



RICHLAND COUNTY COUNCIL REGULAR SESSION AGENDA

**APRIL 15, 2014
6:00 PM**

CALL TO ORDER **THE HONORABLE NORMAN JACKSON**

INVOCATION **THE HONORABLE KELVIN E. WASHINGTON, SR.**

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

Approval Of Minutes

1. Regular Session: April 1, 2014 [PAGES 6-14]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

2. a. Contractual Matter: Personnel Matter
- b. Economic Development Property
- c. Legal Advice: SLBE/DBE Work Session Update
- d. Personnel Matter
- e. Contractual Matter: Potential Purchase of Property (2)
- f. Contractual Matter: Mitigation Property
- g. Change Order for CECS

Citizen's Input

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

Report Of The County Administrator

4. a. National Community Development Week Proclamation
- b. Introduction of Greater Columbia Chamber of Commerce President, Carl Blackstone
- c. Employee Recognition

Report Of The Clerk Of Council

5. a. Internal Audit Committee, April 17th, 1:00-3:00 PM, Admin Conference Room
- b. IT-ology "Summit on Information Technology", April 23rd, 8:00 AM-4:00 PM, IT-ology, 1301 Gervais Street
- c. Parker Poe's Family Night at the Ballpark, April 25th, Carolina Stadium, 5:00 PM - Pre-Game Festivities and 7:00 PM - Game
- d. Unveiling of SimCOACH, April 29th, 10:00 AM, Palmetto Health Richland - USC School of Medicine Simulation Center, 15 Medical Park, Lower Level
- e. US Global Leadership Coalition Luncheon with General James Conway, April 29th, 12:00 PM, Capital City Club
- f. 36th Annual Eastover Barbeque Festival, May 2nd & 3rd
- g. SCAC Annual Conference & Institute of Government Classes, August 2-6, 2014

Report Of The Chairman

6. a. Personnel Matter
- b. Project LM
- c. SLBE/DBE Work Session Update
- d. Central SC

Presentations

7. a. Historic Columbia Foundation - Robin Waites, Executive Director
- b. Pratt Recycling, Inc. - Mary Place

Open/Close Public Hearings

8. 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 to University Residences Columbia, LLC; and other related matters

Approval Of Consent Items

9. 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 [**THIRD READING**] [**PAGES 22-43**]
10. 14-04MA
Tom Milliken
RU to LI (35.05 Acres)
Farrow Rd.
17600-01-12 [**THIRD READING**] [**PAGES 44-45**]
11. 14-05MA
Bill Dixon
RU to RS-LD (6.32 Acres)
Sloan Rd.
20100-03-17/21/23/30 [**THIRD READING**] [**PAGES 46-47**]

Second Reading Items

12. An Ordinance Amending the Fiscal Year 2013-2014 Community Development Department Budget for the Development of one city block within Phase II of the Monitcello Road Streetscape Project [**PAGES 48-61**]
13. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location [**PAGES 62-66**]
14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to Determine which Purchasing Decisions Regarding Purchasing Made Exclusively with Monies Raised through the Penny Tax are of such County Wide Significance that County Council has the Authority to make the Final and Conclusive Determination to whom to award the contracts [**PAGES 67-74**]
15. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; so as to amend the definition of Small Business Enterprise; and Amending All Sections Referencing Size Standards so as to delete such standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate schedule to size standards [**PAGES 75-85**]

Report Of Development And Services Committee

16. Quit Claim of Hermes Road [**PAGES 86-95**]

Report Of Economic Development Committee

17. a. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters [**FIRST READING BY TITLE ONLY**]

- b. Inducement Resolution for Fee-in-Lieu of Property Tax Incentive for American Italian Pasta Company
- c. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto [**FIRST READING BY TITLE ONLY**]
- d. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto [**FIRST READING BY TITLE ONLY**]
- e. Authorizing the conversion and extension of a 1995 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto [**FIRST READING BY TITLE ONLY**]
- f. Land Option Agreements between Richland County and SLB Blythewood LLC; WJB Blythewood, LLC; and VB Blythewood, LLC [**PAGES 97-129**]

Report Of Rules And Appointments Committee

1. Notification Of Appointments

- 18. Accommodations Tax Committee-3 (positions for Lodging and Hospitality); no applications were received for this Committee
- 19. Building Codes Board of Appeals-1 (position for a plumber); no applications have been received for this board.
- 20. Central Midlands Council of Governments-1; two applications were received for this council from the following: [**PAGES 132-138**]

Patrick J. Cleary
Pedro De Abreu
- 21. Employee Grievance Committee-1; no applications have been received for this committee
- 22. Hospitality Tax Committee-1; there are no applications for this committee.
- 23. Procurement Review Panel-2 (positions for Professional and Service Industries); no applications were received for this board.

2. Discussion From Rules And Appointments Committee

- 24. Central Midlands Council of Governments Appointments [**PAGES 142-162**]
- 25. Policy Change for placement of Committee Items forwarded with no recommendation on the Consent Agenda

Other Items

26. REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Change Order for CECS to design two additional dirt roads (Bolyston and Overlook)
[ACTION] [PAGES 164-166]

Citizen's Input

27. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

28. a. With the court ruling that the Richland County Election and Voter Registration Boards must now be two separate entities, I move that funding for the Voter Registration Board be rolled back to the 2011 funding amount [MALINOWSKI]
- b. I move that the Rules & Appointments Committee develop expanded written guidelines for Council consideration regarding the "Presentations" portion of County Council Agendas. Although not inclusive and open for discussion/expansion by the R&A Committee, it is requested that the following items be included in the review: 1) How many Presentations should be scheduled per meeting; 2) What process should be employed in determining whether a Presentation should be placed on the Agenda (i.e., Clerk's review, Chair's review, Committee review?); 3) In determining whether a Presentation should be included on an Agenda, should selective criteria be employed? (For example, should funding requests be excluded?); 4) At the discretion of the R&A Committee, suggest where presentations deemed not appropriate for Council Agendas (e.g., funding requests) should be aired; 5) Any exceptions to the written guidelines should be specifically identified and listed [PEARCE]
- c. Resolution Recognizing May 15th as National Peace Officers' Memorial Day [JACKSON]

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

Regular Session: April 1, 2014 [PAGES 6-14]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
APRIL 1, 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	Damon Jeter
Member	Paul Livingston
Member	Bill Malinowski
Member	Jim Manning
Member	Greg Pearce
Member	Torrey Rush
Member	Seth Rose
Member	Kelvin E. Washington, Sr.

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Beverly Harris, Rob Perry, Chris Gossett, Daniel Driggers, Dwight Hanna, John Hixon, Buddy Atkins, Justine Jones, Tracy Hegler, Melinda Edwards, Quinton Epps, Ismail Ozbek, Brad Farrar, Dale Welch, Andy Metts, Betty Etheredge, Brenda Carter, Alfreda Tindal, Rudy Curtis, Annie Caggiano, Monique Walters, Michelle Onley

CALL TO ORDER

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

INVOCATION

A moment of silence was held in honor of Ms. Bernice Skinner's passing.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Torrey Rush

PRESENTATION OF RESOLUTIONS

National County Government Month Proclamation [JACKSON] – Mr. Jackson proclaimed that April is National County Government month.

APPROVAL OF MINUTES

Regular Session: March 18, 2014 – Mr. Manning moved, seconded by Mr. Rush, to approve this item. The vote in favor was unanimous.

Zoning Public Hearing: March 36, 2014 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Ms. Dickerson moved, seconded by Ms. Dixon, to adopt the agenda as published.

Mr. Malinowski moved, seconded by Mr. Manning, to move Richland 101 Graduation to immediately following the Adoption of the Agenda. The vote in favor was unanimous.

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

Richland 101 Graduation – Ms. Harris recognized the Richland 101 graduates. A few of the graduates spoke regarding their experience.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that one of the graduates had a little brother and asked that he receive a County pin.

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Legal Update – Pinner Road**
- b. **Personnel Matter**
- c. **Employee Grievance**
- d. **Expiration of Contracts for Solid Waste Curbside Collection Service Areas 1, 3 & 4**
- e. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the Penny Tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts**

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**Council went into Executive Session at approximately 6:14 p.m. and came out at
approximately 6:37 p.m.**
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CITIZENS INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Employee Recognition** – Mr. McDonald recognized Ms. Brenda Carter and Ms. Betty Etheredge were awarded the 2014 GIS Achievement Award.
- b. **Employee Grievance** – This was taken up in Executive Session.

REPORT OF THE CLERK OF COUNCIL

Renaissance Foundation: “Malcolm, Martin & Medgar (The 3M Reading)”, April 3rd, 7:00 PM, Eau Claire High School – Ms. Walters reminded Council of the Renaissance Foundation’s “Malcolm, Martin & Medgar (The 3M Reading), April 3rd, 7:00 PM, Eau Claire High School.

Bark to the Park, April 5th, 9:00 AM, Finlay Park – Ms. Walters reminded Council of Bark to the Park event on April 5th, 9:00 AM, Finlay Park.

Central Carolina Realtors Association’s “Barbeque & Bluegrass”, April 3rd, 6:00 PM – 9:00 PM, Hay Hill Garden Market, 1625 Bluff Rd. – Ms. Walters reminded Council of the Central Carolina Realtor Association’s “Barbeque & Bluegrass”, April 3rd, 6:00PM-9:00PM, Hay Hill Garden Market.

REPORT OF THE CHAIR

- a. **Personnel Matter** – This item was taken up in Executive Session.
- b. **SLBE and DBE Work Session, April 8th, 4:00 PM, Council Chambers** – Mr. Jackson stated that the SLBE and DBE Work Session on April 8th in the Administration Conference Room.

APPROVAL OF CONSENT ITEMS

- **14-04MA, Tom Milliken, RU to LI (35.05 Acres), Farrow Rd., 17600-01-12 [SECOND READING]**
- **14-05MA, Bill Dixon, RU to RS-LD (6.32 Acres), Sloan Rd., 20100-03-14/21/23/30 [SECOND READING]**

- **Safe Routes to Schools Grants**
- **Petition to Close a Portion of Old Forest Drive**

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

SECOND READING ITEM

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add two full time positions – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

FIRST READING ITEMS

An Ordinance Amending the Fiscal Year 2013-2014 Community Development Department Budget for the Development of one city block within Phase II of the Monticello Road Streetscape Project – Mr. Manning moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location – Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item. The vote in favor was unanimous.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Quit Claim of Hermes Road – Mr. Rush moved, seconded by Ms. Dixon, to defer this item until the April 15th Council meeting. The vote in favor was unanimous.

Expiration of Contracts for Solid Waste Curbside Collection Service Areas 1, 3 & 4 – Mr. Rush moved, seconded by Mr. Malinowski, to defer this item until after Executive Session. The vote in favor was unanimous.

Approving Reimbursement Resolution related to preliminary expenditures related to the Lower Richland Sewer System Project Phase I – Mr. Rush moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

The vote was in favor.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Approve award of the Countywide Watershed Improvement Plan contract to Brown & Caldwell – Mr. Livingston moved, seconded by Mr. Jeter, to approve this item. A discussion took place.

The vote in favor was unanimous.

Renewal of Operating Agreement between Richland County and Columbia Rowing Club and Short-Term Proposal Directives for Site – Mr. Washington moved, seconded by Mr. Rush, to extend the operating agreement with the Columbia Rowing Club for one year and to bring back the results of the analysis and study prior the FY15-16 budget. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Resolution recognizing Jarden Applied Materials being award “Best Overall Manufacturing Facility” in the worldwide manufacturing network [LIVINGSTON, JETER] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

OTHER ITEMS

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. **TPAC Request for Non-Voting Members on Engineering Selection Committees** – Mr. Livingston stated that the committee recommended denial of the TPAC’s request. A discussion took place.

The vote was in favor.

- b. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to determine which purchasing decisions regarding purchasing made exclusively with monies raised through the Penny Tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts [FIRST READING]** – Mr. Livingston stated that the committee recommended approval of this item. The vote was in favor of this item.

- c. **Central Midlands COG TIGER Grant for Bluff Road** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Mr. Washington moved, seconded by Mr. Livingston to reconsider this item. The motion failed.

- d. **Resolution Regarding 5311 Rural Funds – The COMET as Applicant** – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.
- e. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; so as to amend the definition of Small Business Enterprise; and Amending all sections referencing size standards so as to delete such standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate schedule to size standards [FIRST READING]** – Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. **Dirt Road Update** – This item was received as information
- b. **Allocation of Penny funding between Low Volume and Traditional Paving (County Council Retreat item deferred from February 18, 2014 Council meeting)** – This item was received as information.
- c. **CECS Change Order—Adding Additional Roads and Expanding Public Outreach Transition of Dirt Road Paving Oversight from Public Works to Transportation** – Ms. Dixon stated that a draft Dirt Road Program Development process was discussed and will be vetted by Administration and staff.

Ms. Dixon stated the committee recommended approval of the CECS Change Order to add the design, project management and bid document preparation of Bolyeston and Overlook only. A discussion took place.

Mr. Rose moved, seconded by Ms. Dickerson, to defer this item until the April 15th meeting in order to review the supporting documentation.

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

The vote was in favor of deferral.

Ms. Dixon stated the committee recommended adding the following five roads that were designed using CDBG funds to Construction Group C to be paved this paving season: Simons Weston Rd.; Sumpter Rd.; Sumter Valley Rd.; Pleasant Grove and PE Weber. A discussion took place.

Mr. Livingston moved, seconded by Ms. Dickerson, to defer this item until the April 15th meeting.

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

The vote was in favor of deferral.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 7:31 p.m. and came out at approximately 8:10 p.m.
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- a. **Expiration of Contracts for Solid Waste Curbside Collection Service Areas 1, 3 & 4**
– Mr. Washington moved, seconded by Ms. Dixon, to authorize staff to renegotiate the contracts for service areas 1, 3, and 4. The vote in favor was unanimous.
- b. **Employee Grievance** – Mr. Pearce moved, seconded by Mr. Livingston, to uphold the Administrator's recommendation. The vote was in favor.

Mr. Washington moved, seconded by Mr. Manning, to explore the development of a grievance committee specifically for the Detention Center and bring back to the next meeting of the Jail Ad Hoc Committee. The vote in favor was unanimous.

- c. **Personnel Matter** – Mr. Livingston moved, seconded by Ms. Dickerson, to move forward with negotiation a contract with Applicant #2 and bring back to Council for further action.

For

Dixon
Dickerson
Jackson
Livingston
Washington
Rush
Jeter

Opposed

Pearce
Malinowski
Rose

The vote was in favor.

ADJOURNMENT

The meeting adjourned at approximately 8:14 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. Contractual Matter: Personnel Matter
- b. Economic Development Property
- c. Legal Advice: SLBE/DBE Work Session Update
- d. Personnel Matter
- e. Contractual Matter: Potential Purchase of Property (2)
- f. Contractual Matter: Mitigation Property
- g. Change Order for CECS

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. National Community Development Week Proclamation
- b. Introduction of Greater Columbia Chamber of Commerce President, Carl Blackstone
- c. Employee Recognition

Richland County Council Request of Action

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- a. Internal Audit Committee, April 17th, 1:00-3:00 PM, Admin Conference Room
- b. IT-ology "Summit on Information Technology", April 23rd, 8:00 AM-4:00 PM, IT-ology, 1301 Gervais Street
- c. Parker Poe's Family Night at the Ballpark, April 25th, Carolina Stadium, 5:00 PM - Pre-Game Festivities and 7:00 PM - Game
- d. Unveiling of SimCOACH, April 29th, 10:00 AM, Palmetto Health Richland - USC School of Medicine Simulation Center, 15 Medical Park, Lower Level
- e. US Global Leadership Coalition Luncheon with General James Conway, April 29th, 12:00 PM, Capital City Club
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- a. Personnel Matter
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Richland County Council Request of Action

Subject

- a. Historic Columbia Foundation - Robin Waites, Executive Director
- b. Pratt Recycling, Inc. - Mary Place

Richland County Council Request of Action

Subject

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 to University Residences Columbia, LLC; and other related matters

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 [**THIRD READING**] [**PAGES 22-43**]

Notes

First Reading: March 4, 2014
Second Reading: March 18, 2014
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

Norman Jackson, Chairman, Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Richland County Council

First Reading: March 4, 2014
Second Reading: March 18, 2014
Public Hearing: April 15, 2014
Third Reading: April 15, 2014

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.

0.0277 acre parcel

Being a 0.0277 acre parcel of land, a portion of TMS# 08915-14-02, bounded by Greene Street to the south, properties now or formerly belonging to Seaboard System Railroad, Inc., to the east and the north, and property now or formerly belonging to the University of South Carolina Development foundation 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; thence continuing along the northern right of way of Greene Street North 69° 52' 33" East 207.00 feet to 1" Pipe (o); thence continuing along the northern right of way of Greene Street North 69° 39' 30" East 163.68 feet to 2" Pipe (o), this being the POINT OF BEGINNING; thence turning and running along the property now or formerly belonging to the University of South Carolina Development Foundation, North 24° 24' 24" West 117.28 feet to a 1/2" Rebar (n); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 65° 30' 45" West 10.17 feet to a 1/2" Rebar (n); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 24° 29' 15" East 118.03 feet to a 1/2" Rebar (n); thence turning and running along the northern right-of-way of Greene Street South 69° 39' 30" West 10.37 feet to a 2" Pipe (o); said Pipe being the point of beginning and being 0.0277 acre according to a portion of a survey entitled Edwards Communities Development Co. dated March 17, 2014, by Cox and Dinkins, Inc.

EXHIBIT B
FORM OF CREDIT AGREEMENT

CREDIT AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

UNIVERSITY RESIDENCES COLUMBIA, LLC

April 15, 2014

CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of April 15, 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]
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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.

0.0277 acre parcel

Being a 0.0277 acre parcel of land, a portion of TMS# 08915-14-02, bounded by Greene Street to the south, properties now or formerly belonging to Seaboard System Railroad, Inc., to the east and the north, and property now or formerly belonging to the University of South Carolina Development foundation 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; thence continuing along the northern right of way of Greene Street North 69° 52' 33" East 207.00 feet to 1" Pipe (o); thence continuing along the northern right of way of Greene Street North 69° 39' 30" East 163.68 feet to 2" Pipe (o), this being the POINT OF BEGINNING; thence turning and running along the property now or formerly belonging to the University of South Carolina Development Foundation, North 24° 24' 24" West 117.28 feet to a 1/2" Rebar (n); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 65° 30' 45" West 10.17 feet to a 1/2" Rebar (n); thence turning and running along the property now or formerly belonging to Seaboard System Railroad, Inc., South 24° 29' 15" East 118.03 feet to a 1/2" Rebar (n); thence turning and running along the northern right-of-way of Greene Street South 69° 39' 30" West 10.37 feet to a 2" Pipe (o); said Pipe being the point of beginning and being 0.0277 acre according to a portion of a survey entitled Edwards Communities Development Co. dated March 17, 2014, by Cox and Dinkins, Inc.

Richland County Council Request of Action

Subject

14-04MA
Tom Milliken
RU to LI (35.05 Acres)
Farrow Rd.
17600-01-12 [**THIRD READING**] [**PAGES 44-45**]

Notes

First Reading: March 25, 2014
Second Reading: April 1, 2014
Third Reading:
Public Hearing: March 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 ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17600-01-12 FROM RU (RURAL DISTRICT) TO LI (LIGHT INDUSTRIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 17600-01-12 from RU (Rural District) zoning to LI (Light Industrial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: March 25, 2014
First Reading: March 25, 2014
Second Reading: April 1, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-05MA
Bill Dixon
RU to RS-LD (6.32 Acres)
Sloan Rd.
20100-03-17/21/23/30 [THIRD READING] [PAGES 46-47]

Notes

First Reading: March 25, 2014
Second Reading: April 1, 2014
Third Reading:
Public Hearing: March 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 ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 20100-03-17/21/23/30 FROM RU (RURAL DISTRICT) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 20100-03-17/21/23/30 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: March 25, 2014
First Reading: March 25, 2014
Second Reading: April 1, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Community Development Department Budget for the Development of one city block within Phase II of the Monticello Road Streetscape Project **[PAGES 48-61]**

Notes

March 25, 2014 - The Committee recommended that Council give first reading approval to a budget amendment in the amount of \$71,000 from the City of Columbia for the Community Development Department to develop one city block within Phase II of the Monticello Road Streetscape project.

First Reading: April 1, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Department of Community Development Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment to increase the Community Development Department budget in the amount of \$71,000.00. The City of Columbia will provide a contribution of \$71,000 to the Richland County Community Development Department for the development of one city block within Phase II of the Monticello Road Streetscape project.

B. Background / Discussion

In 2010, URS/BP Barber completed the architectural design for the Monticello Road streetscape project and estimated project construction to be \$500,000. Within the boundary of the project is one City block located between Summit Avenue and Dixie Avenue. URS/BP Barber estimated the City's block's cost at \$99,000.00. Community Development staff informed City Council member Sam Davis and County Council member Paul Livingston of this matter. Councilman Davis agreed to seek financial support from the City for the Monticello Road project.

Councilman Livingston received a letter dated April 7, 2011 from the City Manager which stated that the City will make available \$71,000.00 for Monticello Road (see attached). The source will be remaining funds from a previous streetscape project. City Council approved the funds on June 21, 2011 (see attached). In addition to the \$71,000, the City will purchase 6 lights for the City block and will own and maintain them. The County will be responsible for the installation and construction of the proposed improvements for the project. Phase II of the project is slated to begin summer of 2014. The City held the \$71,000.00 until the funds were needed by the County, and the City is prepared to disburse the \$71,000.00 upon request from Richland County. Phase II bid package is under review in the County's Procurement Department. Once approved, URS/BP Barber will bid the project through a competitive process.

C. Legislative / Chronological History

This is a staff initiated request.

D. Financial Impact

There is no financial impact to the County other than a funds contribution from an external source (the City of Columbia). This increases the overall Community Development budget, thereby generating the need to do a budget amendment. The City is not requesting any County match funds in exchange for this contribution. The County's source of funding for the Monticello Road Streetscape project is CDBG through the Community Development Department. The Community Development Department is also prepared to expend up to \$28,000 for the City block, if deemed appropriate.

Richland County Government

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



Phone (803) 576-2050
Fax (803) 576-2137
TDD (803) 748-4999

Office of the County Administrator

Mr. Steven A. Gantt
City Manager
City of Columbia
1737 Main Street
P.O. Box 147
Columbia, SC 29217

Dear Mr. Gantt:

Richland County is in receipt of your letter dated April 7, 2011 regarding the Monticello Road Streetscape Project.

Overall, it is my understanding that the City's portion (Summit to Dixie Ave) is estimated to be \$99,000.00, as determined by our selected vendor BP Barber. The City has noted their commitment of \$71,000.00 from a previous streetscaping project to their portion of the project that will entail Summit to Dixie Avenue. The County will accept the City's \$71,000.00 and will commit to the additional estimated amount of \$28,000.00 for the remaining portion of the City's balance. The County's source will be CDBG funding from our Community Development Department. This \$99,000 is anticipated to cover the costs of the streetscape and not the lighting (see attached). As per your email, the City will in addition purchase their portion of the lighting as to where the County will be leasing from SCE&G. In order to make sure that all lighting is consistent and uniform, the County's Community Development office has supplied a copy of the SCE&G street lighting proposal for your information.

Please let me know if you need any additional information and please confirm receipt of this letter. You can correspond directly with me and/or Valeria Jackson, Director of Community Development at 803-576-2063, moving forward on this initiative. I look forward to seeing this enhanced streetscape serving as a main gateway into the city and county.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Milton Pope", is written over a horizontal line. The signature is fluid and cursive.

J. Milton Pope
County Administrator

Attachment

**Monticello Road Streetscape Improvements
for
Richland County
(City of Columbia Jurisdiction)**

I. Streetscape Improvements

Item	Qty.	Unit	Description	Unit Price	Total
1.	1	LS	Demolition	\$2,500.00	\$2,500.00
2.	1	LS	Traffic Control	\$10,000.00	\$10,000.00
3.	1	LS	Repair Utilities/Water Vault	\$1,000.00	\$1,000.00
4.	525	LF	Horizontal Directional Drill	\$12.00	\$6,300.00
5.	30	SY	12" Decorative Stamped Concrete	\$72.00	\$2,160.00
6.	45	SY	24" Decorative Stamped Concrete	\$72.00	\$3,240.00
7.	6	EA	Decorative Street Lamps w/ hand holes	\$0.00	\$0.00
8.	90	SY	4" Thick Concrete Sidewalk	\$35.00	\$3,150.00
9.	35	LF	18" Concrete Curb and Gutter	\$16.50	\$577.50
10.	875	LF	Thermoplastic Crosswalk	\$3.00	\$2,625.00
11.	1050	SY	Asphalt Milling	\$3.50	\$3,675.00
12.	1050	SY	Asphalt Surface Course	\$10.00	\$10,500.00
13.	315	SY	Stamped Asphalt Crosswalk	-\$100.00	\$31,500.00
14.	225	SF	Detectable Warning Surface	\$35.00	\$7,875.00
15.	4	EA	Decorative Street Sign	\$1,000.00	\$4,000.00
				Streetscape Subtotal:	\$89,102.50
				10% Contingency:	\$8,910.25
				Streetscape Total:	\$99,000.00

Notes:

1. Horizontal Directional Drill estimate includes full length installation of 2" Schedule 40 electrical conduit.
2. Decorative stamped concrete to be single color - red.
3. Decorative street lamps and hand holes to be supplied by SCE&G.
4. Stamped asphalt crosswalk to be StreetPrint XD or approved equal.
5. Decorative street signs to be Brandon Industries, or approved equal, combination stop and street signs.
6. Proposed work includes intersections of Monticello Road and Summit Avenue and Monticello Road and Dixie Road, and the rights-of-way in between.

Prepared By: BP Barber



CITY OF COLUMBIA
SOUTH CAROLINA

April 7, 2011

Mr. Paul Livingston, Chairman
Richland County Council
2308 Park Street
Columbia, SC 29201

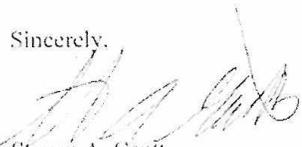
Dear Chairman Livingston,

The Columbia City Council, at its April 6th meeting, authorized me to provide some funding to assist the County in their streetscaping efforts along a portion of Monticello Road.

It is my understanding from your February 22nd communication that the County is requesting \$99,000.00 to fund the improvements to the 5000 block of Monticello Road. The City of Columbia has available \$71,000.00 from a previous streetscaping project that it is willing to make available for this project. Council has asked for some confirmation from the County that they will provide the remaining funds necessary to complete this portion of the project. City funding is contingent upon receiving an assurance from the County that the 5000 block of Monticello will improved to the same level as the blocks being funded by the County.

If this proposal is acceptable to the County please provide some correspondence confirming your willingness to complete this portion of the project with the funding available from the City of Columbia.

Sincerely,


Steven A. Gantt
City Manager

Cc: Mayor Steve Benjamin
Councilman Sam Davis
Councilwoman Tameika Isaac-Devine
Councilman Daniel Rickenmann
Councilwoman Belinda Gergel
Councilwoman Leona Plough
Councilman Brian Newman

Steven A. Gantt • City Manager
1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217
Office: 803-545-3026 • Fax: 803-255-8922 • Email: sagantt@columbiase.net



CITY OF COLUMBIA
CITY COUNCIL MEETING MINUTES
TUESDAY, JUNE 21, 2011
6:00 P.M.
CITY HALL – COUNCIL CHAMBERS
1737 MAIN STREET

The Columbia City Council conducted a Regular Meeting and a Public Hearing on Tuesday, June 21, 2011 at City Hall, 1737 Main Street, Columbia, South Carolina. The Honorable Mayor Pro-Tempore Belinda F. Gergel called the meeting to order at 6:08 p.m. and the following members of Council were present: The Honorable Sam Davis, The Honorable Tameika Isaac Devine, The Honorable Daniel J. Rickenmann, The Honorable Leona K. Plough and The Honorable Brian DeQuincey Newman. The Honorable Mayor Stephen K. Benjamin was absent. Also present were Mr. Steven A. Gantt, City Manager and Ms. Erika D. Salley, City Clerk.

PLEDGE OF ALLEGIANCE

INVOCATION

Chaplain Clyde Waters, Columbia Police Department offered the Invocation.

APPEARANCE OF PUBLIC WITH COMMENTS RELATED TO THE AGENDA ITEMS

No one appeared at this time.

APPROVAL OF MINUTES

1. Amended Minutes of March 1, 2011 – *Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted unanimously to approve the Minutes of March 1, 2011, as amended.

2. Work Session Minutes of June 7, 2011 - *Approved*
3. Council Meeting Minutes of May 24, 2011 and June 7, 2011 - *Approved*

Upon a single motion made by Ms. Devine and seconded by Ms. Plough, Council voted unanimously to approve the Work Session Minutes of June 7, 2011 and the Council Meeting Minutes of May 24, 2011 and June 7, 2011, as presented.

PRESENTATIONS

4. Introduction of the June 2011 Employee of the Month – Mr. Randy Scott, Chief of the Columbia Police Department

Chief Randy Scott, Columbia Police Department introduced Captain Estelle Young as the City of Columbia June 2011 Employee of the Month.

***Amendment to the Agenda*

MN 06/21/2011 Page 1 of 17

Captain Estelle Young, Columbia Police Department thanked the Council for the love shown and the assistance given to her over the years. She thanked Ms. Utsey for advertising the Fan the Heat Program, Shop with a Cop and many other programs undertaken by the Police Department.

Mayor Pro-Tem Gergel presented Captain Young with a plaque and Mr. Steven A. Gantt, City Manager presented Captain Young with a token of appreciation for being selected as the City of Columbia June 2011 Employee of the Month.

5. Broad River Road Corridor and Community Study – Ms. Krista Hampton, Director of Planning/Development Services

Ms. Tiaa Rutherford, Neighborhood Planner / Richland County Community Development Department presented the Broad River Road Corridor and Community Study, which was initiated by Richland County and the Central Midlands Council of Governments. It includes a five-mile stretch of Broad River Road bounded by Harbison State Forest to the north, the Broad River to the east, the Saluda River to the south and I-26/126 to the west. The goals and objectives of this plan are to optimize transportation operations; improve the roadway; preserve the existing character of the area; introduce mixed-use development; increase homeownership; produce enhanced connectivity; pursue beautification efforts; promote and strengthen development patterns as well as the existing network of community based services and institutions; and to improve the business climate. We would like to enter into a Memorandum of Understanding (MOU) with the City, but one of the first steps is for you all to adopt and accept this master plan.

Councilor Devine requested a copy of the proposed MOU. We can adopt the plan tonight and you all could send us a copy to review.

Councilor Davis said that he attended a couple of the charrettes. The fact that the business group is looking at the role they can play in enhancing the corridor will help move this plan along.

Councilor Rickenmann said it would be more prudent if we had the MOU. I saw something about Tax Increment Financing in one of the slides; we need to understand our financial commitment in the long run.

Councilor Plaugh sought clarification of the boundaries of the plan as it relates to the river.

Ms. Tiaa Rutherford, Neighborhood Planner / Richland County Community Development Department said that the project starts at the Broad River Bridge and goes to Harbison State Forest. We will also tie into the plans that are in place for the improvements to the walkway at Riverbanks Zoo.

Councilor Newman explained that he and Councilman Davis met with Ms. Rutherford and members of Richland County Council several months ago to receive background information on this plan, being that the portion that is in the City is shared by us. We embrace the idea; the look of the plan is beautiful, but at that time the details weren't quite vetted in terms of finances and the City's role. I'm not sure that voting to endorse this plan will obligate us financially.

***Amendment to the Agenda*

MN 06/21/2011 Page 2 of 17

Councilor Devine reminded the Council that a deliverable from the Joint Economic and Community Development Committee Meeting held on June 1, 2011, was for our staff to work more closely together on several economic development and community development issues. We discussed the fact that there are things that we are already planning to do in the area that is in the City limits. I agree with Mr. Newman; I don't think endorsing the plan would obligate us to anything. I want to see what we will be specifically asked to participate in down the road. We would clearly endorse the concept and ask that our staff work together to see if there are things we can come together to do and plan in the same direction since this area encompasses both the City and the County.

Ms. Tiaa Rutherford, Neighborhood Planner / Richland County Community Development Department asked that City Council accept the concept of the plan and that the two governments work together to establish the MOU as to how we move forward with implementation. Adopting the plan does not tie you financially to the implementation; you are agreeing with the concept as presented and as a government, we are going to work together to see the plan to fruition.

Upon a motion made by Mr. Rickenmann and seconded by Mr. Newman, Council voted unanimously to endorse the concept of the Broad River Road Corridor and Community Plan. The two governments will continue discussions and work together to develop a Memorandum of Understanding. Staff was directed to work together to move the plan forward.

CITY COUNCIL DISCUSSION / ACTION

6. Hospitality Tax Application for the 9/11 Memorial

Mr. Steven A. Gantt, City Manager explained that this is a Hospitality Tax Application for the construction of a September 11th Memorial at the Convention Center. We had discussions about funding for this memorial that would require an agreement with Richland County and Lexington County for the funding to be made available. We've received indication that one of the counties isn't in agreement with using those funds for this purpose. We have a surplus in the Hospitality Tax Fund and we ask that we be allowed to use a portion of that surplus for this project.

Councilor Davis asked where the remainder of the funds would come from.

Mr. Steven A. Gantt, City Manager said that the projected cost is \$170,000; this request is for \$50,000; and we will ask the other two counties to assist in an equal manner.

Councilor Devine made a motion to approve the allocation of \$50,000 from the Hospitality Tax Fund, contingent upon the other governments participating.

Councilor Plough sought clarification of the funding source. Are we talking about the \$500,000 +/- in a Reserve Fund? Is there a timeframe in which we need to act on this?

Mr. Steven A. Gantt, City Manager said yes and there is also \$96,000 that came back to the City from grantees that did not use all of their allocations. It is time sensitive in regard to starting construction. They would like to have this completed by the end of August 2011.

Councilor Rickenmann asked that the Council defer the vote on this matter, because he would also like to defer consideration of **Item 7**, until they schedule a Work Session for further discussion. The committee has done a great job, but we need to spend time discussing these items as a group. I would also like to have the Mayor here for this discussion. Some groups who generate the tax have seen significant cuts and some groups have gotten some bumps.

Councilor Devine concurred with deferring **Item 7**, but she would like to move forward with **Item 6** since it is coming from this year's surplus.

Councilor Newman concurred with Ms. Devine, noting that it would be prudent to move forward with **Item 6** I have some concerns with our Hospitality Tax funding recommendations and it would be appropriate to have a Work Session for further discussion of the committee's recommendations.

Upon a motion made by Ms. Devine and seconded by Mr. Newman, Council voted five (5) to one (1) to allocate up to \$50,000 from the Hospitality Tax Surplus Fund for the construction of a September 11th Memorial at the Columbia Metropolitan Convention Center, contingent upon Richland County and Lexington County participating in funding the project. Voting aye were Mr. Davis, Ms. Devine, Dr. Gergel, Ms. Plough and Mr. Newman. Mr. Rickenmann voted nay.

7. Fiscal Year 2011/2012 Accommodations Tax and Hospitality Tax Funding Recommendations – Ms. Libby Gober, Assistant to Council

Councilor Devine said that every year we get lots of e-mails and calls from people who were cut and some people are not happy. Typically we understand that, but by looking at the allocations it seems like some got jumps and some got cuts and there was not a lot of explanation as to the rationale.

Ms. Libby Gober, Assistant to City Council explained that this pot has been the same for the committee for the past several years and the only way to consider any new applications was to cut some of the groups that have been heavily funded for several years.

Ms. Cynthia Hardy, Chair of the Hospitality Tax Advisory Committee agreed with Ms. Gober's explanation, adding that it is an 11-member committee; most of us are business individuals and we recognize the economic strains that a number of businesses and organizations in our area find themselves in. We had \$2.55 million and 73 applications to consider over four days and we kept a contingency of \$200,000. I agree with Councilors Devine and Rickenmann; it would be best to sit down with you all to go over the recommendations. The committee unanimously voted on the bottom line. I will avail myself to answer those questions at a time that you all deem appropriate.

There was a consensus of Council to ask the City Manager to schedule a Work Session for next week and Ms. Hardy was asked to be prepared to address the areas that have seen reductions or increases in Accommodations and Hospitality Tax funding.

8. Accidental Death Coverage Comparison

Mr. Steven A. Gantt, City Manager said that at the request of Council we have been looking at an Accidental Death Policy for our employees that may be injured or killed in the line of duty. We have two policies that we were asked to review in order to determine which was the most appropriate for City employees.

Ms. Hattie Halsey, Deputy Director of Human Resources said that they looked at the SC Police Officer Retirement System and Guardian's Accidental Death and Dismemberment Policy. A legal review and comparison was done with the sample contract from Guardian to the State's program. The comparison shows that all employees would be covered under Guardians policy versus the Police Officer Retirement System, which only covers Police and Fire personnel. She cited other differences in the two policies and recommended that the City of Columbia enter into a contract with Guardian Life Insurance Company for Employee Accidental Death and Dismemberment Coverage.

Upon a motion made by Mr. Rickenmann and seconded by Ms. Devine, Council voted unanimously to authorize the City Manager to proceed with obtaining a contract from Guardian Life Insurance Company for consideration by City Council on July 19, 2011 after it has been reviewed by the City Attorney.

9. Council is asked to approve an allocation to Sister Care, Inc. in the amount of \$10,000 for fiscal year 2010/2011, as requested by City Administration. *Funding Source: Victim's Assistance Fund 2154601-680170 - Approved*

Upon a motion made by Ms. Devine and seconded by Mr. Rickenmann, Council voted unanimously to approve an allocation to Sister Care, Inc. in the amount of \$10,000 for fiscal year 2010/2011, as requested by City Administration.

10. Council is asked to approve the Destruction of 971 Narcotics to include Paraphernalia, as requested by the Police Department's Evidence and Property Unit. - *Approved*

Upon a motion made by Mr. Rickenmann and seconded by Mr. Davis, Council voted unanimously to approve the Destruction of 971 Narcotics to include Paraphernalia, as requested by the Police Department's Evidence and Property Unit.

11. Council is asked to approve the Disbursement of \$71,000.00 to Richland County for the Monticello Road Streetscape Project from Summit Avenue to Dixie Avenue, as requested by Richland County Administration. *Funding Source: Remaining Funds from the Main Street Phase II Project - Approved*

Mr. Steven A. Gantt, City Manager said that we received correspondence back from Richland County indicating that they would be willing to make up the difference of \$28,000 for the project. The County will be leasing ornamental lights for their portion of the project; I don't think we should lease lights from SCE&G in perpetuity, because it is expensive. We will be purchasing six lights for our block through the Public Works Department lighting funds. We will own and maintain the lights and that will save us money in the long-term.

Councilor Plough said that this is an example of how we can use the Community Development Block Grant Fund, which is what the County is using to fund their portion.

Upon a motion made by Mr. Newman and seconded by Ms. Devine, Council voted unanimously to approve the disbursement of \$71,000.00 to Richland County for the Monticello Road Streetscape Project from Summit Avenue to Dixie Avenue.

12. Neighborhood Street Lighting Request – Mr. Dave Brewer, Director of Traffic Engineering

Upon a motion made by Ms. Devine and seconded by Mr. Davis, Council voted unanimously to approve a Neighborhood Street Lighting Request for one (1) additional light on Rigby Road for an increased amount of \$118.92.

13. Request for Special Exception to Establish a Liquor Store within a Commercial Planned Unit Development at 5424 Forest Drive Suite 108, TMS #16706-04-06 – (Council District 4)

Mr. Jonathan Chambers, Zoning Administrator said that this is located in the Wal-Mart Shopping Center near the Sam's Club. He explained that this is a rare instance where the Zoning Ordinance requires both the Planning Commission and City Council to review a Special Exception request within a Commercial Planned Unit Development. On May 2, 2011, the Planning Commission reviewed the request and approved it. The case is in front of you for review and approval, as well. With special exceptions, there are criteria that should be reviewed in regards to the impact on traffic circulation, vehicular and pedestrian safety, the aesthetic character of the environs and the orientation or spacing of improvements or buildings.

Councilor Plough asked if the property had been posted.

Mr. Jonathan Chambers, Zoning Administrator replied yes.

Councilor Davis asked if there had been any opposition to this from adjoining merchants.

Mr. Jonathan Chambers, Zoning Administrator replied no.

Mr. Edgardo Andino, Applicant explained that he is retired from the military and he just wanted to start his own business. I wasn't aware of this legislation, but I had all of my licenses and I am ready to open my store. I am in agreement with the legislation. I selected a shopping center, because I don't want to be behind or in front of anyone's house.

***Amendment to the Agenda*

MN 06/21/2011 Page 6 of 17

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR-10

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 COMMUNITY DEVELOPMENT DEPARTEMENT BUDGET FOR THE DEVELOPMENT OF ONE CITY BLOCK WITHIN PHASE II OF THE MONTICELLO ROAD STEETScape PROJECT.

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 \$71,000 for the Development of the Monticello Road Streetscape project. Fiscal Year 2013-2014 Community Development Annual Budget is hereby amended as follows:

COMMUNITY DEVELOPMENT - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 4,131,268
City of Columbia Contribution:	\$ <u>71,000</u>
Community Development Revenue as Amended:	\$ 4,202,268

COMMUNITY DEVELOPMENT - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 4,131,268
Development of the Monticello Road Streetscape Project:	\$ <u>71,000</u>
Total Community Development Expenditures as Amended:	\$ 4,202,268

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: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

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

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location **[PAGES 62-66]**

Notes

First Reading: April 1, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SECTION 1-15, NAMING OF BUILDINGS; SO AS TO AMEND THE TITLE TO INCLUDE PROPERTIES, FACILITIES AND STRUCTURES AND TO ALLOW FOR LABELING BASED ON GEOGRAPHIC LOCATION.

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 Richland County Code of Ordinances; Chapter 1, General Provisions; Section 1-15, Naming of Buildings; is hereby amended to read as follows:

Sec. 1-15. Naming and labeling of ~~Buildings~~ buildings, properties, facilities, and structures.

(a) The county council shall have the authority to name or label all county-built, county-financed and/or county-owned public buildings, ~~or~~ properties, facilities, or structures. Naming and/or labeling shall be based on the following guidelines at the sole discretion of county council:

(1) Any building, property, facility, or structure may be named in honor of any organization, or deceased or living individual; or

(2) In addition to Richland County identification, any building, property, facility, or structure may be labeled with the geographic location within the County, such as a municipality, neighborhood, unincorporated community, or a designation based on common usage by residents of an area, such as topographical features or historical plat names.

~~(b) Such county-built, county-financed and/or county-owned public buildings or properties may be named in honor of any organization or deceased or living individual, at the discretion of County Council. The following procedure shall be used to recommend a building, property, facility, or structure name or label to county council for consideration:~~

(1) Any council member may make a motion to name or label a building, property, facility, or structure based on the above guidelines. Such motion shall be forwarded to the appropriate committee for review and recommendation to the full council; or

(2) Any citizen, community group or organization, or county staff member, when requested by a citizen or community group or organization, may initiate a naming or labeling request. In such circumstances:

~~(c) When a county-built, county-financed and/or county-owned public buildings or property is to be named to honor an individual or organization, the following procedure shall be used:~~

~~(1)~~a. Appropriate persons likely to be interested in the name or labeling of the ~~park~~ building, property, facility, or structure shall be contacted and encouraged to submit one (1) or more suitable names or geographic label suggestions. When naming in honor of an organization, or deceased or living individual, These these persons may be parties who donated land for the building, facility, or structure in question or who made some other similar contribution.

- (2)b. Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what or how the building, property, facility, or structure should be named or labeled.
- (3)c. Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available ~~county council~~ committee meeting.
- (4)d. Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.
- (5)e. Upon receipt of the committee's recommendation, county council shall give the building, property, facility, or structure such name or label as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

(c) The addition of the name or label should be incorporated at the outset of construction when appropriate, or added when it is financially feasible to do so, such as the regularly scheduled re-painting of a building or replacement sign.

(d) Specific labeling shall be submitted by staff and approved by county council concurrently with the above process.

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

Michelle Onley
Interim Clerk of Council

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

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SECTION 1-15, NAMING OF BUILDINGS; SO AS TO AMEND THE TITLE TO INCLUDE PROPERTIES, FACILITIES AND STRUCTURES AND TO ALLOW FOR LABELING BASED ON GEOGRAPHIC LOCATION.

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 Richland County Code of Ordinances; Chapter 1, General Provisions; Section 1-15, Naming of Buildings; is hereby amended to read as follows:

Sec. 1-15. Naming and labeling of ~~Buildings~~ buildings, properties, facilities, and structures.

(a) The county council shall have the authority to name or label all county-built, county-financed and/or county-owned public buildings, ~~or properties~~ properties, facilities, or structures. Naming and/or labeling shall be based on the following guidelines at the sole discretion of county council:

- (1) Any building, property, facility, or structure may be named in honor of any organization, or deceased or living individual; or
- (2) In addition to Richland County identification, any building, property, facility, or structure may be labeled with the geographic location within the County, such as a municipality, neighborhood, unincorporated community, or a designation based on common usage by residents of an area, such as topographical features or historical plat names.

~~(b) Such county-built, county-financed and/or county-owned public buildings or properties may be named in honor of any organization or deceased or living individual, at the discretion of County Council. The following procedure shall be used to recommend a building, property, facility, or structure name or label to county council for consideration:~~

- ~~(1) Any council member may make a motion to name or label a building, property, facility, or structure based on the above guidelines. Such motion shall be forwarded to the appropriate committee for review and recommendation to the full council; or~~
- ~~(2) Any citizen, community group or organization, or county staff member, when requested by a citizen or community group or organization, may initiate a naming or labeling request. In such circumstances:~~

~~(c) When a county-built, county-financed and/or county-owned public buildings or property is to be named to honor an individual or organization, the following procedure shall be used:~~

- ~~(1)~~a. Appropriate persons likely to be interested in the name or labeling of the ~~park~~ building, property, facility, or structure shall be contacted and encouraged to submit one (1) or more suitable names or geographic label suggestions. When naming in honor of an organization, or deceased or living individual, These these persons may be parties who donated land for the building, facility, or structure in question or who made some other similar contribution.

- (2)b. Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what or how the building, property, facility, or structure should be named or labeled.
- (3)c. Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available county council committee meeting.
- (4)d. Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.
- (5)e. Upon receipt of the committee's recommendation, county council shall vote whether or not to give the building, property, facility, or structure such name or label as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

(c) The addition of the name or label should be incorporated at the outset of construction when appropriate, or added when it is financially feasible to do so, such as the regularly scheduled re-painting of a building or replacement sign.

(d) Specific labeling shall be submitted by staff and approved by county council concurrently with the above process.

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 _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

Michelle Onley
Interim Clerk of Council

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to Determine which Purchasing Decisions Regarding Purchasing Made Exclusively with Monies Raised through the Penny Tax are of such County Wide Significance that County Council has the Authority to make the Final and Conclusive Determination to whom to award the contracts [**PAGES 67-74**]

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING SECTION 2-591 TO AUTHORIZE COUNTY COUNCIL TO DETERMINE WHICH PURCHASING DECISIONS REGARDING PURCHASING MADE EXCLUSIVELY WITH MONIES RAISED THROUGH THE PENNY TAX ARE OF SUCH COUNTY WIDE SIGNIFICANCE THAT COUNTY COUNCIL HAS THE AUTHORITY TO MAKE THE FINAL AND CONCLUSIVE DETERMINATION TO WHOM TO AWARD THE CONTRACTS.

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

The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing is hereby amended as follows:

Section 2-591 is added to read:

1. When Richland County (the "County") is engaged in a purchase involving only the expenditure of funds raised from the Penny Sales Tax Referendum passed November 6, 2012, the County Council may, upon a vote of the majority of its members, exempt any specific procurement which County Council determines is of great county wide significance, from the purchasing procedures of Article X, Division 2, Competitive Purchasing Policy, § 2-600 (Procurement of Professional Services) and 2-601 (Competitive Sealed Proposals). For purposes of this section, "determination" means County Council's majority vote that a specific procurement is of such great county wide significance that it is exempt from the provisions of § 2-600 or 2-601. For purposes of this section "Director of Procurement" means the Director of Procurement or any employee of the Richland County Department of Procurement designated by the Director of Procurement, in consultation with the County Administrator, to handle a solicitation under this section. Any solicitation so exempted as being of great county wide significance shall follow the procurement procedure set forth in this section. Any solicitation procured pursuant to this section is not subject to any other provision of Article X, Division 2, Competitive Purchasing Policy unless specifically stated to the contrary herein.

2. For a specific procurement involving professional services which would otherwise be subject to the provisions of § 2-600, requests for qualifications, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall be responsible for developing a request for qualifications and shall prepare a government project cost estimate for use in negotiations, which cost estimation shall remain confidential until after negotiation and award of a contract. A "request for qualification" is a written or published solicitation for submittals for the provision of professional services such as architectural, landscaping or engineering services, where the contract award is based upon the qualifications of the offeror for the specific project and cost is not an award criterion. The request for qualifications must contain, at a minimum, a description of the scope of the work being requested, the deadline for submission of information, how prospective offerors may apply for consideration and must require information on prospective offerors qualifications, experience, and ability to perform the requirements of the contract.

b. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

c. The Director of Procurement, in conjunction with the County employee(s) appointed by the County Administrator, shall prepare a request for qualifications, which shall include evaluation criteria, developed by the Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, as they determine appropriate for the specific project. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for qualifications and relate to the purpose of the procurement. The evaluation criteria shall be listed in the solicitation in relative order of importance, but the solicitation shall not publically list the numerical weighting of each factor. The request for qualifications shall be submitted to County Council for its approval prior to publication.

d. The notice of the request for qualifications will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, a description of all professional services required for that project, the submission deadline, and how and to whom interested offerors may submit qualifications for consideration.

e. Offerors shall submit qualification information as required in the request for qualifications.

f. Qualification submittals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for qualifications. Only the names of the offering offerors shall be disclosed at the qualification submittal opening. Contents of the qualification submittals shall remain confidential and shall not be disclosed during the negotiation process. Qualification submittals shall be open for public inspection after contract award, except that proprietary or confidential information in any qualification submittal that is clearly marked "confidential" by the offering offeror shall not be disclosed except as provided in the request for qualifications and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

g. Prior to sending the qualifications submittals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as such terms are defined in the County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a qualifications submittal from the material requirements of the request for qualifications. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for qualifications having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for qualifications or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing. If a qualification submittal is

incomplete with regards to the material requirements of the request for qualifications or the offeror is found to be non-responsive or non-responsible, the offeror will be rejected and the submittal will not be forwarded to the Committee.

h. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for qualifications which responses appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for qualifications. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of qualifications.

i. The Committee may conduct interviews with offerors submitting responses to the request for qualifications as it deems appropriate.

j. Based upon the evaluation criteria, the Committee shall select not less than three (3) nor more than five (5) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose qualification package, including the discussions and interviews, if any, are the most qualified offerors to be forwarded to County Council for consideration of award of the specific project. The Committee shall develop a written short-list report regarding the most qualified offerors, listing the offerors in alphabetical order. No non-responsive, non-responsible or non-qualified qualification submittals shall be included in the written short-listed report to County Council.

k. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and a copy of each of the short-listed offerors' qualification submittals to members of County Council.

l. Upon receipt of the Committee's written short-list report and the short-listed offerors' qualification submittals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the offerors' qualification submittals or additional information from the offerors regarding their respective approach to the specific project.

m. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's qualification submittal is in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked.

n. The Director of Procurement shall request a cost proposal from the top ranked offeror. Upon receipt of the cost proposal, in its sole discretion, County Council may direct the Director of Procurement, to proceed in any of the manners indicated below, except in no case may confidential information derived from qualification submittals and negotiations submitted by competing offerors be disclosed:

i. negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County

Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council, in its sole discretion;

ii. during the negotiation process, as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may reopen negotiations with any offeror with whom the Director of Procurement had previously negotiated; or

iii. the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for qualifications and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

3. For a specific procurement involving professional services which would otherwise be subject to the provisions of § Section 2-601, requests for proposals, for which County Council has made a determination, the procurement shall proceed as set forth below:

a. The Director of Procurement, in conjunction with any County employee(s) appointed by the County Administrator, shall prepare the request for proposals for the specific project. A "request for proposal" is a written or published solicitation for proposals to provide goods, services, or construction as described therein. Evaluation factors upon which the proposals will be evaluated by the Committee (hereinafter defined) for purposes of making a written report to County Council shall be stated in the request for proposals. Price may or may not be one of the evaluation factors but it shall not be the sole basis for evaluation and award of the contract. The pricing in proposals shall remain confidential until after negotiation and award of a contract except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information." The request for proposals shall be submitted to County Council for its approval prior to publication.

b. The notice of the request for proposals will be published in a newspaper of general circulation in the County and in the South Carolina Materials Management, South Carolina Business Opportunity publication, which notice shall include, but not be limited to, the project title, the general scope of work, if applicable, a description of the goods, services, or construction to be provided for that project, the submission deadline, and how and to whom interested offerors may submit proposals.

c. Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed except as provided in the request for proposals and allowed by the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 and S.C. Code Ann. § 11-35-410, "Public access to procurement information."

d. The request for proposals shall list the evaluation factors including price, if it is an evaluation factor, in relative order of importance, but shall not publically list the numerical weighting of each factor. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement.

e. The County Administrator shall establish a short-list evaluation committee (the "Committee") of three (3) or more individuals whom he determines to be qualified to make an informed recommendation to County Council as to offerors qualified to work on the proposed project.

f. Prior to sending the proposals to the Committee, the Director of Procurement shall make an initial evaluation to determine whether the offeror is responsive and responsible, as each is defined in County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 1, § 2-590. During its evaluation process, the Committee shall bring any issues regarding the responsiveness or responsibility of any offeror to the attention of the Director of Procurement. The Director of Procurement, in his sole discretion, shall have the right to waive any minor irregularities or informalities of a proposal from the material requirements of the request for proposal. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the request for proposals having no effect or merely a trivial or negligible effect on total price, quality, quantity, or performance of the contract, and the correction or waiver of which would not be prejudicial to other offerors. The Director of Procurement shall either give the offeror an opportunity to cure any deficiency resulting from a minor informality or irregularity in the request for proposals or waive any such deficiency when it is to the advantage of the County. Such communication or determination shall be in writing. If a proposal is incomplete with regards to the material requirements of the request for proposals or the offeror is found to be non-responsible or non-responsive, the offeror will be rejected, and the proposal will not be forwarded to the Committee.

g. The Committee may conduct discussions, in conjunction with the Director of Procurement, with each of the offerors submitting responses to the request for proposals, which response appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposals. Offerors shall be accorded fair and equal treatment with respect to clarification and any opportunity for discussion and revision of proposals.

h. The Committee may conduct interviews with offerors submitting responses to the request for proposals as it deems appropriate.

i. Based upon the evaluation criteria, the Committee shall select not less than three (3) nor more than five (5) offerors, as directed by County Council in its determination, which, in the Committee's judgment, are the offerors whose proposals, including the discussions and interviews, if any, are most advantageous to the County. The Committee shall then develop a written short-list report regarding the offerors whose proposals are most advantageous to the County, listing the offerors in alphabetical order. No non-responsive, non-responsible, or non-qualified offeror shall be included in the written short-list report to County Council.

j. When the Committee has completed its written short-list report, the Director of Procurement shall forward the report and the short-listed offerors' proposals to members of County Council.

k. Upon receipt of the Committee's short-list report and the copies of the short-listed offerors' proposals, County Council, in its sole discretion, may conduct interviews with each of the short-listed offerors to seek clarification regarding the proposals or additional information from the offerors regarding their approaches to the specific project.

l. When County Council determines, in its sole discretion, that it has sufficient information to make its award decision, County Council shall decide which of the offeror's qualification submittal is in the best interests of the citizens of the county as a whole. County Council's award decision shall be by majority vote with the first offeror receiving a majority of votes being ranked number one. Once the first ranked offeror has been identified, County Council shall vote to identify the second ranked offeror by a majority vote. This process shall be repeated until all of the short-listed offerors have been ranked.

m. Whether price was an evaluation factor or not, the County Council in its sole discretion may direct the Director of Procurement to proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

i. negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of County Council, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the County Council in its sole discretion;

ii. during the negotiation process as outlined in item (a) above, if the Director of Procurement is unsuccessful in the first round of negotiations, County Council may direct the Director of Procurement to reopen negotiations with any offeror with whom it had previously negotiated; or

iii. the Director of Procurement, as directed by County Council, may make changes within the general scope of the request for proposals and may provide all of the short-listed offerors an opportunity to submit their best and final offers.

4. The County Council reserves the right to reject any solicitation, in whole or in part, issued pursuant to this section and may reject, in whole or in part, any or all qualifications or proposals submitted pursuant to this section.

5. Any procurement conducted pursuant to the provisions of this section is exempt from all other requirements of Article X, Division 2, Competitive Purchasing Policy, including but not limited to, the protest provisions therein.

6. The provisions of the South Carolina Freedom of Information Act and Section 11-35-410 of the South Carolina Consolidated Procurement Code are applicable to any solicitation undertaken pursuant to this section.

7. 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.

Enacted this ____ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2013:

Interim Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:
Date of Second Reading:
Date of Public Hearing:
Date of Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; so as to amend the definition of Small Business Enterprise; and Amending All Sections Referencing Size Standards so as to delete such standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate schedule to size standards **[PAGES 75-85]**

DRAFT ORDINANCE FOR 2nd READING (WITH MARKED CHANGES)

NOTE: The Red Lined parts deal with the deletion of size standards from the SLBE ordinance and placing those standards in a separate document. That issue was included on 1st reading. Anything that changed after first reading has a strike through or underline.

The Blue Lined parts deal with a new issue brought forth by outside counsel (Franklin Lee), namely a Commercial Nondiscrimination Ordinance. This issue is before you for the first time at 2nd reading.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; DIVISION 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; ~~SECTION 2-639, GENERAL PROVISIONS; SUBSECTION (C), DEFINITIONS;~~ SO AS TO AMEND ~~THE DEFINITION OF SMALL BUSINESS ENTERPRISE; AND AMENDING ALL CERTAIN~~ SECTIONS REFERENCING SIZE STANDARDS ~~SO AS~~ TO DELETE SUCH STANDARDS FROM THE ORDINANCE AND REPLACE WITH LANGUAGE ALLOWING THE RICHLAND COUNTY COUNCIL TO SET SUCH STANDARDS IN A SEPARATE “SLBE SCHEDULE OF SIZE STANDARDS ELIGIBILITY REQUIREMENTS”; AND AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; BY ADDING A NEW DIVISION ENTITLED 8, COMMERCIAL NONDISCRIMINATION ORDINANCE.

WHEREAS, on September 17, 2013, Richland County Council enacted the Small Local Business Enterprise Procurement Requirements (Richland County Code of Ordinances sections 2-639 et seq.); and

~~WHEREAS, at third reading, Richland County Council inadvertently created an inconsistency in said ordinance by amending a specific code section without also amending the relevant definition; and~~

~~WHEREAS, Council now desires to remediate the inconsistency by amending the relevant definition and making such amendment apply retroactively to the original third reading date of the ordinance; and~~

WHEREAS, as a part of said ordinance, Richland County Council adopted certain size standards for eligible businesses, making the standards part of the ordinance language; and

WHEREAS, Richland County Council now desires to remove the size standards from the ordinance to allow for greater flexibility in amending the size standards commensurate with data gathered during Program implementation; and

WHEREAS, Richland County Council desires to adopt a separate “SLBE Schedule of Size Standard Eligibility Requirements,” which it will do concurrently with third reading of this ordinance;

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:

~~SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; Subparagraph entitled Small Business Enterprise (“SBE”); is hereby amended to read as follows:~~

~~*Small Business Enterprise (“SBE”)—a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the following size standard limitations: (1) the SBE must have no more than fifty full time employees; and (2) the SBE and must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 \$7 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 \$3 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for engineering firms; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE. This definition is subsumed within the definition of Small Local Business Enterprises.*~~

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article XI, Inquiries and Investigation; Section 2-647, Short title; is hereby renumbered to read as Section 2-648, and all remaining paragraphs in Article XI are renumbered in appropriate chronological order.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; is hereby amended by the insertion of the following language, to be alphabetized accordingly:

SLBE Schedule of Size Standard Eligibility Requirements – a document, separate and apart from this ordinance, adopted by the Richland County Council, which defines the SLBE size standard eligibility requirements, in number of employees and annual gross revenue dollars, applicable to the SLBE Program. The size standards shall be reviewed not less than annually and adjusted periodically by the Richland County Council to meet changes in market conditions.

SECTION III. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; Subparagraph entitled Small Business Enterprise (“SBE”); is hereby amended to read as follows:

Small Business Enterprise (“SBE”) - a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the ~~following~~ size standard limitations as adopted and periodically amended in the SLBE Schedule of Size Standard Eligibility Requirements. ~~-(1) the SBE must have no more than fifty full-time employees; and (2) the SBE and must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 \$7 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 \$3 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for engineering firms; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years.~~ Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should

be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE. ~~This definition is subsumed within the definition of Small Local Business Enterprises.~~

SECTION IV. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-641, Eligibility for the SLBE Program; Subsection (a)(2); is hereby amended to read as follows:

2. It meets size standard eligibility requirements for Small Business Enterprises as ~~defined below~~adopted and periodically amended in the SLBE Schedule of Size Standard Eligibility Requirements.:
 - ~~a.—Construction firms, specialty trade firms, and manufacturing firms have not employed more than 50 full-time persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$7 million in its most recently completed 3 fiscal years;~~
 - ~~b.—Architectural business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;~~
 - ~~c.—Professional services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;~~
 - ~~d.—Engineering business firms, have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2.5 million in its most recently completed 3 fiscal years;~~
 - ~~e.—Wholesale operations, retail firms, and all other services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2 million in its most recently completed 3 fiscal years; and~~

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

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

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

SECTION V. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 8: COMMERCIAL NONDISCRIMINATION ORDINANCE

Sec. 2-647. General Provisions.

(a) Statement of Policy.

It is the policy of the County not to enter into a contract or to be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the relevant marketplace.

(b) Implementation.

The Small Local Business Enterprise Division shall implement this Ordinance by periodically conducting outreach and distributing educational materials to the County's contracting and vendor community and related trade associations to advise such contractors, vendors and prospective Offerors of this Ordinance and

the procedures to be followed in submitting complaints alleging violations of this Ordinance. The Director of Procurement, in consultation with the County Attorney, shall promulgate regulations and procedures to establish due process for the filing of complaints pursuant to this Ordinance, as well as for the investigation of complaints, the conduct of administrative hearings, the issuance of factual determinations, the establishment of an appeals process, and the establishment and application of sanctions and other remedies pursuant to this Ordinance. In addition, the County Administrator or designee, the Director of Procurement, and the County Attorney's Office shall insure that the following commercial nondiscrimination clause language is set forth in, and incorporated into, all the County contracts that result from formally advertised solicitations:

1. Every contract and subcontract shall contain a nondiscrimination clause that reads as follows:

As a condition of entering into this agreement, the Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Ordinance, as described under Section 2-647 of the Richland County Code of Ordinances. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace. Moreover, the Contractor affirms that it will cooperate fully with any County inquiries regarding Contractor's compliance with this Ordinance. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2. All Formal Solicitations issued for County contracts shall include the following certification to be completed by the Offeror:

The undersigned Offeror hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the Offeror has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Ordinance, Section 2-647; to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the response submitted by the Offeror on this project, and terminate any contract awarded based on the response. As part of its response, the Offeror shall provide to the County a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of South Carolina that the Offeror discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the County, the Offeror agrees to comply with the County's Commercial Nondiscrimination Ordinance, Section 2-647 of the Richland County Code of Ordinances, and further agrees to fully cooperate with the County in its inquiries relating to compliance with this Ordinance.

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

SECTION VIII. 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
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:
Third Reading:
Public Hearing:

DRAFT

PROMPT PAYMENT ORDINANCE AMENDMENT

SECTION _____(1). Right of County prime contractor and subcontractor to prompt payment.

- (a) Performance by a prime contractor in accordance with the provisions of its Richland County contract entitles prime contractor to payment from the County in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the contractor, the County shall pay contractor no later than 30 days after receipt of a proper invoice from the contractor that summarizes the services provided or goods delivered to County by contractor and the cost of same. For each thirty-day interval that payment from the County is late, contractor shall be entitled to interest penalty payments from the County equal to 5% of the late balance, This late penalty fee payment shall be in addition to the payment of the undisputed original balance due by the County.
- (b) Performance by a subcontractor in accordance with the provisions of its subcontract agreement with County's prime contractor while providing goods or services on behalf of Richland County entitles subcontractor to payment from the prime contractor in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the subcontractor, the prime contractor shall pay subcontractor no later than seven days after prime contractor has received payment from the County for the goods or services that subcontractor has properly invoiced prime contractor for by summarizing the goods or services delivered on behalf of the County through the prime contractor. Alternatively, in instances where, through no fault of subcontractor, prime contractor has not been paid by the County for goods or services rendered by subcontractor, and more than thirty-seven days have lapsed since prime contractor received a proper invoice from subcontractor, the prime contractor shall authorize the County to pay subcontractor's undisputed invoice directly and to then deduct subcontractor's payment portion from prime contractor's account receivables due under its contract with the County. For each thirty-day interval beyond thirty-seven days that payment to subcontractor is late, subcontractor shall be entitled to an interest penalty fee equal to 5% of the late balance. This late penalty fee shall be in addition to the payment of the undisputed original balance due by the prime contractor, and shall be payable by either the prime contractor or the County depending upon which party is responsible for the late payment under these terms.
- (c) The County shall place language establishing these prompt payment terms as described above in (a) and (b) in any County bid solicitation and resulting contract awarded under County Ordinance, Chapter 2, Administration, Article X, Purchasing, § 2-591 and in each instance wherein the County determines to apply the provisions of County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 7 to a solicitation. In addition, each prime contractor shall be required to include similar prompt payment flow-down provisions for each tier of subcontractors that perform services or provide goods on behalf of the County through the prime contractor or a subcontractor.
- (d) Any prevailing party that makes a final written demand for payment and late penalty fees to the responsible party pursuant to this Ordinance and fails to receive payment in full within 30 days, and subsequently takes legal recourse to enforce these prompt payment provisions, shall also be entitled to the award of reasonable attorneys' fees by a court of competent jurisdiction.

SECTION.

SECTION _____(2). Grounds on which County, prime contractor, or subcontractor may withhold application and certification for payment; contract terms unaffected.

Nothing in this Ordinance prevents the County, the contractor, or a subcontractor from withholding application and certification for payment because of the following: unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed or reasonable evidence that claim will be filed, failure of contractor or subcontractor to make timely payments for labor, equipment, and materials, damage to County, contractor, or another subcontractor, reasonable evidence that contract or subcontract cannot be completed for the unpaid balance of the contract or subcontract sum, or a reasonable amount for retainage.

Nothing in this Ordinance requires that payments due a contractor from the County be paid any more frequently than as set forth in the construction documents, nor shall anything in this Ordinance affect the terms of any agreement between the County and any lender.

SECTION _____(3). Failure of contractor or subcontractor to make timely payments.

In addition to the interest on late payments provided in section 1, if any contractor or subcontractor makes late payments more than three times during the course of a contract, unless sufficient justification is made to the County and the County determines not to count the payment as late, the County can withhold the amount of the late payment due from the contractor to the subcontractor or to the lower tier subcontractor and make such late payment directly to the subcontractor or the lower tier subcontractor.

DRAFT

Richland County Council Request of Action

Subject

Quit Claim of Hermes Road [**PAGES 86-95**]

Notes

February 25, 2014 - The Committee forwarded the item without a recommendation, and requested the following information be provided: (1) land value (2) additional tax revenues that will be provided by putting the property back on the tax roll.

Richland County Council Request of Action

Subject Quit Claim of Hermes Road

A. Purpose

Richland County Council is requested to approve a Quit Claim of Hermes Road to Daniel H. & Deborah B. Bouknight, the adjoining property owners.

B. Background / Discussion

Hermes Road is a county owned dirt road in the northwestern part of Richland County which runs off Coogler Road, approximately 1200 feet southwest of its intersection with Kennerly Road. Hermes Road is approximately 300 feet long and 50 feet wide (See Exhibit "A")

Hermes Road was deeded to Richland County on February 17, 1978 by H. C. Bouknight, father of the claimant. (See Exhibit "B")

Attached is a letter by which claimant makes the request for Hermes Road to be quit claimed back to the adjoining property owners. A Quit Claim is a transfer of all one's interest, as in a parcel of real estate, especially without a warranty of title. (See Exhibit "C")

The Quit Claimant owns the adjoining property on three sides Hermes Road. The fourth side is a state road.

The road supervisor who works this area has no record of maintaining this road over the last four years, the length of time he has been supervisor in the Irmo/Ballentine area. It is currently ranked 18th out of 110 roads in District 1 on the paving list. There has been no request to have Hermes Road paved.

C. Legislative / Chronological History

Hermes Road was deeded to Richland County on February 17, 1978

D. Financial Impact

The financial impact will benefit the county two fold.

One, this acreage will go back on the tax rolls as taxable property.

Two, this road will come off the road maintenance inventory. Even though it has not been maintained in several years, a request could come in anytime. Also, at this time a request could be made to have the road paved.

E. Alternatives

1. Approve the request to quit claim this road back to the adjoining property owners.
If this request is approved, a Quit Claim Deed is attached for the Chairman of The Richland County Council to sign.
2. Do not approve the request.

F. Recommendation

It is recommended that this Quit Claim request be granted:

Recommended by: David Hoops P. E. Department: Public Works Date: 2/7/14

G. Reviews

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

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

Finance

Reviewed by: Daniel Driggers

Date: 2/11/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Planning and Development Services

Reviewed by: Tracy Hegler

Date: 2/21/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/19/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Richland County ordinance 21-14(c) allows for such a transfer if such a road has been unused/unopened. I have been unable to ascertain from Public Works whether the above road is unused/unopened. Thus, such an inquiry

should be made. If the road has been opened/used as a County road, then the petitioners would need to file an action with the Court to have the road closed and deeded to them.

Sec. 21-14. Abandonment of public roads and right-of-ways.

(a) Any person or organization wishing to close an existing public street, road, or highway in the county to public traffic shall petition a court of competent jurisdiction in accordance with section 57-9-10, et seq. of the state code of laws. The petition shall name the county as a respondent (unless the county is the petitioner). The county attorney shall advise the court with regard to the county's concurrence or opposition after consultation with the county's planning, public works, and emergency services departments, and after consideration by county council. It shall be the responsibility of the petitioner to physically close the roadway if a petition is successful. The county attorney may submit such petition on behalf of the county if so directed by county council.

(b) Any person or organization wishing the county to abandon maintenance on an existing county-maintained street, road or highway shall submit to the public works department a petition to do so signed by the owners of all property adjoining the road and by the owners of all property who use the road as their only means of ingress/egress to their property. The petition shall state that the property owners release and indemnify the county from any duty to maintain the road. At the recommendation of the county engineer, the county administrator shall have the authority to act on a petition that involves a dead-end road; county council shall have the authority to approve petitions under all other circumstances. If the petition is approved, the county engineer may require the property owners to place an appropriate sign alongside or at the end of the road.

(c) Any person or organization wishing to acquire ownership of an **unused road right-of-way** in the county (including a public right-of-way that is dedicated either by deed, prescription, or recordation of a plat) may submit a petition for consideration by county council. If it is determined by the county's planning department and public works department that the right-of-way will not be utilized by the county for road purposes, county council may approve a quit-claim deed conveying the county's interest to the owners of the adjoining property. Unless the owners of the adjoining property agree to another division, each may acquire that portion of the right-of-way adjacent to his/her property on his/her side of the right-of-way's centerline. The grantee(s) of the quit-claim deed(s) shall be responsible for preparing the deed(s) prior to county council's consideration of the request. Upon approval and execution of the deed(s), the grantee(s) shall be responsible for recording the deed(s) in the office of the register of deeds and for returning a filed copy to the office of the county attorney. The county council may require the grantees) to pay up to the fair market value, as determined by the county assessor's office, in exchange for the conveyance of the right-of-way. Upon recordation of the deed, the county assessor's office shall adjust the appraisal of the adjoining parcels to reflect the value of the additional property.

Administration

Reviewed by: Sparty Hammett

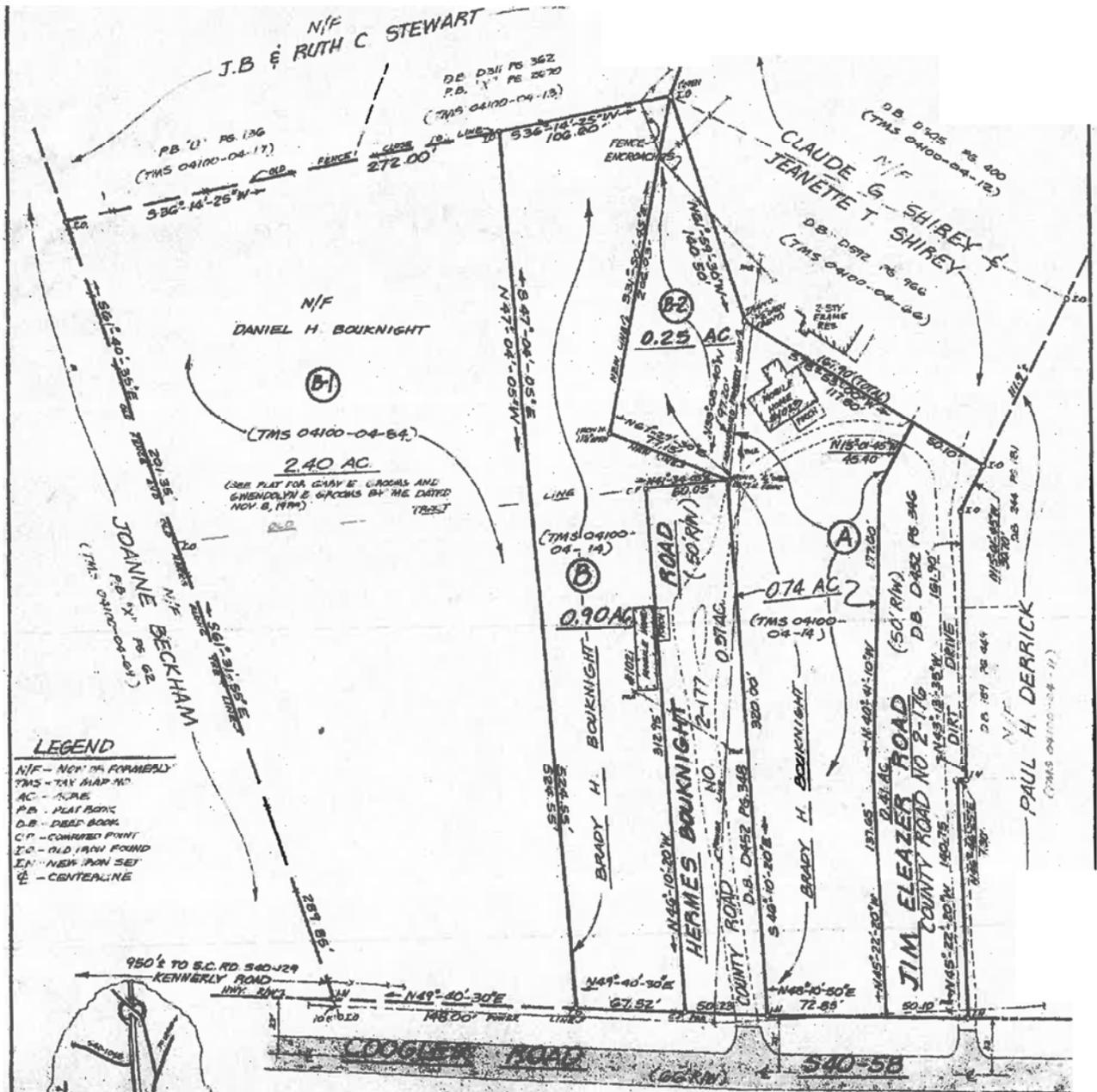
✓ Recommend Council approval

Comments regarding recommendation:

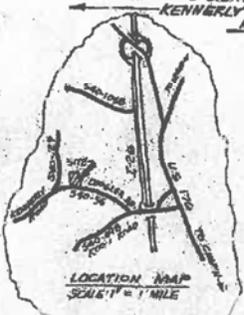
Date: 2/21/14

Recommend Council denial

EXHIBIT A



LEGEND
 N/F - NOT IN FORMERLY
 TMS - TAX MAP NO.
 AC - ACRE
 P.B. - PLAT BOOK
 D.B. - DEED BOOK
 C.P. - CORNER POINT
 I.O. - OLD IRON FOUND
 E.N. - NEW IRON SET
 C - CENTERLINE



**COMPILED PLAT FOR
 BRADY H. BOUK**

IN RICHLAND COUNTY, NEAR IRMO, S.C.

NOTES: THE ABOVE SHOWS THE REMAINING PORTION OF TRACT NO. 1 SHOWN ON PLAT OF THE ESTATE OF MINNIE G. ELEANER BY KARL B. SHULER, SURVEYOR, JAN 28, 1942 AND RECORDED IN PLAT BOOK 'K' AT PAGE 112.
 1. PLAT TO BE SHOWN, THIS PLAT (ENTER AUG. 10, 1987) WAS RECORDED IN PLAT BOOK '51' BY PAGE 0795.
 2. PLAT REVISED FEB. 13, 1997, TO SHOW 'B' AFTER 'B-1' WAS CUT OUT AND 'B' ADDED, AND ADDITION OF 'B-1' PORTION OF 'B' TO 'A' (NOW 0.74 AC) TO MAKE A NEW TOTAL FOR 'A' (TMS 04100-04-81) OF 0.90 AC.
 3. PLAT REVISED APRIL 5, 2002, TO SHOW NAME CHANGE PER DEED IN BOOK # 00627 PG. 0397, WITH NO FIELD WORK THIS DATE.

SCALE: 1" = 40'

AUGUST 6, 1987
 REVISED FEB. 13, 1997, REVISED APRIL 5, 2002

I hereby certify that I am a duly sworn and qualified surveyor in the State of South Carolina, and that I have personally examined the above plat and find that it conforms to the requirements of the laws of this State, and that the same is a true and correct copy of the original as shown to me by the owner or his agent.
 Surveyor
 [Signature]
 August 13, 1987

[Signature]
 Surveyor

STATE OF SOUTH CAROLINA
 DEPARTMENT OF REVENUE
 LAND SURVEYOR
 1100 MARKET STREET
 COLUMBIA, SOUTH CAROLINA 29201
 (803) 253-3300

NOTES CONT'D
 4. UPON ACCEPTANCE OF THIS PLAT, 'B-2' (0.25 AC) WILL BECOME AN UNDIVIDED PORTION OF 'A' (0.90 AC) TMS 04100-04-81, THAT MAKING A NEW TOTAL OF 0.99 AC FOR TMS 04100-04-81, AND A NEW TOTAL OF 0.90 AC FOR TMS 04100-04-14.
 5. ONLY 'B-1' WAS REVISED FEB. 13, 1997.
 6. PLAT REVISED APRIL 5, 2002, TO SHOW NAME CHANGE PER DEED IN BOOK # 00627 PG. 0397, WITH NO FIELD WORK THIS DATE.

Exhibit B

November 20,2013

To whom it may concern:

We are requesting that County Road #2-177 be deeded back to the landowners Daniel Bouknight and Deborah Bouknight. Thank you for taking the time to consider our request.

Sincerely,



Daniel Bouknight



Deborah Bouknight

Exhibit C

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, executed this _____ day of _____, 20__ by Richland County, (hereinafter “Grantor”), to Daniel H. Bouknight and Deborah B. Bouknight, (hereinafter “Grantee”). (Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, successors, assigns, legal representatives and corporations wherever the context so permits or requires).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00), in hand paid by the grantee, the receipt of which is hereby acknowledge, does hereby remise, release, and quit-claim unto the Grantee, their heirs, successors, and assigns, forever, all their right, title, interest, claim and demand which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Richland, State of South Carolina, to wit:

Description:

See Attached Exhibit “D”

TO HAVE AND TO HOLD the same together with all and singular the rights, members, hereditaments and appurtenances to the premises belonging, or in anywise incident or appertaining.

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

WITNESS my hands and seals this _____ day of _____ in the
_____ year of our lord.

WITNESSES:GRANTOR

_____ By _____
(Witness #1) Councilperson Norman Jackson
Its: Chairman Richland County Council

(Witness #2/Notary)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE
(Grantor)

Personally appeared before me _____ and
(Name of Witness #1)
made oath that (s)he saw the within named _____

Execute, seal and as its act and deed, deliver the within Assignment and that (s)he with
_____ witnessed the execution thereof
(Name of Witness #2/Notary

Signature of Witness #1

Sworn to before me this _____
day of _____, 20__

Notary Public for South Carolina

MCE _____

Exhibit D

All that certain piece, parcel or lot of land, situate, lying and being in the County of Richland, State of South Carolina, and being that 0.57 acre, having the county designation of dirt road 2-177, Hermes Road and having the following metes and bounds:

Beginning at the existing right of way of Coogler Road (S-40-58) at the North Corner of Hermes Road and going along bearing N46° 10' 20"W for a distance of 312.95 feet, then going along bearing N41° 34' 05"E for 50.05 feet, then along bearing S46° 10' 20"E for a distance of 320.00 feet, then along the existing right of way of Coogler Road along bearing S49° 37' 26" W for a distance of 50.23 feet to the Point of Beginning.

This road is being further shown on the attached Exhibit "B"

This being that same parcel deeded to County Council of Richland County dated Jan. 12, 1978 and recorded in the Richland County ROD on February 17, 1978 in Deed Book D452-Page 348.

This being a part of the existing road system, there is no Tax Map Sheet Number.

Richland County Council Request of Action

Subject

- a. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters **[FIRST READING BY TITLE ONLY]**
- b. Inducement Resolution for Fee-in-Lieu of Property Tax Incentive for American Italian Pasta Company
- c. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto **[FIRST READING BY TITLE ONLY]**
- d. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto **[FIRST READING BY TITLE ONLY]**
- e. Authorizing the conversion and extension of a 1995 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto **[FIRST READING BY TITLE ONLY]**
- f. Land Option Agreements between Richland County and SLB Blythewood LLC; WJB Blythewood, LLC; and VB Blythewood, LLC **[PAGES 97-129]**

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "*Agreement*") is made and entered into as of the _____ day of _____, 2014 ("*Effective Date*"), by and between SLB BLYTHEWOOD, LLC, a South Carolina limited liability company ("*Optionor*") and RICHLAND COUNTY, SOUTH CAROLINA ("*Optionee*").

WITNESSETH:

1. Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("*Option*") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the "*Property*"):

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being near the City of Blythewood, County of Richland, State of South Carolina, consisting of approximately 174.83 total acres at Community Road and Baker Road and further described on the Richland County website as tax map numbers, R15106-01-01 (102.12± acres); R15100-03-03 (17.02± acres); R15000-01-01 (4.48± acres); R15100-03-02 (9.65± acres); and R15007-01-01 (41.56± acres).

3. Option Consideration.

(a) Within five days of the Effective Date (as hereinafter defined), Optionee shall deliver to Optionor, the sum of one thousand and no /100ths (\$1,000.00) Dollars ("*Option Consideration*").

(b) The \$1,000 Option Consideration provided for in subsection (a) above shall be paid to Optionor and shall be non-refundable to Optionee, except in the circumstances in which this Agreement specifically requires the Option Consideration to be returned to Optionee.

(c) All Option Consideration shall be applied to the Purchase Price at Closing, if Closing takes place within the terms and conditions as set forth herein.

(d) In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until **five (5) years** from the Effective Date ("*Option Date*"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("*Exercise*"). Within five(5) days of delivery of the Exercise, Optionee must deliver an additional payment

of Option Consideration in the amount of Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, thereby increasing the total Option Consideration to Twenty-Six Thousand and no / 100ths (\$26,000.00) Dollars. The date such notification is mailed or hand delivered to Optionor shall be the "*Notification Date*." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall retain the Option Consideration, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to all parcels of the Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Optionor and Optionee acknowledge and agree that this Agreement may be extended for such periods and on such terms as the parties mutually agree to.

(d) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("*Closing*") will be held at a location to be determined by the Optionee on any date ("*Closing Date*") which is on or before that date which is forty five (45) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.

5. Purchase Price: Method of Payment. The purchase price ("*Purchase Price*") shall be based on the sum of a per-acre price. Based on the foregoing, the Purchase Price shall be as follows:

(a) Year 1. In the event the Option is exercised within Year 1 after the Effective Date, the Purchase Price shall be Fifteen Thousand Dollars (\$15,000) per acre;

(b) Year 2. In the event the Option is exercised within Year 2 after the Effective Date, the Purchase Price shall be Fifteen Thousand Five Hundred Dollars (\$15,500) per acre;

(c) Year 3. In the event the Option is exercised within Year 3 after the Effective Date, the Purchase Price shall be Sixteen Thousand Dollars (\$16,000) per acre;

(d) Year 4. In the event the Option is exercised within Year 4 after the Effective Date, the Purchase Price shall be Sixteen Thousand Five Hundred Dollars (\$16,500) per acre; and

(e) Year 5. In the event the Option is exercised within Year 5 after the Effective Date, the Purchase Price shall be Seventeen Thousand Dollars (\$17,000) per acre.

The applicable acreages of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Optionee pursuant to the terms of Section 8. The Purchase Price will be calculated by multiplying the price per acre by the applicable acreage determined to the nearest hundredth of an acre.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the

“*Impositions*”) for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (collectively, “*Permitted Exceptions*”).

(b) Optionee shall, at Optionee’s expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor’s title less than fee simple marketable title (each a “*Title Objection*”). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee’s initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee’s initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee’s rights and remedies in the event that Optionor does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee’s title insurer at Closing.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights (other than the existing timber rights of which Optionee has been provided written notice, which expire in September 2014, and which will not be extended without the prior written consent of Optionee) or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining

Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Optionor shall be permitted to grant hunting rights without the prior written consent of Optionee as long as any such hunting rights are terminable in the sole discretion of Optionor and can be terminated between the date of Exercise and the date of Closing. In no event will hunting rights, or any other rights prohibited by this Section 7(d) be a "Permitted Exception". Any grant of hunting rights must make such hunting rights subject to the rights of Optionee to enter the Property to exercise its inspection rights under Section 9(a) below, and no hunting activities may be conducted on the Property during the exercise of any such inspection rights.

8. Survey.

(a) Optionee shall, , obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing.

(b) Optionee shall, at the time of delivery of the Survey, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection shall be deemed to be an election of (ii) above. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than twenty-four (24) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "**Optionee Due Diligence Materials**"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing, Optionee will raise any objections with respect to the condition of the Property within nine (9) months of the Effective Date.

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) either (1) a certificate of tax compliance from the South Carolina Department of Revenue, or (2) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Optionor to Optionee.

(x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) Intentionally Deleted.

(c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee, and hereby covenants not to sue Optionee, for specific performance of this Agreement or to prove that Optionor's actual damages exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, in whole or in part, with notice of Assignment in writing to Optionor.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: SLB Blythewood, LLC
7906 Manor House Drive
Fairfax Station, VA 22039
Attn: Sara L. Beha
Phone: _____

With a copy to: NAI Avant Attn: Tom Milliken
PO Box 2267
Columbia, SC 29202
Phone: 803-744-9837

Optionee: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201
Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if hereof Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "*Proposal*"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall within forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, and Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. Optionee shall provide written evidence of the actual costs incurred. The reimbursement obligation of Optionor under this provision shall not exceed Eighteen Thousand and 00/100 dollars (\$18,000).

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2014.

WITNESSES:

OPTIONEE:

Richland County, South Carolina

By: _____
Name: _____
Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, as _____ of Richland County, South Carolina, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2014.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 14th day of March, 2014.

WITNESSES:

Eric A. Wenberg
William H. Beha

OPTIONOR:

SLB BLYTHEWOOD, LLC, a South Carolina limited liability company

By: SLB Blythewood, LLC.
Name: Sara Louise Beha
Title: Manager

COMMONWEALTH OF VIRGINIA

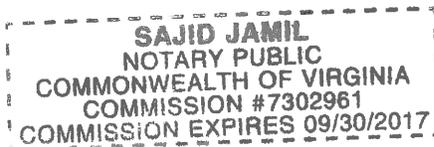
COUNTY OF FAIRFAX

ACKNOWLEDGMENT

I, Sajid Jamil, Notary Public, certify that Sara Louise Beha, as Manager of **SLB BLYTHEWOOD, LLC**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the 14th day of March, 2014.

Sajid Jamil
Notary Public for Virginia



My Commission Expires 09/30/2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made and entered into as of the 13th day of MARCH, 2014 ("Effective Date"), by and between WJB BLYTHEWOOD, LLC, a South Carolina limited liability company ("Optionor") and RICHLAND COUNTY, SOUTH CAROLINA ("Optionee").

WITNESSETH:

1. Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("Option") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the "Property"):

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being near the City of Blythewood, County of Richland, State of South Carolina, consisting of approximately 270.51 total acres at Community Road and Locklier Road and further described on the Richland County website as tax map numbers, R15004-01-01 (90.48± acres); R15006-01-01 (178.04± acres); and R15004-01-02 (1.99± acres).

3. Option Consideration.

(a) Within five days of the Effective Date (as hereinafter defined), Optionee shall deliver to Optionor, the sum of one thousand and no /100ths (\$1,000.00) Dollars ("**Option Consideration**").

(b) The \$1,000 Option Consideration provided for in subsection (a) above shall be paid to Optionor and shall be non-refundable to Optionee, except in the circumstances in which this Agreement specifically requires the Option Consideration to be returned to Optionee.

(c) All Option Consideration shall be applied to the Purchase Price at Closing, if Closing takes place within the terms and conditions as set forth herein.

(d) In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until five (5) years from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). Within five(5) days of delivery of the Exercise, Optionee must deliver an additional payment of Option Consideration in the amount of Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars,

thereby increasing the total Option Consideration to Twenty-Six Thousand and no / 100ths (\$26,000.00) Dollars. The date such notification is mailed or hand delivered to Optionor shall be the "*Notification Date*." In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall retain the Option Consideration, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to all parcels of the Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Optionor and Optionee acknowledge and agree that this Agreement may be extended for such periods and on such terms as the parties mutually agree to.

(c) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("*Closing*") will be held at a location to be determined by the Optionee on any date ("*Closing Date*") which is on or before that date which is forty five (45) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.

5. Purchase Price: Method of Payment. The purchase price ("*Purchase Price*") shall be based on the sum of a per-acre price. Based on the foregoing, the Purchase Price shall be as follows:

(a) Year 1. In the event the Option is exercised within Year 1 after the Effective Date, the Purchase Price shall be Fifteen Thousand Dollars (\$15,000) per acre;

(b) Year 2. In the event the Option is exercised within Year 2 after the Effective Date, the Purchase Price shall be Fifteen Thousand Five Hundred Dollars (\$15,500) per acre;

(c) Year 3. In the event the Option is exercised within Year 3 after the Effective Date, the Purchase Price shall be Sixteen Thousand Dollars (\$16,000) per acre;

(d) Year 4. In the event the Option is exercised within Year 4 after the Effective Date, the Purchase Price shall be Sixteen Thousand Five Hundred Dollars (\$16,500) per acre; and

(e) Year 5. In the event the Option is exercised within Year 5 after the Effective Date, the Purchase Price shall be Seventeen Thousand Dollars (\$17,000) per acre.

The applicable acreages of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Optionee pursuant to the terms of Section 8. The Purchase Price will be calculated by multiplying the price per acre by the applicable acreage determined to the nearest hundredth of an acre.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the "*Impositions*") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor

shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (collectively, "*Permitted Exceptions*").

(b) Optionee shall, at Optionee's expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor's title less than fee simple marketable title (each a "*Title Objection*"). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee's title insurer at Closing.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Optionor shall be permitted to grant hunting rights without the prior written consent of Optionee as long as any such hunting rights are terminable in the sole discretion of

Optionor and can be terminated between the date of Exercise and the date of Closing. In no event will hunting rights, or any other rights prohibited by this Section 7(d) be a "Permitted Exception". Any grant of hunting rights must make such hunting rights subject to the rights of Optionee to enter the Property to exercise its inspection rights under Section 9(a) below, and no hunting activities may be conducted on the Property during the exercise of any such inspection rights.

8. Survey.

(a) Optionee shall, obtain, at Optionee's expense, a survey of the Property ("*Survey*") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing.

(b) Optionee shall, at the time of delivery of the Survey, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "*Survey Objection*"), and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection shall be deemed to be an election of (ii) above. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than twenty-four (24) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "*Optionee Due Diligence Materials*"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing, Optionee will raise any objections with respect to the condition of the Property within nine (9) months of the Effective Date.

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) either (1) a certificate of tax compliance from the South Carolina Department of Revenue, or (2) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Optionor to Optionee.

(x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) Intentionally Deleted.

(c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this

Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee, and hereby covenants not to sue Optionee, for specific performance of this Agreement or to prove that Optionor's actual damages exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, in whole or in part, with notice of Assignment in writing to Optionor.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and

against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: WJB Blythewood, LLC
 252 Chapman Loop
 Pawleys Island, SC 29585
 Attn: William J. Barnett
 Phone: 843-237-4081

With a copy to: NAI Avant Attn: Tom Milliken
 PO Box 2267
 Columbia, SC 29202
 Phone: 803-744-9837

Optionee: Richland County, South Carolina
 2020 Hampton Street
 Columbia, South Carolina 29201

Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if hereof Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "*Proposal*"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall within forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, and Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. Optionee shall provide written evidence of the actual costs incurred. The reimbursement obligation of Optionor under this provision shall not exceed Twenty-Eight Thousand and 00/100 dollars (\$28,000).

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

Signature page to follow.

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this ____ day of _____, 2014.

WITNESSES:

OPTIONEE:

Richland County, South Carolina

By: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, as _____ of Richland County, South Carolina, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the ____ day of _____, 2014.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 13th day of MARCH, 2014.

WITNESSES:

Kathy Valle
Sharon J. Maxwell

OPTIONOR:

WJB BLYTHEWOOD, LLC, a South Carolina limited liability company

By: WJB Blythewood LLC
Name: William J Bennett
Title: member

STATE OF SOUTH CAROLINA

COUNTY OF Georgetown

ACKNOWLEDGMENT

I, Sharon Maxwell, Notary Public, certify that William Bennett, as member of **WJB BLYTHEWOOD, LLC**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal, this the 13th day of March, 2014.

Sharon J. Maxwell
Notary Public for South Carolina



My Commission Expires 11-26-2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "**Agreement**") is made and entered into as of the 17th day of March, 2014 ("**Effective Date**"), by and between VB BLYTHEWOOD, LLC, a South Carolina limited liability company ("**Optionor**") and RICHLAND COUNTY, SOUTH CAROLINA ("**Optionee**").

WITNESSETH:

1. Option to Purchase. For and in consideration of the Option Consideration (as hereinafter defined) in hand paid by Optionee to Optionor, receipt and legal sufficiency of which is hereby acknowledged by the parties hereto, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor hereby grants to Optionee and its assigns, the irrevocable right and option ("**Option**") to purchase, at any time through the Option Date (as hereinafter defined), the Property (as hereinafter defined), on the terms and conditions set forth in this Agreement.

2. Property Subject to Option. The following shall be the property subject to this Agreement (the "**Property**");

All that certain piece, parcel or lot of land with any improvement thereon, situate lying and being near the City of Blythewood, County of Richland, State of South Carolina, consisting of approximately 223.38 total acres at Community Road and Locklier Road and further described on the Richland County website as tax map numbers, R15008-01-01 (97.5± acres); R15005-01-01 (107.99± acres); R15101-01-01 (14.69± acres); and R15101-01-02 (3.2± acres).

3. Option Consideration.

(a) Within five days of the Effective Date (as hereinafter defined), Optionee shall deliver to Optionor, the sum of one thousand and no /100ths (\$1,000.00) Dollars ("**Option Consideration**").

(b) The \$1,000 Option Consideration provided for in subsection (a) above shall be paid to Optionor and shall be non-refundable to Optionee, except in the circumstances in which this Agreement specifically requires the Option Consideration to be returned to Optionee.

(c) All Option Consideration shall be applied to the Purchase Price at Closing, if Closing takes place within the terms and conditions as set forth herein.

(d) In the event of a default by either party, the Option Consideration shall be paid in accordance with Section 14 below.

4. Option Term/Closing

(a) The term of the Option shall be until **five (5) years** from the Effective Date ("**Option Date**"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("**Exercise**"). Within five(5) days of delivery of the Exercise, Optionee must deliver an additional payment

of Option Consideration in the amount of Twenty-Five Thousand and no/100ths (\$25,000.00) Dollars, thereby increasing the total Option Consideration to Twenty-Six Thousand and no / 100ths (\$26,000.00) Dollars. The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date.**" In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall retain the Option Consideration, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

(b) In the event that Optionee elects to exercise this Option, it must be exercised as to all parcels of the Property, and Optionee may not exercise the Option with respect to only a portion of the Property.

(c) Optionor and Optionee acknowledge and agree that this Agreement may be extended for such periods and on such terms as the parties mutually agree to.

(d) Provided that Optionee has timely delivered the Exercise of the Option as set forth in Section 4(a) above, the closing of the purchase and sale of the Property ("**Closing**") will be held at a location to be determined by the Optionee on any date ("**Closing Date**") which is on or before that date which is forty five (45) days following the Notification Date, at Optionee's option. Optionee shall give Optionor written notice of the Closing Date at least five (5) days in advance thereof.

5. Purchase Price: Method of Payment. The purchase price ("**Purchase Price**") shall be based on the sum of a per-acre price. Based on the foregoing, the Purchase Price shall be as follows:

(a) Year 1. In the event the Option is exercised within Year 1 after the Effective Date, the Purchase Price shall be Fifteen Thousand Dollars (\$15,000) per acre;

(b) Year 2. In the event the Option is exercised within Year 2 after the Effective Date, the Purchase Price shall be Fifteen Thousand Five Hundred Dollars (\$15,500) per acre;

(c) Year 3. In the event the Option is exercised within Year 3 after the Effective Date, the Purchase Price shall be Sixteen Thousand Dollars (\$16,000) per acre;

(d) Year 4. In the event the Option is exercised within Year 4 after the Effective Date, the Purchase Price shall be Sixteen Thousand Five Hundred Dollars (\$16,500) per acre; and

(e) Year 5. In the event the Option is exercised within Year 5 after the Effective Date, the Purchase Price shall be Seventeen Thousand Dollars (\$17,000) per acre.

The applicable acreages of the Property and the corresponding total Purchase Price shall be determined by the Survey to be obtained by the Optionee pursuant to the terms of Section 8. The Purchase Price will be calculated by multiplying the price per acre by the applicable acreage determined to the nearest hundredth of an acre.

6. Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Optionee and Optionor at Closing, or thereafter if Optionee and Optionor shall agree, with respect to the Purchase Price:

(a) All city, state and county ad valorem taxes (other than rollback taxes) and similar impositions levied or imposed upon or assessed against the Property, if any, (hereinafter called the

"Impositions") for the year in which Closing occurs shall be prorated as of the Closing Date. Optionor shall have no obligation to pay any rollback taxes, if any. In the event the Impositions for such year are not determinable at the time of Closing, said Impositions shall be prorated on the basis of the best available information, and the parties shall re-prorate the Impositions for such year promptly upon the receipt of the imposition bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Impositions used as a basis for the proration at Closing and the actual amount of the Impositions for such year. This obligation shall survive Closing and recordation of the Deed. In the event any of the Impositions are due and payable at the time of Closing, the same shall be paid at Closing. If the Impositions are not paid at Closing, Optionee shall be responsible for payment in full of the Impositions within the time fixed for payment thereof and before the same shall become delinquent. Optionor shall deliver to Optionee the bills for the Impositions promptly upon receipt thereof.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

7. Title.

(a) Optionor covenants to convey to Optionee at Closing fee simple marketable title in and to the Property, subject only to the following: (i) current city, state and county ad valorem taxes not yet due and payable; and (ii) easements for the installation or maintenance of public utilities serving only the Property (collectively, *"Permitted Exceptions"*).

(b) Optionee shall, at Optionee's expense, examine the title to the Property and shall give Optionor written notice prior to the Option Date of any objections which render Optionor's title less than fee simple marketable title (each a *"Title Objection"*). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.

(c) Any mortgage, lien, judgment, or other claim in a liquidated amount which constitutes an exception to the title to the Property (whether or not the same is disclosed by the title examination or listed in any notice of title objection by Optionee) shall not in any event be a Permitted Exception hereunder, but such claim shall be paid, bonded or insured by Optionor to the satisfaction of the Optionee and Optionee's title insurer at Closing.

(d) Except as provided hereinafter, from and after the Effective Date of this Agreement through Closing, Optionor shall not mortgage or otherwise encumber the Property (except with obligations that can be paid at closing), or take any action or permit any happening that would interfere with the transaction contemplated by this Option, including granting or imposing any timber rights or deeds, easements, warranty, conditions or restrictions with respect to the Property without obtaining Optionee's consent, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Optionor shall be permitted to grant hunting rights without the prior

written consent of Optionee as long as any such hunting rights are terminable in the sole discretion of Optionor and can be terminated between the date of Exercise and the date of Closing. In no event will hunting rights, or any other rights prohibited by this Section 7(d) be a "Permitted Exception". Any grant of hunting rights must make such hunting rights subject to the rights of Optionee to enter the Property to exercise its inspection rights under Section 9(a) below, and no hunting activities may be conducted on the Property during the exercise of any such inspection rights.

8. Survey.

(a) Optionee shall, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing.

(b) Optionee shall, at the time of delivery of the Survey, give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionee has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection shall be deemed to be an election of (ii) above. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

(a) Between the Effective Date hereof and the Closing Date, Optionee and Optionee's agents and designees shall have the right to enter the Property, upon provision of not less than twenty-four (24) hours notice to Optionor, for the purposes of inspecting the Property and making surveys, mechanical and structural engineering studies, and any other investigations and inspections as Optionee may reasonably require to assess the condition of the Property (collectively, the "**Optionee Due Diligence Materials**"); provided, however, that such activities by or on behalf of Optionee shall not damage the Property and shall not materially interfere with Optionor's normal ownership activities conducted on or from the Property. If Optionee fails to exercise the option, then any and all Optionee Due Diligence Materials will be delivered to the Optionor, at no expense, within thirty days of Optionee's notice not to exercise the option. Notwithstanding the foregoing, Optionee will raise any objections with respect to the condition of the Property within nine (9) months of the Effective Date.

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

10. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; (v) any seller's affidavits related to withholding taxes that are required by federal or state law, including without limitation an affidavit confirming that Optionor is not a "Nonresident" of South Carolina and is therefore exempt from the withholding requirements of Section 12-9-310 of the Code of Laws of South Carolina. (If Optionor cannot give such affidavit, then Optionee will withhold the amount required by such statute and remit same to the South Carolina Department of Revenue); (vi) either (1) a certificate of tax compliance from the South Carolina Department of Revenue, or (2) an affidavit in form and content acceptable to Optionee and Optionee's title insurance company that the Property does not constitute a majority of the assets of Optionor; and (vii) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

(b) Optionee shall deliver to Optionor the following funds, documents and instruments, duly executed on behalf of Optionee: (i) the Purchase Price in accordance with the terms of this Agreement; (ii) evidence in form and substance reasonably satisfactory to Optionor that Optionee has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

11. Costs of Closing.

(a) Optionor shall pay Optionor's attorneys' fees, the commission of any broker involved in the sale of the Property, the transfer fees associated with the recording of the limited warranty deed, and other fees or charges of any kind or nature customarily paid by sellers in similar transactions in South Carolina.

(b) Optionee shall pay its attorney fees, the costs associated with any financing obtained by Optionee, Optionee's inspection costs, all costs and expenses associated with the preparation of the title commitment and the premium for the owner's policy of title insurance to be issued in favor of Optionee insuring Optionee's title to the Property pursuant to Section 7(b) hereof, the cost of the Survey, and the recording costs associated with the recording of the Optionor's deed to Optionee.

(c) All other costs and expenses of the transaction contemplated hereby shall be borne by the party incurring the same.

12. Possession at Closing. In the event Optionee timely delivers its Exercise, Optionor shall surrender possession of the Property to Optionee on the Closing Date.

13. Warranties, Representations, Additional Covenants of Optionor and Optionee.

(a) In order to induce Optionee to enter into this Agreement, Optionor represents and warrants to Optionee as follows:

(i) That, on the Closing Date, Optionor shall have fee simple title to the Property, subject only to the Permitted Exceptions.

(ii) That this Agreement has been duly authorized and executed on behalf of Optionor and constitutes the valid and binding agreement of Optionor, enforceable against Optionor in accordance with its terms.

(iii) There are no actions, suits or proceedings pending or threatened against, by or affecting Optionor which affect title to the Property or which question the validity or enforceability of this Agreement or of any action taken by Optionor under this Agreement, in any court or before any governmental authority, domestic or foreign; and that there are no pending, threatened or contemplated condemnation actions involving all or any portion of the Property.

(iv) That the execution and delivery of the documents and instruments to be executed and delivered by Optionor on the Closing Date, and the performance by Optionor of Optionor's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated by and provided for in this Agreement, are, to the best of Optionor's knowledge, consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Optionor is a party, or any judicial order or judgment of any nature by which Optionor is bound.

(v) That to the best of Optionor's knowledge, information, and belief, without duty of inquiry, there are no storage tanks located on the Property, either above or below ground, or any underground pipes or lines on the Property, other than for potable water or sanitary sewer, nor were there any such tanks, pipes, or lines formerly on the Property.

(vi) Optionor has received no notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found, and, to the best of Optionor's knowledge, information and belief, no such areas for the generation, storage, disposal or release of any hazardous substances or wastes exist on the Property. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, FIFRA, RCRA or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the management, disposal or release of hazardous substances or wastes. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(vii) That to the best of Optionor's knowledge, information and belief, there is no condition on the property that is in violation of any statute, ordinance or regulation for the protection of human health or the environment.

(viii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property and such lines and corners are clearly marked.

(ix) Optionor does not have any knowledge of any significant adverse fact or condition relating to the Property, which has not been specifically disclosed in writing by Optionor to Optionee.

(x) Optionor has received no notice that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances or regulations affecting the Property, and Optionor has no knowledge of any such violations. In the event Optionor receives notice of any such violations affecting the Property prior to Closing, Optionor promptly shall notify Optionee thereof.

(b) Intentionally Deleted.

(c) In the event Optionee timely delivers its Exercise, the obligation of Optionee that arise to purchase the Property at Closing and to perform under this Agreement shall be subject to the representations and warranties made by Optionor in this Agreement being true as of the date of this

Agreement and as of the Closing Date, and Optionor having performed all covenants and obligations and complied with all conditions required of it by this Agreement.

14. Remedies

(a) Provided that Optionee has timely delivered its Exercise and further provided that Optionor is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionee under this Agreement and such default is not cured within ten (10) days after written notice by Optionor to Optionee specifying the default, the Option Consideration shall be retained by Optionor as full liquidated damages for such default. The parties acknowledge that Optionor's actual damages in the event of a default by Optionee under this Agreement will be difficult to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are not intended as a penalty. Such retention of the Option Consideration shall be the sole and exclusive remedy of Optionor by reason of a default by Optionee under this Agreement, and Optionor hereby waives and releases any right to sue Optionee, and hereby covenants not to sue Optionee, for specific performance of this Agreement or to prove that Optionor's actual damages exceed the amount which is herein provided to Optionor as full liquidated damages.

(b) Provided that Optionee has timely delivered its Exercise and further provided that Optionee is not in default under this Option, if the purchase and sale of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by Optionor under this Agreement, then Optionee shall be entitled to either (i) terminate this Agreement by giving written notice of strict termination to Optionor whereupon the Option Consideration shall be returned to Optionee, and this Agreement shall be deemed null and void and of no further force or effect, and no party hereto shall have any further rights, obligations or liabilities hereunder, or (ii) seek specific performance of this Agreement; provided, however, that in the event that the court is unable to enforce specific performance of this Agreement as a result of an intentional act of Optionor in violation of its obligations under this Agreement, Optionee shall be entitled to recover its damages in lieu of specific performance.

15. Condemnation. In the event of the taking of all or any portion of the Property by eminent domain proceedings, or the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Optionee shall have the right at Optionee's option, to terminate this Agreement by giving written notice thereof to Optionor prior to Closing, in which event the Option Consideration shall be refunded to Optionee promptly upon request, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. If Optionee does not so terminate this Agreement, Optionor shall either (i) assign to Optionee at Closing all rights of Optionor in and to any awards or other proceeds paid or payable thereafter by reason of any taking, or (ii) if such award or payment is made to Optionor prior to closing, the Purchase Price will be reduce by an amount equal to the award or payment. Optionor shall notify Optionee of eminent domain proceedings within five (5) days after Optionor learns thereof.

16. Assignment. This Agreement may be assigned by Optionee, in whole or in part, with notice of Assignment in writing to Optionor.

17. Parties. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

18. Brokers. Optionor warrants and represents to the Optionee that Optionor will be responsible for all brokerage commissions or fees payable in connection with this Agreement or the purchase and sale of the Property. Optionor shall and does hereby indemnify, defend and hold harmless Optionee from and

against the claims, demands, actions, and judgments of any other brokers, agents and other intermediaries alleging a commission, fee or other payment to be owing by reason of its dealings, negotiations or communications in connection with this Agreement or the purchase and sale of the Property. The indemnity obligation contained in this Section 18 shall expressly survive the Closing or any termination of this Agreement.

19. Survival. All of the representations, covenants and warranties of the parties in this Agreement shall survive the consummation of the purchase and sale of the Property on the Closing Date.

20. Modification. This Agreement supersedes all prior discussions and agreements between Optionee and Optionor with respect to the purchase and sale of the Property and other matters contained herein, and contains the sole and entire understanding between Optionee and Optionor with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Optionor and Optionee.

21. Applicable Law. This Agreement shall be governed construed under and interpreted and enforced in accordance with the laws of the State of South Carolina and any litigation hereunder shall be conducted in state or federal court in South Carolina.

22. Time. Time is and shall be of the essence of this Agreement.

23. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

24. Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

25. Notices. All notices, elections and communications permitted or required hereunder shall be in writing, signed by the party making the same, and shall be delivered personally, sent by reputable overnight delivery service or by registered or certified mail, return receipt requested, at the addresses set forth below. The date of such notice or communication shall be the date of personal delivery, signed receipt for overnight delivery, or mailing as the case may be, unless otherwise specified herein. In the event any date on which any notice or election is required to be made hereunder falls on Saturday, Sunday or federal, state or county holiday, then, the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

Optionor: VB Blythewood, LLC
158 Leighton Lane
Akron, OH 44319
Attn: Verlin Barnett
Phone: 330-644-2709

With a copy to: NAI Avant Attn: Tom Milliken
PO Box 2267
Columbia, SC 29202
Phone: 803-744-9837

Optionee: Richland County, South Carolina
2020 Hampton Street
Columbia, South Carolina 29201

Attn: County Administrator
Phone: (803) 576-2050

With a copy to: Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Attn: Ray Jones
Phone (803) 255.8000

26. Memorandum. A memorandum of this Agreement shall be executed and duly acknowledged by Optionor and Optionee for the purpose of recording within ten (10) days from the Effective Date hereof.

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if hereof Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "**Proposal**"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall within forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, and Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. Optionee shall provide written evidence of the actual costs incurred. The reimbursement obligation of Optionor under this provision shall not exceed Twenty-Four Thousand and 00/100 dollars (\$24,000).

28. 1031 Exchange. Optionor may structure this transaction as a like kind exchange pursuant to Section 1031 of the Internal Revenue Code. Optionee shall cooperate in effecting Optionor's exchange. Optionor will make all necessary arrangements for the exchange, pay all costs associated with the exchange and bear all other expenses and risks necessary to accomplish the exchange. Optionor's exchange shall be accomplished through a qualified intermediary, Escrow Agent, exchange agent or similar third party. Optionor's structuring the conveyance of the Property as an exchange shall not extend or delay the Closing of the Property unless agreed to by both parties.

Signature page to follow.

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 17th day of March, 2014.

WITNESSES:

OPTIONEE:

Richland County, South Carolina

By: _____

Name: _____

Title: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

ACKNOWLEDGMENT

I, _____, Notary Public, certify that _____, as _____ of **Richland County, South Carolina**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the _____ day of _____, 2014.

Notary Public for South Carolina

My Commission Expires _____

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this 17th day of March, 2014.

WITNESSES:

[Signature]
[Signature]

OPTIONOR:

VB BLYTHEWOOD, LLC, a South Carolina limited liability company

By: [Signature]
Title: Owner

STATE OF OHIO

COUNTY OF Summit

ACKNOWLEDGMENT

I, Mehrdad Dastgiri, Notary Public, certify that Verlin E. Barnett Jr., as Owner of VB BLYTHEWOOD, LLC, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal,
this the 17 day of March, 2014.

[Signature]
Notary Public for Ohio



Mehrdad Dastgiri
Notary Public, State of Ohio
My commission Expires
July 17, 2018

My Commission Expires 07-17-2018

Richland County Council Request of Action

Subject

Accommodations Tax Committee-3 (positions for Lodging and Hospitality); no applications were received for this Committee

Richland County Council Request of Action

Subject

Building Codes Board of Appeals-1 (position for a plumber); no applications have been received for this board.

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1; two applications were received for this council from the following:
[PAGES 132-138]

Patrick J. Cleary
Pedro De Abreu



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

Applicant must reside in Richland County.

Name: Patrick J. Cleary

Home Address: 1100 Pulaski St, Apt 735, Columbia, SC, 29201

Telephone: (home) 8432065533 (work) 8037267492

Office Address: 1441 Main Street, Suite 1200, Columbia, SC, 29201

Email Address: patrick.j.cleary@gmail.com

Educational Background: Juris Doctorate, University of North Carolina at Chapel Hill,
Bachelors in Chemical Engineering from NC State, South Carolina Governor's School for
Science and Mathematics

Professional Background: Associate at Bowman and Brooke LLP

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

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: I am interested in the Central Midlands Council of Governments because I believe my background and experience provide me with the qualifications to understand the Committee's mandate, I benefit every week from common resources like the airport, and know that we can improve the prosperity of the Midlands when our disparate towns, councils, and governing agents work together. In particular, I am interested in working with council members to improve the transportation networks in the Midlands, including pathways for runners, walkers, and bicyclists to enjoy the beauty of the Midlands. Additionally, I want to work with our Midlands partners to improve access to the airport and our tourist attractions.

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

I am a community oriented young professional in Columbia, who wants to get involved with Richland County. I have an interest in local public policy and government, and have connections throughout the Midlands, particularly in Lexington County. I believe that I get along well in

disparate groups, and have learned an empathy for working collaboratively with groups while still achieving accomplishments.

Presently serve on any County Committee, Board or Commission? Not at this time.

Any other information you wish to give? I am thankful for the opportunity to provide service to the community, and would be interested in any other opportunities where I could provide benefits to the County.

Recommended by Council Member(s): _____

Hours willing to commit each month: 10 hours per month

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No 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: I am not a partner in my law firm, and our firm does not do any lobbying or advocacy work in the Midlands.


Applicant's Signature

2.5.14
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.

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



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

Applicant must reside in Richland County.

Name: Pedro De Abreu

Home Address: 107 Summer Branch lane Irmo SC 29063

Telephone: (home) 803-732-3405 _____ (work) 803-760-8682

Office Address: PO Bo 321 Ballentine SC 29002 _____

Email Address: pedro@pedrodeabreu.com

Educational Background: B.S. Economics, Management, Organizational Leadership, University of South Carolina, May 2014.

Professional Background: Entrepreneur at PedroDeAbreu.com

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: Passionately interested in serving the local government and its people.

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

I am a 4.00 GPA senior at USC who has just been accepted at Harvard University for a Master's degree, May 2015. I have served on boards such as Midlands Tech's Alumni Association Committee and University of South Carolina's President Student Advisory Board, periodically meeting with Dr. Harris Pastides to advise him on matters pertaining the school. At Midlands Tech, I became South Carolina's New Century Scholar, the top community college student in SC and one of the top 50 in the nation. At USC, I was named a Darla Moore Emerging Leader in honor of Darla Moore, in recognition of outstanding academic performance, exemplary service and extra-curricular community involvement; I became a Russell Hill Memorial Scholar for the study of economics, a Walker Institute Fellow as well as a Magellan Fellow and a USC Leadership Scholar, earning grants to conduct research. Besides being a student, I am also an entrepreneur, author, TEDx speaker, TEDMED fellow and public servant. I have published a

book and delivered keynote addresses and trainings in countries as far as Dubai, Brazil and the Kingdom of Bahrain. I have served underprivileged school children by teaching them chess and leadership skills. My energy and unmatched passion for social issues would be a great asset to any perspective Committee, Board or Commission. I bring fresh perspectives to issues, seeing them from a different, more exploratory lens. I am also a very easygoing and friendly individual. I would be honored to serve in such noble causes. _____

Presently serve on any County Committee, Board or Commission? Not a County one. _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: As many as necessary. _____

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.

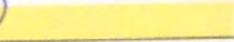
Yes _____

No _____

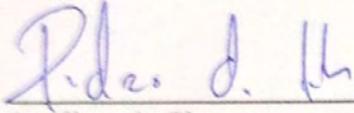
STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

3-17-2014

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.

Staff Use Only

Date Received: _____

Received by: _____

Date Sent to Council: _____

Status of Application: Approved Denied On file

Richland County Council Request of Action

Subject

Employee Grievance Committee-1; no applications have been received for this committee

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1; there are no applications for this committee.

Richland County Council Request of Action

Subject

Procurement Review Panel-2 (positions for Professional and Service Industries); no applications were received for this board.

Richland County Council Request of Action

Subject

Central Midlands Council of Governments Appointments [**PAGES 142-162**]

**AN AGREEMENT TO AMEND THE AGREEMENT CREATING
THE CENTRAL MIDLANDS REGIONAL PLANNING COUNCIL
AND TO RENAME THE COUNCIL AS
THE CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
AND TO FURTHER AMEND THE AGREEMENT AS PROVIDED HEREIN**

WHEREAS, the Central Midlands Regional Planning Council was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members; and

WHEREAS, a Council of Governments is a service arm of its members whereby the member governments can better meet service needs in a more cost effective and efficient manner; and

WHEREAS, the Members of the Central Midlands Regional Planning Council desire to amend the agreement creating the Council; and

NOW, THEREFORE, pursuant to South Carolina Act Number 363 of 1971, as amended by Act Number 382 of 1986, Act Number 364 of 1992, and Act Number 145 of 1995, the parties hereto agree to amend the agreement creating the Central Midlands Regional Planning Council to rename the Council as the Central Midlands Council of Governments, and to further amend the agreement as provided herein.

ARTICLE I – DECLARATION OF FINDINGS, PURPOSE, AND AMENDMENT

The governing bodies of the signatories to this agreement find that entry into this amended agreement is a valid exercise of their governmental powers and in the interest of their constituents.

The governing bodies of the signatories to this agreement declare that the purpose of this agreement is to: (1) amend the agreement creating the Council; (2) rename the Council; (3) continue the existing Council with its existing powers, duties, rights, and responsibilities unless otherwise provided herein; and (4) authorize the Council to contract with a joint agency to manage the joint administration of functions, joint exercise of powers, and the sharing of the costs thereof jointly undertaken by counties, incorporated municipalities, and other political subdivisions pursuant to an agreement between the governing bodies of the same as authorized by Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Accordingly, the governing bodies of the signatories to this agreement do hereby amend the agreement creating the Central Midlands Regional Planning Council, renaming it as the Central Midlands Council of Governments with the powers, duties, and responsibilities hereinafter set forth.

ARTICLE II – DEFINITIONS

Unless otherwise indicated herein, the following terms as used in this agreement shall have the meanings set forth below:

Authorization act: a duly adopted resolution or ordinance by the governing body of a member, non-member county, non-member incorporated municipality, or other non-member political subdivision, whichever is appropriate under the particular governing body's rules.

Board: the governing Board of the Council, comprised of all representatives from all Council members.

Calendar year: January 1 through December 31.

Council: the Central Midlands Council of Governments

Elected official: an elected individual serving on a member's governing body.

Fiscal year: July 1 through June 30.

Governing body: the body of elected or appointed officials that governs a county, incorporated municipality, or other political subdivision as provided by South Carolina law.

Joint agency: two or more counties, incorporated municipalities, or other political subdivisions who, by "joint agency agreement," undertake to jointly administer functions, exercise powers, and share the costs thereof.

Joint agency agreement: an agreement between two or more counties, incorporated municipalities, or other political subdivisions creating a "joint agency" pursuant to Article VIII, Section 13 of the South Carolina Constitution and South Carolina Act Number 313 of 1992.

Jurisdiction: (a) the Council's jurisdiction is the area lying within the boundaries of Fairfield County, Lexington County, Newberry County, and Richland County, South Carolina, together with that portion of Batesburg-Leesville, South Carolina that lies within Saluda County, South Carolina; (b) a county's jurisdiction is that area lying within its boundaries, excluding the jurisdiction of any member municipality lying within the county; and (c) a municipality's jurisdiction is that area lying within its boundaries.

Member: a county or incorporated municipality that has ratified this agreement as provided herein and is providing general fiscal support to the Council as provided herein.

Municipality: an incorporated municipality.

Person: any governmental or non-governmental entity that is not a member of the Council, including but not limited to: any federal, state, or local government, including any political subdivision or agency thereof; any public or semi-public agency; any private, public, or semi-public corporation, foundation, association, partnership, or similar entity; and any natural person or persons.

Population: the number of people residing within the specified jurisdiction as established by the latest census by the United States Bureau of Census, including any special census.

ARTICLE III – MEMBERSHIP AND REPRESENTATION

A. MEMBERSHIP OF THE COUNCIL

1. Generally

- a. All counties within the Council's jurisdiction, and all municipalities within the Council's jurisdiction having a population of 2500 or more, are eligible for membership in the Council.
- b. The eligible counties and municipalities in the Council's jurisdiction which have ratified this agreement as provided herein and are participating in the general fiscal support of the Council as provided herein shall be members.
- c. Each member shall be entitled to representation on the Board of the Council as set forth in Article III(B-D).
- d. A resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the Council with these members serving ex-officio, but no member is required to serve pursuant to such selection. If a county has no resident member of the General Assembly, then the county in question shall select a member of the General Assembly who represents some or all of the county in question to serve ex-officio.

2. Addition of new members

- a. Any non-member municipality in the Council's jurisdiction which has or attains a population of 2500 or more shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act.
- b. Upon execution of this agreement by a new member as provided in Article III(A)(2)(a) or III(A)(3)(b), the Board shall forthwith give notice to the new member as provided in Article III(A)(2)(c) and shall revise this agreement as provided in Article IX(B).

- c. The Board's notice to the new member shall include: (1) the new member's pro-rata share of general fiscal support funds to be furnished to the Council for the remainder of the Council's fiscal year and payment schedule for this support; (2) the number and type of Board representatives to be appointed by the new member's governing body; and (3) any additional information deemed appropriate by the Board.

3. Termination of Membership

- a. The membership of any county or municipality shall cease as provided in Article VI(C) upon its failure to provide general fiscal support as provided in Article VI(A-B).
- b. Any municipality's membership on the Council shall immediately cease and the terms of its representatives shall immediately expire upon any of the following events: (1) its population falls below 2500; (2) it is dissolved as an incorporated municipality; or (3) it consolidates with another municipality; *provided* if a member municipality consolidates with a member or non-member municipality, the consolidated municipality shall have the right to become a member of the Council upon delivery of an authorization act to the Board and execution of this agreement by the individual authorized to do so in the authorization act; *and provided further* if a municipality's membership is terminated due to its population falling below 2500, it shall have the right to appoint an advisory representative to the Council as provided in Article IV.
 - c. Upon the termination of any member's membership, the Board shall revise this agreement as provided in Article IX(B).

B. NUMBER OF REPRESENTATIVES

1. Every member shall have at least one representative on the Board. Each member having a population over 20,000 shall have one additional representative for each additional population of 20,000 or fraction thereof above 20,000. The unincorporated areas of a member county, and the non-member municipalities within a member county, shall be represented by the member county's representatives.
2. The representative from any member having only one representative to the Board shall be an elected official. Recognizing the statutory requirement of having a majority of elected officials on the Board, the members who make more than one appointment will maintain at least the following number of elected official representatives: Fairfield County—two elected officials; Lexington County—six elected officials; Newberry County—one elected official; Richland County—six elected officials; and City of Columbia—three elected officials. The administrator or manager of any member having a population of more than 20,000 may serve as one of the member's minimum number of elected official representatives; *provided that*, upon such appointment of an administrator or manager, the governing body shall at the same time designate an elected official to replace the manager or administrator upon the conditions set forth in Article III(C)(6).

3. Based upon the current population of the members listed in Addendum A to this agreement, representation on the Board shall be as set forth in Addendum A, but nothing shall preclude any member from appointing more than the minimum number of elected officials as representatives to the Board.
4. Recognizing the desirability of having minorities represented on the Board, the members who appoint more than one representative shall achieve and maintain the following minimum levels of minority representation: Fairfield County—at least one minority member; Lexington County—at least two minority members; Newberry County—at least one minority member; Richland County—at least four minority members; and City of Columbia—at least three minority members. The minority members may be elected officials or citizen appointees. The foregoing minority representation must be maintained as vacancies occur in the member's representation.

C. APPOINTMENT, SERVICE AND TERMS

1. The representatives to the Board shall be appointed by the governing body of the member. Representatives may be appointed to succeed themselves.
2. The term of elected official representatives shall be co-terminus with the term of their elected office. They may be reappointed or replaced in accordance with the rules of the member's governing body.
3. The terms of representatives who are not elected officials shall be in accordance with the rules of the member's governing body. In the absence of such rules, their term shall be three years or until replaced or reappointed. They shall serve until their successors are appointed.
4. If a vacancy in Board representation of a member shall occur for any reason, the vacancy shall be filled for the duration of the unexpired term in the same manner as the original appointment.
5. The prohibition against dual-office holding in Article VI of the South Carolina Constitution does not apply to any elected or appointed official or employee serving as a representative on the Board.
6. If for any reason the number of elected official representatives on the Board shall fall below a majority, the terms of all manager or administrator representatives appointed under Article III(A)(2) to serve as one of the member's minimum number of elected officials shall cease and the elected official designated by the member's governing body under Article III(A)(2) shall be the representative of the member upon receipt of the written notice set forth below.
 - a. The Chairman shall give immediate written notice to the member's governing body of the change in representation set forth above and the reason therefor.
 - b. The designated elected official shall continue to serve as the member's representative to the Board until such time as the elected official majority on the Board is re-established.

- c. Upon re-establishment of the elected official majority on the Board, the Chairman shall give immediate written notice to the member's governing body, whereupon the administrator or manager may resume representation of the member upon written notice to that effect by the member to the Board.

D. COMPENSATION AND REIMBURSEMENT

1. No representative shall receive any compensation for their service on the Board.
2. Any representative may be reimbursed from the Council's funds for any reasonable expenses incurred in connection with authorized activities on behalf of the council

ARTICLE IV — ADVISORY REPRESENTATIVES

A. WHO MAY APPOINT

1. The governing body of a non-member municipality within the Council's jurisdiction that has a population of less than 2500, including a municipality whose membership on the Council was terminated under Article III(A)(3)(b) due to its population falling below 2500, may appoint an elected official to serve as an advisory representative to the Board.

B. SCOPE OF REPRESENTATION

1. Advisory representatives shall not vote on matters before the Board.
2. Advisory representatives shall not serve as an officer of the Council, nor shall they serve on the Executive Committee of the Council, but advisory representatives may serve on the Council's Advisory Committees as set forth in Article V(A)(4).
3. The provisions of Article III(C)(2), III(C)(4), III(C)(5) and III(D) apply to advisory representatives.
4. The entity appointing an advisory representative is not required to contribute to the financial support of the Council.

ARTICLE V — OFFICERS, BYLAWS, MEETINGS, RECORDS

A. ELECTION OF OFFICERS AND ADOPTION OF BYLAWS AND PROCEDURES

1. The Board shall elect from its membership a Chairman and Vice-Chairman. The Board shall elect a Secretary-Treasurer who may be a staff employee of the Council. In any given year, the Chairman and Vice-Chairman shall not be representatives of the same member.
2. The Board shall adopt bylaws, rules of procedure, and rules of the conduct of its business, including provision for meetings, hearings and notice thereof.
3. The bylaws shall provide for the annual appointment of an Executive Committee consisting of the Chairman, Vice-Chairman, at least two representatives from each county, and at least two representatives from each member municipality having a population over 20,000. The county representatives on the Executive Committee

may be a member county's representative or the representative from a member municipality located within the county. The majority of the Executive Committee members shall be elected officials. The powers and duties of the Executive Committee shall be set forth in the bylaws of the Council.

4. The bylaws of the Council may provide for the appointment of Advisory Committees. The members of such advisory committees may be drawn from the community at large as well as from the member representatives and non-member advisory representatives on the Council.

B. MEETINGS AND RECORDS

1. The Board shall hold regular meetings at places and dates to be determined by the Chairman; *provided* that the Board shall meet at least once every three months. All meetings at which official actions are taken shall be open to the public.
2. Special Board meetings maybe called by the Chairman on his own initiative and must be called by him upon request of twenty percent or more of the Board representatives.
3. All representatives and advisory representatives to the Council shall be notified in writing of the time and place of meetings.
4. The Board shall keep a record of its attendance at meetings, recommendations, transactions, findings and determinations. This record shall be a public record.

ARTICLE VI — GENERAL FISCAL SUPPORT FROM MEMBERS

A. GENERAL FISCAL SUPPORT

1. The governing body of each member shall provide general fiscal support to the Council by payment of funds as calculated herein.
2. General fiscal support is to be used for regional and multi-jurisdiction planning programs, coordination and other services affecting the members.
3. If the general fiscal support to be provided by the governing bodies of the members is greater than is necessary for the Council's annual budget, the amount to be provided by each member shall be reduced pro-rata, and the governing body of each member shall be notified accordingly.

B. COMPUTATION AND PAYMENT OF GENERAL FISCAL SUPPORT

1. Based on the population within each member's jurisdiction, an annual general fiscal support per capita assessment will be approved by the Board in January and requested of the members effective July 1st of the same calendar year for use by the Council in the fiscal year beginning on July 1st.

2. The governing body of each member shall, on or before the first day of each quarter of the Council's fiscal year, furnish twenty-five percent of the total general fiscal support to be provided by it during such fiscal year.
3. If the governing body of any member shall not have adopted its own operating budget by July 1 of such fiscal year, it shall immediately upon adoption of said budget furnish the amounts then due to the Council under the provisions of this Article.

C. TERMINATION OF FISCAL SUPPORT

1. No governing body of any member shall terminate its general fiscal support of the Council except at the end of a fiscal year and only upon having given the Board formal written notice on or before April 1st that it will not provide general fiscal support during the next fiscal year.
2. If any member terminates its general fiscal support of the Council, or otherwise fails to pay its share of the general fiscal support as provided in this Article: It shall thereupon cease to be a member; the terms of office of all its representatives on the Council shall thereupon expire; its appointees to any advisory or other committees shall cease to serve on the committee; and the receipt of services from the Council shall thereupon cease.
3. If membership in the Council is terminated as provided in Article VI(C)(2), the Council shall complete any existing, independent, and separate contractual obligations to the terminated member, provided the terminated member also completes its corresponding contractual obligations to the Council.
4. If membership in the Council is terminated as provided in Article VI(C)(2), the Board shall revise this agreement as provided in Article XI(B).

D. ADDITIONAL FUNDS FROM MEMBERS

1. The governing body of any member may provide general support funds to the Council in excess of the amount provided in Article VI(B).
2. Any payment of excess general support funds during any fiscal year shall not reduce or otherwise affect the member's obligation to provide general fiscal support funds as provided in Article VI(B) in the next fiscal year.

ARTICLE VII — FINANCES GENERALLY

A. BOOKS, ACCOUNTS AND ANNUAL REPORTS

1. The Council shall keep books of account which shall be independently audited after the completion of each fiscal year.
2. A copy of the auditor's report and a copy of the annual report of activities shall be provided to the governing body of each member after presentation to the Board.

B. OTHER FUNDING SOURCES

1. The Board is hereby authorized to accept general support funds from any person.
2. The Board is hereby authorized to accept funds and revenue derived from contracts with, sales of products to, or sales of services to members and any other person.

C. ANNUAL BUDGET AND WORK PROGRAM

1. The annual budget and work program shall include all funds available to the Council, including but not limited to: general fiscal support funds from members; general support funds from other funding sources; contract or other revenues from all sources; loans; grants; funds provided for any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B); and any other funds from any other source.
2. The work program shall cover all categories of work and activities to be undertaken by the Council, including but not limited to: services, planning; studies; operation of programs; and Council support activities. It shall also include any joint administration of function or joint exercise of power undertaken by the Council pursuant to an agreement as provided in Article VIII(B).

D. USE OF FUNDS

1. The Council is authorized to use its funds to employ professional staff, consultants, clerical and other assistants and other employees; to obtain office space; to procure equipment, materials and supplies; and to acquire other real or personal property necessary for its functions and operations.
2. The Council is authorized to use its funds for other purposes as the Board shall determine to be necessary and proper in carrying out the functions of the Council within the budget and work program approved by the Board, including the exercise of the Council's general powers as set forth in Article VIII(A).
3. The Council is authorized to use its funds as necessary for the performance of contracts with, sales of products to, or sales of services to members or other persons.
4. If funds provided to the Council are for a specified purpose or subject to a limitation on use, the funds shall be used in accordance therewith.

E. DISPOSAL OF ASSETS

1. In the event the Council is abolished or dissolved, any assets remaining after the payment of obligations shall be distributed among the then existing members on a pro rata basis in proportion to their contributions to General Fiscal Support during the fiscal year of the abolishment or dissolution of the Council.

ARTICLE VIII — POWERS

A. GENERAL POWERS

1. The Council shall have the power to continue performing the same general functions

and providing the same general services as previously provided and performed by the Central Midlands Regional Planning Council prior to the ratification of this amended agreement.

2. The Council shall have the power to perform the general functions and provide the general services set forth below as deemed appropriate by the Board and in the interest of the Council's members:
 - a. Study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution control, utilities, planning, development, and such other matters as the common interests of the members may dictate.
 - b. Prepare studies, make recommendations, carry out planning activities, and develop programs on such matters as the common interests of the members may dictate.
 - c. Coordinate and promote cooperative programs and actions, with and among, the members and other persons.
 - d. Provide technical assistance and information to the members and other persons.
3. The Council shall have the power to acquire, hold title to, and dispose of real and personal property necessary to the conduct of its business, including the power to obtain insurance to protect against damage to and loss of the real and personal property owned or used by the Council.
4. The Council shall have the power to cooperate with, contract with, and accept and expend funds from any member or other person, including the power to accept and expend funds as set forth in Article VII(D) of this agreement.
5. The Council may participate in or utilize the services of any program or service available from any person, including but not limited to participation in the South Carolina State Retirement System and use of any services available from the South Carolina Budget and Control Board (including the Division of General Services).

B. POWER TO CONTRACT WITH JOINT AGENCY TO MANAGE JOINT UNDERTAKING

1. Pursuant to the powers conferred upon the Council by South Carolina Act Number 363 of 1971, as codified in Sections 140(2), 140(4), and 150 of Title 6, Chapter 7 of the South Carolina Code, and upon approval by the Board, the Council may contract with a joint agency to manage the joint undertaking by the joint agency.
2. The Board shall not contract with the joint agency unless: (a) a certified copy of the joint agency agreement is submitted to it for its review; (b) the submitted joint agency agreement is accompanied by a certified copy of an authorization act by the governing body of each signatory to the joint agency agreement; (c) the contract between the Council and the joint agency includes provisions for fully funding the Council's management of the joint undertaking; and (d) the governing body of each

signatory to the joint agency agreement submits an authorization act approving the contract between the Council and the joint agency.

3. The Council may contract with a joint agency comprised of: (a) two or more members; (b) one or more members and one or more non-member counties, non-member municipalities, or other non-member political subdivisions; or (c) two or more non-member counties, non-member municipalities, or other non-member political subdivisions; *provided* that if any signatory to the joint agency agreement is located outside the Council's jurisdiction, the Council shall not contract with the joint agency to manage the joint undertaking *unless* a member is also a signatory to the joint agency agreement.

C. GENERAL LIMITATION ON POWERS

1. The Council is a joint public agency existing for non-profit and public purposes, exclusively for public benefit, and its property is public property.
2. The Council has no power to pass laws, levy taxes, or pledge the good faith and credit of its members.
3. Any contract entered into by the Council shall include an acknowledgment by the other party of the foregoing limitations on the Council's powers.

ARTICLE IX — AMENDMENTS

A. AMENDMENT OF TERMS OF AGREEMENT — GENERALLY

1. The Board may propose amendments to this agreement and submit the proposed amended agreement to the governing bodies of the members for approval.
2. Proposed amendments to the agreement shall become effective upon ratification and execution by the governing bodies of the members which contain at least eighty percent of the population within the Council's jurisdiction. Ratification shall be by an authorization act, and execution shall be by the person authorized to sign the amended agreement on behalf of the governing body as provided in the authorization act ratifying the amended agreement. A certified copy of the authorization act shall be delivered to the Council upon execution of the amended agreement.
3. The membership of any existing member that does not ratify and execute the proposed amended agreement shall cease upon the amended agreement becoming effective as set forth in Article IX(A)(2); *provided* that any such member may continue its membership on the Council by subsequently ratifying and executing the amended agreement pursuant to an authorization act delivered to the Council.

B. REVISIONS AND AMENDMENTS DUE TO A CHANGE IN MEMBERSHIP

1. Upon a change in membership involving a municipality with a population less than 20,001, caused by a termination or withdrawal under Article III(A)(3) or Article IV(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith revise Addendum A to this agreement to reflect the change

without any action by the members' governing bodies and thereafter give notice of the revisions to all members.

2. Upon a change in membership involving a county or a municipality with a population of more than 20,000, caused by a termination or withdrawal under Article III(A)(3) or Article VI(C)(2), or by the addition of a new member under Article III(A)(2) or III(A)(3)(b), the Board shall forthwith submit proposed amendments to this agreement on the following matters for action by the governing bodies of the members as provided in Article IX(A):
 - a. if applicable, amending the definition of the Council's jurisdiction as defined in Article I;
 - b. amending Article III(B)(2) and the Addendum A to delete the terminated member or add the new member and adjust the minimum number of elected official representatives specified in Article III(B)(2) so as to continue the elected official majority on the Board;
 - c. amending the minimum numbers provided in Article III(B)(4) so as to maintain adequate minority representation on the Board; and
 - d. amending any other part of this agreement deemed appropriate by the Board as a result of the change in membership.

ARTICLE X — EFFECTIVE DATE, IMPLEMENTATION, AND SEVERABILITY

A. EFFECTIVE DATE

1. All governing bodies that ratify and execute this agreement shall become members upon the effective date of this agreement.
2. Ratification shall be accomplished by an authorization act by the governing body of the ratifying member. A certified copy of the authorization act shall be delivered to the Board.
3. Execution shall be accomplished by the signing of this agreement by the individual authorized to do so on behalf of the member's governing body as provided in the authorization act ratifying this agreement.
4. This agreement shall become effective upon ratification and execution by the governing bodies representing at least eighty percent of the population within the Council's jurisdiction reside and approval by the Governor. This agreement shall then supersede the 1969 agreement as amended.

B. IMPLEMENTATION

1. This agreement shall not affect the current representatives or advisory representatives serving on the Council or their terms. They shall continue to serve on the Council until their terms end as provided in the Council's bylaws.
2. This agreement shall not affect the officers, executive committee, or any advisory committees of the Council. The officers, committees, and committee members shall continue to exist and serve until changed as provided in the Council's bylaws.
3. This agreement shall not affect the present bylaws, policies, or operating procedures of the Council. They shall continue to govern the operations of the Council until changed as provided in the Council's bylaws.
4. This agreement shall not affect the Council's current contractual obligations, program activities, recommendations, agreements, operations, functions, designations, or other matters undertaken by the Council prior to this amended agreement.
5. Upon ratification and execution of this amended agreement, any member that has appointed a manager or administrator to serve as one of the member's minimum number of elected officials shall forthwith designate in writing an elected official as provided in Article III(B)(2) of this amended agreement.

C. SEVERABILITY

1. Should any part of this agreement be declared unlawful, all remaining parts of the agreement will remain in effect.

Attachments: Act 393 of 1998
Addendum A (***Revised effective July 1, 2000***)

This amended Agreement was approved by the Central Midlands Council of Governments Board of Directors at their September 26, 2002 meeting.

g:\harriet\board\Creating Agreement-Amended 2002.wpd

Act 393 of 1998

(R.527, H.5003)

AN ACT TO AMEND SECTION 6-7-130, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE MEMBERSHIP OF A REGIONAL COUNCIL OF GOVERNMENT, SO AS TO AUTHORIZE MEMBERSHIP ON THE POLICYMAKING BODY OF THE COUNCIL OF A RESIDENT MEMBER OF THE GENERAL ASSEMBLY APPOINTED BY THEIR RESPECTIVE RESIDENT COUNTY LEGISLATIVE DELEGATION FROM EACH COUNTY COMPRISING THE COUNCIL OF GOVERNMENTS, PROVIDE FOR SELECTION OF A MEMBER WHEN A COUNTY HAS NO RESIDENT MEMBER OF THE GENERAL ASSEMBLY, AND PROVIDE A TERM LIMITATION FOR REPRESENTATIVES OF THE MEMBERS SERVING ON THE POLICYMAKING BODY.

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

Membership—council of government

SECTION 1. Section 6-7-130 of the 1976 Code is amended to read:

"Section 6-7-130. Each county and municipality executing the agreement creating the regional council of government must be a member. Representation of members on the policymaking body of the regional council of government must be as prescribed in the agreement creating the council of governments. The agreement shall specify the procedure for the appointment of representatives of the member local governments; provided, however, at least a majority of the members of the policymaking body must be members of the governing bodies of the participating cities and counties. Provided, further, that a resident member of the General Assembly may be appointed by their respective resident county legislative delegation from each county comprising the council with these members serving ex officio. If a county has no resident member of the General Assembly, then the county shall select a member of the General Assembly who represents some or all of the county in question to serve ex officio, but no member is required to serve pursuant to such selection. The representatives of the members serving on the policymaking body shall serve without salary for a term of four years; however, these representatives may be reimbursed for expenses incurred in the performance of their duties. The regional council of government shall adopt bylaws designating the officers and their method of selection and providing for the conduct of its business."

Time effective

SECTION 2. This act takes effect upon approval by the Governor.

Became law without the signature of the Governor — June 17, 1998.

ADDENDUM A

Fairfield County

Two citizen representatives appointed
One elected official appointed

Lexington County

Five citizen representatives appointed
Six elected officials appointed

Newberry County

Two citizen representatives appointed
One elected official appointed

Richland County

Six citizen representatives appointed
Six elected officials appointed

Fairfield County Legislative Delegation

One elected official appointed

Lexington County Legislative Delegation

One elected official appointed

Newberry County Legislative Delegation

One elected official appointed

Richland County Legislative Delegation

One elected official appointed

Town of Batesburg-Leesville

One elected official appointed

City of Cayce

One elected official appointed

City of Columbia

Four citizen representatives appointed
Three elected officials appointed

City of Forest Acres

One elected official appointed

Town of Irmo

One elected official appointed

Town of Lexington

One elected official appointed

City of Newberry

One elected official appointed

Town of Springdale

One elected official appointed

City of West Columbia

One elected official appointed

Town of Winnsboro

One elected official appointed

Approved by the Board of the Central Midlands Council of Governments on April 28, 2011.

**AMENDMENT
TO
CENTRAL MIDLANDS COUNCIL OF GOVERNMENTS
CREATING AGREEMENT**

The Central Midlands Council of Governments was created by agreement in 1969 as amended in 1977, pursuant to South Carolina Act Number 487 of 1967 as amended by Act Number 363 of 1971, to serve as a regional planning and coordination agent for its members.

The Board of the Central Midlands Council of Governments approved the amendment to the agreement creating the Council at its September 26, 2002, meeting as follows:

ARTICLE III, MEMBERSHIP AND REPRESENTATION, Section A. “Membership of the Council”, Part 1.a. is hereby amended to change the population threshold from 3000 to 2,500.

- “a. All counties within the Council’s jurisdiction, and all municipalities within the Council’s jurisdiction having a population of 2500 or more, are eligible for membership in the Council.”

Any reference to population threshold thereafter in this document is automatically changed from 3,000 to 2500.

Approved by the Board of the Central Midlands Council of Governments on September 26, 2002.

Approved by the County Council for Fairfield County on _____

Chair

Clerk

Approved by the County Council for Lexington County on _____

Chair

Clerk

Approved by the County Council for Newberry County on _____

Chair

Clerk

Approved by the County Council for Richland County on _____

Chair

Clerk

Approved by the Fairfield County Legislative Delegation on _____

Chair

Clerk

Approved by the Lexington County Legislative Delegation on _____

Chair

Clerk

Approved by the Newberry County Legislative Delegation on _____

Chair

Clerk

Approved by the Richland County Legislative Delegation on _____

Chair

Clerk

Approved by the Mayor and Council of Batesburg-Leesville on _____

Mayor

Clerk

Approved by the Mayor and Council of Cayce on _____

Mayor

Clerk

Approved by the Mayor and Council of Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Forest Acres on _____

Mayor

Clerk

Approved by the Mayor and Council of Irmo on _____

Mayor

Clerk

Approved by the Mayor and Council of the Town of Lexington on _____

Mayor

Clerk

Approved by the Mayor and Council of the City of Newberry on _____

Mayor

Clerk

Approved by the Mayor and Council of Springdale on _____

Mayor

Clerk

Approved by the Mayor and Council of West Columbia on _____

Mayor

Clerk

Approved by the Mayor and Council of Winnsboro on _____

Mayor

Clerk

Richland County Council Request of Action

Subject

Policy Change for placement of Committee Items forwarded with no recommendation on the Consent Agenda

Richland County Council Request of Action

Subject

REPORT OF THE DIRT ROAD AD HOC COMMITTEE:

- a. Change Order for CECS to design two additional dirt roads (Bolyston and Overlook) [**ACTION**] [**PAGES 164-166**]



Civil Engineering Consulting Services, Inc.

*Transportation and Forensic Engineering
Environmental Planning • Consulting Management*

April 6, 2014

Rob Perry, PE
Director of Transportation
Richland County
2020 Hampton Street
Columbia, SC 29204

Scope of Services Engineering Services for Low Volume Paving Richland County RC-023-P-1112

Dear Mr. Perry,

CECS is please to provide you with the information requested during our meeting on Thursday April 3. I am providing the revised submittal containing the items as you directed for this scope amendment. Those items are:

1. Project Management	\$ 2,775
2. Bid Document Preparation/Pre-Bid and Award services	\$ 2,500
3. Contract credit for 6 previously removed roads from contract	\$(73,500)
4. The fees for the Design of Overlook and Boylston Road	\$ 90,000
Total for scope amendment	\$ 21,775

Richland County has requested CECS to perform the work associated with the above that are items not included in the original scope of services and contract dated August 1, 2013. A brief summary of the scope of work is described below.

Design Services - The design of Overlook Drive (Asphalt surface pavement) and Boylston Road (Triple Treatment surface with Asphalt surface alternative) to Richland County standards. Richland County is responsible for the obtaining of easements and right of way, if necessary for the projects. Richland County will obtain the Notice of Intent and DHEC approvals for the projects as well. CECS will coordinate obtaining the SCDOT encroachment permits.

The Mainline length of Boylston road is approximately 1812'. Additional survey information (approximately 900') will be obtained to ensure the sight distance, and drainage features in the project area are accommodated within the project design.

The mainline length of Overlook Drive is approximately 4200'. Additional survey information (approximately 600') will be obtained at the intersection of Longtown Road to Walnut wood Trail to ensure sight distance

and drainage features are accommodated with the project design. There is the presence of wetlands within the Overlook Drive project limits, which will be reviewed by the CECS Environmental Scientist. A jurisdictional determination may be needed to determine the limits and ensure impacts are limited to avoid a permitting process. A closed drainage system is anticipated for Overlook drive for a portion of the roadway leading to the current drainage crossing of the road.

Bidding Services - CECS will prepare a construction contract and bid package for the projects grouped as directed by Richland County. The bid packages includes contract specifications, quantities, special provisions, project closeout procedures, bid requirements, bidders checklist, bid forms and other items as deemed customary for the procurement of a construction contract. Richland County will provide to CECS a project number a minimum of 2 weeks in advance of the anticipated advertisement date for the project.

Schedule:

Boylston Road

- CECS will deliver final construction plans for approval to Richland County for approval for Boylston Road within 30 calendar days of receipt of the written notice to proceed for the project from Richland County.
- Richland County will return written review comments within 5 calendar days from delivery of plans from CECS.
- CECS will deliver final plans within 7 calendar days of receipt of written comments regarding the final plans.
- Total time 42 calendar days from receipt of written notice to proceed.

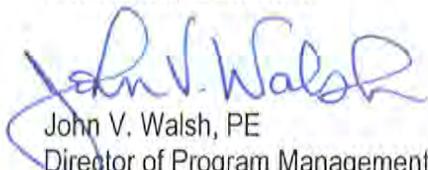
Overlook Drive

- CECS will deliver final construction plans for approval to Richland County for approval for Overlook Drive within 40 calendar days of receipt of the written notice to proceed for the project from Richland County.
- Richland County will return written review comments within 5 calendar days from delivery of plans.
- CECS will deliver final plans within 7 calendar days of receipt of written comments regarding the final plans.
- Total time 52 calendar days from written notice to proceed.

We are as always ready to serve as a resource to Richland County in its endeavors to deliver services to its citizens. Please advise if you need any additional information in this regard.

Respectfully Submitted:

Recommended:



John V. Walsh, PE
Director of Program Management
Civil Engineering Consulting Services

Rob Perry, PE
Director of Transportation
Richland County

Richland County Council Request of Action

Subject

a. With the court ruling that the Richland County Election and Voter Registration Boards must now be two separate entities, I move that funding for the Voter Registration Board be rolled back to the 2011 funding amount
[MALINOWSKI]

b. I move that the Rules & Appointments Committee develop expanded written guidelines for Council consideration regarding the "Presentations" portion of County Council Agendas. Although not inclusive and open for discussion/expansion by the R&A Committee, it is requested that the following items be included in the review: 1) How many Presentations should be scheduled per meeting; 2) What process should be employed in determining whether a Presentation should be placed on the Agenda (i.e., Clerk's review, Chair's review, Committee review?); 3) In determining whether a Presentation should be included on an Agenda, should selective criteria be employed? (For example, should funding requests be excluded?); 4) At the discretion of the R&A Committee, suggest where presentations deemed not appropriate for Council Agendas (e.g., funding requests) should be aired; 5) Any exceptions to the written guidelines should be specifically identified and listed **[PEARCE]**

c. Resolution Recognizing May 15th as National Peace Officers' Memorial Day **[JACKSON]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda