FREE WORKPLACE CERTIFICATION

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

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

DEPARTMENT: 

**Attachment "A"**  
**Project List**

<b>Project Number</b>	<b>Project Name</b>	<b>Project Description</b>	<b>Estimated 1% Sales Tax Funds</b>
No. 1	Bluffton Parkway – Phase 5 (US 278 Alternate)	New Road Construction from Buckwalter Parkway to Mackays Creek	\$50,000,000
No. 2	US 278 Improvements	From Sea Pines Circle to SC 170	\$28,000,000
No. 3	SC 170 Widening	From Bluffton Parkway to Tide Watch Dr.	\$6,000,000
No. 4	US 17 Widening	From US 21 to Colleton County Line	\$5,000,000
No. 5	US 21 (Boundary Street) Improvements	From Broad River Road to Palmetto Street	\$9,500,000
No. 6	Boundary Street Parallel Road	New Road Construction from SC 170 to Palmetto Street	\$4,200,000
No. 7	SC 802 (Ribaut Road) Improvements	From Lenora Drive to Lady's Island Drive	\$600,000
No. 8	US 21/SC 802 (Lady's Island Drive) Widening	From Ribaut Road to Sea Island Parkway	\$35,500,000
No. 9	Planning & Engineering for a Northern Beaufort ByPass	From Grays Hill to Lady's Island	\$6,000,000
No. 10	SC 802 (Savannah Highway) Widening	From SC 170 to Parris Island Gateway	\$7,200,000
<b>TOTAL:</b>			<b>\$152,000,000</b>

**Attachment "B"**  
**Issue Escalation and Dispute Resolution Process**

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

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

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

**RECEIVED**

NOV 7 2007

**STATE HIGHWAY  
ENGINEER'S OFFICE**

November 6, 2007

Mr. Tony L. Chapman  
South Carolina Department of Transportation  
Division Director, Engineering  
955 Park Street  
Columbia, South Carolina 29201

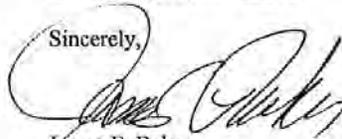
RE: 2003 York County Project Sales and Use Tax Program  
Intergovernmental Agreement

Dear Mr. Chapman:

Please find enclosed two fully executed copies of the intergovernmental agreement (IGA) between the South Carolina Department of Transportation and York County for the 2003 Capital Projects Sales and Use Tax Program.

We sincerely appreciate your support in this matter as York County continues to strive towards excellence in road improvement initiatives throughout the County. Should you have any questions, please feel free to contact me at (803) 684-8511 or our Program Manager, Myron George at (803) 980-2263.

Sincerely,



James E. Baker  
York County Manager

**Enclosures**

cc: Ms. Debra Rountree, Division Director, Finance & Administration  
(without enclosures)  
Mr. Mark Kettlewell, York County Engineer (without enclosures)  
Mr. Myron George, Capital Management & Engineering

**Cooperative Intergovernmental Agreement  
between  
York County, S.C.  
and the  
South Carolina Department of Transportation  
For  
2003 York County Capital Projects Sales and Use Tax Program**

THIS AGREEMENT is made this 15<sup>th</sup> day of October, 2007, by and between York County, South Carolina hereinafter referred to as County, and the South Carolina Department of Transportation, hereinafter referred to as Department.

WITNESSETH THAT:

WHEREAS, the County and the Department desire to work together in the planning and implementation of the projects described in 2003 York County Capital Projects Sales and Use Tax Program approved by public referendum in November of 2003; and,

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

WHEREAS, the Department is an agency of the State of South Carolina that owns and controls the State Highway System and has the authority to enter into contracts necessary for the proper discharge of its functions and duties; and,

WHEREAS, the County and the Department have agreed to work together on the 2003 York County Capital Projects Sales and Use Tax Program, which includes improvements to routes on the State Highway System,

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

I. GENERAL RECITALS:

A. Purpose

The purpose of this work is to improve transportation facilities throughout York County as specified in the 2003 York County Capital Projects Sales and Use Tax referendum.

B. Description of Work

The proposed projects are as listed in Attachment "A" (attached hereto and specifically made a part of this Agreement). The projects listed in Attachment "A" are hereinafter referred to as the "Project(s)" and the collective group of Projects are hereinafter referred to as the "Program". The exact scope of each individual Project shall be determined by the County during the planning phase of each Project. The County shall carry out the specific activities necessary to implement and construct each Project, which includes planning, design, right of way acquisition, construction and other associated coordination and administration activities, unless noted otherwise herein.

C. Scope of Work

The scope of the Program shall be as set forth in the terms of the Ordinance of the York County Council with respect to the Capital Projects Sales Tax Act and the recommendation of the Capital Projects Sales Tax Commission and approved by referendum by York County voters in 2003. Nothing contained in this Agreement shall be construed to require the County to undertake or complete any particular Project in the Program. Those obligations shall be solely governed by the terms of the Ordinance of the York County Council, the Capital Projects Sales Tax Act, actions of the York County Council and applicable State law.

II. COMMUNICATIONS:

- A. The County and Department agree that regular and thorough communication about this work is essential to the effective execution of the Projects. The County and Department further agree that each party will strive to communicate at both the management level and staff level. In an effort to assure that effective communication is occurring on a regular basis, the following regular status meetings are established for the duration of the work.
1. The Chairman of the York County Council and the York County Manager will meet with the Secretary of Transportation and the State Highway Engineer of the Department on an annual basis. This meeting will occur on or about March 1 of each year.
  2. In addition to the meeting in Item 1 above, the York County Manager and the State Highway Engineer of the Department shall meet on a semiannual basis. These meetings will occur on or about February 1 and August 1 of each year.
  3. In addition to the meetings established above, the York County Engineer, or his designee, shall meet with the Program Manager from the Department on a monthly basis.

4. Other coordination meetings may be planned and mutually agreed upon in addition to those listed above as deemed beneficial to the coordination of the work.

B. The Department will provide such technical support and advice as requested by the County to assist in the planning and execution of the Projects.

III. OBLIGATIONS OF DEPARTMENT:

The Department shall act as agent for the County in the review and coordination of documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The Department agrees to expedite the review and approval of necessary environmental documentation as it applies within the Department's authority. The Department further agrees to use its best efforts to coordinate with the Federal Highway Administration (FHWA) on behalf of the County to expedite the approval by FHWA of required environmental documentation.

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

B. Upon final completion of each Project, the County agrees to assign a right of entry or other property rights necessary for the Department to maintain the Project until such time as all rights of way and other property rights are turned over to the Department after the completion of the Project. The Department agrees to accept the Project in accordance with paragraph V.E.5. herein.

IV. OBLIGATIONS OF YORK COUNTY:

A. To the extent provided by existing South Carolina law, and subject to the terms, conditions, limitations, immunities and cap contained in the South Carolina Tort Claims Act, the county may be responsible for any loss or damages resulting from bodily injury, death, or damages to property determined to have been caused by any negligent act or failure to act on the county's part or any employee of the county in the performance of the work undertaken under this agreement, but the county shall not be responsible or liable for the acts or omissions of third parties, including any independent contractor performing work on any project undertaken under this agreement.

B. The County shall provide or cause to be provided all services necessary for the execution of necessary activities for the planning and execution of each Project in the Program, unless noted otherwise herein.

- C. The cost of the Program shall be borne solely by the County unless additional funding is secured through the Department or other sources or as otherwise provided for in this agreement.
- D. The County shall be responsible for conducting Quality Assurance testing during construction for projects on the State Highway System.

V. GENERAL PROVISIONS:

A. Planning Activities

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

- a. Public involvement
- b. Funding
- c. Environmental considerations including determination of necessary environmental documentation
- d. Traffic requirements for the Projects based on design year traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2005 would yield design year traffic projections for design year 2025. Where available the local Rock Hill-Fort Mill Area Transportation Study (RFATS) traffic projections would be supplied by the Department for use in these planning activities. Where these RFATS traffic projections are not available, the County will make traffic projections based on standard industry methodology for the appropriate design year as indicated above.
- e. Right of way issues and impacts
- f. Constructability
- g. Other issues impacting the planning and execution of the work as deemed appropriate and beneficial to the County.

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

- i. Complying with those stipulations and conditions under which the Department received approval of applicable environmental documents and permits. The County will ensure compliance with all secured permits. The County will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that the County or its agents were responsible for such breach or action causing the enforcement action.

2. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing the Project.
3. Carrying out all required social, economic, and environmental studies required by law, and
4. Updating or extending approved permits as required by law.

The County recognizes that the Department and/or the FHWA or other agencies may have final review and approval authority for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. The County will be responsible for the preparation of necessary permit applications required by any governmental agency that are necessary to complete the Projects and will coordinate and negotiate with the agency to secure the permits. Where required by law, the County shall submit all permit applications as agent for the Department and applications shall be in the name of the Department.

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

**B. Design Activities**

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

1. Since availability of State or Federal funding has not been determined, and since it is the County's desire to proceed with certain aspects of the Projects, the Department shall assign File Numbers and Project Numbers to all Projects for tracking purposes. The County shall use these numbers on all right of way instruments, plans, and permits as applicable.
2. All Project surveys related to the setting of horizontal control, vertical control, mapping, and aerial photography will "substantially comply" (as defined in Attachment "B") with the Department's current edition of the "Preconstruction Survey Manual", included herein by reference and specifically made a part hereof.
3. All work shall be designed in "substantial conformance" (as defined in Attachment "B") with the American Association of State Highway and Transportation Officials (AASHTO) manual entitled "A Policy on Geometric Design of Highways and Streets - 2001", the Manual on

Uniform Traffic Control Devices (MUTCD), the Department's current edition of the "Highway Design Manual", other standards officially adopted by the Department, "Requirements for Hydraulic Design Studies" and the current edition of the Department's "Standard Specifications for Highway Construction" except as noted otherwise in this agreement. The current edition shall be the current edition as of the beginning of the design work for each Project. Where there is a significant delay in the completion of the design of a Project, the most current specifications may be incorporated into the contract documents. It is the intent of both the County and the Department to design the projects in compliance with AASHTO and SCDOT Design Manual standards. However, both parties recognize that from time to time exceptions to these standards may be required. Such exceptions will be granted if both parties agree. The County and the Department understand that the Projects must be completed within the constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the constraints of the Program; and, if the County desires any substantial deviation to the provisions of the Department's "Highway Design Manual", or other Department standards or policies, the County shall submit a description of the deviation to the Department for review. The Department shall respond to the County within 15 business days of the time the County submits the request for review. Should the County not receive a response from the Department within this time frame, the County will submit the issue for resolution as described in Attachment "C"-Issue Escalation and Dispute Resolution Process" (attached hereto and specifically made a part of this Agreement). After submission to the resolution process, if the County has not received a final decision within the timeframes indicated in Attachment "C", the County may proceed with the design as it deems appropriate. The County shall perform all design services in accordance with State and Federal statutes and regulations, and standards established by AASHTO.

4. Bridge structures shall be designed using SCDOT Bridge Design memoranda, SCDOT Seismic Design Specifications for Highway Bridges dated 2001 including 2002 Interim Revisions, and AASHTO LRFD Bridge Design Specifications, 2004, including the latest Interim Specifications. All structural components of the Projects shall comply with the AASHTO Standard Specifications for Highway Bridges, 17<sup>th</sup> Edition, 2002.
5. Upon completion of the work the County shall certify that the contract documents have been prepared in "substantial conformance" with the provisions of Items 2, 3 and 4 above. The County shall require that all construction plans and specifications be sealed by a South Carolina registered professional engineer.

6. For Projects that are funded in whole or in part by the Department or FHWA, all design services shall be procured to meet all applicable federal and state statutes and regulations. In the event that state or federal funding becomes available for one or more of the Projects during the course of the Program, and in the event that the County should desire to utilize these funds, the parties shall cooperate with regard to amendments to this Agreement that may be required to secure that funding. Such amendments will provide for policies and procedures including direct Department administration or assistance with administration of the Project that would be most advantageous in securing that funding.
7. Pavement designs will be developed based on ten-year traffic projections. The base year for these projections will be the scheduled date that construction is anticipated to begin. The County will use standard AASHTO pavement design procedures for determination of proposed pavement structure.
8. At the request of the County, the Department will provide reviews of the Project concept plans and reports developed by the County at the inception of each Project and provide written review comments to the County. The Department will also provide courtesy reviews of the design plans and other contract documents and provide written comments to the County. Plans or other design documentation will be sent to the Department at the following stages of the Project: concept, right of way and final design. Design reviews will be accomplished by the Department and review comments will be returned to the County within 15 business days of the time the County submits the review documents to the Department except that for final plan review the Department will return the review comments within 30 business days. The County will notify the Department at least two weeks in advance of the submission of documents to be reviewed. Should the review comments not be returned within the designated period, the comments may not be considered in the revisions to the plans. Comment or failure to comment by the Department shall in no way relieve the County or its agents of any responsibility in regard to the Project. Along with the submission of the final plans, the County will provide a written certification to the Department stating that the final plans have been prepared in "substantial conformance" with the concept validation report. The Department agrees to provide written authorization and/or review comments for the final plans within 30 business days of the time the County submits the final plans for review. The Department's written authorization shall serve as approval of right of entry and encroachment from the Department to the County for construction of the Project.
9. In the event that any Project cost exceeds \$25 million and federal funding is sought by the County through the Department, the County shall perform a value engineering analysis as required by 23 C.F.R. Part 627.

C. Utility Activities

1. The County will plan and coordinate activities necessary for the relocation, protection or maintenance of utilities within the Project corridors as necessary for the construction of the Projects.
2. Utility relocations will generally be paid based on prior rights. Where a utility establishes a prior right of occupancy in its existing location, the County will be responsible for the cost of that relocation, including all real and actual costs associated (engineering, easements, construction, inspections, and etc.). Prior rights may be established by the following means:
  - a. The utility owner holds a fee, an easement, or other real property interest, the taking of which is compensable in eminent domain.
  - b. The utility owner occupies Department right of way, and per an existing agreement with the Department, is not required to relocate at its own expense.
3. Where the utility owner cannot establish a prior right of occupancy, the utility owner will be required to relocate at its own expense. However, in some cases, the County may elect to use County funds for all or part of such utility relocation costs.
4. The County will prepare and obtain necessary agreements with railroads as required for the construction of the Projects.
5. To the extent federal funds may hereafter be proposed to be used, the County shall comply with the provisions of 23 C.F.R. Part 645, Subparts A and B.
6. Utilities to remain in Department rights of way, or to be relocated to a point within Department rights of way, or to be relocated within rights of way or easements to be turned over to the Department, shall be relocated in "substantial conformance" with the Department's "A Policy for Accommodating Utilities on Highway Rights of Way." The County and the Department understand that the Projects must be completed within the constraints established by the approved public referendum for the Program and adherence to all Department policies and standards may not be possible within the constraints of the Program; and, if the County desires any substantial deviation to the provisions of the Department's "A Policy for Accommodating Utilities on Highway Rights of Way.", or other Department standards or policies related to utility relocations, the County shall submit a description of the deviation to the Department for review. The Department shall respond to the County within 15 business days of the time the County submits the request for review. Should the County not

receive a response from the Department within this time frame, the County may proceed with the relocation as it deems appropriate.

7. For all utilities owned by York County and existing in Department's rights of way or easements, whether these utilities are there under authority of a current prior rights agreement or encroachment agreement approved by the Department, such utilities can occupy the new rights of way or easement areas secured by York County for the Projects.
8. After a Project is completed and turned over to the Department, York County may install future utilities within the right of way or easement area secured for the Project by York County without payment of consideration if the following conditions are met:
  - a. there is sufficient physical space to install the utility within the right of way easement area, and
  - b. the utility installation will be in accordance with the Department's policy for installing such a utility, and
  - c. an encroachment permit is submitted by the County and approved by the Department.
9. The County will honor terms of any pre-existing agreements between the Department and a utility owner relating to establishment of a prior or vested right that would entitle the utility owner to compensation for the removal or relocation of utilities necessary for the construction of the Project.
10. The County will provide utility deliverables to the Department as defined in Section VI. F. 4.

D. Right of Way Acquisition Activities

1. The County will acquire property in fee simple and secure any easements in accordance with all Federal and State laws and regulations, including but not limited to the United States Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (the "Uniform Act") P.L. 91-646, 42 U.S.C. §§4601 et seq., and regulations thereunder, 49 C.F.R., Part 24 and the South Carolina Eminent Domain Procedure Act ("The Act") as amended.
2. In the event of condemnation, the necessary documents as required by the Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-10 et. seq. will be prepared and the County will utilize its Eminent Domain authority to acquire title. The County will provide legal counsel. If negotiations fail, condemnation shall be by way of trial after rejection of the amount tendered as provided in Code § 28-2-240.

3. All right of way or easements will be secured in the name of York County. When each Project is completed the County will convey its rights for all right of way and easements, as described in Section V.D.5 below, secured by the County to the Department; however, the County will retain its rights for installation or maintenance of County owned or controlled utilities within the rights of way or easements secured for the Project in accordance with Section V.C. Utility Activities of this Agreement. The County will deliver to the Department the close-out documents as indicated in Section VI, F., 3. All pertinent "highway structures" (as defined in Attachment "B") shall be incorporated within the right of way limits established for the Project.
4. For Projects that will be partially or totally funded by State or Federal funds, the County will provide a Right of Way Certification to the Department indicating the total number of tracts involved in the Project, the method of acquisition, interests acquired, and if the acquisitions are complete. Also to be included are the total number of displacees, whether the displacee is a business, residential or personal property along with assurances that all relocations are completed prior to advertising the Project for construction. The Department and the County agree that in some instances a conditional certification may be acceptable to allow the Project to proceed to construction.
5. The County shall use reasonable care in determining whether there is reason to believe that property to be acquired for rights of way or easements may contain concealed or hidden wastes or other materials or hazards requiring remedial action or treatment. When there is reason to believe that such materials may be present, the County shall secure rights of entry through easements or permissions in lieu of title.
6. The County shall perform title searches for properties to be acquired and provide the Department with a Certificate of Title signed by a South Carolina attorney. The right of way documents will be turned over to the Department at the end of the Project or for Projects where State or Federal funds are used for the acquisition of rights of way, the Certificates of Title used for the acquisition process may be submitted to the Department when the right of way certification is provided to the Department. Also, for Projects where State or Federal funds are used for right of way acquisition, the County will provide the right of way agent's worksheet to the appraiser along with the preliminary title research information.
7. For Projects that will use State or Federal funds for right of way acquisition purposes, the County will provide an appraisal for each tract, if required, by an appraiser from Department's approved appraisal list. Upon request by the County, the Department agrees to add appraisers to the Department's approved appraisal list or otherwise reject the appraiser and

notify the County of its actions within 60 days of submission of the request by the County. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. If required by the Uniform Act, the County shall obtain review appraisals complying with the guidelines of the Uniform Act and a recommendation for just compensation shall be made. If the Project will use State or Federal funds for right of way acquisition purposes, the review appraisal must be approved by the Department prior to the offer of purchase being made to the Landowner. The Department agrees to provide review and approval of the appraisal and review appraisal within fifteen (15) days of submittal for approval by the County. If no State or Federal funds are used for right of way acquisition on a Project, a County official will approve just compensation.

8. Titles shall be in fee simple absolute by recordable warranty deeds or by condemnation unless otherwise approved by the Department. All titles shall be recorded in the land records of York County.
9. The County will retain all records dealing with property acquisition and all associated costs for the Project for three (3) years after the final phase of construction work on the Project, unless the records are turned over to the Department before that time. Upon thirty (30) days prior written notice to the County Manager by the Department, the County will make such records available for audit and review by the Department. The County shall make available an authorized representative to assist the Department in the audit.
10. For Projects that use State or Federal funds for the purposes of right of way acquisition, the County will establish and maintain a Quality Control and Assurance procedure for the right of way acquisition process.
11. Relocation assistance will be provided by the County in conformance with the Uniform Act. For Projects that use State or Federal funds for the purposes of right of way acquisition, all such relocation housing payment offers shall be approved by the Department prior to being offered to the displacee. The Department agrees to review and approve or provide review comments to the County within fifteen (15) calendar days of the County's submittal for approval. If the Department does not respond to the County's submittal for approval within this time frame, the Department hereby authorizes the County to proceed with the offer to the displacee. The County shall issue 90 and 30 day notices of displacement in accordance with state and federal guidelines.
12. For Projects that use State or Federal funds for the purposes of right of way acquisition, the County will provide monthly reports indicating the status of each individual tract for review by the Department.

E. Construction Activities

1. The County will construct the Projects in “substantial conformance” with the technical sections of the Department’s Standard Specifications for Highway Construction and related AASHTO standards as called for in the construction contract documents. The County will notify the Department if there is a circumstance where there may be any significant deviation from the contract documents.
2. The County and the Department agree to conduct a final inspection of the completed Project prior to acceptance of the work by the Department.
3. To the extent applicable, materials shall be procured in accordance with York County Procurement Procedures in general conformance with the S.C. Code Ann. §§ 11-35-10 et seq., as amended, Department standard policies, and applicable Federal and State statutes and regulations.
4. The County shall provide administrative, management, and other services sufficient to provide certification to the Department that the construction and the materials used for construction are in “substantial conformance” with the specifications set forth in the contract documents.
5. The County shall coordinate with the Department during the construction of the work. When the County concludes that all aspects of the Project have been properly and fully performed and the work is “substantially complete” (as defined in Attachment “B”), the County shall notify the Department of the date for final inspection of the work. The County and the Department shall jointly conduct the final inspection and develop a Final Project Punchlist, list of items that need remedial action, if necessary. The County shall require that the actions on the Final Project Punchlist are appropriately addressed and shall advise the Department in writing of the completion of those actions. The date of this notice shall then become the date of Final Completion. The Department agrees to respond to the County within 30 calendar days from the time the County submits the Final Completion notification. If the Project does not include additional centerline miles and comments are not provided in 30 days, the Department will provide written notice that the Project will be accepted for maintenance. If additional centerline miles are created by the Project and all comments are addressed, the Project will be presented by Department staff to the Department Commission. The Commission will determine if additional mileage is to be accepted by the Department. In the event that additional miles of secondary roads are added to the Department road system in the County through the Program improvements, an equal mileage of the Department’s road system will be turned over to the County for maintenance. The exact roads to be exchanged for maintenance purposes will be as mutually agreed between the County and the Department.

6. The Department may conduct Independent Quality Assurance (QA) testing at its own discretion. The County and the Department will work together to coordinate the QA testing. All costs associated with QA testing performed by the Department will be borne by the Department. The Department shall perform QA testing, based on Project quantities, in accordance with the Department's Construction Manual and shall provide the test results of the testing to the County. Where materials tested do not meet specification requirements, the County will be notified of the deficiencies within three days of the tests being completed.
7. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, the County and the Department agree as follows:
  - a. Weekly Project field reviews will be made by the County and the Department's construction representatives to discuss project status, mutual concerns and construction issues.
  - b. Contract documents will be furnished to the Department so that QA testing can be planned and performed.
  - c. Copies of test results will be submitted to the Department so test data and results can be coordinated. Periodic reviews of test reports and summaries will be made by the Department.
  - d. Project traffic control reviews for safety and specification compliance will be made and documented on the daily report by the County.
  - e. Erosion control reviews will be made on an as needed basis, but at least on a weekly basis. Erosion Control reviews will be made in accordance with the Department's Standard Specifications for Highway Construction, Edition 2007, included herein by reference and specifically made a part hereof, on Seeding and Erosion Control Measures. Observations will be documented on the Department's Erosion Control form. The County will comply with any NPDES requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with NPDES requirements.

VI. OTHER PROVISIONS:

A. Maintenance of Traffic

The County shall require that its contractors keep open to traffic all existing State highways while they are undergoing improvements except for temporary construction detours or closures and shall be responsible for maintaining the entire section or sections of highway within the limits of the work being performed from the time its construction contractor is issued the Notice to Proceed until the Project is delivered to the Department under the terms of this

Agreement. Traffic control activities shall be in accordance with the MUTCD and the Department's standard guidelines and standard drawings for maintenance of traffic in a work zone. Any closure of a state owned road must be approved in writing by the Department.

**B. Maintenance of Projects**

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

**C. Tie-in Agreements**

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

**D. Encroachment Rights**

The Department shall deliver possession of its highways to the County in the same manner and under the same terms it does to highway contractors working under contract with it and hereby grants encroachment and access rights to the right of way and easements along the proposed Project corridors as set forth below. This possession shall be delivered after approval of the final construction plans as outlined below.

1. When a construction Project has been awarded by the County, the County will notify the Department of the anticipated Notice to Proceed date for the contract. After written authorization of the final construction plans by the Department as outlined in Section V.B.8 above and on the Notice to Proceed date for construction, the County and/or its agents will assume maintenance responsibilities for the Project.
2. Where applications from landowners for encroachment permits with regard to any segment of road covered by the Program are received by the Department, it will forward those applications to the County for review to

assure that those proposed improvements described in the permit applications will not conflict with the Project plans.

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

E. Bikeways

The County has planned for bikeway provisions along some of the proposed Projects. The bikeway provisions will be coordinated with the other adopted bikeway plans of the municipalities and the Department including EDM No. 22. Planned bikeway projects are noted on Attachment "A".

F. Close-out Documents

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

1. Planning documents
  - a. Copies of required environmental documents such as Environmental Assessments
2. Design documents
  - a. As described elsewhere in this agreement
  - b. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991)
  - c. Electronic files of the Final Project plans as described in the Department's "Road Design Reference Material for Consultant Prepared Plans".
3. Right of way documents
  - a. Appraisals
  - b. Title certificates
  - c. Deeds sufficient to convey to the Department the additional highway right of way acquired by the County. The quality of title shall be the same as acquired from the landowner by the County.
  - d. Correspondence with property owners
  - e. Diaries or agents worksheets related to the acquisition of right of way

4. Construction documents
  - a. As-built drawings. In addition to those documents set forth elsewhere in this Agreement, the County shall provide, within 90 days after Final Completion, a marked-up set of final construction drawings reflecting the as-built condition of each Project based on information provided by the construction contractor and verified by the County. The "as-built" plans will include as-built information for utilities relocated utilities as a result of the Project.
  - b. Test reports
  - c. Daily construction diaries
  - d. Maintenance Manuals
  - e. Final Completion Documents
5. Other documents
  - a. Assignments to the Department of all contractors' payment and performance bonds in connection with the Project or Consents of Surety on the Department's standard form.
  - b. Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
  - c. All permits of government regulatory agencies.
6. Financial Information relative to GASB 34 reporting. At completion and acceptance of the work performed on Department owned roadways:
  - a. The cost of preliminary engineering.
  - b. The cost of right of way acquisitions.
  - c. Construction cost broken down by roadway cost and bridge cost.
  - d. Total cost of the project.

G. Certifications

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

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

H. Warranty

1. The County warrants that it will perform the work necessary under this agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. To the extent the County's construction contractor warranties are obtained in

connection with any Project intended to be turned over to the Department, the County shall assure that those warranties are assignable.

2. The County shall take all steps necessary to transfer to the Department any manufacturer or other third party warranties of any materials or other services used in the construction of a Project.

## VII. MISCELLANEOUS GENERAL PROVISIONS:

### A. Disputes

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

Any dispute or claim arising out of or related to this Agreement shall be submitted for resolution under the procedures outlined in Attachment "C". Should a decision agreeable to the County and the Department not be reached within the framework of the "Issue Escalation and Dispute Resolution Process" as outlined in Attachment "C", an ad hoc board, the Dispute Resolution Board, will be selected pursuant to the procedures identified below. The Dispute Resolution Board will consist of two members of the County and two members of the Department. These four members shall choose a fifth member employed neither by the County or the Department. This fifth member shall be a mediator certified in the State of South Carolina. The cost for the mediator shall be shared equally between the County and the Department. The board shall be empanelled as described in Attachment "B" and shall hear all disputes between York County and the Department relating to this Agreement that cannot be resolved through the normal resolution process outlined in the Issues Escalation chart. Exhaustion of this Dispute Resolution Process is a condition precedent to the filing of a lawsuit. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in York County, South Carolina.

### B. Successors/Assigns

The County and the Department each binds himself, his successors, executors, administrators, and assigns to the other party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

C. Disadvantaged Business Enterprises

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

D. Enforceability

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

E. Amendment

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

F. Waiver

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

G. Governing Law

This Agreement shall be governed by the laws of the State of South Carolina, and by execution of this Agreement, the parties consent to the exclusive jurisdiction of the courts of York County, South Carolina, for resolution of any dispute arising hereunder.

H. Severability

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

I. Captions

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

J. Notices

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

Notices to County:

York County  
P.O. Box 66  
York, SC 29745  
Attention: County Manager  
Cc: Melvin B. McKeown, Jr.  
McKeown Law Firm  
P.O. Box 299  
York, SC 29745-0299

Notices to Department:

South Carolina Department of Transportation  
Attn: Division Director of Construction, Engineering and  
Planning  
Post Office Box 191  
Columbia, South Carolina 29202

K. Further Documents

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

L. Assignment

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

M. No Third-party Beneficiaries

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

N. Multiple Counterparts

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

O. Prior Agreements, Entire Agreement

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

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

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

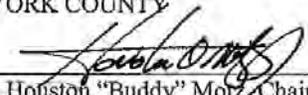
P. Reviews and Approvals

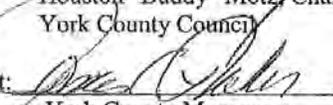
Any and all reviews and approvals required of the parties herein shall not be unreasonably denied, delayed or withheld.

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

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

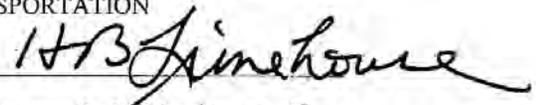
YORK COUNTY

By:   
Houston "Buddy" Motz, Chairman  
York County Council

Attest:   
York County Manager

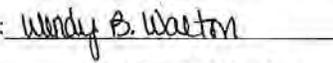
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

By: 

Print Name: H. B. Limehouse, Jr.

Print Title: Secretary of Transportation

Attest: 

Print Name: Wendy B. Walton

Print Title: Executive Assistant

CERTIFICATION OF DEPARTMENT

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

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

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

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

9/13/07  
(Date)

  
(DEPARTMENT Signature)

CERTIFICATION OF COUNTY

I hereby certify that I am the County Manager and duly authorized representative of the COUNTY, whose address is P.O. Box 66 – 6 S. Congress Street, York, South Carolina, and that neither I nor the above COUNTY I here represent has:

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

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

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

10/15/07  
(Date)

  
(COUNTY Signature)

Certification for Grants, Loans, and Cooperative Agreements

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

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

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

10/15/07  
(Date)

  
(COUNTY Signature)

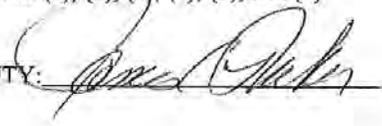
9-13-07  
(Date)

  
(DEPARTMENT Signature)

COUNTY  
DRUG-FREE WORKPLACE CERTIFICATION

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

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

COUNTY: 

DEPARTMENT  
DRUG-FREE WORKPLACE CERTIFICATION

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

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

DEPARTMENT: 

**Attachment "A"**  
**Project List**

- \*1 Mt. Gallant Road (Anderson to Celanese)
- 2 Various Intersections:
  - (2a) Highway 5/Reservation Road Intersection
  - (2b) Bird Street/University Road Intersection
  - (2c) Highway 49/Paraham Road Intersection
  - (2d) SC 55/Rhyne Road Intersection
  - (2e) Mt. Gallant Road/Paraham Road Intersection
  - (2f) SC 321/Ferguson Ridge Road/Ridge Road Intersection
  - (2g) Porter Road/Firetower Road Intersection
  - (2h) Shiloh/Highway 5 Intersection
  - (2i) SC 324/Cameron Intersection
  - (2j) Rawlinson Road
- 3 SC 55 East of Clover
- \*4 Fort Mill Southern By-pass
- \*5 Highway 49/211/97/Nimitz Loop
- 6 Tega Cay/Gold Hill Road Connector
- 7 Highway 274 Corridor:
  - (7a) Adnah Church/Hwy 161/Hwy 274
  - (7b) Adnah Church/Hwy 5/Eastview Rd
  - (7c) Eastview Rd/Falls Rd
  - (7d) Falls Rd/Robertson Rd
  - (7e) Robertson Rd/Neely Rd
- 8 US 21 (End of Cherry 5-lane to Sutton Road)
- 9 N/A
- 10 White Street Rail Crossing and Re-align
- \*11 McConnells Highway (Heckle to 324)
- \*12 Mt. Gallant Road (Dave Lyle to Anderson)
- 13 SC 557 (Kingsburry to Hwy 49)
- 14 Ebinport Road (Cherry to India Hook)
- \*15 SC 160 (Tom Hall to County Line)
- 16 Riverview Road (Eden Terrace to 161)
- \*17 Highway 72 (SC 901 to Rambo Road)
- 18 N/A
- \*19 Mt. Gallant Road (Celanese to Twin Lakes)
- 20 SC 274/279 (Pole Branch Road)
- 21 Ebenczer Road (Frank Gaston to 161)
- 22 Springhill Farm Road
- 23 SC 51 (US 21 to NC line)
- 24 Eden Terrace (Bradley to Anderson)
- 25 Highway 160 (Gold Hill to Zoar)

\* Projects with proposed bikeway facilities

**Attachment "B"**  
**Definitions**

**Highway Structures-** Items necessary for constructing and maintaining highways as shown on typical sections developed for each project.

**Substantially Complete** An entire road or other transportation facility is ready for safe use by the public.

**Substantial Conformance/Substantially Comply-** Conformance to the degree necessary to render the constructed facility adequate for the intended use and meeting most written provisions of the Department's Planning, Design, and Construction manuals and all related AASHTO standards except as specifically altered by exception to these AASHTO standards.

**Attachment "C"**  
**Issue Escalation and Dispute Resolution Process**

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

<b>SCDOT (PLANNING, DESIGN, RIGHT OF WAY ISSUES)</b>	<b>SCDOT (CONSTRUCTION ISSUES)</b>	<b>COUNTY</b>	<b>WORK DAYS</b>
<b>Regional Production Group Engineer</b>	<b>District Engr. Administrator</b>	<b>County Engineer</b>	<b>2</b>
			
<b>Director of Preconstruction</b>	<b>Director of Construction</b>	<b>County Engineer</b>	<b>3</b>
			
<b>Dep. State Hwy. Engineer</b>	<b>Dep. State Hwy. Engineer</b>	<b>County Manager</b>	<b>5</b>

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

# Richland County Council Request of Action

**Subject**

2013 National Aviation Week Proclamation [**PAGES 126-129**]

**Reviews**

# Richland County Council Request of Action

**Subject:** 2013 National Aviation Week Proclamation

**A. Purpose**

County Council is requested to approve a request to proclaim August 18 – 24, 2013 as National Aviation Week in Richland County and issue a suitable proclamation.

**B. Background / Discussion**

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

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

It is appropriate, therefore, that the Council promotes aviation and its airport during this annual celebration. A proclamation has been drafted and provided as Appendix 1 for consideration and issuance.

**C. Legislative / Chronological History**

Similar proclamations in honor of National Aviation Week have been presented by Richland County Council in 2011 and 2012.

**D. Financial Impact**

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

**E. Alternatives**

The alternatives available to County Council follow:

1. Approve the request to issue the proclamation.
2. Do not approve the request to issue the proclamation.

**F. Recommendation**

It is recommended that Council approve the request to proclaim August 18 – 24, 2013 as 2013 National Aviation Week in Richland County and issue a suitable proclamation.

Recommended by: Christopher S. Eversmann    Department: Airport    Date: 6/4/13

## **G. Reviews**

### **Finance**

Reviewed by: Daniel Driggers

Date: 6/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

### **Legal**

Reviewed by: Elizabeth McLean

Date: 6/11/13

Recommend Council approval

Recommend Council denial

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

### **Administration**

Reviewed by: Tony McDonald

Date: 6/11/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval.

## Appendix 1

### Richland County Council Proclamation:

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

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

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

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

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

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

Whereas, The Owens Field Municipal Airport, named in honor of Columbia’s “Flying Mayor” Dr LB Owens, was first opened in 1930 and has provided a base for commercial, military, and general aviation in Richland County over the course of its 83 year history; and

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

Now, therefore, the Richland County Council takes pride in proclaiming August 18<sup>th</sup> through 24<sup>th</sup>, 2013 as

### NATIONAL AVIATION WEEK

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

# Richland County Council Request of Action

## **Subject**

Staff Recognition for Wellness Efforts [**PAGES 130-133**]

## **Reviews**

# Richland County Council Request of Action

Subject: Request for Staff Recognition for Wellness Efforts

## **A. Purpose**

County Council is requested to invite winners of the Golden Apple Awards and participants in the “Healthy in 12” program to attend a County Council meeting. The “Healthy in 12” Program was funded by Coventry Health Care of the Carolinas and presented by Doctors Wellness Center. The request is to recognize these employees in the Council meeting as the Council deems appropriate.

## **B. Background / Discussion**

1. Richland County employees who have utilized the Wellness Incentive program to make healthy changes to their lifestyles are recognized through the Golden Apple Awards. Each month the Wellness Coordinator selects an award winner and features that person in an article in the Richland County newsletter. Winners share their success stories and (if they wish) provide before-and-after statistics and pictures.

Past winners have been recognized for achievements such as these:

- Attaining more healthy weight and BMI (One award winner lost 50 lbs.)
  - Improving blood pressure and cholesterol numbers
  - Eating more fruits and vegetables, eating less meat and fewer processed foods
  - Cutting down on snack foods, sweets, starches, and carbonated drinks
  - Walking regularly, beginning exercise programs, and/or participating in long-distance running
  - Being able to enjoy sports more fully because of increased fitness levels
2. “Healthy in 12” is a comprehensive twelve-week, medically-based program that identifies employees’ current health and lifestyle risk factors and addresses those factors through an evidence-based nutrition and exercise prescription. 22 County employees participated in the first session of the “Healthy in 12” program, with 77% seeing significant weight loss, BMI loss, and reduction in blood pressure. The “Healthy in 12 Program” is presented by Doctors Wellness Center. Several employees also had their physician either reduce and/or discharge their prescription medication.

Here are a few of the most impressive statistics from last year’s “Healthy in 12” program:

- Average weight loss during the 12-week program = 19 lbs.
- Average BMI loss during the 12-week program = 2.8 kg
- Average body fat loss during the 12-week program = 2.9%
- Average waist circumference loss during the 12-week program = 3.3 in.
- Average systolic BP loss during the 12 week program = 13.3 mm Hg
- Average diastolic BP loss during the 12 week program = 8.3 mm Hg
- 2 employees had their hypertension prescriptions discharged

- 1 employee avoided being prescribed hypertension medication
- 1 employee had cholesterol prescription discharged
- 1 employee had reflux prescription discharged
- 1 employee significantly reduced his insulin dosage

The program has been so successful we have continued this program for an additional 30 employees in three seasonal groups in 2013. In addition, we have allocated funds to allow the first group of participants to continue with a 12-week maintenance program in 2013.

**C. Legislative / Chronological History:**

This is a staff-initiated request; therefore, there is no legislative history.

**D. Financial Impact**

No financial impact is anticipated.

**E. Alternatives**

1. Approve the request to invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting and recognize them by name.
2. Approve the request in part by inviting Golden Apple Award winners and participants in the “Healthy in 12” to attend a County Council meeting and recognize them by name as well as by other means that the Council deems appropriate.
3. Do not approve the request invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting.

**F. Recommendation**

It is recommended that Council invite Golden Apple Award winners and participants in the “Healthy in 12” program to attend a County Council meeting and recognize them by name.

Recommended by: Dwight Hanna      Department: Human Resources      Date: 6/7/13

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers      Date: 6/13/13  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**Legal**

Reviewed by: Elizabeth McLean      Date: 6/14/13  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation:

**Administration**

Reviewed by: Tony McDonald      Date: 6/14/13  
 Recommend Council approval       Recommend Council denial  
 Comments regarding recommendation: Recommend approval.

# Healthy in 12



**Healthy in 12** is a comprehensive twelve week medically-based program designed to make your life better. The program begins with a thorough annual physical and full lab work-up to identify current health and lifestyle risk factors. Our program will address your risk factors by emphasizing an evidence-based nutrition and exercise prescription to achieve weight loss, improve energy and fitness, reduce blood pressure and cholesterol, and positively impact heart disease and diabetes.

## *Nutrition Information*

### Nutrition Pre-Assessment

- Health/lifestyle screening
- Realistic goal setting
- Nutrition game plan

### 12-Weekly Nutrition Counseling Sessions

- Nutrition information to prepare you for a healthy lifestyle change
- Dietary recall with specific feedback
- Cognitive behavior therapy
- Recipes
- Menu Planning
- Grocery Store Tour

### Nutrition Post-Assessment

- Discussion of healthy lifestyle changes
- Current nutrition plan
- Maintenance eating plan
- Final measurements

## *Fitness Information*

### Gym Membership

- 3-Month Wellness Membership

### Fitness Pre-Assessment

- Medical history
- Healthy/lifestyle screening & risk analysis
- Cardiovascular fitness sub-max V02 test
- Cardiovascular measurements (bloodpressure, heart rate, blood O2 levels)
- Body composition measurements (body fat %, body mass index, waist & hip measurements & waist-to-hip ratio)
- Individualized exercise prescription

### 12 Weeks of Supervised Exercise Sessions

- 2x a week personal training sessions
- Cardiovascular Rx and Musculoskeletal Rx
- Corrective exercises and Rehabilitation
- Discussion of healthy lifestyle changes
- Maintenance exercise Rx



**Doctors** *Wellness* **Center**

Item# 12

# Richland County Council Request of Action

## **Subject**

Petition to Close a Portion of Pinner Road **[PAGES 134-148]**

## **Reviews**

## Richland County Council Request of Action

**Subject:** Petition to Close a Portion of Pinner Road

**A. Purpose**

Council is requested to consider a petition filed with the Circuit Court to close a portion of Pinner Road, which is in Richland County and is, or at some time was, maintained by the County.

**B. Background / Discussion**

Petitioner filed with the Circuit Court to close a portion of Pinner Road, which is in Richland County and is, or at some time was, maintained by the County. Pinner Road is located to the west of the intersection of U.S. Highway 321 and Stebondale Road. All property owners either on or abutting Pinner Road were named in the petition. Petitioner requests that the court abandon or close the roadway and vest title with the all abutting landowners. A copy of the petition is attached for your convenience (including a plat view of the area). Please note that the complaint fails to name Richland County in the caption. Petitioner (City of Columbia) intends to file an amended complaint and serve such complaint on the County.

The Legal Department now needs Council's guidance in answering this lawsuit.

**C. Legislative / Chronological History**

None. This is a new lawsuit.

**D. Financial Impact**

No known financial impact at this time.

**E. Alternatives**

1. Approve petitioner's request to close the subject road and direct Legal to answer the suit accordingly.
  
2. Deny petitioner's request to close the road, state reasons for such denial, and direct Legal to answer the suit accordingly.

**F. Recommendation**

Council's discretion.

Recommended by: Elizabeth McLean    Department: Legal    Date: 6/16/13

**G. Reviews**

**Finance**

Reviewed by Daniel Driggers:

Date: 6/20

Recommend Council approval

Recommend Council denial

Recommend Council discretion

Comments regarding recommendation:

Item# 13

**Emergency Services**

Reviewed by: Michael Byrd

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The issue with this request is that seven parcels will be adversely affected by the closing of this road. Additionally, closing this road would impact emergency response times. If the road is closed emergency vehicle access must be assured.

**Planning**

Reviewed by: Tracy Hegler

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: The Planning Department does not have review or permitting authority for property within the City of Columbia. Our records indicate Pinner Road is wholly within the City.

**Public Works**

Reviewed by: David Hoops

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

**Legal**

Reviewed by: Brad Farrar

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Policy decision/Council discretion

**Administration**

Reviewed by: Sparty Hammett

Date: 6/21/13

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF Richland )  
 )  
 City of Columbia )  
 )  
 Plaintiff(s) )  
 )  
 vs. )  
 )  
 Sherry R. Phillips, et al., )  
 )  
 Defendant(s) )

IN THE COURT OF COMMON PLEAS  
 CIVIL ACTION COVERSHEET

2012-CP - 40-8300

(Please Print)  
 Submitted By: Peter M. Balthazor, Assistant City Attorney  
 Address: Post Office Box 667  
 Columbia, South Carolina 29202

SC Bar #: 68244  
 Telephone #: 803) 737-4242  
 Fax #: (803) 737-4250  
 Other:  
 E-mail: pmbalthazor@columbiasc.net

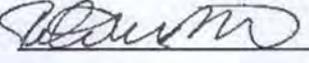
NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

- \*If Action is Judgment/Settlement do not complete
- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
  - This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
  - This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
  - This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |   |   |
|---|--|---|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>  | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20__-CP-____</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>   | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Libel (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input checked="" type="checkbox"/> Other (499)<br/><i>Road Closing 857-9-10</i></li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstate Driver's License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul>  | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCJOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Commission (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |   |   |

Submitting Party Signature: 

Date: 12.14.12

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
C/A NO.: 2012 -CP-40-\_\_

City of Columbia, )  
 )  
Petitioner, )

vs. )

Sherry R. Phillips, Mary Ann )  
Lovejoy, Cedric T. Bass, The )  
Columbia College, Jean Mack, )  
Nancy Johnson and Ronnie )  
Johnson, Heyward Hill, and Jonas )  
Abraham and Tabitha S. Stewart, )  
 )  
Respondents. )

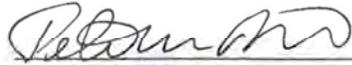
**CERTIFICATE OF EXEMPTION  
FROM ADR**

JEANETTE W. McBRIDE  
S.C.P. & G.S.  
2012 DEC 14 PM 3:15  
RICHLAND COUNTY  
FILED

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ADR BECAUSE:

- this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus or prohibition;
- this action is appellate in nature;
- this is a post-conviction relief matter;
- this is a contempt of court proceeding;
- this is a forfeiture proceeding brought by the State;
- this is a case involving a mortgage foreclosure;
- the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this civil action; or,
- OTHER: real property - road closing proceedings.**

---



Peter M. Balthazor  
Office of the City Attorney  
Post Office Box 667  
Columbia, South Carolina 29202  
(803) 737-4242  
Attorneys for Condemnor

December 4, 2012  
Columbia, South Carolina

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

IN THE COURT OF COMMON PLEAS  
FIFTH JUDICIAL CIRCUIT  
C/A NO.: 2012 -CP-40-\_\_

City of Columbia, )  
Petitioner, )

vs. )

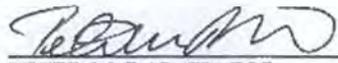
Sherry R. Phillips, Mary Ann )  
Lovejoy, Cedric T. Bass, The )  
Columbia College, Jean Mack, )  
Nancy Johnson and Ronnie )  
Johnson, Heyward Hill, and Jonas )  
Abraham and Tabitha S. Stewart, )

Respondents. )

**SUMMONS**

RICHLAND COUNTY  
FILED  
2012 DEC 14 PM 3:15  
JEANETTE W. McBRIDE  
C.C.P. & G.S.

YOU ARE HEREBY SUMMONED and required to answer the Petition herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this Petition upon the Petitioner, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Petition within the time aforesaid, Petitioner will apply to the Court for the relief demanded in the Petition and judgment by default will be rendered against you for the relief demanded in the Petition.



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Columbia, South Carolina 29202  
Telephone: (803) 737-4242  
Facsimile: (803) 737-4250  
Attorney for the Defendants

Columbia, South Carolina  
December 14, 2012

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF RICHLAND )  
 )  
 City of Columbia, )  
 )  
 Petitioner, )  
 )  
 vs. )  
 )  
 Sherry R. Phillips, Mary Ann )  
 Lovejoy, Cedric T. Bass, The )  
 Columbia College, Jean Mack, )  
 Nancy Johnson and Ronnie )  
 Johnson, Heyward Hill, and Jonas )  
 Abraham and Tabitha S. Stewart, )  
 )  
 Respondents. )

IN THE COURT OF COMMON PLEAS  
 FIFTH JUDICIAL CIRCUIT  
 C/A NO.: 2012 -CP-40-\_\_

**PETITION TO CLOSE  
 PUBLIC ROAD  
 (PINNER ROAD)**

2012 DEC 14 PM 3:15  
 JEANETTE W. McBRIDE  
 C.C.P. & G.S.  
 RICHLAND COUNTY  
 FILED

Petitioner would respectfully show unto this Court that:

1. Petitioner City of Columbia is a municipality in the State of South Carolina and is subject to the jurisdiction of this Court. Petitioner brings this action pursuant to S.C. Code Ann. § 57-9-10 *et seq.* (Code 1976, as amended).
2. Upon information and belief, Respondent Sherry R. Phillips is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located on Dale Drive as more fully described in that certain deed recorded on October 7, 2008, in Deed Book 1468 at page 1884, TMS #R09313-03-02.
3. Upon information and belief, Respondent Mary Ann Lovejoy is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located on Dale Drive and shown as Lot L, Block 6, College View, as more fully described in that certain deed recorded on December 27, 2000, in Deed Book 469 at page 2533, TMS #R09313-03-03.

4. Upon information and belief, Respondent Cedric T. Bass is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and located at the intersection of Dale Drive and Pinner Road and shown as Lot 23, Block C, as more fully described in that certain deed recorded on June 24, 2004, in Deed Book 949 at page 3834, TMS #R09313-06-01.

5. Upon information and belief, Respondent The Columbia College is a private, liberal arts college doing business in the County of Richland, South Carolina and is subject to the jurisdiction of this Court, and owns real property abutting Pinner Road and shown as Lot 1 and Lot 2, as more fully described in that certain deed recorded on April 9, 2007, in Deed Book 1301 at page 171, TMS #R09313-04-02.

6. Upon information and belief, Respondent The Columbia College is a private, liberal arts college doing business in the County of Richland, South Carolina and is subject to the jurisdiction of this Court, and owns real property abutting Pinner Road containing approximately 1.02 acres, shown as Parcel 1, as more fully described in that certain deed recorded on October 26, 2000, in Deed Book 454 at page 293, TMS #R09313-06-02.

7. Upon information and belief, Respondent Jean Mack is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and shown as Lot 20, Block C, as more fully described in that certain deed recorded on January 5, 2006, in Deed Book 1139 at page 2325, TMS #R09313-06-04.

8. Upon information and belief, Respondent Nancy E. Johnson and Respondent Ronnie Johnson are citizens and residents of Richland County, South Carolina, and own real property abutting Pinner Road and shown as Lot 1, Block G, as

more fully described in that certain deed recorded on October 15, 2003, in Deed Book 863 at page 3850, TMS #R09314-01-23.

9. Upon information and belief, Respondent Heyward Hill is a citizen and resident of Richland County, South Carolina, and owns real property abutting Pinner Road and shown as Lot 11, as more fully described in that certain deed recorded on June 30, 1993, in Deed Book 1148 at page 625, TMS # R09313-05-01.

10. Upon information and belief, Respondent Jonas Abraham and Respondent Tabitha S. Stewart are citizens and residents of Richland County, South Carolina, and own real property abutting Pinner Road and shown as Lot 13, as more fully described in that certain deed recorded on October 9, 2010, in Deed Book 953 at page 464, TMS #R09314-07-11.

11. Upon information and belief, Respondent Richland County is a governmental entity established and operating pursuant to state law. Upon information and belief, Pinner Road is within the County of Richland and Richland County Department of Public Works maintains or maintained Pinner Road as part of its road system.

12. Respondents are subject to the jurisdiction of this court and the court has subject matter jurisdiction to hear this matter.

13. Pinner Road is located in the County of Richland to the west of the intersection of U.S. Highway 321 and Stebondale Road. Exhibit A, attached hereto and incorporated herein by reference hereto, more accurately depicts the location of Pinner Road to be closed.

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14. Petitioner seeks the abandonment and closing of Pinner Road described above as an interested party under Section 57-9-10 *et seq.* of the Code of Laws of South Carolina, 1976, as amended.

15. Petitioner is informed and believes that the general public will in no way be adversely affected by the closing of Pinner Road.

16. Pursuant to Section 57-9-10, *et seq.* of the Code of Laws of South Carolina 1976, as amended, Petitioner has caused a notice of intention to file this Petition to be published in The State Newspaper, a newspaper published in Richland County, once a week for three (3) consecutive weeks, a copy of the notice is attached hereto as Exhibit B. In addition, Petitioner has provided notice of its intention to file this Petition to close to any and all parties who are named as Respondents.

17. Petitioner is informed and believes that upon the abandonment and closing of Pinner Road, hereinabove described, the Court should confirm that the adjoining landowners hold fee simple title to the respective parcels abutting their property:

WHEREFORE, the Petitioner prays as follows:

A. That Pinner Road being more fully hereinabove described, be forever legally abandoned and closed, unencumbered by the rights of the public to use Pinner Road;

B. That any and all rights the general public might have in and to Pinner Road be forever barred;

C. That City of Columbia be confirmed to hold any easement rights in and to the land encompassed by Pinner Road, such easement rights not being affected by the closing of the road and/or the conveyance of fee simple title to the Respondents herein;

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D. That the Respondents be confirmed to hold fee simple title to any of the respective parcels abutting Pinner Road; and

E. For such other and further relief as the Court deem just and proper.



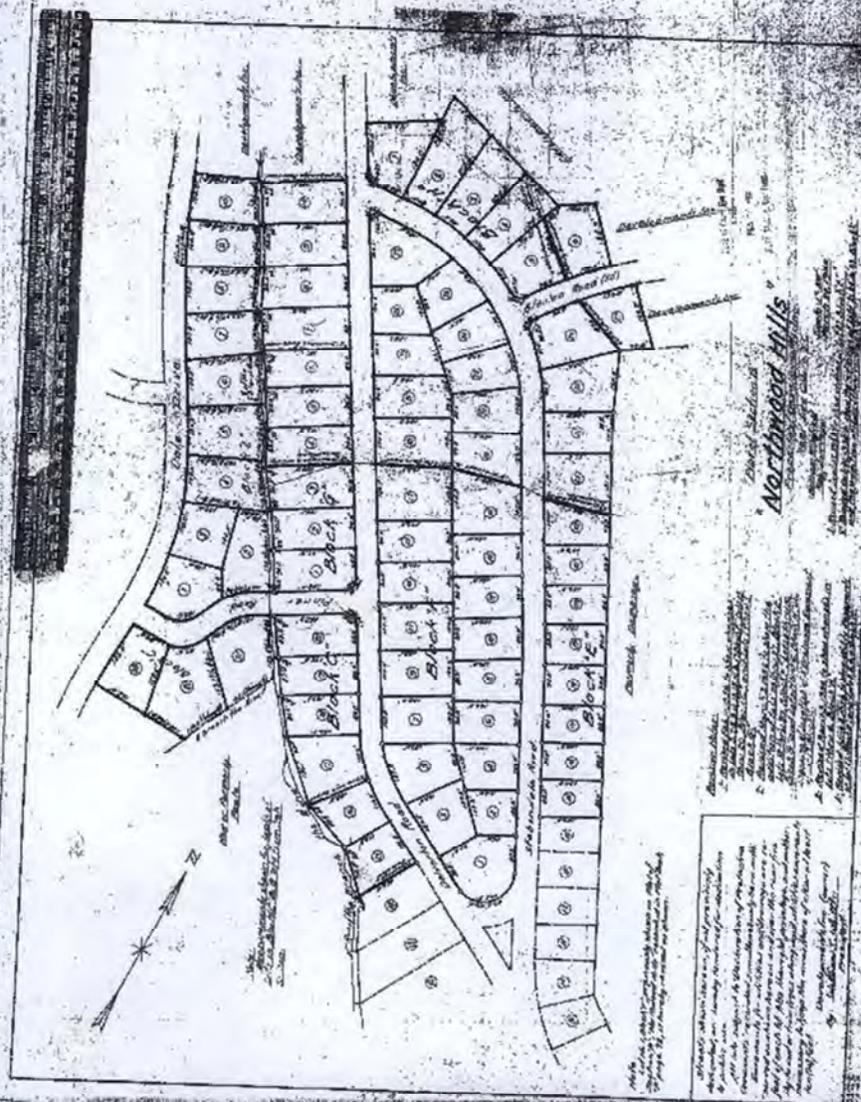
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Attorney for the Defendants

Columbia, South Carolina  
December 14, 2012

EXHIBIT

A



Northwood Hills  
A Subdivision of the  
City of Northwood, Oregon  
The following is a description of the  
lots and blocks shown on the  
plan and is subject to the  
conditions and covenants  
set forth in the  
Declaration of Covenants  
and Conditions attached  
hereto.

12-584

