



## **RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA**

**MARCH 18, 2014  
6:00 PM**

**CALL TO ORDER** **THE HONORABLE NORMAN JACKSON**

**INVOCATION** **THE HONORABLE JULIE-ANN DIXON**

**PLEDGE OF ALLEGIANCE** **THE HONORABLE JULIE-ANN DIXON**

### **Presentation Of Resolutions**

1. a. Richland County Sheriff's Department - Darral Lane Week
- b. Resolution Celebrating March as Red Cross Month [JACKSON]
- c. Resolution Honoring Heathwood Hall's A'ja Wilson as the National High School Player of the Year [LIVINGSTON]

### **Approval Of Minutes**

2. Regular Session: February 4, 2014 - Appraisal for Huger Street Properties [PAGE 8]
3. Regular Session: March 4, 2014 [PAGES 9-18]

### **Adoption Of The Agenda**

### **Report Of The Attorney For Executive Session Items**

4. a. Personnel Matter
- b. Transportation Penny Update

### **Citizen's Input**

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

### **Report Of The County Administrator**

6. a. Richland County Conservation Commission [**PAGES 22-23**]
- b. Comprehensive Plan Update
- c. Richland School District I Election Fees Update

### **Report Of The Clerk Of Council**

7. a. REMINDER: Chairman Jackson's State of the County Address, March 19th, 6:00 PM, Council Chambers

### **Report Of The Chairman**

8. a. Personnel Matter

### **Presentations**

9. a. Bull Street Project
- b. Richland Library/Columbia Museum of of Art Joint Announcement: Robert Gahagan, Chair-Richland Library Board of Trustees
- c. SC Philharmonic: Jude Fox

### **Open/Close Public Hearings**

10. a. An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02

### **Approval Of Consent Items**

11. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to CD/Park7 Columbia SC High Rise Owner LLC; and other related matters [**THIRD READING**] [**PAGES 28-47**]
12. Ordinance to amend the Agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the park (Project Compact) [**THIRD READING**] [**PAGES 48-64**]
13. 14-01MA  
E. B. Purcell  
PDD Amendment (2.99 Acres)  
425 Summit Terrace Court  
23000-03-19 [**THIRD READING**] [**PAGES 65-68**]
14. An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Spring Hill Strategic Community Master Plan" into the plan [**THIRD READING**] [**PAGES 69-**

71]

15. An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Lower Richland Strategic Community Master Plan" into the plan [**THIRD READING**]  
[**PAGES 72-74**]
16. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to University Residences Columbia, LLC; and other related matters [**SECOND READING**]  
[**PAGES 75-96**]

### **Third Reading Items**

17. An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02 [**PAGES 97-99**]
18. An Ordinance Amending Section 26-151, Permitted Uses with Special Requirements; so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI Zoning Districts under certain conditions [**PAGES 100-102**]

### **Report Of Administration And Finance Committee**

19. Reclassification and Promotion Handbook Revisions [**PAGES** ]

### **Report Of Rules And Appointments Committee**

#### **1. Notification Of Vacancies**

20. Accommodations Tax Committee-1
21. Township Auditorium Board-1; there is one vacancy on this board

#### **2. Notification Of Appointments**

22. Lexington/Richland Alcohol and Drug Abuse Council-1; applications were received from the following persons: [**PAGES 117-123**]

Alfred Comfort, III  
John Jacob Loveday

23. Planning Commission-1; one application was received from the following: [**PAGES 125-126**]

Christopher Anderson

24. Board of Assessment Appeals-1; one application was received for this position: [**PAGES 128-130**]

LaShonda Outing

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

25. All applicants for Richland County Boards and Commissions will be afforded a minimum of one week's advance notice as to the date and time of their respective interviews. no exceptions will be made to this rule [PEARCE]
26. Clarification on Taping Council Committee Meetings
27. Central Midlands Council of Governments Appointments

### **Other Items**

28. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:
  - a. 2014 Transportation Investment Generating Economic Recovery (TIGER) Grant Application (s) [PAGES 135-136]
  - b. Construction Engineering Manager [FIRST READING] [PAGES 137-140; 145-146]
  - c. Preconstruction Project Manager [FIRST READING] [PAGES 141-146]

### **Citizen's Input**

29. Must Pertain to Items Not on the Agenda

### **Executive Session**

### **Motion Period**

30. a. Develop souvenirs for Richland County to be sold at the State Museum and stores for tourism purpose [JACKSON]
  - b. Without any statutory requirement to do so, the Richland. County Attorney's Office has been providing advice and counsel to the Richland County Election Commission at no cost for an undetermined length of time. During the past year there has been a notable increase in the amount of time the acting county attorney has been committing to Election Commission issues. This Motion requests that the County Administrator initiate an immediate review and assessment of how much time Richland County is providing legal assistance to the Election Commission. Should the Administrator determine that the County Attorney's commitment of time is excessive to the extent that his duties to Richland County government are being significantly compromised, the Election Commission will either be held financially responsible for this time or they will be asked to employ outside legal counsel. [PEARCE, MALINOWSKI, AND ROSE]
  - c. At time throughout the year Council receives service requests. We need to make sure such requests are responded to in order that those submitting these comments don't feel their comments are totally ignored. Based on this I am making the following motion: Richland County Council, with the assistance of the Legal Department, will develop a system to assure that requests and/or comments received in general by Council members, staff or the Ombudsman's Office are responded to officially. This will eliminate the possibility of the remitter receiving 11 or more different responses/opinions or possibly not receiving any. [MALINOWSKI]

## Adjournment



### **Special Accommodations and Interpreter Services**

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

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

# Richland County Council Request of Action

**Subject**

- a. Richland County Sheriff's Department - Darral Lane Week
- b. Resolution Celebrating March as Red Cross Month [JACKSON]
- c. Resolution Honoring Heathwood Hall's A'ja Wilson as the National High School Player of the Year [LIVINGSTON]

# Richland County Council Request of Action

**Subject**

Regular Session: February 4, 2014 - Appraisal for Huger Street Properties [**PAGE 8**]

a Grand Opening Preview Party and on February 15<sup>th</sup> there will be a press conference and ribbon cutting ceremony. Both events will take place at the Woodrow Wilson Family Home.

#### REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.

#### APPROVAL OF CONSENT ITEMS

- **Appraisal for Huger Street Properties** *{Approval of this portion of the minutes was deferred until clarification is received by Councilman Rush}*
- **Approval of the Richland County Neighborhood Improvement Program Five-Year Project Plan**
- **Richland County Community Garden Program**

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

#### REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

- a. **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for special source revenue credits [Project Park]; and other related matters [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.
- b. **Inducement Resolution relating to the refinancing of the County's \$71,705,000 Environmental Improvement Revenue Refunding Bond, 2003 Series A (International Paper Company Project)** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.
- c. **Ordinance authorizing the issuance of the County's Refunding Bonds to refinance the County's \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) [FIRST READING]** – Mr. Livingston stated that the Committee recommended approval of this item. The vote in favor was unanimous.

# Richland County Council Request of Action

**Subject**

Regular Session: March 4, 2014 **[PAGES 9-18]**



**MINUTES OF  
RICHLAND COUNTY COUNCIL  
REGULAR SESSION  
MARCH 4, 2014  
6:00 PM**

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

**MEMBERS PRESENT:**

Chair	Norman Jackson
Vice Chair	Joyce Dickerson
Member	Julie-Ann Dixon
Member	Paul Livingston
Member	Bill Malinowski
Member	Jim Manning
Member	Greg Pearce
Member	Seth Rose
Member	Torrey Rush
Member	Kelvin E. Washington, Sr.
Absent	Damon Jeter

**OTHERS PRESENT** – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Brad Farrar, Beverly Harris, Rob Perry, Sara Salley, Chris Gossett, Nelson Lindsay, Daniel Driggers, Dwight Hanna, Hayden Davis, John Hixon, Chad Fosnight, Buddy Atkins, Justine Jones, Chanda Cooper, Nancy Stone-Collum, Tracy Hegler, Amelia Linder, Dale Welch, Charlie Fisher, Valeria Jackson, Bill Peters, Annie Caggiano, Rodolfo Callwood, Monique Walters, Michelle Onley

**CALL TO ORDER**

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

**INVOCATION**

The Invocation was given by the Honorable Greg Pearce

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by the Honorable Greg Pearce

### APPROVAL OF MINUTES

**Regular Session: February 18, 2014** – Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

**Zoning Public Hearing: February 25, 2014** – Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

**Regular Session: February 4, 2014 – Appraisal for Huger Street Properties** – Mr. Malinowski moved, seconded by Ms. Dixon, to defer this item until the end of the meeting. The vote in favor was unanimous.

### ADOPTION OF THE AGENDA

Mr. Farrar stated that the Report of the Dirt Road Ad Hoc Committee needed to be added to the agenda under Other Items.

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

### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. SOB Litigation Update
- b. Economic Development Projects
- c. Transportation Penny Update
- d. Personnel Matters
- e. Election Litigation Update
- f. Elections and Voter Registration Update

### EXECUTIVE SESSION

=====  
Council went into Executive Session at approximately 6:08 p.m. and came out at  
approximately 7:13 p.m.  
=====

- a. Transportation Penny Update – No action was taken.
- b. Economic Development Projects – No action was taken.

## CITIZENS INPUT

Mr. Herman Core spoke regarding the Lower Richland Master Plan.

## REPORT OF THE COUNTY ADMINISTRATOR

- a. **Employee Recognition** – Mr. McDonald recognized Ms. Chanda Cooper, Education Program Coordinator for the Richland County Soil and Water Conservation District, for her dedication and hard work in the field of conservation. Ms. Cooper was named the 2013 Outstanding Conservation District Employee by the SC Association of Conservation Districts at the organization’s annual conference.

## REPORT OF THE CLERK OF COUNCIL

No report was given.

## REPORT OF THE CHAIR

- a. **TPAC Request for Non-Voting Members on any selection committee for consultant services for the Transportation Penny** – Mr. Jackson stated that the request is still in discussions.
- b. **Personnel Matter** – This item was taken up in Executive Session.

## PRESENTATION

**Central SC Alliance** – Mr. Mike Briggs gave a brief overview of the Central SC Alliance’s accomplishments during the 20 years it has been in existence.

**POINT OF PERSONAL PRIVILEGE** – Ms. Dixon stated March 5<sup>th</sup> is SC Walk to School Day and asked for Council’s participation.

## OPEN/CLOSE PUBLIC HEARINGS

- **Authorizing Richland County, South Carolina (the “County”) to issue, from time to time or at one time, in one or more issues or series, its Refunding Revenue Bonds, in an aggregate principal amount not to exceed \$71,705,000 (the “Bonds”), the proceeds of which will be used to refund the County’s \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) (the “Prior Bonds”), pursuant to Section 4-29-10 et.seq. of the Code of Laws of South Carolina 1976, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by the County to cause the issuance and sale of such bonds** – No one signed up to speak.

- **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park I]; and other related matters – No one signed up to speak.**
- **Ordinance to Amend the Agreement for Designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Project Compact) – No one signed up to speak.**
- **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park II]; and other related matters – No one signed up to speak.**

#### **APPROVAL OF CONSENT ITEMS**

- **Authorizing Richland County, South Carolina (the “County”) to issue, from time to time or at one time, in one or more issues or series, its Refunding Revenue Bonds, in an aggregate principal amount not to exceed \$71,705,000 (the “Bonds”), the proceeds of which will be used to refund the County’s \$71,705,000 Environmental Improvement Revenue Refunding Bonds, 2003 Series A (International Paper Company Project) (the “Prior Bonds”), pursuant to Section 4-29-10 et.seq. of the Code of Laws of South Carolina 1976, as amended; authorizing the execution and delivery of a contract of purchase providing for the issuance, sale and purchase of such bonds; and authorizing the issuance of the bonds and the execution of necessary documents and the taking of any other action necessary to be taken by the County to cause the issuance and sale of such bonds [THIRD READING] – Mr. Rose moved, seconded by Mr. Malinowski, to reconsider this item. The motion for reconsideration failed.**
- **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to CD/Park7 Columbia SC Owner LLC; and other related matters [THIRD READING]**
- **Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to [Project Park II]; and other related matters [SECOND READING]**

- **Ordinance to Amend the Agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the Park (Project Compact) [SECOND READING]**
- **14-01MA, E. B. Purcell, PDD Amendment (2.99 Acres), 425 Summit Terrace Court, 23000-03-19 [SECOND READING]**
- **An Ordinance Amending the “2009 Richland County Comprehensive Plan”, by incorporating the “Spring Hill Strategic Community Master Plan” into the plan [SECOND READING]**
- **Coroner’s Office: Purchase of Replacement Computer Equipment [DEFER TO THE BUDGET PROCESS]**
- **Richland County Sheriff’s Department ASPCA Foundation Grant/No FTE/No Match**
- **Out of Cycle Funding Requests: Accommodations Tax and Hospitality Tax [DEFER TO THE BUDGET PROCESS]**
- **Expanding Richland County’s Community Development Staff [DEFER TO THE BUDGET PROCESS]**
- **CASA: Fostering Futures Youth Center [DEFER TO THE BUDGET PROCESS]**
- **Property Acquisition, 0.26 Acre parcel**
- **EMS Ambulance Purchase**
- **Replace Deteriorated Caulk at the Expansion Joints and Windows at the Richland County Administration and Health Department Buildings**

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

#### **SECOND READING ITEMS**

**An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02** – Mr. Malinowski requested additional information.

Ms. Dickerson moved, seconded by Mr. Malinowski, to approve the item and bring back requested information by Third Reading. The vote in favor was unanimous.

**An Ordinance Amending the “2009 Richland County Comprehensive Plan”, by incorporating the “Lower Richland Strategic Community Master Plan” into the plan** – Mr.

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

**An Ordinance Amending Section 26-151, Permitted Uses with Special Requirements; so as to remove the distance requirements between bars and places of worship in the GC, M-1, and LI Zoning Districts under certain conditions** – Mr. Malinowski moved, seconded by Mr. Manning, to approve this item.

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

The vote was in favor.

#### FIRST READING ITEM

**An Ordinance Amending the Fiscal Year 2013-2014 School District One Budget to reduce tax disbursements by the amount owed to the County for election costs** – Mr. Livingston moved, seconded by Mr. Washington, to postpone this item for 30 days. A discussion took place.

#### REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**Sewage Sludge Spray Field Applications** – Mr. Rush stated that the committee recommended staff work with the Conservation Commission and its staff to develop an ordinance related to sewage sludge spray fields that will protect County waterways.

Mr. Rose requested to amend the motion to include the Conservation Department.

Mr. Rush accepted Mr. Rose's amendment.

The vote in favor was unanimous of the committee's amended recommendation.

**Quit Claim of Heremes Road** – Mr. Malinowski moved, seconded by Mr. Rush, to defer this item. The vote in favor was unanimous.

**Policy for Naming County-Owned Facilities** – Mr. Rush stated that the committee recommended Council approve a naming policy that is prospective. Staff will work with legal on an ordinance amendment and will forward the item to Council for action once available. A discussion took place.

## REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

**Approval of a Family Court Social Worker/Juvenile Mental Health Court Coordinator for the Solicitor's Office and a Senior Application Support Analyst for the Information Technology Department [DEFER TO THE BUDGET PROCESS]** – Mr. Pearce stated that the committee recommended that this item be forwarded to the FY15 budget process. The vote in favor was unanimous.

**2<sup>nd</sup> Annual "Relax, It's OK 2 B Single" Valentine's Day Gala Funding Request** – Mr. Pearce stated that the committee recommended denial for this item. The vote was in favor.

**Policy for Purchase of Property by Elected and Appointed Officials** – Mr. Pearce stated that the committee forwarded this item without a recommendation.

Mr. Rose moved, seconded by Mr. Malinowski, to approve staff's recommendation. A discussion took place.

The vote in favor was unanimous.

**Reclassification and Promotion Handbook Revisions** – Mr. Washington moved, seconded by Ms. Dickerson, to defer this item until the March 18<sup>th</sup> Council meeting to receive the following demographic information: number of years, departments, degree, race and age. The vote in favor was unanimous.

## REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

**An Ordinance to Amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional property in Richland County and to authorize a Credit Agreement with University Residences Columbia LLC [FIRST READING BY TITLE ONLY]** – Mr. Livingston stated that the committee recommended approval. The vote in favor was unanimous.

## OTHER ITEMS

**A Resolution to Appoint and Commission Dennis Wayne Thomas as a Code Enforcement Office for the proper security, general welfare, and convenience of Richland County** – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

**Appraisal for Huger Street Properties** – Mr. Rush moved, seconded by Mr. Rose, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Mr. Rush, to defer this item. The substitute motion failed.

The vote was in favor of the motion to approve.

## REPORT OF THE DIRT ROAD AD HOC COMMITTEE

**Add dirt roads with connectivity to the list of 45 roads that will be paved under the Low Volume Paving Project (including Overlook and swapping out Bolyston with Donald). (County Council Retreat item deferred from February 18, 2014 Council meeting.)** – Ms. Dixon stated that the committee recommended approval. A discussion took place.

The vote in favor was unanimous.

**Allocation of Penny funding between Low Volume and Traditional Paving (County Council Retreat item deferred from February 18, 2014 Council meeting.)** – Ms. Dixon stated that this item was held in committee.

## CITIZENS' INPUT

No one signed up to speak.

## EXECUTIVE SESSION

=====  
**Council went into Executive Session at approximately 8:06 p.m. and came out at approximately 8:44 p.m.**  
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- a. **SOB Litigation Update** – No action was taken.
- b. **Personnel Matters** – No action was taken.
- c. **Election Litigation Update** – No action was taken.
- d. **Elections and Voter Registration Update** – No action was taken.

## MOTION PERIOD

- a. **To have Richland County Council utilize SCDOT grant funding under their Safe Route to Schools Program, availability to put sidewalks from schools to connect to neighborhoods [DIXON]** – This item was referred to the D&S Committee.
- b. **Revisit the ordinance on having commercial vehicles parked in neighborhoods or residential communities [JACKSON]** – This item was referred to the D&S Committee.
- c. **Resolution to Celebrate March as Red Cross Month** – Ms. Dickerson moved, seconded by Mr. Pearce, to adopt a resolution celebrating March as Red Cross Month.

- d. **Resolution to recognize and honor Heathwood Hall's A'ja Wilson, National High School Player of the Year [LIVINGSTON]** – Mr. Livingston moved for unanimous consent for a resolution honoring Heathwood Hall's A'ja Wilson as a National High School Player of the Year. The vote in favor was unanimous.

**ADJOURNMENT**

The meeting adjourned at approximately 8:48 p.m.

\_\_\_\_\_  
Norman Jackson, Chair

\_\_\_\_\_  
Joyce Dickerson, Vice-Chair

\_\_\_\_\_  
Julie-Ann Dixon

\_\_\_\_\_  
Damon Jeter

\_\_\_\_\_  
Paul Livingston

\_\_\_\_\_  
Bill Malinowski

\_\_\_\_\_  
Jim Manning

\_\_\_\_\_  
Greg Pearce

\_\_\_\_\_  
Seth Rose

\_\_\_\_\_  
Torrey Rush

\_\_\_\_\_  
Kelvin E. Washington, Sr.

The minutes were transcribed by Michelle M. Onley

# Richland County Council Request of Action

**Subject**

- a. Personnel Matter
- b. Transportation Penny Update

# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

## **Subject**

- a. Richland County Conservation Commission [**PAGES 22-23**]
- b. Comprehensive Plan Update
- c. Richland School District I Election Fees Update

## **RICHLAND COUNTY SURVEY DEMONSTRATES SUBSTANTIAL SUPPORT FOR CONSERVATION AND HISTORIC PRESERVATION**

**March 18, 2014**

**Columbia, South Carolina:** A recent public opinion survey of County residents found a high level of support for land and water conservation and historic preservation programs. The survey was conducted in fall 2013 by the University of South Carolina, Survey Research Lab, for the Richland County Conservation Commission. Residents agreed overwhelmingly that the protection of water, land and historic resources is very important to the future of the County. Support for significantly expanding public funding for natural and historic protection was also evident across all demographic groups and areas of the County.

“We are pleased to find such broad public support for conservation”, says Carol Kososki, Chair of the Commission. “Those of us in the conservation and historic communities have long understood the quality of life and economic importance of Richland County’s natural, historical and cultural resources. However, we were surprised at both the high level of public support for natural resources and historic preservation and the positive response for additional public funding to protect these important resources. Clearly, the public wants us to do more than we are currently doing throughout the County.”

The findings of the survey were released today and include:

1. An overwhelming percentage of respondents agreed the following natural and historical resources were **very important** to protect or preserve to enhance the County’s quality of life:
  - Drinking water sources (95%) and water quality (89%)
  - Fish and wildlife (89%) and natural areas and wildlife habitat (80%)
  - Working farmland (81%)
  - Important historical areas (68%)
  - Greenways (56%) and swimming and boating access (53%)

2. An overwhelming percentage of respondents **agreed or strongly agreed** on the following growth and development issues:
  - Prefer living in a neighborhood where trees and forests are preserved (89%)
  - Prefer living in a neighborhood with connecting paths (87%)
  - Richland County can be developed while also protecting natural resources (83%)
3. While a high percentage of respondents agreed natural, historical and outdoor recreational resources were very important to their quality of life and needed protection, only a small percentage of survey respondents agreed the County had done an excellent job in protecting these resources. Therefore, additional work is needed to protect and preserve these resources in order to meet citizen's high expectations.
4. A total of 84% of respondents supported funding County programs to protect natural resources. A majority (50%) indicated the County should spend additional funds (over \$5 million annually) on conservation, an amount equal to Charleston and Beaufort Counties' highly-acclaimed land conservation efforts.

In the coming year, Conservation Department staff will work cooperatively with the County's Planning and Developmental Services Department, Public Works Department - Stormwater Division and the Office of Sustainability to implement the survey findings into ongoing County programs.

For more information on the report, contact Nancy Stone-Collum at [stonecollumn@rcgov.us](mailto:stonecollumn@rcgov.us) or (803) 576-2080. [Click here](#) to download the report or visit [www.richlandlegacy.com](http://www.richlandlegacy.com) to find out more about the Commission and its programs.

###

The Richland County Conservation Commission was created by Richland County Council in 1998. The 11 member Commission is appointed by County Council and promotes the protection of natural, historical, and cultural resources throughout Richland County. Commission programs are administered by the Richland County Conservation Department.

# Richland County Council Request of Action

**Subject**

- a. REMINDER: Chairman Jackson's State of the County Address, March 19th, 6:00 PM, Council Chambers

# Richland County Council Request of Action

**Subject**

- a. Personnel Matter

# Richland County Council Request of Action

## **Subject**

- a. Bull Street Project
- b. Richland Library/Columbia Museum of of Art Joint Announcement: Robert Gahagan, Chair-Richland Library Board of Trustees
- c. SC Philharmonic: Jude Fox

# Richland County Council Request of Action

**Subject**

a. An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02

# Richland County Council Request of Action

## **Subject**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to CD/Park7 Columbia SC High Rise Owner LLC; and other related matters [**THIRD READING**] [**PAGES 28-47**]

## **Notes**

First Reading: February 18, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearnig: March 4, 2014

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC; AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, CD/Park 7 Columbia SC High Rise Owner LLC, a limited liability company organized and existing under the laws of South Carolina (“Company”), is making an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Richland County Council

First Reading: February 18, 2014  
Second Reading: March 4, 2014  
Public Hearing: March 4, 2014  
Third Reading: March 18, 2014

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**PROJECT PARK II SITE DESCRIPTION**

Parcel 1

All that certain piece, parcel, or tract of land, together with the improvements thereon, situate, lying and being on the Western side of Assembly Street between Senate and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as 1011 Assembly Street and 1013 Pendleton Street on a plat prepared for Bessie Bernstein and Jane Gibbes Edens by William Wingfield, Registered Surveyor, dated October 25, 1957, revised January 3, 1958 and later revised February 24, 1959, and having the following metes and bounds: commencing at a point on said Assembly Street Two Hundred Nine and 75/100 (209.75') feet North of the Northeast corner of Pendleton Street and Assembly Street and running along said Assembly Street South 18 degrees 50 minutes East for a distance of One Hundred Forty (140') feet; thence turning and running South 70 degrees 59 minutes West for a distance of Two Hundred Eight and 25/100 (208.25') feet; and being bounded on the South along said line by property now of Leventis; thence turning and running South 19 degrees no minutes East for distance of Sixty-nine and 75/100 (69.75') feet; thence turning and running along Pendleton Street South 71 degrees seven (7) minutes West for a distance of One Hundred Twelve and 64/100 (112.64') feet; thence turning and running North 18 degrees 52 minutes West for a distance of Twenty-nine (29') feet, and being bounded on the West along said line by property of Rivkin; thence turning and running South 71 degrees 7 minutes West for a distance of Ninety-six (96') feet to Park Street and being bounded on the South along said line by property of Rivkin; thence turning and running North 18 degrees 52 minutes West for a distance of One Hundred Seventy-nine and Eight-tenths (179.8') feet along said Park Street; thence turning and running North 70 degrees 56 minutes East for a distance of Four Hundred Sixteen and Nine-tenths (416.9') feet to the point of commencement, be all measurements a little more or less and being bounded on the North along said line by property of Bookman, Caughman and Sebastian, all of which is shown on said plat.

TMS # 08916-09-08

Parcel 2

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being the northeastern corner of the intersection of Park (formerly Gates) and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, measuring 96 feet on its northern and southern sides and 29 feet on its eastern and western sides, and bounded on the north and on the east by property formerly of Mimnaugh and others, now owned by Edens, Bernstein, et al; on the south by Pendleton Street; and on the west by Park Street (formerly Gates).

TMS# 08916-09-09

Property Address: 1000 Park Street, Columbia, SC 29201

Parcel 3

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the east side of the 1000 block of Park Street (formerly Gates) in the City of Columbia, County of Richland, State of South Carolina, commencing at a point on the east side of said 1000 block of Park Street where said lot adjoining the property on the south thereof owned by Edens, Bernstein, et. al. and running back therefrom in an easternly direction for a distance of one hundred (100') feet along said property, thence

turning and running in a northerly direction for distance of twenty-seven (27') feet along property formerly of Logan, thence turning and running in a westerly direction for a distance of sixty (60') feet, thence turning and running in in a southerly direction for a distance of eight (8') feet five (5'') inches, thence turning and running in a westerly direction for a distance of forty (40') feet to a point along said eastern side of Park Street, thence running along said eastern side of Park Street in a southerly direction for distance of eighteen (18') feet seven (7'') inches to the point of commencement.

TMS# 08916-09-10

Property Address: 1016 Park Street, Columbia, SC 29201

**EXHIBIT B**  
**FORM OF CREDIT AGREEMENT**

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**CREDIT AGREEMENT**

**between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC**

**March 18, 2014**

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## CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of March 18, 2014 (“Agreement”), is between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and CD/PARK7 COLUMBIA SC HIGH RISE OWNER LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Park II (“Company,” with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

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

WHEREAS, pursuant to the County’s Ordinance No. [ ] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, the Company has secured the consent of the City to the inclusion of the Site within the boundaries of the Park; and

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

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

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

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment within 90 days of the dated date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, then the County may terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and

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

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall maintain the Facility in the County and operate the Facility as a private dormitory pursuant to the terms of and in compliance with Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina (“City Code”) for the Credit Term, as defined below. If the Facility fails to qualify as a private dormitory under the City Code prior to the receipt by the Company of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions of Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder. If at any time during the Credit Term, the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder.

### **ARTICLE III CREDIT TERMS**

#### SECTION 3.01. Amount and Duration of Credit.

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

(b) The Company is eligible to receive a Credit for a period of 10 consecutive years, beginning with the first full year for which the Company owes a Fee Payment in connection with the Facility following the receipt by the Company of a Certificate of Occupancy for the Facility (“Credit Term”).

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

(d) If any portion of this Agreement is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Company under this Agreement.

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

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

SECTION 3.03. Termination.

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

**ARTICLE IV  
DEFAULTS AND REMEDIES**

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

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

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

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

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

**ARTICLE V**

## MISCELLANEOUS

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

### SECTION 5.02. Examination of Records; Confidentiality.

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

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

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

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

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official

executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 5.07. Indemnification Covenant.

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

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

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

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

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

- |   |   |
|---|---|
| (a) if to the County:                           | Richland County, South Carolina<br>Attn: Director of Economic Development<br>2020 Hampton Street (29204)<br>Post Office Box 192<br>Columbia, South Carolina 29202 |
| with a copy to<br>(does not constitute notice): | Parker Poe Adams & Bernstein LLP<br>Attn: Ray E. Jones<br>1201 Main Street, Suite 1450 (29201)<br>Post Office Box 1509<br>Columbia, South Carolina 29202          |

(b) if to the Company: [To be inserted.]

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

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

SECTION 5.09. Administrative Fees.

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Richland County Council

IN WITNESS WHEREOF, CD/Park 7 Columbia SC High Rise Owner LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

CD/PARK7 COLUMBIA SC HIGH RISE OWNER  
LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

**EXHIBIT A**  
**DESCRIPTION OF SITE**

Parcel 1

All that certain piece, parcel, or tract of land, together with the improvements thereon, situate, lying and being on the Western side of Assembly Street between Senate and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, being shown and designated as 1011 Assembly Street and 1013 Pendleton Street on a plat prepared for Bessie Bernstein and Jane Gibbes Edens by William Wingfield, Registered Surveyor, dated October 25, 1957, revised January 3, 1958 and later revised February 24, 1959, and having the following metes and bounds: commencing at a point on said Assembly Street Two Hundred Nine and 75/100 (209.75') feet North of the Northeast corner of Pendleton Street and Assembly Street and running along said Assembly Street South 18 degrees 50 minutes East for a distance of One Hundred Forty (140') feet; thence turning and running South 70 degrees 59 minutes West for a distance of Two Hundred Eight and 25/100 (208.25') feet; and being bounded on the South along said line by property now of Leventis; thence turning and running South 19 degrees no minutes East for distance of Sixty-nine and 75/100 (69.75') feet; thence turning and running along Pendleton Street South 71 degrees seven (7) minutes West for a distance of One Hundred Twelve and 64/100 (112.64') feet; thence turning and running North 18 degrees 52 minutes West for a distance of Twenty-nine (29') feet, and being bounded on the West along said line by property of Rivkin; thence turning and running South 71 degrees 7 minutes West for a distance of Ninety-six (96') feet to Park Street and being bounded on the South along said line by property of Rivkin; thence turning and running North 18 degrees 52 minutes West for a distance of One Hundred Seventy-nine and Eight-tenths (179.8') feet along said Park Street; thence turning and running North 70 degrees 56 minutes East for a distance of Four Hundred Sixteen and Nine-tenths (416.9') feet to the point of commencement, be all measurements a little more or less and being bounded on the North along said line by property of Bookman, Caughman and Sebastian, all of which is shown on said plat.

TMS # 08916-09-08

Parcel 2

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being the northeastern corner of the intersection of Park (formerly Gates) and Pendleton Streets in the City of Columbia, County of Richland, State of South Carolina, measuring 96 feet on its northern and southern sides and 29 feet on its eastern and western sides, and bounded on the north and on the east by property formerly of Mimnaugh and others, now owned by Edens, Bernstein, et al; on the south by Pendleton Street; and on the west by Park Street (formerly Gates).

TMS# 08916-09-09

Property Address: 1000 Park Street, Columbia, SC 29201

Parcel 3

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being on the east side of the 1000 block of Park Street (formerly Gates) in the City of Columbia, County of Richland, State of South Carolina, commencing at a point on the east side of said 1000 block of Park Street where said lot adjoining the property on the south thereof owned by Edens, Bernstein, et. al. and running back therefrom in an easternly direction for a distance of one hundred (100') feet along said property, thence turning and running in a northerly direction for distance of twenty-seven (27') feet along property formerly of Logan, thence turning and running in a westernly direction for a distance of sixty (60') feet, thence turning and running in a southerly direction for a distance of eight (8') feet five (5'') inches,

thence turning and running in a westernly direction for a distance of forty (40') feet to a point along said eastern side of Park Street, thence running along said eastern side of Park Street in a southernly direction for distance of eighteen (18') feet seven (7'') inches to the point of commencement.

TMS# 08916-09-10

Property Address: 1016 Park Street, Columbia, SC 29201

# Richland County Council Request of Action

## **Subject**

Ordinance to amend the Agreement for designation of the I-77 Corridor Regional Industrial Park dated April 15, 2003 by and between Fairfield and Richland Counties so as to enlarge the park (Project Compact) **[THIRD READING]**  
**[PAGES 48-64]**

## **Notes**

First Reading: February 18, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearing: March 4, 2014





**EXHIBIT A**  
**PARK AGREEMENT**

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**MASTER AGREEMENT  
GOVERNING THE  
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK  
BETWEEN  
RICHLAND COUNTY, SOUTH CAROLINA  
AND  
FAIRFIELD COUNTY, SOUTH CAROLINA**

**DATED AS OF APRIL 15, 2003**

**PREPARED BY:  
PAIDGER POE ADAMS & BERNSTEIN LLP  
COLUMBIA, SOUTH CAROLINA  
803-253-8917**

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**INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER**

THE TAX STATUS OF THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THIS MULTI-COUNTY INDUSTRIAL PARK WILL BE EXEMPT FROM AD VALOREM TAXES AND WILL BE SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF AD VALOREM TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. NOTE, THAT THE FEE-IN-LIEU PAYMENTS MAY BE REDUCED BELOW NORMAL AD VALOREM TAX RATES IN THE EVENT THE PROPERTY IS ALSO SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("FILOT") ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY. THEREFORE, WHEN PREPARING THE FEE BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE YOUR FILOT RECORDS TO ENSURE YOU ARE USING THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE FEES RECEIVED ARE TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES WITHIN THE COUNTY. BY LAW, THE COUNTIES MAY UNDER THE TERMS OF THIS AGREEMENT ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

QUICK REFERENCE GUIDE

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REVENUE SHARING	3
REVENUE DISTRIBUTION	3
ANNUAL REPORT DISBURSEMENT OF REVENUES	3
RECORD KEEPING	4

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THIS AGREEMENT, made and entered into as of the 15<sup>th</sup> day of April 2003 by and between Richland County, a political subdivision of the State of South Carolina ("Richland"); and Fairfield County, a political subdivision of the State of South Carolina ("Fairfield") ("Richland" and "Fairfield" referred to collectively herein as the "Counties"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (the "Act").

#### RECITALS:

WHEREAS, in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the "Park"); and,

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park ("Phase Agreements"); and

WHEREAS, in accordance with the Act, the Counties have provided for the sharing of expenses and revenues from the Park (hereafter, "Expenses" and "Revenues") in each of the Phase Agreements. The Counties initially established the revenue sharing ratio to allow the host county to retain 95% of the Revenues, with the partner county receiving 5% of the Revenues (this arrangement is hereafter referred to as "95/5"). The Counties later amended the revenue sharing ratio to allow the host county to retain 99%, with the partner county receiving 1% of the Revenues (this arrangement is hereafter referred to as "99/1"); and

WHEREAS, the Counties desire to preserve the revenue sharing scheme such that the 95/5 revenue sharing ratio is preserved on those properties to which it applies and the 99/1 revenue sharing ratio is likewise preserved and employed to any future expansions of the Park; and

WHEREAS, on September 4, 2001, the South Carolina Supreme Court issued an opinion in the case of *Horry County School District v. Horry County and the City of Myrtle Beach*, which provided guidance regarding provisions of the Act and established new requirements for the contents of multi-county park agreements; and

WHEREAS, in order to ensure compliance with the *Horry County School District* decision, the Counties now desire to adopt this Master Agreement (hereafter "Agreement"), which shall replace all of the Phase Agreements and serve as the governing document for the Park moving forward from the date hereof.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

#### ARTICLE I PARK BOUNDARIES

Section 1.01. *Phase I of the Park.* Phase I of the Park ("Phase I") shall consist of those properties to which the Counties have historically applied a 95/5 revenue sharing arrangement. These properties are identified by tax map number on the attached "Exhibit A: 95/5 Properties." The Counties do not intend that there will be any future expansion of Phase I.

**Section 1.02. Phase II of the Park.** Phase II of the Park ("Phase II") shall consist of those properties to which the Counties have historically applied a 99/1 revenue sharing arrangement. These properties are identified by tax map number on the attached "Exhibit B: 99/1 Properties." The Counties intend that only Phase II will be subject to future expansion.

**Section 1.03. Modification of Park Boundaries.**

(a) The boundaries of the Park may be enlarged, to include additional properties in one or both Counties, or diminished from time to time, as authorized by ordinances adopted by the County Councils of both Counties.

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

(c) Prior to the adoption by the Richland County Council and the Fairfield County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the respective County Council of the County in which the area proposed for deletion is located. Notice of such public hearing shall be published in a newspaper of general circulation in that County at least once and not less than 15 days prior to such hearing.

(d) Notwithstanding the foregoing, for a period of 30 years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of thirty (30) years commencing with the effective date hereof, except as provided below.

**ARTICLE II  
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

**Section 2.01. Constitutional Exemption from Taxation.** The Counties acknowledge that under the provisions of Article VIII, Section 13(D) of the South Carolina Constitution, all real and personal property located in the Park shall be exempt from all *ad valorem* taxation.

**Section 2.02. Fee-In-Lieu of Taxes.** Property located in the Park shall be exempt from *ad valorem* taxation only during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of such property within the Park.

**Section 2.03. Negotiated Fee-In-Lieu of Taxes.** The amount of the annual payments due from the owner or lessee may be reduced if the owner or lessee has negotiated a FILOT incentive with either Richland or Fairfield pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law. In such case, the terms of the executed FILOT agreement between the company and the applicable county shall govern the calculation of the annual FILOT payment.

**ARTICLE III**  
**SHARING OF REVENUES AND EXPENSES OF THE PARK**

**Section 3.01. Expense Sharing.** The Counties shall share Expenses including, but not limited to, development, operations, maintenance and promotion of the Park. If the property is located in Fairfield, then Fairfield shall bear 100% of such expenses. If the property is located in Richland, then Richland shall bear 100% of such expenses. The Counties reserve the right to negotiate on a case-by-case basis the sharing of any additional expenditures that may be approved by both the Richland County Council and the Fairfield County Council.

**Section 3.02. Revenue Sharing.**

(a) Revenues generated within the Park from sources other than fees in lieu of *ad valorem* taxes shall be distributed directly to Fairfield and Richland according to the proportions established in this Section 3.02 herein to be expended in any manner as the County Council of each County deems appropriate.

(b) The Counties shall share all of the Revenues received in lieu of *ad valorem* taxes from properties located in the Park.

With respect to Phase I of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Fairfield.

With respect to Phase II of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Fairfield.

**Section 3.03. Revenue Distribution Within Each County.**

(a) In accordance with the provisions of the *Horry County School District* case, the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. If Revenues are generated by properties located in Richland, then Richland shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Richland County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(b) Either County may unilaterally amend the distribution scheme applicable to such County and set forth in section (a) above. Such amendment must be accomplished by passage of an ordinance.

**Section 3.04. Annual Report and Disbursement.** Not later than July 15 of each year, starting July 15, 2004, each of the Counties shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time.

#### ARTICLE IV MISCELLANEOUS

**Section 4.01. Jobs Tax Credit Enhancement.** Business enterprises locating in the Park shall be entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

**Section 4.02. Assessed Valuation.** For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the counties which are party to this Agreement must be identical to the percentage of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such County in the preceding fiscal year.

**Section 4.03. Non-Qualifying Use.** In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which locates employees within the Park and which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-Qualifying Site"), the Counties may remove, by ordinance, the Non-Qualifying Site from the Park pursuant to the provisions of Section 1.03(c) hereof.

**Section 4.04. Records.** The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual fee-in-lieu of tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the fees-in-lieu of taxes so imposed, all as such records become available in the normal course of County procedures.

**Section 4.05. Applicable Law.** In order to avoid any conflict of laws or ordinances between the Counties, the County ordinances of the County in which a parcel of Park property is located will be the reference for such regulations or laws in connection with that part of the Park. Nothing herein shall be taken to supersede any state or federal law or regulation. The County in which Park property is located is specifically authorized to adopt restrictive covenants and land use requirements for that part of the Park at that County's sole discretion. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

**Section 4.06. Law Enforcement.** The Sheriff's Department for each respective County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in that County and fire, sewer, water and EMS service for that part of the Park will be provided by the applicable service district or other political unit within that County.

**Section 4.07. *Binding Effect of Agreement.*** This Agreement serves as a written instrument, which is binding upon the signatory parties.

**Section 4.08. *Severability.*** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**Section 4.09. *Complete Agreement: Amendment.*** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendment provided for in Section 3.03(b) above, this Agreement may be amended upon the adoption of an ordinance by both of the respective County Councils of Richland and Fairfield.

**Section 4.10. *Counterpart Execution.*** This Agreement may be executed in multiple counterparts.

**Section 4.11. *Termination.*** Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

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

Witness:

Ashley Bloom  
T. Cary McSwain

RICHLAND COUNTY, SOUTH CAROLINA

By: Samuel H. Scott  
Council Chair

Attest: Michelle R. Brown-Driels  
Clerk to County Council

Witness:

Reba S. Clousey  
Travis Richardson

FAIRFIELD COUNTY, SOUTH CAROLINA

By: [Signature]  
Council Chair

Attest: Shirley K. Brown  
Clerk to County Council

**EXHIBIT A**  
**95/5 PROPERTIES**  
**(As of December 2013)**  
**RICHLAND COUNTY**

COMPANY NAME	TAX MAP NUMBER	COUNTY
1091 Carolina Pines (Lamson & Sessions/Quatro Mid-Atlantic)	17600-01-17	Richland
American Italian Pasta Company	19000-05-03, 19000-05-04, 19000-05-09, 19000-05-10	Richland
APAC	07403-04-07	Richland
Arum Composites, LLC	15000-02-27	Richland
Belk, Inc. & CK Columbia #1 (2000)	17600-01-22	Richland
Blue Cross/Blue Shield (1999)	19809-01-01, 19708-03-01	Richland
Boozer Lumber Company (1997)	16305-02-01 (original site)	Richland
Bose Corporation (1994 & 1996)	17500-02-11, 17500-02-12, 17500-02-13, 17500-02-17, 17600-01-10	Richland
Caribbits Incorporated (1996)	25800-07-06	Richland
Carolina Ceramics (1999)	22804-05-06	Richland
Consolidated Systems, Inc. (STAGE II)	11100-01-01; 11100-01-03	Richland
Constantia Hueck Foils, Inc.	14900-00-26	Richland
Dayton Rogers of South Carolina, LLC LBE Two, LLC	13512-03-01	Richland
Exeter Property Group, L.P.	17600-02-38; 17600-01-21	Richland
FinnChem USA Inc. (Huron Technology Corporation)	40900-01-07, 40900-01-08	Richland
Holopack International Corporation	17200-02-20	Richland
IKON / Computer Group (1996)	17200-02-21	Richland
Indus Utility Systems Inc. (SCT Utilities (1999))	17200-02-11	Richland
Koyo Corporation of USA (1994)	14900-01-16	Richland
KPR Holdings (1996) (Iowa Beef Products, Inc)	13602-02-03, 13602-02-02	Richland
Lamson & Sessions (Quatro Mid-Atlantic)	17600-01-17	Richland
Mars Petcare US, Inc.	16200-06-01, 19000-05-07	Richland
Modine Manufacturing (1995)	14900-01-23	Richland
Navistar/ Pure Power Technologies LLC	14900-01-29; 14900-01-30; 14500-03-06	Richland
Natural Balance Pet Food (Imagepoint, Inc.)	19000-05-06	Richland
PMSC/Mynd	14900-02-01	Richland
Richland County	14900-01-02	Richland
Select Comfort (1997)	04000-05-18	Richland
SMI-Owen Steel Company (1999)	13605-01-01,	Richland
Spirax Sarco Inc.	14900-01-27, 14900-01-32	Richland
The State Newspaper (1998)	11213-02-02	Richland
Unumprovident (UNUM/Colonial Life)	07303-04-029A	Richland
Woodbridge Investments LP	14900-01-01	Richland

**95/5 PROPERTIES  
(As of December 2013)**

**FAIRFIELD COUNTY**

<b>COMPANY NAME</b>	<b>TAX MAP NUMBER</b>	<b>COUNTY</b>
Baldwin	200-00-00-006-000	Fairfield
(Natural Area)*	214-00-00-033-000	Fairfield
(Vacant tract)	200-00-00-007-000	Fairfield
Gividi USA Inc.	200-00-00-073-000	Fairfield
Lang-Mekra North America LLC	200-00-00-063-000	Fairfield
Makat USA	200-00-00-009-000	Fairfield
Mars Laminate Systems Corp.	214-00-00-032-000	Fairfield
Metal & Wire Products	200-00-00-065-000	Fairfield
Michelin North America Inc.	151-00-00-015-000	Fairfield

**EXHIBIT B**

**99/1 PROPERTIES  
(As of December 2013)**

**RICHLAND COUNTY**

COMPANY NAME	TAX MAP NUMBER	COUNTY
Spirax Sarco, Inc. (ALD Thermal Treatment, Inc.)	17600-01-25	Richland
Affiliated Computer Services	14900-02-18	Richland
American Spiralweld Pipe Company	19000-05-08	Richland
Blue Cross/Blue Shield (2000)	19809-01-01, 19708-03-01	Richland
Browning Office Investment, LP	06031-01-02	Richland
Celco Partnership & VW12 Columbia SC LLC (Verizon)	25700-05-01	Richland
East Richland County Public Service District (Farmer's Market Site)	16100-02-20	Richland
Forest Hills Partners, LP	25800-01-07	Richland
Garner's Ferry Development Co. (Farmer's Market Site)	18900-01-01	Richland
Gerald L. Stimple	25800-01-01	Richland
International Paper, Inc.	41300-01-03	Richland
John R. Jordan and Cecily J. Cobb (Farmer's Market Site)	16200-03-02	Richland
Kirco Carolina Pines, Inc.	17600-01-34; 17600-01-33	Richland
Longbranch Farm, Inc. (Farmer's Market Site)	16100-02-02; 16100-02-04	Richland
McEntire Limited Partnership, McEntire Produce, R.C. McEntire Trucking, Inc.	19000-05-05	Richland
Metso Mineral	22910-01-02	Richland
Midlands Technical College	14500-02-24	Richland
Pineview 48	16200-06-03	Richland
Recreation Property (name of Richland County)	17300-02-10; 17300-02-33	Richland
Richland County (Farmer's Market Site)	16200-03-20; 16200-01-01;	Richland
Sensor Electronic Technology, Inc.	16306-07-03	Richland
South Carolina Research Authority (Farmer's Market Site)	16200-03-01	Richland
South Pills, LLC	17200-02-24	Richland
SYSCO Food Services	19000-01-01	Richland
Trane U.S., Inc. (American Standard, Inc.)	17400-09-13; 17400-09-14	Richland
Verizon Wireless (Bell Atlantic Mobile) (1999)	09016-13-08	Richland
Vulcan Construction Materials, L.P.	08814-01-07;	Richland
Westinghouse Electric Company, LLC	18600-01-02	Richland
WNS Global Services, Inc. (State Record Company, Inc.)	11209-02-12	Richland
Woodbridge Investments LP	14900-01-33	Richland

**99/1 PROPERTIES  
(As of December 2013)**

**FAIRFIELD COUNTY**

<b>COMPANY NAME</b>	<b>TAX MAP NUMBER</b>	<b>COUNTY</b>
Elite ES, LLC	184-00-00-071-000 (portion)	Fairfield
Guardian Fiberglass, Inc.	164-00-00-002-000	Fairfield
Primesouth, Inc.	184-00-00-071-000 (portion)	Fairfield
Wilburn Enterprises, LLC	077-00-00-002	Fairfield

**EXHIBIT B**

**PROPERTY ADDED TO FAIRFIELD COUNTY PORTION OF  
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK (PHASE II)**

All that certain piece, parcel or tract of land together with improvements thereon, if any, situate, lying and being in the State of South Carolina, County of Fairfield, and being designated as 35.01 acres on a survey prepared for BOMAG Americas, Inc. by Glenn Associates Surveying, Inc., dated January 28, 2014, recorded in Plat Book 605, at Page 2373 in the office of the Clerk of Court for Fairfield County, South Carolina. Aforesaid plat is specifically incorporated herein and reference is made thereto for a more complete and accurate description, with all measurements being a little more or less.

Together with an ingress and egress easement over the “Paved Industrial Park Access Drive” identified on aforesaid plat.

Said property is a portion of the property conveyed to Fairfield County, South Carolina by (i) deed of Dill Investments, LLC, recorded February 4, 2011, in the Office of the Clerk of Court for Fairfield County, South Carolina in Deed Book 1021, Page 10; (ii) deed of Plum Creek Timberlands, L.P., recorded January 28, 2010, in the Office of the Clerk of Court for Fairfield County, South Carolina in Deed Book 981, at Page 10; and (iii) deed of David J. Baptiste and Kathleen M. Baptiste recorded February 25, 2010, in the Office of the Clerk of Court for Fairfield County, South Carolina in Deed Book 984, at Page 104.

TMS Nos.:     Portion of each 184-00-00-060 and 184-00-00-096.

# Richland County Council Request of Action

## **Subject**

14-01MA  
E. B. Purcell  
PDD Amendment (2.99 Acres)  
425 Summit Terrace Court  
23000-03-19 **[THIRD READING] [PAGES 65-68]**

## **Notes**

First Reading: February 25, 2014  
Second Reading: March 4, 2014  
Third Reading:  
Public Hearing: February 25, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-14HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTY DESCRIBED AS TMS # 23000-03-19; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the land uses within the PDD (Planned Development District) zoning district for TMS # 23000-03-19, as described in Exhibit A (which is attached hereto).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

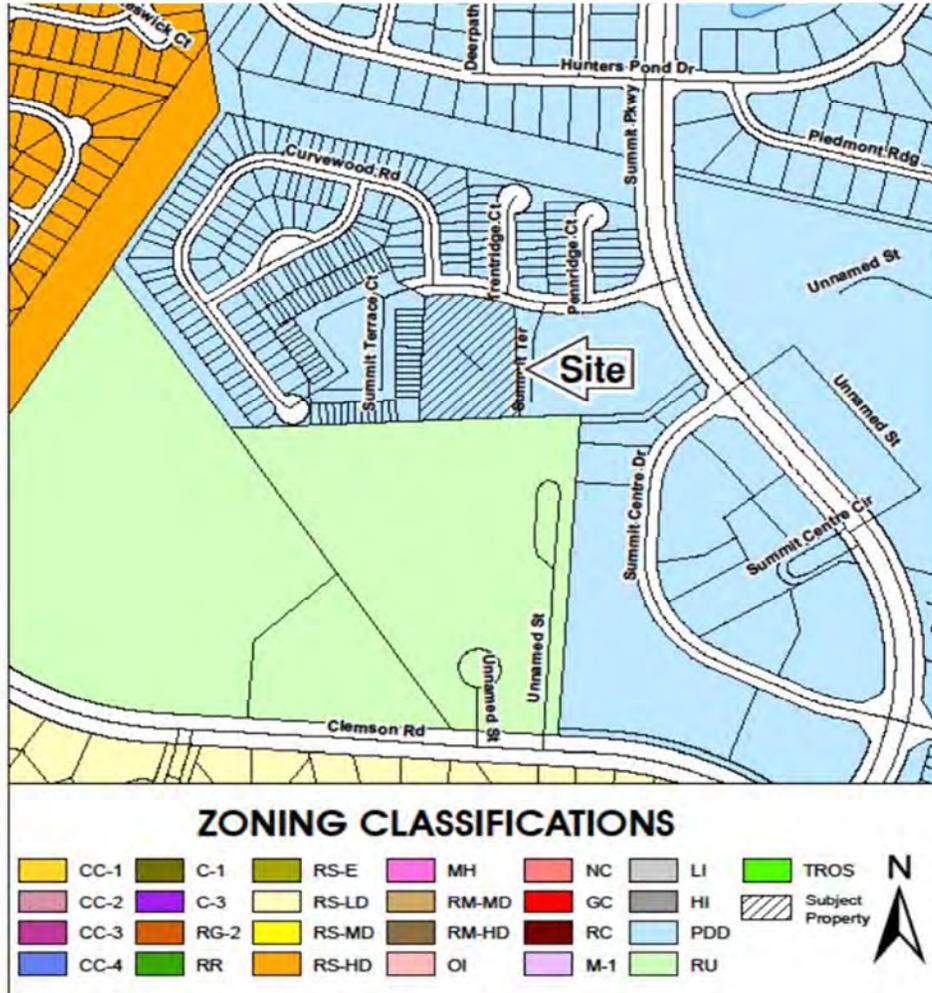
By: \_\_\_\_\_  
Norman Jackson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

Public Hearing: February 25, 2014  
First Reading: February 25, 2014  
Second Reading: March 4, 2014 (tentative)  
Third Reading:

## Exhibit A



The subject parcel is a 2.99 acre part of the Summit PDD, which consists of a total of 1693.5 acres, and is designated for office uses as defined in the PDD.

The following land uses are hereinafter permitted under the “O” or Office land use designation for the subject parcel:

1. Accessory uses to the permitted uses and structures.
2. Animal Hospitals and kennels.
3. Banks or financial institutions (without drive thru or ATMs).
4. Barber and beauty shops.
5. Cluster housing development containing only single-family detached dwellings, subject to the provisions of Section 26-87 of the Richland County Code of Ordinances, or its relevant successor regulations, provided, however, that modular building units shall not be permitted.

6. Common Zero lot line dwelling units and developments, subject to the provisions of Section 26-90 of the Richland County Code of Ordinances, or its relevant successor regulations, with density not to exceed 9 units per acre.
7. Computer Systems and Design and Related Services.
8. Courts.
9. Day Care Centers (adult & child).
10. Day nurseries/kindergartens, subject to Section 26-84 of the Richland County Code of Ordinances, or its relevant successor regulations.
11. Dry Cleaning and laundries; pick-up and delivery stations only.
12. Electronic Shopping and Mail Order Houses.
13. General Offices.
14. Government Offices.
15. Individual family Services.
16. Laboratories; Testing and research.
17. Libraries.
18. Management-Scientific & Technical Consulting Services.
19. Medical, dental, and related medical services.
20. Museums and Galleries.
21. Nursing homes, assisted care facilities, long-term facilities.
22. Parallel zero lot line dwelling units and developments, subject to the provisions of Section 26-90 of the Richland County Code of Ordinances, or its relevant successor regulations, with density not to exceed 9 units per acre.
23. Places of Worship.
24. Police Substations.
25. Post offices.
26. Print shops.
27. Professional-Scientific & Technical Services.
28. Rehabilitation centers with lot area of at least 10,000 square feet
29. Schools-Administrative Facilities.
30. Schools-Business, Computer Management Training.
31. Schools-Fine Arts Instruction.
32. Schools-Junior Colleges.
33. Schools-Technical and Trade (except Truck Driving).

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Spring Hill Strategic Community Master Plan" into the plan **[THIRD READING] [PAGES 69-71]**

## **Notes**

First Reading: February 25, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearing: February 25, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-14HR

AN ORDINANCE AMENDING THE “2009 RICHLAND COUNTY COMPREHENSIVE PLAN”, ADOPTED ON DECEMBER 15, 2009, BY INCORPORATING THE “SPRING HILL STRATEGIC COMMUNITY MASTER PLAN” INTO THE PLAN.

WHEREAS, on December 15, 2009, Richland County Council adopted the “2009 Richland County Comprehensive Plan” pursuant to S.C. Code Section 6-29-310, et al. (Ordinance No. 076-09HR); and

WHEREAS, Section 6-29-520 (B) of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning and Enabling Act of 1994, as amended), requires that recommendations for amendments to the Comprehensive Plan must be by Resolution of the Planning Commission; and

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt the “Spring Hill Strategic Community Master Plan”, dated December 2013; and

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 County Council for Richland County as follows:

SECTION I. The “2009 Richland County Comprehensive Plan” is hereby amended by the incorporation of the “Spring Hill Strategic Community Master Plan”, dated December 2013, and which is on file in the Planning and Development Services Department, into the Plan.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2014.

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Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2014  
First Reading: February 25, 2014  
Second Reading: March 4, 2014 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the "2009 Richland County Comprehensive Plan", by incorporating the "Lower Richland Strategic Community Master Plan" into the plan **[THIRD READING] [PAGES 72-74]**

## **Notes**

First Reading: February 25, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearing: February 25, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-14HR

AN ORDINANCE AMENDING THE “2009 RICHLAND COUNTY COMPREHENSIVE PLAN”, ADOPTED ON DECEMBER 15, 2009, BY INCORPORATING THE “LOWER RICHLAND STRATEGIC COMMUNITY MASTER PLAN” INTO THE PLAN.

WHEREAS, on December 15, 2009, Richland County Council adopted the “2009 Richland County Comprehensive Plan” pursuant to S.C. Code Section 6-29-310, et al. (Ordinance No. 076-09HR); and

WHEREAS, Section 6-29-520 (B) of the South Carolina Code of Ordinances 1976, as amended (South Carolina Local Government Comprehensive Planning and Enabling Act of 1994, as amended), requires that recommendations for amendments to the Comprehensive Plan must be by Resolution of the Planning Commission; and

WHEREAS, the Richland County Planning Commission has unanimously approved a Resolution recommending that County Council adopt the “Lower Richland Strategic Community Master Plan”, dated December 2013; and

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 County Council for Richland County as follows:

SECTION I. The “2009 Richland County Comprehensive Plan” is hereby amended by the incorporation of the “Lower Richland Strategic Community Master Plan”, dated December 2013, and which is on file in the Planning and Development Services Department, into the Plan.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair

ATTEST THIS THE \_\_\_\_ DAY  
OF \_\_\_\_\_, 2014.

---

Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2014  
First Reading: February 25, 2014  
Second Reading: March 4, 2014 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to University Residences Columbia, LLC; and other related matters [**SECOND READING**] [**PAGES 75-96**]

## **Notes**

First Reading: March 4, 2014

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

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

WHEREAS, University Residences Columbia, LLC, a limited liability company organized and existing under the laws of Ohio (“Company”), is making an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

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Norman Jackson, Chairman, Richland County Council

(SEAL)  
ATTEST:

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Michelle Onley, Clerk to Richland County Council

First Reading: March 4, 2014  
Second Reading: March 18, 2014  
Public Hearing:  
Third Reading:

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

**0.34 acre parcel**

Being a 0.34 acre parcel of land, a portion of TMS# 08915-13-02, bounded by Greene Street to the north, property of CSX Transportation Inc. (formerly Wilmington/Columbia & Augusta Railroad) to the east and south; property of Palmetto Preservation Corp to the south and west; and Carolina Collegiate Federal Credit Union to the west.

BEGINNING at a railroad spike at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street thence North 70° 05' 06" East 207.56 feet to a ¾ inch pipe in the southern right of way of Greene Street, being the POINT OF BEGINNING; thence continuing along the right of way of Greene Street North 70° 06' 41" East 182.28 feet to a ½" rebar; thence turning and running in a curved line of length 270.56 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 3365.33 feet, chord bearing of South 22°48'04" East, chord distance of 270.49 feet) to 1/2" rebar; thence South 69° 40' 51" West 3.92 feet to a ½" pipe; thence along property now or formerly belonging to Palmetto Preservation Corp. South 69° 40' 51" West 14.95 feet to a ¾" pinch top; thence along the property now or formerly belonging to University of SC System Credit Union North 20° 13' 36" West 119.92 feet to a 1" pinch top; thence North 76° 05' 39" West 10.35 feet to 5/8" rebar; thence along the property now or formerly belonging to Carolina Collegiate Federal Credit Union North 53° 30' 16" West 24.76 feet to a 5/8" rebar; thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 60°21'30" W, chord distance of 49.90 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 66°10'19" W, chord distance of 49.97 feet) to a 5/8" rebar; thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 74°29'09" W, chord distance of 50.05 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 83°11'28" W, chord distance of 50.07 feet) to a ¾" pipe to the point of beginning and being a 0.34 of an acre according to a survey entitled Edwards Communities Development Co. dated December 18, 2013 by Cox and Dinkins, Inc.

**2.01 acre parcel**

Being a 2.01 acre parcel of land, comprised of TMS#'s 08914-14-03 & 08915-14-05, bounded by Greene Street to the south, property now or formerly belonging to Seaboard System Railroad, Inc., to the east; the unopened right-of-way of College Street to the north, and properties now or formerly belonging to S.C. State Credit Union and Pulaski Street to the west.

BEGINNING at a 1" Pipe (o) at the intersection of the northern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence continuing along the eastern right of way of Pulaski Street North 20° 24' 42" West 158.46 feet to 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 70° 04' 14" East 208.69 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 20° 06' 36" West 52.53 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 19° 37' 47" West 158.78 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to the City of Columbia City Hall North 69° 57' 58" East 133.83 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 24° 24' 24" East 369.25 feet to a 2" Pipe (o); thence turning and running along the

northern right-of-way of Greene Street South 69° 39' 30" West 163.68 feet to a 1" Pipe (o); thence continuing along the northern right-of-way of Greene Street South 69° 52' 33" West 207.00 feet to a 1" Pipe (o); said Pipe being the point of beginning and being 2.01 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 20, 2013 by Cox and Dinkins, Inc.

### **2.33 acre parcel**

Being a 2.33 acre parcel of land, comprised of TMS#'s 08915-13-07, 08915-13-06 & 08915-13-01, bounded by properties now or formerly belonging to Palmetto Preservation Corp. and Legal Bull Properties on Blanding, LLC to the south, Pulaski Street to the west, Greene street and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the north and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the east.

BEGINNING at a railroad spike (o) at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence North 70° 05' 06" East 207.56 feet to a 3/4" inch pipe in the southern right of way of Greene Street; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of North 83°11'28" West, chord distance of 50.07 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of South 74°29'09" East, chord distance of 50.05 feet) to 5/8" Rebar (o); thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 66°10'19" East, chord distance of 49.97 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 60°21'30" East, chord distance of 49.90 feet) to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 53° 30' 16" East 24.76 feet to 5/8" Rebar (o); thence turning and running along a gap of unknown ownership South 76° 05' 39" East 10.35 feet to a 1" Pinch-Top (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 20° 13' 36" East 119.92 feet to 3/4" Pinch-Top (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 69° 53' 27" West 185.66 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 20° 31' 44" East 57.97 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Legal Bull Properties on Blanding, LLC South 70° 32' 12" West 199.73 to 5/8" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 43' 59" West 57.99 feet to 1/2" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 54' 31" West 161.22 feet to RR Spike (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 52' 23" West 108.17 feet to RR Spike (o); said RR Spike being the point of beginning and being 2.33 acres according to a portion of a survey entitled Edwards Communities Development Co., dated September 20, 2013 by Cox and Dinkins, Inc.

### **3.81 acre parcel**

Being a 3.81 acre parcel of land, comprised of TMS#'s 08914-13-02 & 08914-13-03, bounded by Blossom Street to the north, the unopened right-of-way of Wayne Street to the east; the unopened right-of-way of Wheat Street to the south, now or formerly belonging to SCE&G Company, and the unopened right-of-way of Pulaski Street to the west and property now or formerly belonging to Columbia Outdoor Advertising, Inc.

BEGINNING at a 5/8" Rebar w/ cap (o) at the intersection of the southern right-of-way of Blossom Street and western right-of-way of unopened Wayne Street, thus being the POINT OF BEGINNING; thence

continuing along the unopened western right of way of Wayne Street South 20° 12' 23" East 419.32 feet to 5/8" Rebar w/ cap (o); thence turning and running along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 04' 00" West 208.13 feet to a 1/2" Rebar (n); thence continuing along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 03' 39" West 210.92 feet to a 5/8" rebar w/ cap (o); thence turning and running along the unopened eastern right-of-way of Pulaski Street North 20° 04' 49" West 266.85 feet to a 3/4" Pipe (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 69° 39' 21" East 60.21 feet to a 1" Pinch-Top (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 20° 12' 24" West 150.30 feet to a 1" Pinch-Top (o); thence turning and running along the southern right-of-way of Blossom Street North 69° 55' 17" East 149.53 feet to a 3/4" Pinch-Top (o); thence continuing along the southern right-of-way of Blossom Street North 69° 41' 18" East 208.71 feet to a 5/8" Rebar w/ cap (o); said Rebar being the point of beginning and being 3.81 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 11, 2012 by Cox and Dinkins, Inc.

**EXHIBIT B**  
**FORM OF CREDIT AGREEMENT**

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**CREDIT AGREEMENT**

**between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**UNIVERSITY RESIDENCES COLUMBIA, LLC**

**April 1, 2014**

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## CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of April 1, 2014 (“Agreement”), is between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and University Residences Columbia, LLC, a limited liability company organized and existing under the laws of the State of Ohio (“Company,” with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

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

WHEREAS, pursuant to the County’s Ordinance No. [REDACTED] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, the Company has secured the consent of the City to the inclusion of the Site within the boundaries of the Park; and

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

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

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

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment within 90 days of the date of the final Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, then the County may terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition, building construction, site preparation, site improvements, infrastructure construction, other real property improvements, and personal property acquisition) and soft costs (including, but not limited to, architectural fees, engineering

fees, financing fees, legal fees, studies, developer and general contracting fees, insurance, permits and tap fees, impact fees, renting and marketing costs and project development costs).

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall maintain the Facility in the County and operate the Facility as a private dormitory pursuant to the terms of and in compliance with Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina (“City Code”) for the Credit Term, as defined below. If the Facility fails to qualify as a private dormitory under the City Code prior to the receipt by the Company of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions of Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder. If at any time during the Credit Term, the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall not be entitled to any further benefits hereunder.

### **ARTICLE III CREDIT TERMS**

#### SECTION 3.01. Amount and Duration of Credit.

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

(b) The Company is eligible to receive a Credit for a period of 10 consecutive years, beginning with the property tax year in which the Company receives a final Certificate of Occupancy for the Facility. (“Credit Term”). For example, if the Company, being a calendar year taxpayer, receives a final Certificate of Occupancy for the Facility in 2015, the 10-year Credit Term shall begin with the 2016 property tax year which assesses property placed in service for the Facility as of December 31, 2015.

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

(d) If any portion of this Agreement is found to be invalid by a court of competent jurisdiction, the County agrees to provide the Company with a credit in an amount and for a term that is valid pursuant to such court ruling, but in no event may the value of the valid benefit exceed the value of the invalid benefit offered to the Company under this Agreement.

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

required to provide the Credits except with respect to the Fee Payments received from the Company.

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

SECTION 3.03. Termination.

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

**ARTICLE IV  
DEFAULTS AND REMEDIES**

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

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

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

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

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

**ARTICLE V  
MISCELLANEOUS**

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

SECTION 5.02. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Facility and to have access to and examine the Company's books and records pertaining to the investment at the Facility for purposes of determining (i) applicable ad valorem taxes or any applicable Fee Payment due from the Company or (ii) compliance with Section 2.02 of this Agreement. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Facility and the Company's books and records pertaining to the Facility. The terms and conditions of the Company may include, but not be limited to, those necessary to protect the Company's confidentiality and proprietary rights.

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

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

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

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 5.06. No Liability for Personnel of County or Company. No covenant or agreement



Post Office Box 1509  
Columbia, South Carolina 29202

(b) if to the Company: University Residences Columbia, LLC  
Attn: Steve Simonetti, VP Land Acquisition and  
Development  
495 South High Street, Suite 150  
Columbus, Ohio 43215

with a copy to  
(does not constitute notice): McNair Law Firm, P.A  
Attn: Erik P. Doerring  
1221 Main Street (29201)  
P.O. Box 11390  
Columbia, South Carolina 29211

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

SECTION 5.09. Administrative Fees.

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

\_\_\_\_\_  
Clerk to Richland County Council

IN WITNESS WHEREOF, UNIVERSITY RESIDENCES COLUMBIA, LLC has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

UNIVERSITY RESIDENCES COLUMBIA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

**EXHIBIT A**  
**DESCRIPTION OF SITE**

**0.34 acre parcel**

Being a 0.34 acre parcel of land, a portion of TMS# 08915-13-02, bounded by Greene Street to the north, property of CSX Transportation Inc. (formerly Wilmington/Columbia & Augusta Railroad) to the east and south; property of Palmetto Preservation Corp to the south and west; and Carolina Collegiate Federal Credit Union to the west.

BEGINNING at a railroad spike at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street thence North 70° 05' 06" East 207.56 feet to a ¾ inch pipe in the southern right of way of Greene Street, being the POINT OF BEGINNING; thence continuing along the right of way of Greene Street North 70° 06' 41" East 182.28 feet to a ½" rebar; thence turning and running in a curved line of length 270.56 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 3365.33 feet, chord bearing of South 22°48'04" East, chord distance of 270.49 feet) to 1/2" rebar; thence South 69° 40' 51" West 3.92 feet to a ½" pipe; thence along property now or formerly belonging to Palmetto Preservation Corp. South 69° 40' 51" West 14.95 feet to a ¾" pinch top; thence along the property now or formerly belonging to University of SC System Credit Union North 20° 13' 36" West 119.92 feet to a 1" pinch top; thence North 76° 05' 39" West 10.35 feet to 5/8" rebar; thence along the property now or formerly belonging to Carolina Collegiate Federal Credit Union North 53° 30' 16" West 24.76 feet to a 5/8" rebar; thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 60°21'30" W, chord distance of 49.90 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 429.65 feet, chord bearing of N 66°10'19" W, chord distance of 49.97 feet) to a 5/8" rebar; thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 74°29'09" W, chord distance of 50.05 feet) to a ¾" pipe; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Carolina Collegiate Federal Credit Union (curve of radius 322.89 feet, chord bearing of N 83°11'28" W, chord distance of 50.07 feet) to a ¾" pipe to the point of beginning and being a 0.34 of an acre according to a survey entitled Edwards Communities Development Co. dated December 18, 2013 by Cox and Dinkins, Inc.

**2.01 acre parcel**

Being a 2.01 acre parcel of land, comprised of TMS#'s 08914-14-03 & 08915-14-05, bounded by Greene Street to the south, property now or formerly belonging to Seaboard System Railroad, Inc., to the east; the unopened right-of-way of College Street to the north, and properties now or formerly belonging to S.C. State Credit Union and Pulaski Street to the west.

BEGINNING at a 1" Pipe (o) at the intersection of the northern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence continuing along the eastern right of way of Pulaski Street North 20° 24' 42" West 158.46 feet to 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 70° 04' 14" East 208.69 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 20° 06' 36" West 52.53 feet to a 5/8" Rebar (o); thence turning and running along the property now or formerly belonging to S.C. State Credit Union, North 19° 37' 47" West 158.78 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to the City of Columbia City Hall North 69° 57' 58" East 133.83 feet to a 1/2" Rebar (o); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 24° 24' 24" East 369.25 feet to a 2" Pipe (o); thence turning and running along the

northern right-of-way of Greene Street South 69° 39' 30" West 163.68 feet to a 1" Pipe (o); thence continuing along the northern right-of-way of Greene Street South 69° 52' 33" West 207.00 feet to a 1" Pipe (o); said Pipe being the point of beginning and being 2.01 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 20, 2013 by Cox and Dinkins, Inc.

### **2.33 acre parcel**

Being a 2.33 acre parcel of land, comprised of TMS#'s 08915-13-07, 08915-13-06 & 08915-13-01, bounded by properties now or formerly belonging to Palmetto Preservation Corp. and Legal Bull Properties on Blanding, LLC to the south, Pulaski Street to the west, Greene street and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the north and property now or formerly belonging to Wilmington/Columbia & August RR Tax Dept. to the east.

BEGINNING at a railroad spike (o) at the intersection of the southern right-of-way of Greene Street and eastern right-of-way of Pulaski Street, this being the POINT OF BEGINNING; thence North 70° 05' 06" East 207.56 feet to a 3/4" inch pipe in the southern right of way of Greene Street; thence turning and running in a curved line of length 50.12 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of North 83°11'28" West, chord distance of 50.07 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 50.10 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 322.89 feet, chord bearing of South 74°29'09" East, chord distance of 50.05 feet) to 5/8" Rebar (o); thence turning and running in a curved line of length 50.00 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 66°10'19" East, chord distance of 49.97 feet) to 3/4" Pipe (o); thence turning and running in a curved line of length 49.92 feet along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department (curve of radius 429.65 feet, chord bearing of South 60°21'30" East, chord distance of 49.90 feet) to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 53° 30' 16" East 24.76 feet to 5/8" Rebar (o); thence turning and running along a gap of unknown ownership South 76° 05' 39" East 10.35 feet to a 1" Pinch-Top (o); thence turning and running along property now or formerly belonging to Wilmington/Columbia & Augusta RR Tax Department South 20° 13' 36" East 119.92 feet to 3/4" Pinch-Top (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 69° 53' 27" West 185.66 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Palmetto Preservation Corp. South 20° 31' 44" East 57.97 feet to 5/8" Rebar (o); thence turning and running along property now or formerly belonging to Legal Bull Properties on Blanding, LLC South 70° 32' 12" West 199.73 to 5/8" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 43' 59" West 57.99 feet to 1/2" Rebar (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 54' 31" West 161.22 feet to RR Spike (o); thence turning and running along the eastern right-of-way of Pulaski Street North 19° 52' 23" West 108.17 feet to RR Spike (o); said RR Spike being the point of beginning and being 2.33 acres according to a portion of a survey entitled Edwards Communities Development Co., dated September 20, 2013 by Cox and Dinkins, Inc.

### **3.81 acre parcel**

Being a 3.81 acre parcel of land, comprised of TMS#'s 08914-13-02 & 08914-13-03, bounded by Blossom Street to the north, the unopened right-of-way of Wayne Street to the east; the unopened right-of-way of Wheat Street to the south, now or formerly belonging to SCE&G Company, and the unopened right-of-way of Pulaski Street to the west and property now or formerly belonging to Columbia Outdoor Advertising, Inc.

BEGINNING at a 5/8" Rebar w/ cap (o) at the intersection of the southern right-of-way of Blossom Street and western right-of-way of unopened Wayne Street, thus being the POINT OF BEGINNING; thence continuing along the unopened western right of way of Wayne Street South 20° 12' 23" East 419.32 feet

to 5/8" Rebar w/ cap (o); thence turning and running along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 04' 00" West 208.13 feet to a 1/2" Rebar (n); thence continuing along the unopened northern right-of-way of Wheat Street, property now or formerly belonging to S.C.E. & G. Company, South 70° 03' 39" West 210.92 feet to a 5/8" rebar w/ cap (o); thence turning and running along the unopened eastern right-of-way of Pulaski Street North 20° 04' 49" West 266.85 feet to a 3/4" Pipe (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 69° 39' 21" East 60.21 feet to a 1" Pinch-Top (o); thence turning and running along the property now or formerly belonging to Columbia Outdoor Advertising, Inc., North 20° 12' 24" West 150.30 feet to a 1" Pinch-Top (o); thence turning and running along the southern right-of-way of Blossom Street North 69° 55' 17" East 149.53 feet to a 3/4" Pinch-Top (o); thence continuing along the southern right-of-way of Blossom Street North 69° 41' 18" East 208.71 feet to a 5/8" Rebar w/ cap (o); said Rebar being the point of beginning and being 3.81 acres according to a portion of a survey entitled Edwards Communities Development Co. dated September 11, 2012 by Cox and Dinkins, Inc.

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02 [**PAGES 97-99**]

## **Notes**

First Reading: February 18, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-14HR

AN ORDINANCE AUTHORIZING AN EASEMENT TO 2T PROPERTIES  
LLC FOR A SANITARY SEWER LINE ACROSS LAND OWNED BY  
RICHLAND COUNTY; SPECIFICALLY A PORTION OF TMS # 14900-01-02.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant an easement for a sanitary sewer line to 2T Properties, LLC across a portion of Richland County TMS #14900-01-02, as specifically described in the Sanitary Sewer Easement, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Norman Jackson, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Michelle Onley  
Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

N/F  
 RICHLAND COUNTY  
 REMAINDER OF TMS 14900-01-02  
 DB R1479, PG 1098  
 PB X, PG 2373 &  
 PB 51, PG 9706

88+/- ACRES

SSMH-1 (EXISTING)  
 STA 0+00  
 RIM 402.6  
 INVERT IN 394.05  
 INVERT IN 394.03 EX  
 INVERT OUT 393.95 EX

15' EXISTING CITY OF  
 COLUMBIA SEWER  
 EASEMENT

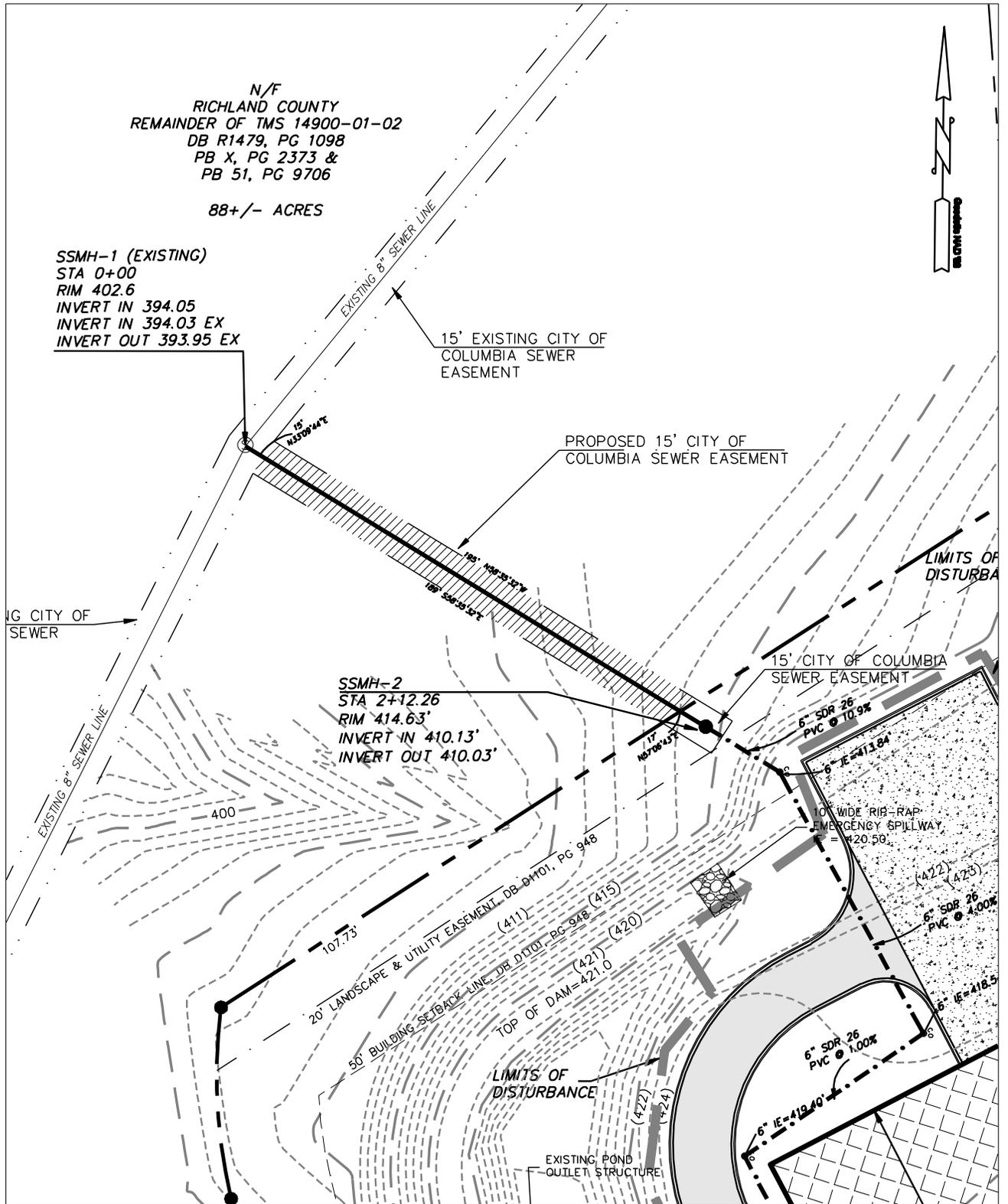
PROPOSED 15' CITY OF  
 COLUMBIA SEWER EASEMENT

EXISTING CITY OF  
 SEWER

SSMH-2  
 STA 2+12.26  
 RIM 414.63'  
 INVERT IN 410.13'  
 INVERT OUT 410.03'

15' CITY OF COLUMBIA  
 SEWER EASEMENT

LIMITS OF  
 DISTURBA



PREPARED BY  
**POWER ENGINEERING COMPANY, INC.**  
 ENGINEERS - PLANNERS - SURVEYORS  
 COLUMBIA, SC CHARLOTTE, NC

<b>REFERENCE:</b>
<b>PROJECT NAME: 2T PROPERTIES WAREHOUSE</b>
<b>PROJECT NUMBER: 3554</b>
<b>DATE: 02-12-2014</b>
<b>DRAWN BY: JTS</b>
<b>CHECKED BY: JTS</b>

<b>Civil Sketch 1</b>
<b>SCALE: 1:30</b>
<b>SEWER EASEMENT</b>

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending Section 26-151, Permitted Uses with Special Requirements; so as to remove the distance requirement between bars and places of worship in the GC, M-1, and LI Zoning Districts under certain conditions  
**[PAGES 100-102]**

## **Notes**

First Reading: February 25, 2014

Second Reading: March 4, 2014

Third Reading:

Public Hearing: February 25, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-151, PERMITTED USES WITH SPECIAL REQUIREMENTS; SUBSECTION (C), STANDARDS; PARAGRAPH (8), BARS AND OTHER DRINKING PLACES; SO AS TO REMOVE THE DISTANCE REQUIREMENT BETWEEN BARS AND PLACES OF WORSHIP IN THE GC, M-1, AND LI ZONING DISTRICTS UNDER CERTAIN CONDITIONS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article V, Zoning Districts and District Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; Paragraph (8), Bars and Other Drinking Places; is hereby amended to read as follows:

- (8) *Bars and other drinking places.*
- a. Use districts: Rural Commercial; General Commercial; M-1 and LI Light Industrial.
  - b. Lots used for drinking places shall be located no closer than four hundred (400) feet from any other lot used as a drinking place, and shall be no closer than six hundred (600) feet to any lot which contains a school (public or private), and shall be no closer than six hundred (600) feet to any lot which contains ~~or~~ a place of worship. However, if the place of worship is located in a GC, M-1, or LI zoning district and is located in a mixed-use shopping center, a mall, or an industrial park, the setback does not apply, unless the place of worship was established at that location prior to March 18, 2014.
  - c. Bars and other drinking places shall provide adequate off-street parking at a rate of twelve (12) spaces for each one thousand (1,000) square feet of gross floor area.
  - d. Parking areas related to the establishment of a bar or other drinking place shall be located no closer than thirty (30) feet to the property line of residentially zoned or used property.
  - e. A minimum six (6) foot high opaque fence shall be erected adjacent to the property line of abutting residentially zoned or used property.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2014.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair

ATTEST THIS THE \_\_\_\_\_ DAY

OF \_\_\_\_\_, 2014

\_\_\_\_\_  
Michelle Onley  
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 25, 2014  
First Reading: February 25, 2014  
Second Reading: March 4, 2014 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

Reclassification and Promotion Handbook Revisions [PAGES ]

## **Notes**

February 25, 2014 - The Committee forwarded this item to Council without a recommendation. They requested staff to provide Council with financial information regarding the number of reclassifications per year for the past 4 years, to include the impact on benefits associated with the reclassification.

## Richland County Council Request of Action

**Subject:** Reclassification and Promotion Handbook Revisions

### **A. Purpose**

The purpose of this request is to revise the policies on reclassification and promotion.

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

The County's current reclassification policy does not authorize a pay increase for an incumbent in a job approved for reclassification unless the employee's pay rate is below the minimum of the new pay range, despite the fact that an employee is taking on additional duties and responsibilities, which sometimes cause the job to be reclassified 5 or more pay grades higher. Revisions to the reclassification policy will authorize pay increases for incumbents based on percentage increases per grade change.

Please note that a proposed job description for a reclassification is reviewed and assigned a pay grade by our outside Human Resources consultant, Buck. Buck reviews the increased / decreased responsibilities, per the proposed job description, and assigns it a pay grade based on the increased / decreased responsibilities.

Revisions are being requested to the promotion policy to mirror that of the reclassification policy.

#### **Reclassifications**

##### **Current Policy:**

Reclassification – The reassignment of an existing position from one classification to another based on job content such as duty, kind of work, level of difficulty, required skill and education, and accountability for work being performed. Reclassification may result in an increased (if the employee is below the minimum of the new pay grade), decreased or maintained pay rate.

##### **Proposed Policy:**

Reclassification - The major objective of the reclassification process is to place jobs in an appropriate grade/salary range that reflect both the job's market value and a proper internal relationship to other jobs at Richland County. This process includes determining the most appropriate pay grade, as well as reviewing essential compliance with the Fair Labor Standards Act as it pertains to exempt or non-exempt status and the Americans with Disabilities Act relating to identification of and documentation of essential functions.

Richland County Government supports equal opportunity for all employees. Therefore, whenever possible, promotion opportunities should be published to all employees. Reclassification of a position to a higher pay grade and/or increase in the pay rate of an incumbent employee in a reclassified position is considered a non-competitive promotion. Planned promotion of an employee within an established career path is also considered a non-competitive promotion; however, such promotions should consider equity and consistency with peer employees. Reclassification pay increases can range from 10% to 20% depending on several factors. Reclassifications are documented, significant, and permanent change in the duties and responsibilities of the position that include a change in duties/responsibilities, skills, knowledge, and abilities as a result of reorganization, program changes, new technologies, and/or other events that impact the nature of work to be performed. Reclassification can result in the pay grade of a job increasing, decreasing or remaining the same.

Increase in Pay Grade	Percentage Increase
1-2	10%
3-4	15%
5 or more	20%

As previously stated, a proposed job description for a reclassification is reviewed and assigned a pay grade by our outside Human Resources consultant, Buck. Buck reviews the increased / decreased responsibilities, per the proposed job description, and assigns it a pay grade based on the increased / decreased responsibilities.

**Promotions**

**Current policy:**

Promotion – The movement of an employee from one position to a different position with increased duties and responsibilities and/or a higher pay grade. Promotions generally result in an increase in an employee’s pay. Promotion increases can range from 5% to 15% depending on several factors.

**Proposed Policy:**

Promotion – The movement of an employee from one position to a different position with increased duties and responsibilities and/or a higher pay grade. Promotions generally result in an increase in an employee’s pay. Promotion increases can range from 10% to 20% depending on several factors.

**C. Legislative / Chronological History**

This is a staff-initiated request.

**D. Financial Impact**

It is undetermined if departments will request additional reclassifications / promotions due to this change. Again, however, departments / HR cannot make unilateral decisions for reclassifications / assigning new pay grades to positions. Reclassifications are reviewed and recommendations are made by the outside consultant, Buck.

**E. Alternatives**

- 1. Approve the handbook changes as proposed.
- 2. Modify and approve the handbook changes.
- 3. Do not approve the handbook changes.

**F. Recommendation**

Staff recommends Council approve the handbook changes as proposed.

Recommended by: T. Dwight Hanna    Dept: Human Resources    Date: January 10, 2014.

**G. Reviews**

**Finance**

Reviewed by: Daniel Driggers

Date: 1/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

While the recommended policy would be employee-centric, it is also important that the County evaluate the fiscal sustainability of the policy over time. I would recommend that the County require some level of regressive analysis to the policy change to determine the potential financial impact prior to approving and establish internal controls to be utilized prospectively. Therefore the recommendation is based on the financial impact of the decision being undetermined and not the merits of the proposal.

**Legal**

Reviewed by: Elizabeth McLean

Date: 1/22/14

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Roxanne Ancheta

Date: February 20, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the concepts as presented, and allow staff to evaluate the fiscal sustainability of this policy over time, as recommended by the Finance Director. The results of this study will be presented to Council at an upcoming Council meeting for review and action.

**Cost and Number of Reclases by Department from 1/1/2010 to 3/1/2014**

Department	TOTALS			
	Total Cost with Mandated Benefits	Total Number of Reclases	Total Cost with Mandated Benefits under Proposed Policy Change	Net Change
ADMINISTRATION	\$2,214.00	1	\$6,660.00	\$4,446.00
AUDITOR	\$77,779.34	19	\$76,249.45	-\$1,529.90
BUSINESS SERVICE CENTER	\$0.00	1	\$4,643.15	\$4,643.15
CASA	\$7,403.93	3	\$14,431.56	\$7,027.63
CLERK OF COURT	\$6,039.54	2	\$2,678.83	-\$3,360.71
CORONER	\$21,903.17	1	\$6,814.32	-\$15,088.84
EMERGENCY MEDICAL SERVICES	\$8,956.12	3	\$12,888.95	\$3,932.84
FINANCE	\$4,678.36	2	\$13,932.16	\$9,253.81
HUMAN RESOURCES	\$1,551.42	1	\$3,253.77	\$1,702.35
INFORMATION TECHNOLOGY	\$5,365.12	1	\$5,366.29	\$1.17
LEGAL**	\$102,684.47	5	\$60,941.96	-\$41,742.51
OMBUDSMAN	\$39,620.58	7	\$39,339.42	-\$281.16
PLANNING	\$31,751.09	3	\$4,529.90	-\$27,221.19
PUBLIC WORKS	\$36,965.88	3	\$22,196.74	-\$14,769.14
SHERIFF	\$6,109.58	1	\$0.00	-\$6,109.58
SOLICITOR	\$21,600.00	6	\$41,476.74	\$19,876.74
SUPPORT SERVICES	\$13,370.76	2	\$7,520.88	-\$5,849.88
UTILITIES	\$2,405.52	1	\$0.00	-\$2,405.52
VOTER REGISTRATION	\$7,458.14	3	\$23,422.62	\$15,964.47
<b>GRAND TOTAL</b>	<b>\$397,857.01</b>	<b>65</b>	<b>\$346,346.74</b>	<b>-\$51,510.27</b>

\*\* calculation of mandated benefits under proposed policy cannot be calculated because position moved from unclassified to classified.

RECLASSIFICATIONS BY GENDER JAN 2010 TO FEB 2014

Division	FEMALES			MALES			TOTALS	
	Number of Females whose job were reclassified	Total Females in Department	Percentage of Females Reclassified to Department Total	Number of Males whose jobs were reclassified	Total Males in Department	Percentage of Males Reclassified to Department Total	Total Receiving Reclassification	Total Department Population
ADMINISTRATION	1	8	6%		8	0%	1	16
AUDITOR	18	22	72%	1	3	4%	19	25
BUSINESS SERVICE CENTER		5	0%	1	2	14%	1	7
CASA	3	9	20%		6	0%	3	15
CLERK OF COURT	2	61	3%		16	0%	2	77
CORONER		13	0%	1	14	4%	1	27
EMERGENCY MEDICAL SERVICES		71	0%	3	133	1%	3	204
FINANCE	1	16	4%	1	8	4%	2	24
HUMAN RESOURCES	1	9	10%		1	0%	1	10
INFORMATION TECHNOLOGY	1	14	2%		31	0%	1	45
LEGAL	3	4	50%	2	2	33%	5	6
OMBUDSMAN	7	7	100%		0	0%	7	7
PLANNING	3	17	12%		8	0%	3	25
PUBLIC WORKS	1	19	1%	2	65	2%	3	84
SHERIFF		202	0%	1	512	0%	1	714
SOLICITOR	2	44	3%	4	20	6%	6	64
SUPPORT SERVICES	2	24	3%		41	0%	2	65
UTILITIES	1	6	4%		21	0%	1	27
VOTER REGISTRATION	2	18	9%	1	4	5%	3	22
<b>GRAND TOTAL</b>	<b>48</b>	<b>569</b>	<b>3%</b>	<b>17</b>	<b>895</b>	<b>1%</b>	<b>65</b>	<b>1464</b>

RECLASSIFICATIONS BY YEARS OF RICHLAND COUNTY SERVICE JAN 2010 TO FEB 2014

<b>Division</b>	<b>Average of Years of Service</b>	<b>Number of Incumbents</b>
ADMINISTRATION	4.11	1
AUDITOR	6.09	19
BUSINESS SERVICE CENTER	5.00	1
CASA	10.05	3
CLERK OF COURT	5.05	2
CORONER	7.01	1
EMERGENCY MEDICAL SERVICES	6.08	3
FINANCE	12.20	2
HUMAN RESOURCES	6.72	1
INFORMATION TECHNOLOGY	12.05	1
LEGAL	12.44	5
OMBUDSMAN	7.24	7
PLANNING	6.26	3
PUBLIC WORKS	7.96	3
SHERIFF	7.39	1
SOLICITOR	3.06	6
SUPPORT SERVICES	8.25	2
UTILITIES	5.92	1
VOTER REGISTRATION	10.88	3
<b>GRAND TOTAL</b>	<b>7.57</b>	<b>65</b>

RECLASSIFICATIONS BY AVERAGE AGE JAN 2010 TO FEB 2014

<b>Division</b>	<b>Average age of incumbents whose jobs were reclassified</b>	<b>Number of Incumbents whose jobs were reclassified</b>	<b>Average age in Department</b>
ADMINISTRATION	29	1	41
AUDITOR	47	19	49
BUSINESS SERVICE CENTER	56	1	42
CASA	43	3	45
CLERK OF COURT	42	2	49
CORONER	59	1	52
EMERGENCY MEDICAL SERVICES	54	3	39
FINANCE	43	2	41
HUMAN RESOURCES	34	1	44
INFORMATION TECHNOLOGY	53	1	46
LEGAL	45	5	47
OMBUDSMAN	32	7	31
PLANNING	37	3	46
PUBLIC WORKS	36	3	45
SHERIFF	56	1	45
SOLICITOR	32	6	42
SUPPORT SERVICES	49	2	52
UTILITIES	51	1	49
VOTER REGISTRATION	59	3	52
<b>GRAND TOTAL</b>	<b>43</b>	<b>65</b>	<b>45</b>

RECLASSIFICATIONS BY RACE JAN 2010 TO FEB 2014

Division	ASIAN			BLACK			WHITE			TOTALS	
	Total of Asian workers whose job were reclassified	Total Number of Asian workers in Department	Percentage of Asian workers in Department whose jobs were reclassified	Total of Black workers whose job were reclassified	Total Number of Black workers in Department	Percentage of Black workers in Department whose jobs were reclassified	Number of White workers whose jobs were reclassified	Total White workers in Department	Percentage of White workers in Department whose jobs were reclassified	Total Receiving Reclassification	Total Department Population
ADMINISTRATION		0	0%		6	0%	1	10	10%	1	16
AUDITOR		0	0%	13	16	81%	6	9	67%	19	25
BUSINESS SERVICE CENTER		1	0%	1	4	25%		2	0%	1	7
CASA		0	0%	3	10	30%		5	0%	3	15
CLERK OF COURT		0	0%	1	39	3%	1	38	3%	2	77
CORONER		0	0%	1	7	14%		20	0%	1	27
EMERGENCY MEDICAL SERVICES		2	0%		29	0%	3	173	2%	3	204
FINANCE		1	0%		5	0%	2	18	11%	2	24
HUMAN RESOURCES		0	0%		4	0%	1	6	17%	1	10
INFORMATION TECHNOLOGY		3	0%	1	12	8%		30	0%	1	45
LEGAL		0	0%	2	2	100%	3	4	75%	5	6
OMBUDSMAN		0	0%	7	6	0%		1	0%	7	7
PLANNING		0	0%	2	10	20%	1	15	7%	3	25
PUBLIC WORKS*	1	0	0%	2	50	4%		34	0%	3	84
SHERIFF		2	0%		183	0%	1	510	0%	1	695
SOLICITOR		0	0%	1	17	6%	5	46	11%	6	63
SUPPORT SERVICES		0	0%	2	45	4%		20	0%	2	65
UTILITIES		1	0%	1	7	14%		18	0%	1	26
VOTER REGISTRATION		1	0%	2	12	17%	1	8	13%	3	21
<b>GRAND TOTAL</b>	<b>1</b>	<b>11</b>	<b>9%</b>	<b>39</b>	<b>464</b>	<b>8%</b>	<b>25</b>	<b>967</b>	<b>3%</b>	<b>65</b>	<b>1442</b>

\* Percentage is zero because there are currently no asian workers working in department. The one reclassification was in 2010

RECLASSIFICATIONS BY TYPE OF DEGREE JAN 2010 TO FEB 2014

Division	Type of Degree					Grand Total
	High School Diploma	Associates	Bachelors	Masters	Juris Doctorate	
ADMINISTRATION			1			1
AUDITOR	10	6	3			19
BUSINESS SERVICE CENTER			1			1
CASA	1			1	1	3
CLERK OF COURT	2					2
CORONER	1					1
EMERGENCY MEDICAL SERVICES	2		1			3
FINANCE		1		1		2
HUMAN RESOURCES		1				1
INFORMATION TECHNOLOGY			1			1
LEGAL					5	5
OMBUDSMAN	2		4	1		7
PLANNING		1	1	1		3
PUBLIC WORKS			1	2		3
SHERIFF	1					1
SOLICITOR					6	6
SUPPORT SERVICES	1		1			2
UTILITIES	1					1
VOTER REGISTRATION	2		1			3
<b>GRAND TOTAL</b>	<b>23</b>	<b>8</b>	<b>15</b>	<b>6</b>	<b>12</b>	<b>65</b>

# Richland County Council Request of Action

**Subject**

Accommodations Tax Committee-1

# Richland County Council Request of Action

**Subject**

Township Auditorium Board-1; there is one vacancy on this board

# Richland County Council Request of Action

**Subject**

Lexington/Richland Alcohol and Drug Abuse Council-1; applications were received from the following persons:  
**[PAGES 117-123]**

Alfred Comfort, III  
John Jacob Loveday



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

**Applicant must reside in Richland County.**

Name: Alfred Comfort III

Home Address: 955 Park Street

Telephone: (home) (803)9604315 (work) (803)7371245

Office Address: \_\_\_\_\_

Email Address: comforta@scdot.org

Educational Background: Bachelors, Accounting / MBA, business

Professional Background: Nearly 20 years of finance and accounting public and private exp.

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

Name of Committee in which interested: LRADAC

Reason for interest: I have a high level of interest in serving the community in this capacity.

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

I have a willingness and desire to serve freely. I want to give back to the community. I am confident my skills knowledge and abilities can be useful to the organization.

Presently serve on any County Board/Commission/Committee? No I do not.

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 2 - 10 hours per month, more if the situation requires.

**CONFLICT OF INTEREST POLICY**

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Calvin C. Cooper, Jr.*  
Applicant's Signature

10-24-13  
Date

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

**One form must be submitted for each committee on which you wish to serve.**

**Applications are current for one year.**

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

**Alfred Comfort III, MBA, CPM candidate**  
955 Park Street • Columbia, SC • Work 803.737.1245 • Cell 803.931.2227

Alfred, a native of Charleston SC, serves as the chief accounting executive at the SC Department of Transportation. Alfred controls access to all agency funds and is the key accountant and fiduciary for the organization's financial statement development. Budgeting is another key function Alfred and his staff help maintain. All revenues and expenditures are counted and accounted for through his various areas of responsibility. He develops reports and performs analyses that are crucial to the strategic and tactical management of the organization. In addition to the measurement and analysis of agency revenues and expenditures, he works with state highway engineers in setting rates for the key services provided to the citizens of South Carolina. He has a high level of understanding of key IT concepts and issues, which gives him the necessary expertise to evaluate IT systems along with proposals and plans, which may have financial and strategic impacts.

Alfred demonstrates the conservatism and prudence of a financial executive. He has a healthy concern about the downside and risks of business decisions he is required to make. He has an attention to detail and mastery of facts about the organization's financial position. He provides an appropriate amount of hands-on capability with creating and analyzing financial reports. He has the ability to explain complex financial issues clearly and concisely in plain language, without resorting to technical speak. Alfred also has a keen expertise in information technology (IT), especially related to the organizations accounting systems. He has always exuded a willingness to work hard and for long hours if necessary and always remains calm under pressure.

2009 - Present - State of South Carolina

**Financial Controller – South Carolina Department of Transportation (2012 - Present);**

**Financial Director - State Information Technology (2010 - 2012);**

**Financial Manager – Budget & Control Board (2009 - 2010)**

Provide strategic and tactical leadership in the areas of accounting, accounts receivable, accounts payable, budgets, payroll, federal grants, financial reporting (internal and external), strategic planning, citizen relations, and corporate communications. Took over financial management of the all accounting related functions at a time when the agency was experiencing issues with the payment of agency-wide expenses and the production of agency-wide financial statements.

**Overview:** Play a leading role in transforming the agency into an organization that issued mistake free financial statements for amounting to \$1.4 Billion of financial activity. Ensures the agency improved payment of vendor invoices to 95% paid within 30 days of receipt. Led efforts to streamline federal grants process increasing agency cash flows financing. Increased cash flows allowing additional funds for the construction and maintenance of the South Carolina transportation system.

- Recruited by the Deputy Secretary of Finance and Administration to help improve fiscal operations for the SC Department of Transportation.
- Led major restructuring that reorganized the accounting department for the agency and resulted in higher efficiency.
- Manage the year end audit and oversaw the compilation of error free financial statements for the first time in the past 10 years.
- Process engineer the key financial functions related to accounts payable, federal grants, and payroll to reduce program cycle times.
- Reversed strained relationships between accounting and key internal/external business partners to ensure success of financial operations.

2008 - 2009 - **PROJECT MANAGER AND INTERNAL AUDITOR**, TriCenturion (Partially owned by Palmetto Health), Columbia, SC;

- Led Projects and Conduct Company-wide audits and training.
- Conducted research on compliance and Medicaid/Medicare/CMS related matters in order to ensure proper adherence to Medicaid/Medicare/CMS requirements for beneficiary determination.
- Provided class type instruction and trained other employees on the use of Microsoft Office programs and applications.

2005 – 2007 – **VP, SENIOR COMPLIANCE AUDIT RISK MANAGER**, Wells Fargo Bank, Audit and Security, Phoenix, AZ;

- Accountable for completion of a portion of the compliance team audit plan and managing a group dedicated to the completion of the plan, including the development of an audit risk assessment.
- Chaired a subcommittee of the group of the 25 largest banks. Subcommittee focuses on the industry in regards to the risk of BSA/AML and OFAC.
- Provided feedback and coaching. Establishes development plans for each Team Member that facilitate proficiency and excellence in current position.
- Recruited for future opportunities. Developed and maintained strong, positive relationships with clients and third parties. Planned and organized work in an annual cycle, not just project cycle. Ensured audit engagements are risk-based, and executed according to Wells Fargo Audit Services policies and guidance.
- Local Diversity Council chairperson for the Audit and Security Team. Held informative value added meetings and arranging other events and speakers.

**1997- 2005 – VP, SENIOR COMPLIANCE AUDIT RISK MANAGER, Bank of America, Corporate Audit; Corporate Risk Management, Charlotte, NC;**

- Managed Compliance Risk Management and Corporate Marketing business groups audit relationships, including execution of the audit plan, communication with business partners and key project expense management responsibilities. Research and rank regulatory changes that affect the organization and prepare for regulatory examinations.
- Provide training to other bank employees on latest methods to conduct compliance reviews and reporting. Provide training guides to ensure consistency with organizational objectives based on the assessment of needs using surveys.
- Worked with Audit/Compliance executives to develop, implement and communicate policies and strategies related to compliance matters with additional emphasis on Anti-Money Laundering Compliance (USA Patriot Act, BSA, OFAC, etc.).
- Proactively managed relationships with regulatory agencies, external consultants and other internal risk management groups.
- Develop and implement automated testing routines assigned areas and previously duties included documenting overall processes with failure modes, identifying those metrics that are considered critical to quality, measure unit performance against the predetermined metrics and follow up with client as appropriate for any deficiencies and determination of root cause.

**1995 - 1997 CORPORATE FINANCIAL ANALYST, The Hearst Corporation, Charlotte, NC;**

- Produced monthly, quarterly and yearly internal reports of Cash, Revenue, Income, and Capital expenditures. Researched to measure and forecast corporate competitiveness and unit productivity along eight product lines.
- Managed the entire corporate budget process under the direction of the Deputy Budget Director. Regularly communicated with all company division controllers and accounting managers to discuss any finding. Provided reporting to senior and executive management and assisted with key acquisition analysis.

**1994 - 1995 – INSTITUTIONAL BUDGET ANALYST, Winthrop University, Rock Hill, SC;**

- Direct report of the University Budget & Grants Director - managed entire annual budget process and prepared balanced budget/journal entries. Developed and distributed revenue reports for executive and senior university management. Conducted periodic reviews of budget balances to assure accuracy.
- Worked with department heads providing an understanding of issues. Created a training manual/process and provided training to university staff and executives to better assist and coach department heads on the use of FRS. Maintained the university chart of accounts and managed accounting system access as the administrator of FRS.

**TECHNOLOGY - Microsoft Products (expert) • LotusNotes • Focus • Hyperion • InSight • BRIO • ACBS • PIMS • ACL • SAP • CRYSTAL REPORTING • Entire Connection**

**VOLUNTEERING – Richland County Internal Audit Committee - Former Member • Volunteer Center of Maricopa County – Former Board Member • United Way - Adult Child Protection Council – Former Board Member • Charlotte Emergency Housing – Former Board Member**

**EDUCATION & AFFILIATIONS:**

- Business Administration Bachelors' Degree, with an accounting emphasis Winthrop University, 1994
- MBA, Initiated at Winthrop University and completed at Webster University, 2010
- Certified Public Manager (CPM) – In process, certification expected 2014
- GFOA Certification – In process, certification expected 2015
- Certified Internal Auditor (CIA) - Completed one portion of the examination
- Certified Public Accountant (CPA) – Currently studying for the CPA, expected 2015
- Member of Government Finance Officers Association of South Carolina
- Member of South Carolina Association of Certified Public Accountants
- Member of SC Society of Certified Public Managers



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

**Applicant must reside in Richland County.**

Name: John Jacob Loveday

Home Address: 3711 Coleman Street, Columbia SC 29205

Telephone: (cell) 803-507-5024 (work) 803-768-8308

Office Address: 510 Lexington Avenue, Chapin SC 29036

Email Address: jjloveday@gmail.com

Educational Background: BA (History) - University of South Carolina, Columbia

M.T. (Master of Teaching, Secondary Education) - University of South Carolina, Columbia

M.Ed. (Master in Educational Administration) - University of South Carolina, Columbia

Professional Background: I began my professional career as a teacher at the secondary level. I have experience teaching in the private, traditional public, and charter school sectors.

Approximately five years ago I shifted my career by serving in more administrative and leadership roles. I currently serve as the Assistant Principal for South Carolina Whitmore School.

SCWS is a public charter high school that serves primarily at-risk students. Almost 2/3 of all students who enroll with SCWS have no mathematical chance of graduating on time (in four years). SCWS's main goals are to return students who have either previously ceased attending high school all together and retain students who are currently contemplating dropping out.

Through an online master-based curriculum, a flexible schedule, and high quality teacher support students who attend on a regular basis display great success. Since the 2011-2012 school year SCWS has graduated over 100 students, with 70% of those students pursuing higher education at either a two or four year college/university. SCWS currently serves 300 students statewide.

Male X Female

Age: 18-25

26-50 X

Over 50

Name of Committee in which interested: Lexington/Richland Alcohol and Drug Abuse Council

Reason for interest: For multiple reasons, my maternal grandfather was a life-long alcoholic. His alcohol abuse devastated my mother, grandmother, and uncle. Naturally the firsthand experience of living with someone who abused alcohol directly impacted their lives. I have personally witnessed the effects alcohol abuse can have on a family, their friends, and the community in which they live. I have a passion to assist others in my community that struggle with drug and alcohol abuse. Many of them may not be aware of the impact their actions may have on not only their lives, but the lives of their family members and future generations to come.

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

Commission: As a former public school teacher and current administrator I dedicate myself to serving others. I know each and every day what I do has a positive impact on others across South Carolina. I know the LRADAC has a similar positive impact to those in need across the Midlands. I believe my organizational skills, leadership skills, creativity, and authentic desire to assist others who struggle with alcohol and drug abuse would be an asset to the LRADAC.

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

Any other information you wish to give? No

Recommended by Council Member(s): Jim Manning – Richland County District 8

Hours willing to commit each month: 10 hours/month

### **CONFLICT OF INTEREST POLICY**

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing

through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

Yes                      No *X*

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes    No *X*

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature

1.16.14  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject**

Planning Commission-1; one application was received from the following: **[PAGES 125-126]**

Christopher Anderson



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

**Applicant must reside in Richland County.**

Name: Christopher Anderson

Home Address: 4611 Pine Grove Ct.

Telephone: (home) 803-361-7664 (work) SAME

Office Address: 1320 Main St. Colo. SC 29201

Email Address: canderson@primelending or chris.d.anderson1@gmail.com

Educational Background: BA

Professional Background: Banking

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Planning Commission

Reason for interest: Served on PC for 4 years. Enjoyed serving my community and working w/ community leaders. Have time to attend meetings and participate

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

Previous time served on PC, involved in the drafting of ~~20~~ 2020 Comp Plan, Integrity, understanding, compassionate

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

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Gregg Pearce

Hours willing to commit each month: 15-20

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_

No  \_\_\_\_\_

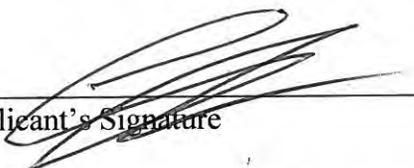
### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_

No  \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant's Signature 

Date 12/5/2017

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject**

Board of Assessment Appeals-1; one application was received for this position: **[PAGES 128-130]**

LaShonda Outing



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

**Applicant must reside in Richland County.**

Name: LaShonda Outing

Home Address: 121 Alexander Pointe Drive Hopkins, SC 29061

Telephone: (home) 803-783-8302 (work) 803-231-7037

Office Address: 201 Park Street, Room 209

Email Address: llouting86@sc.rr.com

Educational Background: High School Diploma; Bachelor of Science (Limestone); Associate Degree (Midlands Tech)

Professional Background: Procurement Manager for Richland County School District One

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

Name of Committee in which interested: Board of Assessment Appeals

Reason for interest: Served for past 2 years, great learning experience, gained knowledge of Various parts of the County and property values.

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

I have a vested interested in providing fair opportunities to those that appeal; I must be a leader and set an example for my children in being able to assess appeals fairly in accordance with facts presented.

Presently serve on any County Committee, Board or Commission? Board of Assessment Appeals

Any other information you wish to give? Resident of Richland County since birth.

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 3-5 Hours per month, excluding any work schedule conflicts.

## CONFLICT OF INTEREST POLICY

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

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

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

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

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

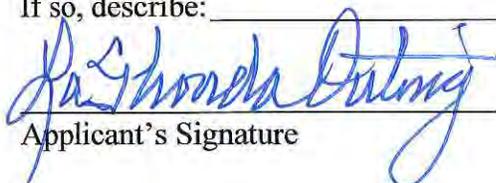
Yes \_\_\_\_\_ No **XX** \_\_\_\_\_

## STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No **XX** \_\_\_\_\_

If so, describe: \_\_\_\_\_

  
Applicant's Signature

January 22, 2014  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject**

All applicants for Richland County Boards and Commissions will be afforded a minimum of one week's advance notice as to the date and time of their respective interviews. no exceptions will be made to this rule **[PEARCE]**

# Richland County Council Request of Action

**Subject**

Clarification on Taping Council Committee Meetings

# Richland County Council Request of Action

**Subject**

Central Midlands Council of Governments Appointments

# Richland County Council Request of Action

## **Subject**

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. 2014 Transportation Investment Generating Economic Recovery (TIGER) Grant Application(s) [**PAGES 135-136**]
- b. Construction Engineering Manager [**FIRST READING**] [**PAGES 137-140; 145-146**]
- c. Preconstruction Project Manager [**FIRST READING**] [**PAGES 141-146**]

## **Discussion of TIGER Grant Project Alternatives and Application Production**

### **Recommendation #1 – Shop Road Extension**

Transportation Program funding amount: \$71,800,000

Project Background: This project entails extending Shop Road on new location through the industrial park, and tie into Garners Ferry Road (US Route 378). The first segment labeled Phase I and Phase IA by our economic development office is from Pineview Drive to Longwood Road. Phase II is from Longwood Drive to Garners Ferry Road. Phase I and IA will provide direct access through the industrial park and is currently in design by CDM Smith. The majority of the necessary right of way for Phase I and IA is already acquired and the current cost estimate to construct is \$5.8 million. The grant could fund construction for Phase I and IA, design of Phase II, and right of way acquisition for Phase II.

Reasoning for recommendation: Time is a major consideration in this grant application meaning we have to obligate approved funding by September 30, 2016, and expend those funds no later than September 30, 2021. Shop Road Extension is the only major project funded by the Transportation Penny that's under development by Richland County. Other projects under development by other entities are: North Main Street by the City of Columbia, Hardscrabble and Leesburg Road by SCDOT, and Greene Street Extension by USC. This project should also be viewed favorably by several of the Primary Selection Criteria in particular the Economic Competitiveness and Quality of Life.

### **Recommendation #2 – Greene Street Extension within Innovista Project**

Transportation Program funding amount: \$50,000,000

Project Background: This project entails extending Greene Street on new location across the railroad and across Huger Street. It also entails extending Williams Street to connect to the termini of the new location of Greene Street. Greene Street is currently broken up into two phases. Phase I is currently under development by USC, being funded by a \$500,000 federal earmark, and managed by SCDOT. Phase I is from Assembly to Gadsden, and Phase II is from Gadsden over the railroad and across Huger. Phase I does not require new right of way and is owned by USC and the City of Columbia. This grant could fund construction for Phase I, with design and right of way acquisition for Phase II.

Reasoning for recommendation: Again, time is a major consideration in this grant application. This project should also be viewed favorably by several of the Primary Selection Criteria to include: State of Good Repair since it will resurface the existing Greene Street, Economic Competitiveness since it will assist in the expansion of USC, and finally Quality of Life and Safety since it has a large bicycle pedestrian component.

### **Recommendation #3 – County Transportation Program Intersection Improvements**

Transportation Program funding amount: \$42,300,000

Project Background: The County Transportation Program has an intersection improvements category to improve 15 intersections spread across the County.

Reasoning for recommendation: Again, time is a major consideration in this grant application. This group of projects could be designed with the majority of necessary right of way acquired prior to the funding obligation deadline of September 30, 2016. This would place the County in a position to also fund construction for the majority of these projects with the grant. These projects would also rank favorably for State of Good Repair since these intersections would be resurfaced, and Safety since they would meet current design standards. The down-side would be that it would be difficult to complete a grant application by April 28<sup>th</sup> for 15 intersection improvements located across the County.

#### **Discussion of TIGER Grant application production**

If recommendation #1 were approved, staff would like to utilize CDM Smith to complete the TIGER Grant application. The logic behind this would be that CDM Smith is already under contract with the County to develop Phase I and Phase IA. They already have the design files and general knowledge of the project to quickly complete an application and meet the deadline of April 28th.

If recommendation #2 or #3 were approved, staff would like to utilize Parsons Brinkerhoff to complete the TIGER Grant application. The logic being that Parsons Brinkerhoff did the studies for the overall transportation program and could quickly complete one of these applications to meet the deadline of April 28th.

**RICHLAND COUNTY, SOUTH CAROLINA  
CLASS DESCRIPTION  
2014**

**CLASS TITLE: CONSTRUCTION ENGINEERING MANAGER**

**TRANSPORTATION DEPARTMENT**

**GENERAL DESCRIPTION OF CLASS**

The purpose of the class is to serve as the County Construction Engineering Manager for all new construction projects funded by the County Penny Transportation Program. This equates to approximately \$405 million in projects managed based on a summary of current, individual project estimates. This class shall work within the Transportation Department to implement and manage Consultant and Contractor contracts during the construction phase of work. This class has expertise and knowledge of transportation construction plan reviews, transportation construction inspection and standards, field revisions, conflict resolution, and value engineering. This class provides in house construction engineering management from individual construction contract award through completion. This class plans, organizes and implements the aforementioned project types within major organizational policies. This class shall perform related professional, administrative and supervisory work as required in support of all Transportation Penny items.

**ESSENTIAL TASKS**

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

Manages Consultant and Contractor contracts in the construction phase of work within the County Penny Transportation Program, ensuring projects are completed appropriately, on time, and within budget.

Understands both SCDOT and County roadway construction standards and guidelines.

Understands both SCDOT and County bridge construction standards and guidelines.

Understands construction related permitting.

Ensures compliance with applicable federal, state and local laws and regulations, County policies and procedures, and standards of quality and safety.

Reviews Contractor traffic control plans on behalf of the County to include construction staging.

Develops various construction related solutions to engineering problems.

Processes Contractor and Consultant pay requests associated with construction phase related activities.

Processes change orders as appropriate.

Meets with County officials, residents and citizen groups to discuss and resolve problems related to construction within the Transportation Penny program.

## **CLASS TITLE: CONSTRUCTION ENGINEERING MANAGER**

Assists staffs with the Transportation Penny Advisory Committee.

Supervises subordinates and support staff, if applicable. Supervisory duties include instructing; assigning, reviewing and planning work of others; maintaining standards; coordinating activities; selecting new employees; acting on employee problems; approving employee discipline and discharge.

Reviews the work of subordinates for completeness and accuracy; evaluates and makes recommendations as appropriate; offers advice and assistance as needed.

Provides for adequate staff training and development opportunities.

Attends and participates in County Council and Committee meetings as needed.

Receives and responds to inquiries, concerns, complaints and requests for assistance regarding areas of responsibility.

Performs general administrative / clerical work as required, including but not limited to preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, attending and conducting meetings, etc.

Attends meetings, workshops, conferences, etc., as appropriate to maintain knowledge of current legislation, trends and technology in assigned areas of responsibility.

Prepares and updates status reports for PIO use in public education.

### **INVOLVEMENT WITH DATA, PEOPLE, AND THINGS**

#### **DATA INVOLVEMENT:**

Requires developing new approaches or methodologies to solve problems not previously encountered by analyzing, synthesizing or evaluating data or information using unconventional or untried methods.

#### **PEOPLE INVOLVEMENT:**

Requires negotiating, exchanging ideas, information, and opinions with others to formulate policy and programs or arrive jointly at decisions, conclusions, or solutions.

#### **INVOLVEMENT WITH THINGS:**

Requires establishing long-range plans and programs, identifying funding resources, allocating funds for and implementing long-range capital improvements, major construction projects, major equipment, rolling stock, and new technology systems which support goals and objectives of the organization.

### **COGNITIVE REQUIREMENTS**

#### **REASONING REQUIREMENTS:**

Requires performing work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organizational impact.

**CLASS TITLE: CONSTRUCTION ENGINEERING MANAGER**

**MATHEMATICAL REQUIREMENTS:**

Requires using mathematics involving the practical application of fractions, percentages, ratios and proportions; or measurements, logarithmic or geometric construction. May use algebraic solutions of equations and inequalities; descriptive statistics; deductive geometry, plane and solid, and rectangular coordinates; mathematical classifications or schemes.

**LANGUAGE REQUIREMENTS:**

Requires reading professional literature and technical manuals; speaking to groups of employees, other public and private groups; writing manuals and complex reports.

**MENTAL REQUIREMENTS:**

Requires using advanced professional-level work methods and practices in the analysis, coordination or interpretation of work of a professional, engineering, fiscal, legal, managerial or scientific nature and the ability for formulate important recommendations or make technical decisions that have an organization-wide impact. Requires sustained, intense concentration for accurate results and continuous exposure to sustained, unusual pressure.

**VOCATIONAL/EDUCATIONAL AND EXPERIENCE PREPARATION**

**VOCATIONAL/EDUCATIONAL PREPARATION:**

Requires Bachelor's degree in civil engineering, project management or a related field.

**SPECIAL CERTIFICATIONS AND LICENSES:**

Registered Professional Engineer in the State of South Carolina preferred.

Must possess a valid state driver's license.

**EXPERIENCE REQUIREMENTS:**

Requires a minimum of six years of relevant experience.

SCDOT experience preferred.

**AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

**PHYSICAL AND DEXTERITY REQUIREMENTS:**

Requires light work that involves walking or standing some of the time and involves exerting up to 20 pounds of force on a recurring basis, or skill, adeptness and speed in the use of fingers, hands or limbs on repetitive operation of mechanical or electronic office or shop machines or tools within moderate tolerances or limits of accuracy.

**ENVIRONMENTAL HAZARDS:**

The job may risk exposure to bright/dim light, dusts and pollen, extreme noise levels, vibration, fumes and/or noxious odors, moving machinery, electrical shock, toxic/caustic chemicals.

## **CLASS TITLE: CONSTRUCTION ENGINEERING MANAGER**

### **SENSORY REQUIREMENTS:**

The job requires normal visual acuity, depth perception, and field of vision, hearing and speaking abilities.

### **JUDGMENTS AND DECISIONS**

#### **JUDGMENTS AND DECISIONS:**

Decision-making is primary to the job, affecting the organization, related organizations and major segments of the general population; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics. Responsible for long-range goals, planning and methodologies.

### **ADA COMPLIANCE**

Richland County is an Equal Opportunity Employer. ADA requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

**RICHLAND COUNTY, SOUTH CAROLINA  
CLASS DESCRIPTION  
2014**

**CLASS TITLE: PRECONSTRUCTION PROJECT MANAGER**

**TRANSPORTATION DEPARTMENT**

**GENERAL DESCRIPTION OF CLASS**

The purpose of the class is to manage all enhancements, dirt road paving, and resurfacing projects within the County Penny Transportation Program at the direction of the Deputy Director of Transportation. This equates to approximately \$219 million in projects managed. This class shall also work with the Deputy Director of Transportation to execute Consultant scopes and contracts. This class has expertise and knowledge of transportation planning, engineering and design, and contract and project / program management, scheduling, cost estimating, right-of-way acquisitions, surveying, plan review and inspection; and performs related professional, administrative work as required in support of all Transportation Penny items. This class provides in house project management from design to completion, and performs and/or supervises design work as necessary. This class plans, organizes and implements the aforementioned project types within organizational policies.

This position reports directly to the County Deputy Director of Transportation.

**ESSENTIAL TASKS**

The tasks listed below are those that represent the majority of the time spent working in this class. Management may assign additional tasks related to the type of work of the class as necessary.

Manages enhancements, dirt road paving, and resurfacing projects within the County Penny Transportation Program, ensuring projects are completed appropriately, on time, and within budget.

Understands DOT and County standard roadway design practices and procedures.

Understands permitting (environmental, land disturbance, etc)

Reviews consultant(s) design plans.

Administers contracts and provides in house project management from design to completion, and performs design work as necessary.

Assist with management of the program management firm(s).

Coordinates the bidding process for projects.

Prepares scopes of work; reviews plans and specifications as submitted for compliance with established codes, ordinances and standards.

Ensures compliance with applicable federal, state and local laws and regulations, County policies and procedures, and standards of quality and safety.

Directs and provides engineering expertise in the planning, design and project management of the construction of managed projects.

## **CLASS TITLE: PRECONSTRUCTION PROJECT MANAGER**

Develops and designs various solutions to engineering problems; seeks alternatives to designs and submits plans for approval.

Oversees the preparation of plans, specifications and contract documents for projects; develops and implements long-range resurfacing and paving plans and financing for Transportation Projects.

Processes change orders as appropriate.

Processes contractor pay requests.

Coordinates projects with local, state and federal agencies, as well as other County and municipal departments, contractors, developers, engineers, land surveyors, architects, attorneys, environmental agencies / special interest groups, and other parties as necessary.

Supervises subordinate supervisory and support staff, if applicable. Supervisory duties include instructing; assigning, reviewing and planning work of others; maintaining standards; coordinating activities; selecting new employees; acting on employee problems; approving employee discipline and discharge.

Reviews the work of subordinates for completeness and accuracy; evaluates and makes recommendations as appropriate; offers advice and assistance as needed.

Provides for adequate staff training and development opportunities.

Manages and oversees the project budgets; ensures effective and efficient use of budgeted funds, personnel, materials, facilities and time.

Assists with the preparation of applications and implementation of received state and federal funding opportunities (grants, TIGER, etc.).

Supervises and participates in the inspection of construction work in progress and at completion for compliance with established policies, procedures, regulations, codes, contracts, and standards of quality and safety.

Meets with County officials, residents and citizen groups to discuss and resolve problems related to the Transportation Penny program.

Prepares a variety of studies, reports and related information for decision-making purposes and as required by the County and regulatory agencies.

Attends and participates in County Council and Committee meetings.

Receives and responds to inquiries, concerns, complaints and requests for assistance regarding areas of responsibility.

Performs general administrative / clerical work as required, including but not limited to preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, attending and conducting meetings, etc.

Attends meetings, workshops, conferences, etc., as appropriate to maintain knowledge of current legislation, trends and technology in assigned areas of responsibility.

Prepares and updates status reports for PIO use in public education.

## **CLASS TITLE: PRECONSTRUCTION PROJECT MANAGER**

Staffs and/or assists Transportation Penny Advisory Committee.

### **INVOLVEMENT WITH DATA, PEOPLE, AND THINGS**

#### **DATA INVOLVEMENT:**

Requires developing new approaches or methodologies to solve problems not previously encountered by analyzing, synthesizing or evaluating data or information using unconventional or untried methods.

#### **PEOPLE INVOLVEMENT:**

Requires negotiating, exchanging ideas, information, and opinions with others to formulate policy and programs or arrive jointly at decisions, conclusions, or solutions.

#### **INVOLVEMENT WITH THINGS:**

Requires establishing long-range plans and programs, identifying funding resources, allocating funds for and implementing long-range capital improvements, major construction projects, major equipment, rolling stock, and new technology systems which support goals and objectives of the organization.

### **COGNITIVE REQUIREMENTS**

#### **REASONING REQUIREMENTS:**

Requires performing work involving the application of principles of logical thinking to diagnose or define problems, collect data and solve abstract problems with widespread unit or organizational impact.

#### **MATHEMATICAL REQUIREMENTS:**

Requires using mathematics involving the practical application of fractions, percentages, ratios and proportions; or measurements, logarithmic or geometric construction. May use algebraic solutions of equations and inequalities; descriptive statistics; deductive geometry, plane and solid, and rectangular coordinates; mathematical classifications or schemes.

#### **LANGUAGE REQUIREMENTS:**

Requires reading professional literature and technical manuals; speaking to groups of employees, other public and private groups; writing manuals and complex reports.

#### **MENTAL REQUIREMENTS:**

Requires using advanced professional-level work methods and practices in the analysis, coordination or interpretation of work of a professional, engineering, fiscal, legal, managerial or scientific nature and the ability for formulate important recommendations or make technical decisions that have an organization-wide impact. Requires sustained, intense concentration for accurate results and continuous exposure to sustained, unusual pressure.

**CLASS TITLE: PRECONSTRUCTION PROJECT MANAGER**

**VOCATIONAL/EDUCATIONAL AND EXPERIENCE PREPARATION**

**VOCATIONAL/EDUCATIONAL PREPARATION:**

Requires Bachelor's degree in civil engineering, project management or a related field.

**SPECIAL CERTIFICATIONS AND LICENSES:**

Registered Professional Engineer in the State of South Carolina preferred.

Must possess a valid state driver's license.

**EXPERIENCE REQUIREMENTS:**

Requires a minimum of four years of relevant experience.

SCDOT experience preferred.

**AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

**PHYSICAL AND DEXTERITY REQUIREMENTS:**

Requires light work that involves walking or standing some of the time and involves exerting up to 20 pounds of force on a recurring basis, or skill, adeptness and speed in the use of fingers, hands or limbs on repetitive operation of mechanical or electronic office or shop machines or tools within moderate tolerances or limits of accuracy.

**ENVIRONMENTAL HAZARDS:**

The job may risk exposure to bright/dim light, dusts and pollen, extreme noise levels, vibration, fumes and/or noxious odors, moving machinery, electrical shock, toxic/caustic chemicals.

**SENSORY REQUIREMENTS:**

The job requires normal visual acuity, depth perception, and field of vision, hearing and speaking abilities.

**JUDGMENTS AND DECISIONS**

**JUDGMENTS AND DECISIONS:**

Decision-making is primary to the job, affecting the organization, related organizations and major segments of the general population; works in an evolving environment with emerging knowledge and technologies, competing priorities, and changing politics. Responsible for long-range goals, planning and methodologies.

**ADA COMPLIANCE**

Richland County is an Equal Opportunity Employer. ADA requires the County to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. SR-09

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014  
TRANSPORTATION TAX FUND BUDGET TO ADD TWO FULL TIME  
POSITIONS.

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

SECTION I. Approve the addition of two full time positions. No additional funding is appropriated. Therefore, the Fiscal Year 2013-2014 Transportation Tax Annual Budget is hereby amended as follows:

TRANSPORTATION TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 65,061,018
Appropriation of unassigned fund balance:	\$ _____ 0
Total Transportation Tax Revenue as Amended:	\$ 65,061,018

TRANSPORTATION TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 65,061,018
Preconstruction Project Manager (Projected Min. Salary \$85,000)	\$ _____ 0
Construction Engineering Manager (Projected Min. Salary \$80,000)	\$ _____ 0
Total Transportation Tax Expenditures as Amended:	\$ 65,061,018

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2013.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Norman Jackson, Chair

ATTEST THIS THE \_\_\_\_ DAY

OF \_\_\_\_\_, 2013

\_\_\_\_\_

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

a. Develop souvenirs for Richland County to be sold at the State Museum and stores for tourism purpose [JACKSON]

b. Without any statutory requirement to do so, the Richland. County Attorney's Office has been providing advice and counsel to the Richland County Election Commission at no cost for an undetermined length of time. During the past year there has been a notable increase in the amount of time the acting county attorney has been committing to Election Commission issues. This Motion requests that the County Administrator initiate an immediate review and assessment of how much time Richland County is providing legal assistance to the Election Commission. Should the Administrator determine that the County Attorney's commitment of time is excessive to the extent that his duties to Richland County government are being significantly compromised, the Election Commission will either be held financially responsible for this time or they will be asked to employ outside legal counsel. [PEARCE, MALINOWSKI, AND ROSE]

c. At time throughout the year Council receives service requests. We need to make sure such requests are responded to in order that those submitting these comments don't feel their comments are totally ignored. Based on this I am making the following motion: Richland County Council, with the assistance of the Legal Department, will develop a system to assure that requests and/or comments received in general by Council members, staff or the Ombudsman's Office are responded to officially. This will eliminate the possibility of the remitter receiving 11 or more different responses/opinions or possibly not receiving any. [MALINOWSKI]

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda