



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**DECEMBER 2, 2014
6:00 PM**

CALL TO ORDER **THE HONORABLE NORMAN JACKSON**

INVOCATION **THE HONORABLE NORMAN JACKSON**

PLEDGE OF ALLEGIANCE **THE HONORABLE NORMAN JACKSON**

Approval Of Minutes

1. Regular Session: November 18, 2014 [PAGES 5-18]
2. Zoning Public Hearing: November 25, 2014 [PAGES 19-22]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

3. a. Contractual Matter: Waterpark Contract

Citizen's Input

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

Report Of The County Administrator

5. a. Staff Recognition: Valeria Jackson
- b. Introduction of Stormwater Manager
- c. SB Connect Sponsorship Opportunity with DESA, Inc.

Report Of The Clerk Of Council

Report Of The Chairman

Open/Close Public Hearings

6. a. Authorizing the execution and delivery of an amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters

Approval Of Consent Items

7. 14-25MA
John May
RU to RC (.22 Acres)
10461 Wilson Blvd.
15000-02-08 **[THIRD READING] [PAGES 27-28]**
8. 14-26MA
Eddie Roberts
M-1 to GC (.36 Acres)
10203 Two Notch Rd.
22909-01-01 **[THIRD READING] [PAGES 29-30]**
9. 14-28MA
Thomas Crowther
RM-HD to GC (11.90 Acres)
3533 Broad River Rd.
06110-04-05(p) **[THIRD READING] [PAGES 31-33]**
10. 14-30MA
Ray O'Neal
RU to GC (.66 Acres)
8505 Garners Ferry Rd.
21800-05-06 **[THIRD READING] [PAGES 34-35]**
11. 14-31MA
Bill Dixon
PDD to PDD (65.94 Acres)
Greenhill Parkway & Two Notch Rd.
25800-03-40 **[THIRD READING] [PAGES 36-39]**
12. An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project **[SECOND READING] [PAGES 40-50]**
13. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements **[SECOND READING] [PAGES 51-56]**
14. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles

and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto **[FIRST READING] [PAGES 57-63]**

15. Military Order of the Purple Heart Road Signs **[PAGES 64-67]**

16. Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper **[PAGES 68-84]**

Third Reading Items

17. Authorizing the execution and delivery of an amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters **[PAGES 85-137]**

Second Reading Items

18. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$167,583.00 of General Fund Balance to cover cost of grant match funds **[PAGES 138-144]**

19. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference **[PAGES 145-157]**

20. 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 3130 Bluff Road, LLC; and other related matters **[PAGES 158-174]**

21. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference **[PAGES 175-181]**

Report Of Administration And Finance Committee

22. Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes **[PAGES 182-191]**

23. Professional Services / Airport Work Authorizations 6 & 7 **[PAGES 192-202]**

24. Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8 **[PAGES 203-214]**

25. Construction Contract Award / Airport Stream and Wetland Mitigation project **[PAGES 215-222]**

26. Professional Services / Stormwater Management Work Authorization 9 **[PAGES 223-237]**

27. Blythewood IGA **[PAGES 238-248]**

28. Broad River Rowing Site: Short-Term Proposal **[PAGES 249-260]**

Report Of Rules And Appointments Committee

Citizen's Input

29. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

30. a. Motion to direct staff to extend full family benefits to gay employees who have valid marriage licenses from any state or the District of Columbia [ROSE]

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.

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Richland County Council Request of Action

Subject

Regular Session: November 18, 2014 [**PAGES 5-18**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

REGULAR SESSION MINUTES

November 18, 2014
6:00 PM
County Council Chambers

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

CALL TO ORDER

Mr. Jackson called the meeting to order at approximately 6:01 PM

INVOCATION

The Invocation was given by the Honorable Bill Malinowski

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Bill Malinowski

POINT OF PERSONAL PRIVILEGE – Mr. Jackson recognized all of the magistrates that were in the audience.

PRESENTATION OF RESOLUTION

Resolution Honoring Judge Michael Davis for 45 years of service and being the longest serving magistrate in the State of South Carolina – Mr. Jackson presented a resolution to Judge Michael Davis honoring his 45 years of service to Richland County and on being the longest serving magistrate in the State of South Carolina.

POINT OF PERSONAL PRIVILEGE – Ms. Dixon thanked the Midlands Transit Rider Association for their assistance in having service restored to the Sandhills area.

POINT OF PERSONAL PRIVILEGE – Mr. Jackson recognized Ms. Dickerson on her U. S. Senate run.

APPROVAL OF MINUTES

Special Called: October 28, 2014 – Ms. Dickerson moved, seconded by Mr. Pearce, to approve the minutes as submitted. The vote in favor was unanimous.

Zoning Public Hearing: October 28, 2014 – Mr. Pearce moved, seconded by Ms. Dickerson, to approve the minutes as submitted. The vote in favor was unanimous.



Council Members Present

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

Others Present:

Tony McDonald
Sparty Hammett
Roxanne Ancheta
Warren Harley
Laura Renwick
John Hixon
Justine Jones
Monique Walters
Rob Perry
Brandon Madden
Beverly Harris
Quinton Epps
Michelle Onley
Larry Smith
Cheryl Patrick
Tracy Hegler
Amelia Linder
Monique McDaniels
Nelson Lindsay
Elizabeth McLean
Chad Fosnight
Bill Peters
Sandra Haynes
Wanda Kelly
Will Simon
Sara Salley
Nancy Stone-Collum
Kecia Lara
Ismail Ozbek

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ADOPTION OF THE AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Contractual Matter: Solid Waste**
- b. **Contractual Matter: Waterpark Contract**
- c. **Economic Development Land Purchase**
- d. **Legal Update: Columbia Venture**
- e. **Limited Notice Contract for Dirt Road Paving Team**
- f. **Employee Grievances (2)**
- g. **Personnel Matter**

CITIZENS' INPUT

Mr. James Atkins and Ms. Virginia Sanders spoke against Cook's Mountain/Goodwill Plantation.

Mr. Billy Cate, Mr. Bill Short, Mr. Barbara Weston, and Mr. John Cely spoke in favor of Cook's Mountain/Goodwill Plantation.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Cook's Mountain/Goodwill Plantation - Conservation Commission's Proposed Response to DNR** - Mr. Epps stated that the Conservation Commission and DNR were able to come to an agreement on 3 of the 4 Conservation Commission's recommendations.

Mr. Bob Perry stated that DNR has been requested to provide a letter from Richland County Council to the Joint Bond and Review Committee and the Budget and Control Board.

Mr. Livingston moved, seconded by Ms. Dickerson, move to add this item to the agenda for action. The vote in favor was unanimous.

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Mr. Washington moved, seconded by Ms. Dixon, to authorize staff and the Conservation Commission to negotiate with DNR on the Conservation Commission's recommendations and to move forward on the requested letter. The vote in favor was unanimous.

- b. **Employee Grievances (2)** – This item was taken up in Executive Session.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that Representative Joe McEachern was in the audience.

- c. **2015 Council Retreat Update** – Mr. McDonald stated that staff has begun drafting the Council Retreat agenda. The topics for discussion will be distributed to Council on November 19th. If Council has any feedback, it is requested that it be forwarded to staff by Wednesday, November 26th.
- d. **Mitigation Bank Update** – Eco Capital Advisors gave a brief overview of the mitigation bank. The initial credit release is scheduled for April 2016.

REPORT OF THE CLERK OF COUNCIL

- a. **Richland County Office of Small Business Opportunity Grand Opening, November 19th, 11:30 AM – 3:00 PM** – Ms. McDaniels reminded Council of the Grand Opening of the Small Business Opportunity Office on Wednesday, November 19th, 11:30 AM – 3:00 PM.
- b. **December Meeting Schedule – December 2, 9, and 16** – Ms. McDaniels stated that the meetings for December are December 2nd, 9th and 16th.

REPORT OF THE CHAIRMAN

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

PRESENTATION

LRADAC – Gayle Aycock, President & CEO – Ms. Aycock gave a brief update on LRADAC.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on Host Fee Charges to be used for Economic Development Operating Cost** – No one signed up to speak.

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- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County – Mr. Schafer spoke regarding this item.**
- **An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina – No one signed up to speak.**
- **An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street 3rd Floor – No one signed up to speak.**
- **An Ordinance Amending the Fiscal Year 20104-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic – No one signed up to speak.**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency – No one signed up to speak.**
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department – No one signed up to speak.**
- **Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC, LLC), and other matters related thereto – Mr. Bernie Maybank spoke regarding this item.**

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- 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 company identified for the time being as Project Peak; and other related matters -- No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (A); so as to prohibit through truck traffic on Longreen Parkway in Richland County, South Carolina [THIRD READING]
- An Ordinance Authorizing a lease to United Way of the Midlands for 1205.3± Square Feet of space at 2000 Hampton Street, 3rd Floor [THIRD READING]
- An Ordinance Amending the Fiscal Year 2014-2015 Hospitality Tax Fund Annual Budget to appropriate \$30,000 of Hospitality Fund Balance to provide funding for Palmetto Capital City Classic [THIRD READING]
- An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$162,500 of General Fund Revenue received from a rate increase of \$.25 per ton on host fee charges to be used for Economic Development operating cost [THIRD READING]
- 14-25MA, John May, RU to RC (.22 Acres), 10461 Wilson Blvd., 15000-02-08 [SECOND READING]
- 14-26MA, Eddie Roberts, M-1 to GC (.36 Acres), 10203 Two Notch Rd., 22909-01-01 [SECOND READING]
- 14-28MA, Thomas Crowther, RM-HD to GC (11.90 Acres), 3533 Broad River Rd., 06110-04-05(p) [SECOND READING]
- 14-30MA, Ray O'Neal, RU to GC (.66 Acres), 8505 Garners Ferry Rd., 21800-05-06 [SECOND READING]
- 14-31MA, Bill Dixon, PDD to PDD (65.94 Acres), Greenhill Parkway & Two Notch Rd., 25800-03-40 [SECOND READING]

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- Roofing Project—Lower Richland Fire Station
- Exploration and Development of a “Preservation Land Management Plan”
- FY 14-15 Annual Action Plan – Council Approval
- Department of Public Works: S. Scott Rd. Drainage Project
- Budget Amendment – Grant Match [FIRST READING]
- Extension of ACH Chemical Supply Contract – Utilities Broad River WWTF
- Coroner-Purchase of Three 2015 Chevy Tahoes
- An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project [FIRST READING]
- An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference [FIRST READING BY TITLE ONLY]
- Employee Benefits Package Comparisons

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

THIRD READING ITEM

An Ordinance Amending the Richland County Code of Ordinances, Chapter 6, Buildings and Building Regulations; so as to provide regulations for the construction, use, maintenance, and occupancy of mobile home parks, mobile home park sites, mobile homes, permanent buildings, accessory buildings or structures, and building components located within a mobile home park or a mobile home site, in all parts of the unincorporated areas of Richland County

– Ms. Dixon moved, seconded by Ms. Dickerson, to defer this item until the January 6th Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to add the Township Auditorium as an agency – Mr. Washington moved, seconded by Ms. Dixon, to approve the

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ordinance with the title amended to read "...as an ordinance agency". The vote in favor was unanimous.

Ordinance Authorizing an Amendment to the Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Fairfield County, South Carolina and Richland County, South Carolina, in order to expand the boundaries of the park to include certain property located in Fairfield County (Enor Corporation SC LLC), and other matters related thereto – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinance, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to change overall management of the program to the Office of Small Business Opportunity; and Amending Chapter 2, Administration; Article V; County Departments; Division 5A, Office of Small Business Opportunity; so as to create two divisions within the department – Mr. Livingston moved, seconded by Mr. Jeter, to approve the ordinance with the following amendments:

- 1) Section 1 of the ordinance is deleted in its entirety
- 2) Section 2 is amended to read: The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 5A, Office of Small Business Opportunity; is hereby deleted and Sections 2-232 through 2-234 are reserved for future use.
- 3) Section 3 is added as follows: The Richland County Code of Ordinances, Chapter 2, Administration; Article III, Administrative Offices and Officers; Division 9, Office of Procurement; is hereby amended by the addition of Section 2-153.5, to read as follows:

2-153.5. Divisions. The office of procurement shall include the Office of Small Business Opportunity Division, which shall manage and administer the SLBE Program (see Section 2-639 et. seq.) and shall undertake other functions and duties as assigned by the director of the office of procurement, the county administrator or county council.

An in depth discussion took place regarding the amendment to the ordinance.

Mr. Pearce moved, seconded by Mr. Malinowski, to call for the question. The vote was in favor.

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FOR

Pearce
Malinowski
Rose
Livingston
Rush
Manning
Jeter

AGAINST

Dixon
Dickerson
Jackson
Washington

The vote was in favor of the ordinance as amended.

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

Mr. Livingston moved, seconded by Mr. Jeter, to amend the title of the ordinance to read: An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; so as to abolish the Department known as the Office of Small Business Opportunity and instead create it as a division of the Office of Procurement.

Mr. Rose moved, seconded by Mr. Manning, to call for the question. The vote was in favor.

FOR

Pearce
Malinowski
Rose
Livingston
Rush
Manning
Jeter

AGAINST

Dixon
Dickerson
Jackson
Washington

The vote was in favor of the amended ordinance title.

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

SECOND READING ITEMS

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 Blue Atlantic Columbia, LLC, previously identified as Project Peak; and other related matters -

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Mr. Livingston moved, seconded by Mr. Washington, to approve this item. The vote was in favor.

Authorizing the execution and delivery of an amendment to the fee agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters – Mr. Livingston moved, seconded by Mr. Washington, to approve this item. The vote in favor was unanimous.

Mr. Malinowski requested a summary of how changes to an existing agreement will affect the County financially.

REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

Microphone Mute Options for Council Chambers – Mr. Malinowski moved, seconded by Mr. Manning, to defer this item.

Mr. Malinowski withdrew his motion for deferral.

Mr. Washington moved, seconded by Mr. Jeter, to approve this item. The vote was in favor with Mr. Rose voting against the item.

RC Souvenirs – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item.

Mr. Manning withdrew his motion for deferral.

Mr. Pearce moved, seconded by Mr. Malinowski, to defer back to committee to review costs and other less costly souvenir alternatives. The vote in favor was unanimous.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

Animal Care – Intergovernmental Governmental Agreement with Town of Arcadia Lakes – Mr. Malinowski moved, seconded by Ms. Dickerson, to defer this item. The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference [FIRST READING] – Mr. Malinowski moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Professional Services/Airport Work Authorizations 6 & 7 – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

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Professional Services/Airport Work Authorizations 5 (Amendment 1) & 8 – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

Construction Contract Award/Airport Stream and Wetland Mitigation project – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

Professional Services/Stormwater Management Work Authorization 9 – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item. The vote in favor was unanimous.

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

Longbranch Farms Options Exercise – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Blythewood Industrial Site Planning Grant – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

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 3130 Bluff Road, LLC; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

REPORT OF RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF APPOINTMENTS

- a. **Airport Commission – 1** – Mr. Malinowski stated that the committee recommended appointing Mr. Joel McCreary. The vote in favor was unanimous.
- b. **Historic Columbia Foundation – 1** – Mr. Malinowski stated that the committee recommended re-appointing Ms. Rena N. Grant. The vote in favor was unanimous.

II. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Procurement Review Panel** – This item was held in committee.

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- b. **Council review why varying boards have varying terms and consider if terms should be consistent [Dixon, Malinowski, and Manning]** – This item was held in committee.

OTHER ITEMS

REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. **Package E Bid Results** – Ms. Dixon stated that the committee recommended awarding
- b. **Limited Notice Contract for Dirt Road Paving Team** – This item was taken up in Executive Session.

REPORT OF THE FIRE ADVISORY COMMITTEE

CITIZENS' INPUT

Ms. Wendy Brawley spoke regarding the Lower Richland Sewer Project.

EXECUTIVE SESSION

*Council went into Executive Session at approximately 9:01 p.m.
and came out at approximately 9:27 p.m.*

- a. **Contractual Matter: Solid Waste** – No action was taken.
- b. **Economic Development Land Purchase** – Proceed as directed in Executive Session.
- c. **Legal Update: Columbia Venture** – No action was taken.
- d. **Limited Notice Contract for Dirt Road Paving Team** – Move forward as directed in Executive Session.
- e. **Employee Grievance** – Uphold the Administrator's recommendation.

MOTION PERIOD

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA



- a. **I move that County Council amend its rules to require roll call voting on every vote taken [ROSE]** – This item was referred to the Rules & Appointments Committee.
- b. **Motion to direct the Clerk’s Office to work with school districts 1, 2, and 5, to create a way for their students to display art work throughout the county building [DIXON AND WASHINGTON]** – This item was referred to the D&S Committee.
- c. **I move to direct staff and the clerk’s office to develop a plan of action to develop a comprehensive youth program for Richland County that will identify and offer a solution for the youth we classify as “at risk” [ROSE]** – This item was referred to the D&S Committee.
- d. **Move that the terms of Board members to the Lexington Richland Alcohol & Drug Commission (LRADAC) be changed from “two, three year terms” to “three, three year terms” so that Richland County appointees have the same opportunities for extended service on this board as Lexington County appointees are currently allowed [PEARCE]** – This item was referred to the Rules & Appointments Committee.
- e. **Move that the Economic Development Committee develop an Ordinance or Resolution providing for an annual compliance audit of all private student housing developments located in Richland County that have been provided property tax abatements and/or other financial incentives by Richland County Council and that this provision be incorporated into all current and future agreements related to student housing. The cost of these audits will be born by the recipient of the financial incentives [PEARCE]** – This item was referred to the Economic Development Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:32 PM.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

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



Richland County Council Request of Action

Subject

Zoning Public Hearing: November 25, 2014 [**PAGES 19-22**]

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

ZONING PUBLIC HEARING

November 25, 2014
7:00 PM
Council Chambers

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

CALL TO ORDER

Mr. Jackson called the meeting to order at approximately 7:00 PM

ADDITIONS/DELETIONS TO THE AGENDA

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

MAP AMENDMENTS

14-27MA, Daryl Barnes, RS-LD to NC (.57 Acres), 5430 Lower Richland Blvd. 21710-01-01 [FIRST READING] – Mr. Washington moved, seconded by Mr. Jackson, to defer this item and the public hearing until the December Zoning Public Hearing. The vote in favor was unanimous.

14-29MA, Thomas Crowther, RU to GC (15.43 Acres), Clemson Rd., 20200-03-45 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. Hugh Harmon, Mr. Ryan McKay, Mr. Cameron Aberhold, Mr. Mark Woolbridge, Mr. Todd Duboss, Mr. Bob Fuller, Ms. Lane Dunbar, Mr. Keith Alexander, Mr. Glenn Jones, and Mr. Brad Warren spoke in favor of this item.

Ms. Mary Ann Brock, Ms. Laurilei Pudof, Ms. Peggy Murrell, Ms. Tracy Barnes, Ms. Beverly Diane Frierson, Mr. Scott Shealy, Ms. Angela Jones, Ms. Pat Adams spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Mr. Washington, to deny the re-zoning request. The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce recognized that City Councilman Moe Baddourah was in the audience.



Council Members Present

Norman Jackson, Chair
District Eleven

Julie-Ann Dixon
District Nine

Paul Livingston
District Four

Bill Malinowski
District One

Jim Manning
District Eight

Greg Pearce
District Six

Torrey Rush
District Seven

Kelvin E. Washington, Sr.
District Ten

Others Present:

Sparty Hammett
Geo Price

Tommy DeLage
Tracy Hegler

Amelia Linder
Holland Leger

Suzie Haynes
Michelle Onley

Monique McDaniels

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA



Richland County Council
Zoning Public Hearing
Tuesday, November 25, 2014
Page Two

POINT OF PERSONAL PRIVILEGE – Mr. Rush recognized that Richland School District Two Board Member Monica Elkins-Johnson was in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski recognized that Lexington/Richland School District Board Member Robert Gantt was in the audience.

14-32MA, M. Everett Smith, RS-MD to OI (.54 Acres)m 1224 Broad River Rd., 07307-05-12 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Ms. McKenzie Flashneck, Mr. Bret Flashneck, Ms. Jean Byrd, and Mr. Michael Hagler spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Mr. Pearce, to deny the re-zoning request. The vote in favor was unanimous.

14-33MA, DR Horton-Crown, LLC, RU to RS-LD (48.89 Acres), Old Tamah Rd., 04300-01-07 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

Mr. Bill Flowers and Mr. Jordan Hamlet spoke in favor of this item.

Ms. Kim Murphy, Mr. Robert Gantt, Mr. Bryan Bouknight, Mr. Julius Suggs, Ms. Sylvia Suggs, Ms. Linda Kirby, Mr. Thurmond Bowens, Jr., Ms. Amy Amick, and Ms. Lynn Morris spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Pearce, to deny the re-zoning request. The vote in favor was unanimous.

14-34MA, Michael Smith, RU to MH (28.96 Acres), Old Leesburg Rd., 33300-03-34 & 41 [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

RICHLAND COUNTY COUNCIL

SOUTH CAROLINA

Richland County Council
Zoning Public Hearing
Tuesday, November 25, 2014
Page Three



Mr. Malinowski moved, seconded by Ms. Dixon, to deny the re-zoning request. The vote in favor was unanimous.

14-35MA, Mark Jeffers, RS-MD to NC (1.04 Acres), North Springs Rd., 22905-01-79 [FIRST READING]

Ms. Dixon moved, seconded by Mr. Malinowski, to defer this item and the public hearing until the January Zoning Public Hearing. The vote in favor was unanimous.

TEXT AMENDMENT

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (F), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements [FIRST READING]

Mr. Jackson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

ADJOURNMENT

The meeting adjourned at approximately 8:22 PM

Richland County Council Request of Action

Subject

- a. Contractual Matter: Waterpark Contract

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. Staff Recognition: Valeria Jackson
- b. Introduction of Stormwater Manager
- c. SB Connect Sponsorship Opportunity with DESA, Inc.

Richland County Council Request of Action

Subject

a. Authorizing the execution and delivery of an amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters

Richland County Council Request of Action

Subject

14-25MA
John May
RU to RC (.22 Acres)
10461 Wilson Blvd.
15000-02-08 [**THIRD READING**] [**PAGES 27-28**]

Notes

First Reading: October 28, 2014
Second Reading: November 18, 2014
Third Reading:
Public Hearing: October 28, 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 # 15000-02-08 FROM RU (RURAL DISTRICT) TO RC (RURAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 15000-02-08 from RU (Rural District) zoning to RC (Rural Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-26MA
Eddie Roberts
M-1 to GC (.36 Acres)
10203 Two Notch Rd.
22909-01-01 [**THIRD READING**] [**PAGES 29-30**]

Notes

First Reading: October 28, 2014
Second Reading: November 18, 2014
Third Reading:
Public Hearing: October 28, 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 # 22909-01-01 FROM M-1 (LIGHT INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 22909-01-01 from M-1 (Light Industrial District) zoning to GC (General Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-28MA
Thomas Crowther
RM-HD to GC (11.90 Acres)
3533 Broad River Rd.
06110-04-05(p) **[THIRD READING] [PAGES 31-33]**

Notes

First Reading: October 28, 2014
Second Reading: November 18, 2014
Third Reading:
Public Hearing: October 28, 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 A PORTION OF THE REAL PROPERTY DESCRIBED AS TMS # 06110-04-05 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change a portion of the real property described as TMS # 06110-04-05 from RM-HD (Residential, Multi-Family – High Density District) zoning to GC (General Commercial District) zoning; as further shown on Exhibit A, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

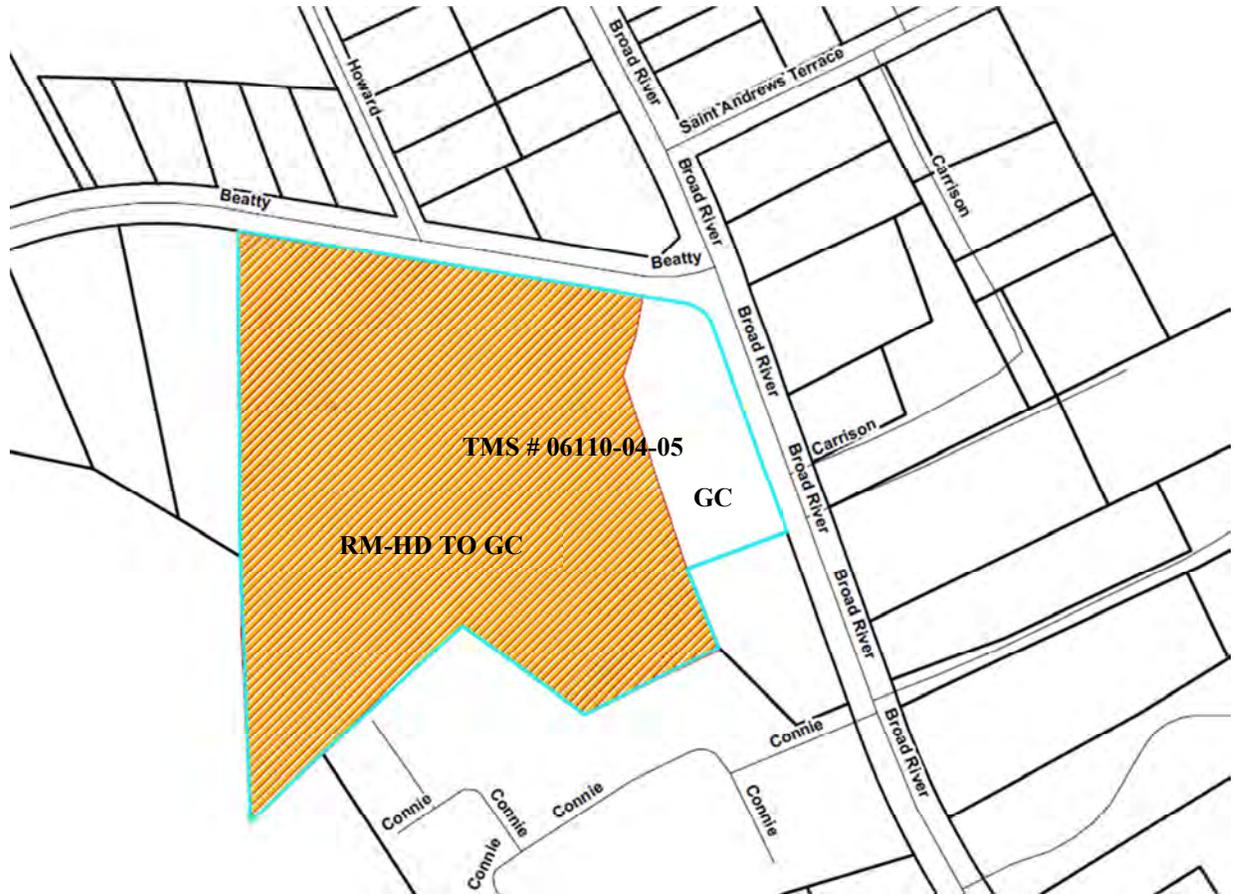
By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

14-30MA
Ray O'Neal
RU to GC (.66 Acres)
8505 Garners Ferry Rd.
21800-05-06 [**THIRD READING**] [**PAGES 34-35**]

Notes

First Reading: October 28, 2014
Second Reading: November 18, 2014
Third Reading:
Public Hearing: October 28, 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 # 21800-05-06 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 21800-05-06 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
Clerk of Council

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-31MA
Bill Dixon
PDD to PDD (65.94 Acres)
Greenhill Parkway & Two Notch Rd.
25800-03-40 [**THIRD READING**] [**PAGES 36-39**]

Notes

First Reading: October 28, 2014
Second Reading: November 18, 2014
Third Reading:
Public Hearing: October 28, 2014

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTY DESCRIBED AS TMS # 25800-03-40; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the land uses within the PDD (Planned Development District) zoning district for TMS # 25800-03-40, as described herein.

Section II. PDD Site Development Requirements. The following site development requirements shall apply to the subject parcels:

- a) Planned development regulations should adhere to landscaping, parking and pedestrian regulations respectfully, Sections 26-173, 26-176, and 26-179.
- b) Proposed changes to the approved Master Plan are deemed major changes and shall be subject to the requirements of Section 26-59 (j) of the Richland County Land Development Code.
- c) Richland County shall not be responsible for the enforcement of any deed restrictions imposed by the applicant, the developer, or their successors in interest.
- d) All the conditions described herein, including those shown on Exhibit A (which is attached hereto), shall apply to the applicant, the developer and/or their successors in interest.
- e) Stormwater detention/retention shall be sensitively incorporated into the Green/Open Space, utilizing vegetative buffers and other B.M.P.'s (Best Management Practices) to encourage filtration of surface water and improve water quality.
- f) In the amended RS-HD Land Use District as designated by the Amendment Dated 8/22/14 DAK-1 PUD, there shall be no more than twenty (20) total acres dedicated to religious uses with a maximum of three religious centers in the RS-HD designation. Religious centers shall include but not be limited to: religious education, childcare and associated uses.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

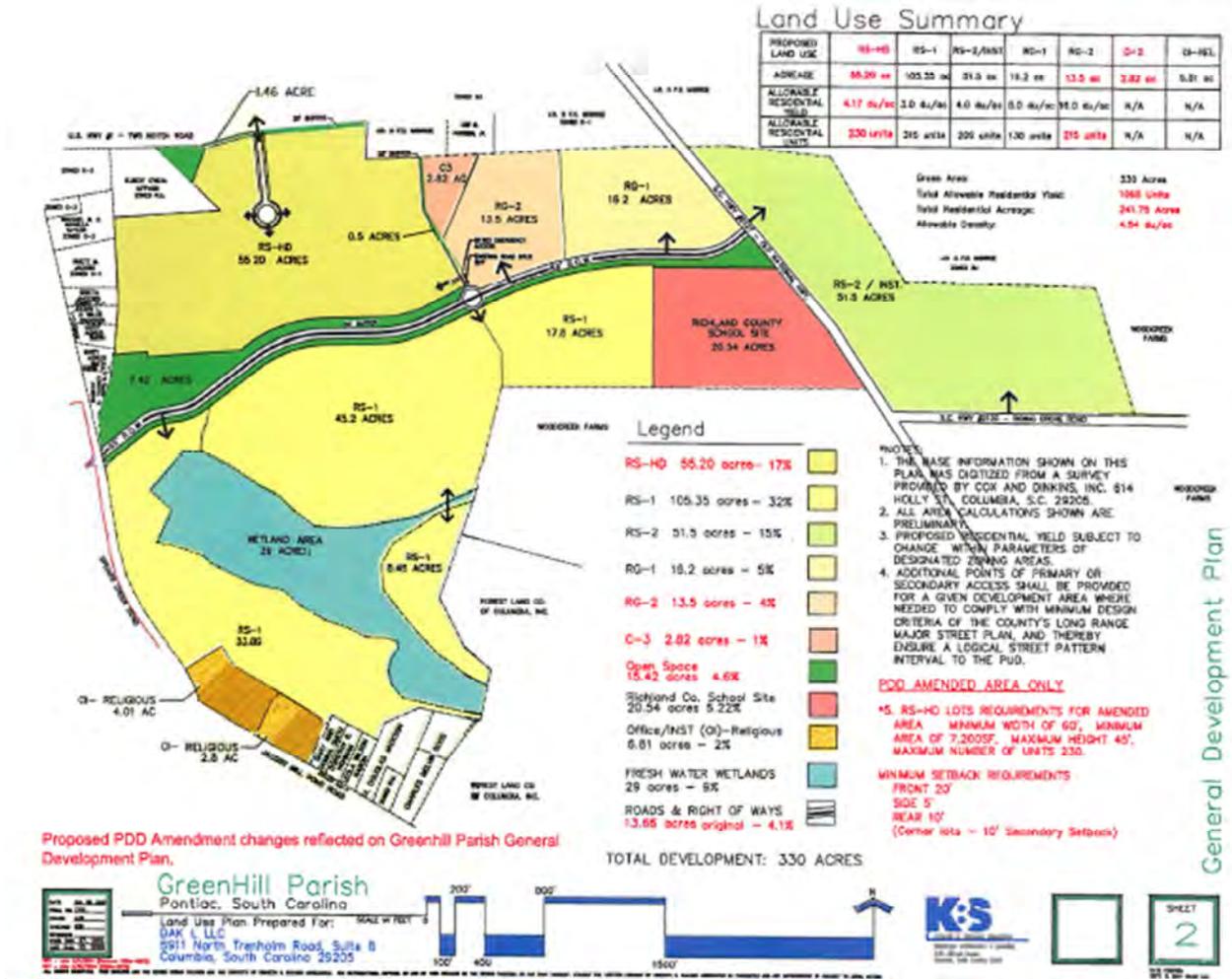
S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: October 28, 2014
First Reading: October 28, 2014
Second Reading: November 18, 2014 (tentative)
Third Reading:

Exhibit A



Proposed PDD Amendments			
Land Use	Existing Acreage	Proposed Acreage	Acreage Change
Open Space	N/A	15.42	+15.42
RS-HD	NA	55.2	+ 55.2
RG-2	9.9	0	-9.9
C-3	53.53	0	- 53.53

Richland County Council Request of Action

Subject

An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project **[SECOND READING] [PAGES 40-50]**

Notes

October 28, 2014 - The Committee recommended that Council approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation for a permanent right of way for their Mill Creek Bridge Replacement Project.

First Reading: November 18, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Sale of Property to the South Carolina Department of Transportation

A. Purpose

County Council is requested to approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.

B. Background / Discussion

Richland County recently purchased a parcel of land that contains Pinewood Lake and is located between Garners Ferry Road and Old Garners Ferry Road (TMS# R19011-02-10). The County is developing this property into a community park that will contain walking trails, fishing docks, and other amenities. The upper portion of this property adjoins the current right of way for Garners Ferry Road (SCDOT maintained). The SCDOT is replacing the Mill Creek Bridge at this location and needs an additional permanent right of way and temporary construction access. The total area that the SCDOT is requesting for a permanent right of way is 0.133 acres. The SCDOT is offering \$10,400.00 to purchase this right of way - see attached documentation.

C. Legislative / Chronological History

- Richland County received a request to purchase the property for a SCDOT project from the SCDOT on 9/30/2014 – see attached letter.
- The Richland County Public Works Department reviewed the documentation submitted by SCDOT and provided their comments to Administration on the week of Oct. 10, 2014.

D. Financial Impact

The SCDOT will pay Richland County \$10,400.00 for 0.133 acres of land from TMS#R19011-02-10 that adjoins the current SCDOT right of way along the Mill Creek Bridge area of Garners Ferry Rd.

E. Alternatives

1. Approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.
2. Do not approve the sale of a portion of TMS# R19011-02-10 for \$10,400.00 to the South Carolina Department of Transportation (SCDOT) for a permanent right of way for their Mill Creek Bridge Replacement Project.

F. Recommendation

It is recommended that Council approve the request to sale the right of way to the SCDOT for \$10,400.00 for a portion of TMS #R19011-02-10.

Recommended by: Ismail Ozbek, P.E. Interim Director/County Engineer

Department: Public Works

Date: October 13, 2014

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: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

The property was purchased using proceeds from the sale of bonds as a source of funding. Approval is left to Council discretion.

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion; however, from the information provided, Legal is unable to determine the reasonableness of the amount offered, as no appraisal (or calculation method) has been provided.

Administration

Reviewed by: Sparty Hammett

Date: 10/23/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Bridge at Mill Creek



THE STATE OF SOUTH CAROLINA)	Tract 5
)	
COUNTY OF RICHLAND)	
)	
Road/Route US 76/US 378)	RIGHT OF ENTRY AGREEMENT
File 40.037730A.1)	
Item)	
Project BR40(007))	
PIN 37730 RD01)	

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between Richland County, 2020 Hampton Street, Columbia, South Carolina 29202, hereinafter referred to as the "the Landowner", and South Carolina Department of Transportation, hereinafter referred to as "the Department".

In consideration of mutual promises and covenants each running to the other, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Landowner hereby grants to the Department and its contractors the right to enter the Landowner's property to build the above referenced highway project. It further grants to utility companies and their contractors the right to relocate utilities as necessary for the project, but only within the limits of the new right of way.

2. At such time as the right of way for the above referenced project is acquired, the Department agrees to pay just compensation.

Right of Entry Agreement (continued)

3. The parties agree that for purposes of establishing just compensation, the date of this agreement shall be the date of taking for valuation purposes.

4. The granting of these rights to the Department and its contractors by the Landowner does not in any way constitute a waiver of any other rights of the parties under the Constitution, statutes, or rules and regulations relating to eminent domain and such rights are expressly reserved, except for the condition expressed in paragraph 3 above.

Landowner

Title: _____

South Carolina Department of Transportation

_____, 20____



South Carolina
Department of Transportation

File-40.037730A.1 Road/Route-US 76/US 378 -Richland County
PIN 37730 RD01 Project BR40(007) Tract 5-ST & 5P

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

Mr. McDonald:

This letter is being sent to inform you that the South Carolina Department of Transportation is conducting a project along US 76/US 378, Garners Ferry Road, in Richland County. Records indicate that you own some property along the proposed project location. Some areas require that the SCDOT obtain permissions to get some work done, be it erosion control measures or slopes, beyond the present right of way. In those instances no property will be conveyed or become SCDOT property. In other instances, the SCDOT would need to obtain new right of way and the property owner(s) will be compensated for the amount of property being secured.

The SCDOT would also need to secure a temporary construction easement from you as well. Once the permission is secured the conversation regarding temporary easement can begin. With a temporary construction easement, you cannot build anything in the designated area while the project is being constructed. But, once the project is completed, you can do as you please with your property. You would be compensated for the temporary construction easement.

Enclosed you will find color coated plan sheets, as well as cross sections, for your property along this project. Let me know if you have any questions or need any additional information.

This project is scheduled for contract soon and would need your immediate attention. The SCDOT would appreciate a quick response to this letter so the needed actions can begin to get the process started. I have enclosed color coded plan sheets for your review. If you have any questions, please do not hesitate to contact me.

I look forward to hearing from you and would like to thank you in advance for your cooperation.

Sincerely,

James c. Breeden
Right-of-Way Agent
P.O. Box 30126
Columbia, SC 29230
(803) 260-4235 (C)
Breedenjc@scdot.org (E-mail)

AN EQUAL OPPORTUNITY
AFFIRMATIVE ACTION EMPLOYER

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERMISSION FOR:

Road/Route **US 76/US 378**
 File **40.037730A.1**
 Item _____
 Project **BR40(007)**
 PIN **37730 RD01**
 Tract **5P**

CONSTRUCT DRIVE ENTRANCE
CONSTRUCTION SLOPES
NPDES
PLACE RIP RAP

KNOW ALL MEN BY THESE PRESENTS, That I (or we) **Richland County, 2020 Hampton Street, Columbia, South Carolina 29202** in consideration of the sum of One Dollar (\$1.00), to me (or us) in hand paid, and other valuable consideration at and before the sealing and delivering hereof, do hereby grant to the South Carolina Department of Transportation permission to do the work as outlined below, with the understanding that this work is to be done on property of the grantor outside of the right of way, it being fully understood and agreed that no right of way is being granted to the Department for the purpose of this construction. Further, permission is granted to perform construction beyond the right of way such as grading and other work necessary to adjust the grade of driveways to conform to the proposed roadway improvements as shown on the plans for the construction of this project.

SPECIAL PROVISIONS:

It is understood and agreed that a drive entrance will be constructed right of approximate survey station 326+21 during this construction.

Also herein granted is permission for construction slopes to extend beyond the right of way on the right between approximate survey stations 326+17 and 339+67 with the understanding that no additional property is granted for construction slopes, during this construction.

Also herein granted is permission to use heavy equipment for clearing, placement, maintenance, and access for the purpose of construction of a silt fence for NPDES (National Pollutant Discharge Elimination System) to extend beyond the right of way right of US Route 76, between approximate survey stations 326+17 and 339+67, as shown on the plans for this project with the understanding no additional property is granted for the permission, in accordance with Department standards.

Also herein granted is permission for the Department to use heavy equipment to place rip rap right of approximate survey station 336+40 and 338+79 as shown on the plans for this project.

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____
 Recorded _____ By _____
 Project BR40(007) File 40.037730A.1 Tract 5P

TO HAVE AND TO HOLD, all and singular, the said Permission hereinbefore granted, unto the said South Carolina Department of Transportation.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this ____ day of _____, in the year of our Lord, Two Thousand and ____.

Signed, sealed and delivered in the presence of: **Richland County**

1st Witness

BY: (L.S.)

2nd Witness

(L.S.)

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantor(s) and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ____ day of _____, **20**_____.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____
(Affix seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked _____ By _____
Recorded _____ By _____
Project BR40(007) File 40.037730A.1 Tract 5P

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Road/Route US 76/US 378
File 40.037730A.1
Item
Project BR40(007)
PIN 37730 RD01
Tract 5

COPY

For Review

TITLE TO REAL ESTATE

Approximate Survey Station

Table with 3 columns: Station, To, Station. Row 1: 326+00 To 332+00 RT. Row 2: 336+00 To 337+00 RT. Row 3: To

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Richland County, 2020 Hampton Street, Columbia, South Carolina 29202 in consideration of the sum of Ten Thousand Four Hundred and No/100 (\$10,400.00) Dollars and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute Mill Creek Bridge Replacement at Garners Ferry Road on US Route 78/US Route 397, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation and dated January 7, 2014.

SPECIAL PROVISIONS: The above consideration is for all that certain parcel of land containing 0.133 acre/5,786.49 square feet, more or less, and all improvements thereon, if any, owned by Richland County, shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired from Caughman Pond, LLC, by deed dated April 12, 2012, and recorded April 13, 2012, in Deed Book R-1757, Page 1237 in the records for Richland County and shown as Tax Map No. 19011-02-10.

Together with, all and singular, the rights, members, hereditaments and appurtenances thereto belonging, or in any wise incident or appertaining.

And I (or we) do hereby bind myself (or ourselves), my (or our) heirs, executor and administrators, to warrant and forever defend all and singular said premises unto said South Carolina Department of Transportation, its successors and assigns, against myself (or ourselves) and my (or our) heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said South Carolina Department of Transportation, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this ___ day of ___, in the year of our Lord, Two Thousand and ___.

Signed, sealed and delivered in the presence of Richland County.

1st Witness HV: (Grantor)

2nd Witness

NOTE: All right of way agreements must be in writing and are subject to rejection by the South Carolina Department of Transportation.

THE STATE OF }
COUNTY OF }

ACKNOWLEDGEMENT

Personally appeared before me the above named Grantor(s) and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this ___ day of ___, 20__.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires:
(Add seal if outside SC)

GRANTEE'S ADDRESS: SCDOT, Director, Rights of Way, P.O. Box 191, Columbia, SC 29202-0191

Checked By
Recorded By
Project BR40(007) File 40.037730A.1 Tract 5

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

AN ORDINANCE AUTHORIZING DEED TO THE SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION FOR A PORTION OF TMS# 19011-02-
10 FOR THE MILL CREEK BRIDGE REPLACEMENT PROJECT.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed for a portion of TMS# 19011-02-10 to the South Carolina Department of Transportation for the Mill Creek Bridge Replacement Project, as specifically described in the Title to Real Estate, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

S. Monique McDaniels
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 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements **[SECOND READING] [PAGES 51-56]**

Notes

First Reading: November 25, 2014
Second Reading:
Third Reading:
Public Hearing: November 25, 2014

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION; DEFINITIONS; AND ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; SUBSECTION (F), TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; SO AS TO PERMIT NON-HAZARDOUS SLUDGE IN THE HI (HEAVY INDUSTRIAL DISTRICT) WITH SPECIAL REQUIREMENTS

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; is hereby amended to add the following definitions in appropriate chronological order:

Sludge. Any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

Structural fill. Landfilling for future beneficial use utilizing land-clearing debris, hardened concrete, hardened/cured asphalt, bricks, blocks, and other materials specified by DHEC by regulation, compacted and landfilled in a manner acceptable to DHEC, consistent with applicable engineering and construction standards and carried out as a part of normal activities associated with construction, demolition, and land-clearing operations; however, the materials utilized must not have been contaminated by hazardous constituents, petroleum products, or painted with lead-based paint. Structural fill may not provide a sound structural base for building purposes.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article V, Zoning Districts And District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; “Agricultural Uses” of Table 26-V-2.; is hereby amended to read as follows:

(ORDINANCE CONTINUES ON NEXT PAGE)

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
<u>Transportation, Information, Warehousing, Waste Management, and Utilities</u>																	
Airports or Air Transportation Facilities and Support Facilities															P	P	P
Antennas		SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Bus Facilities, Interurban													P	P	P	P	P
Bus Facilities, Urban													P	P	P	P	P
Charter Bus Industry														P	P	P	P
Courier Services, Central Facility															P	P	P
Courier Services, Substations											P		P	P	P	P	P
Landfills, Sanitary and Inert Dump Sites <u>Structural Fill Sites</u>		SE															SE
Limousine Services														P	P	P	P
Materials Recovery Facilities (Recycling)															P	P	P
Power Generation, Natural Gas Plants, and Similar Production Facilities																	P
Radio and Television Broadcasting Facilities (Except Towers)											P		P	P	P	P	
Radio, Television, and Other Similar Transmitting Towers		SE									SE	SE	SE	SE	SE	SE	SE
Rail Transportation and Support Facilities																	P
Recycling Collection Stations																	P
Remediation Services															P		P
Scenic and Sightseeing Transportation													P	P	P	P	P
<u>Sludge, Non-Hazardous</u>																	<u>SR</u>
Sewage Treatment Facilities, Private																	P
Taxi Service Terminals													P	P	P	P	P
Truck Transportation Facilities															P	P	P

Utility Company Offices											P	P	P	P	P	P	
USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Utility Lines and Related Appurtenances	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utility Service Facilities (No Outside Storage)														P	P	P	P
Utility Substations	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State or Local Government)											SR	SR	SR	SR	P	P	P
Warehouses, Self-Storage														SR	SR	SR	SR
Waste Collection, Hazardous																	SE
Waste Collection, Other																	P
Warehouses, Self-Storage														SR	SR	SR	SR
Waste Collection, Solid, Non-Hazardous																	P
Waste Treatment and Disposal, Hazardous																	SE
Waste Treatment and Disposal, Non-Hazardous																	P
Water Treatment Plants, Non-Governmental, Public															P	P	P

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed By Zoning District; is hereby amended so as to add “Sludge, Non-Hazardous” as paragraph (67) and current paragraph (67) shall be new paragraph (68), and all subsequent paragraphs shall be appropriately renumbered. New paragraph (65) shall read as follows:

(67) Sludge, Non-Hazardous - (HI)

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed By Zoning District; is hereby amended so as to add “Sludge, Non-Hazardous” as paragraph (67) and current paragraph (67) shall be new paragraph (68), and all subsequent paragraphs shall be appropriately renumbered. New paragraph (65) shall read as follows::

(65) Sludge, non-hazardous.

a. Use districts. Heavy Industrial.

b. All federal and state regulations must be met and a permit obtained from DHEC.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (c), Special Exceptions Listed By Zoning District; Paragraph (15); is hereby amended to read as follows:

(15) Landfills, ~~Sanitary~~ and ~~Inert Dump~~ Structural Fill Sites - (RU, HI)

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-152, Special Exceptions; Subsection (d), Standards; Paragraph (15), Landfills and Inert Dump Sites; is hereby amended to read as follows:

(15) ~~Landfill, sanitary and inert dump~~ structural fill sites.

a. Use districts: Rural; Heavy Industrial.

b. All required local, state, and federal permits must be obtained.

c. Ingress and egress to the site must be from a thoroughfare or collector road.

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

SECTION IX. Effective Date. This ordinance shall be enforced from and after _____, 2014.

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: November 25, 2014
First Reading: November 25, 2014
Second Reading: December 2, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto **[FIRST READING] [PAGES 57-63]**

Notes

This item was reviewed at the May D&S Committee meeting, and held in the Committee in order for Council members to have their questions/concerns addressed by Legal, Planning and the Sheriff's Department. Meetings were held on June 17th, July 15th, September 9th, September 23rd, and October 21st to review the proposed ordinance with Legal staff, the Zoning Administrator, representatives from the Sheriff's Dept. and Council members. A follow up meeting was held on November 18th to discuss any additional changes to the draft ordinance. The finalized and redlined ordinance is included in the agenda packet for review and action by the Committee.

November 25, 2014 - The Committee recommended that Council approve the ordinance amendment.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Define the vehicles subject to Section 17-10, Parking in Residential and Commercial Zones of the County.

A. Purpose

County Council is requested to approve the ordinance amendment that will more clearly define the vehicles prohibited from parking in residential and commercial zones of the County.

B. Background / Discussion

Section 17-10's definitions and substantive provisions are antiquated, they do not take into account gross vehicle weight ratings, and create confusion by focusing on the number of axles rather than the size and purpose of the vehicles sought to be regulated. There also is no active loading and unloading/delivery section or provision for vehicles that might otherwise be subject to the penalties in the ordinance that are in residential and commercial areas for purposes of providing temporary services, making repairs, or deliveries. The County has received citizen complaints regarding the current section based on the above concerns, which are addressed in this proposed revision, and the amendment is intended to clarify these numerous issues and make enforcement of section 17-10 more practical and uniform.

C. Legislative / Chronological History

On March 4, 2014, Council approved a motion sponsored by the Honorable Norman Jackson as follows:

“Revisit the ordinance on having commercial vehicles parked in neighborhoods or residential communities.”

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the ordinance amendment that will more clearly define the vehicles prohibited from parking in residential and commercial zones of the County.
2. Do not approve the ordinance amendment that will more clearly define the vehicles prohibited from parking in residential and commercial zones of the County.

F. Recommendation

This recommendation was made by the Honorable Norman Jackson. This is a policy decision for Council.

Recommended by: Norman Jackson Department: County Council Date: March 4, 2014

G. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/11/14

Recommend Council approval

Recommend Council denial

✓ Recommend Council discretion

Comments regarding recommendation:

Recommendation based on no financial impact noted

Sheriff

Reviewed by: Deputy Chief Stephen Birnie

Date: 03/12/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend approval provided a perfecting amendment striking references to “right-of-way”. It is difficult for the enforcing deputy to determine where a “right-of-way” begins and ends. Insert “public street or roadway” as appropriate.

Legal

Reviewed by: Elizabeth McLean

Date: 3/18/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. As to Chief Birnie’s comments, I would recommend, if Council deems it necessary, adding the language suggested along with “right-of-way”. Right of way and roadway would be defined differently, with right-of-way giving more leeway.

Administration

Reviewed by: Warren Harley

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 17, MOTOR VEHICLES AND TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-10, PARKING IN RESIDENTIAL AND COMMERCIAL ZONES OF THE COUNTY; SO AS TO DEFINE VEHICLES SUBJECT THERETO.

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 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

Section 17-10. Parking in residential and commercial zones of the county.

(a) For the purpose of this ~~paragraph~~ section, the following definitions shall apply:

- (1) Fitted cover, for the purpose of this section, means a cover that conforms to the basic shape of the vehicle and covers all portions of such vehicle.
- (2) Motor Vehicle means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.
- (3) Semi-trailer means every vehicle ~~having more than two (2) axles~~, with or without motive power, ~~other than a pole trailer~~, designed for carrying persons or property and for being drawn by a motor vehicle, and ~~so~~ constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and exceeds a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.
- (4) Trailer (other than semi-trailer) means every vehicle ~~having more than two (2) axles~~, with or without motive power, ~~other than a pole trailer~~, designed for carrying persons or property and for being drawn by a motor vehicle, ~~and so constructed that no part of its weight rests upon the towing vehicle; and which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds.~~ This definition excludes camping trailers, boat trailers, travel trailers, and utility trailers, as such are regulated in the Richland County Land Development Code at Section 26-173 (f).

(5) *Truck tractor* means every motor vehicle designed and used primarily for drawing other vehicles; and not so constructed as to carry a load other than a part of the weight of the vehicle and the load ~~so~~ drawn.

(b) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer having more than two (2) axles, or a trailer having more than two (2) axles to be parked on any public street, road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(c) Except as is provided in subsection (d), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are one (1) acre or greater in the (RU) Rural zoning district] unless the entire portion of such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence, or is enclosed under a fitted cover.

(d) Notwithstanding subsections (b) and (c), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, “active loading or unloading” shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, “active loading and unloading” does not include parking or “staging” a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point beyond twenty-four (24) hours.

(~~bc~~) It shall be unlawful for ~~an automobile vehicle~~, motor vehicle, or wheeled conveyance of any kind required by law to be licensed that is unlicensed, or is displaying an expired or invalid licenses to be parked on any public street, ~~or~~ road, right-of-way or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or Multi-Family Residential under the Richland County Zoning Ordinance and the “Zoning Map of Unincorporated Richland County”, as amended.

(ef) All motor vehicles ~~and~~/or trailers without a valid state-issued license plate permitting operation on public roads and highways, which are stored, parked, or located on a lot in any zoning district in the unincorporated areas of the county, except for those parcels that are ~~five (5)~~ three (3) acres or greater in the (RU) Rural zoning district, are required to be kept in a garage, carport, or protected from the elements by a fitted cover; ~~provided, however, in the case of a vehicle protected from the elements by a cover, such covered vehicle shall not be visible from the public right-of-way.~~ Licensed automobile dealerships, persons licensed to conduct businesses involving storage and sale of junk and scrap, trailers utilized as temporary structures in conjunction with construction activities, and vehicles used in agricultural operations and which are not operated on the public roads and highways are exempt.

(dg) Any motor vehicle ~~and~~/or trailer that is not capable of operating in accordance with South Carolina law ~~and~~/or in the case of a motor vehicle, not capable of moving under its own power (even if it has a valid state-issued license plate permitting operation on public roads and highways) shall not be stored, parked, or located on a lot in any residential or commercial zoning district in the unincorporated areas of the county (except for those parcels that are ~~five (5)~~ three (3) acres or greater in the (RU) Rural zoning district) for more than ~~a single period of thirty (30)~~ forty-five (45) consecutive days ~~during any calendar year~~ unless it is kept in an enclosed garage, in a carport ~~attached to the residence,~~ or protected from the elements by a fitted cover; ~~provided, however, in the case of a vehicle protected from the elements by a cover, such vehicle shall not be visible from the public right-of-way.~~

(eh) *Penalties:* ~~Unless otherwise prescribed by law, any owner and/or operator of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor. Upon a finding by a deputy sheriff of a violation, any offender shall have an opportunity to cure the violation within a prescribed period of time; provided that the period of time allowed shall not begin to run until notice of the violation is provided to the offender. Notice shall be sufficient if provided by personal contact directly with the offender or by talking on the telephone with the offender, by the offender having accepted written notice by certified mail, or by placement of a notice of violation on the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer. If the offender, resident, owner of the vehicle, motor vehicle, truck tractor, semi-trailer, or trailer or owner of the real property on which the violation occurred fails to take proper corrective action, in the prescribed time, such person shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined not more than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days, or both. Each day such violation continues after due notice shall be considered a separate offense. Any owner and/or operator of a vehicle, motor vehicle, truck tractor, semi-trailer, or trailer which is in violation of this section (or if the offender is unable to be located, any owner of land on which the violation occurred), and any person who commits, participates in, assists in, or maintains that violation may each be found guilty of a separate offense and suffer the penalties set forth herein. In the event that an offender has been previously cited for or given notice of a violation of this section, enforcement action may be taken immediately without the requirement of an opportunity to cure the violation.~~

(f) *Administration and enforcement:* The Sheriff of ~~the~~ Richland County shall be authorized to enforce the provisions of this section and to engage a towing service to remove any vehicle parked in violation of these regulations, provided the cost of towing services shall be charged to the registered owner of any vehicle so removed.

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 THE ____ DAY

OF _____, 2014

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Military Order of the Purple Heart Road Signs [**PAGES 64-67**]

Notes

November 25, 2014 - The Committee recommended that Council approve the purchase and installation of six (6) road signs that recognize Richland County as a Purple Heart County along the County line on Interstate 20 (I-20), Interstate 26 (I-26) and Interstate 77 (I-77) at an estimated cost of \$5,000.00.

Richland County Council Request of Action

Subject: Military Order of the Purple Heart Road Signs

A. Purpose

County Council is requested to approve the purchase and installation of six (6) road signs that recognize Richland County as a Purple Heart County. The road signs will be installed along the County line on Interstate 20 (I-20), Interstate 26 (I-26) and Interstate 77 (I-77). The signs complement the Proclamation made by County Council on May 7, 2013 declaring Richland County a Purple Heart County.

B. Background / Discussion

The Purple Heart Medal is awarded to members of the armed forces of the U.S. who are wounded in combat. Chartered by the U.S. Congress in 1958, The Military Order of the Purple Heart (MOHP) is an organization composed of military men and women who received the Purple Heart Medal. On May 7, 2013, County Council passed a Proclamation declaring Richland County a Purple Heart County. The City of Columbia and the State of South Carolina have passed this type of Proclamation in the past.

Annually, the Department of South Carolina MOPH holds a State Convention, which was most recently held on May 15, 2014. In April 2014, a citizen requested that the County put up Purple Heart road signs (signs) along the Interstates as you enter the County to inform visitors and attendees of the MOPH State Convention that the County is a Purple Heart County. The citizen contacted the South Carolina Department of Transportation (SCDOT) about installing the signs since the Interstates are maintained by the SCDOT. The SCDOT does not install this type of signage on the Interstates and suggested that the citizen contact the County regarding their request. Due to the timeframe of the request, a Request of Action (ROA) could not be prepared and approved by Council prior to the MOHP State Convention. The citizen, who understood why we could not proceed with his request, contacted the County again in October 2014 regarding the installation of the signs.

Staff is requesting that County Council approve the purchase and installation of six (6) road signs that recognize Richland County as a Purple Heart County along the County line on I-20, I-26 and I-77. The signs can create a symbolic and visual reminder to those that travel through the County as they use the Interstates of the sacrifices made by members of the U.S. Military.

C. Legislative / Chronological History

There is no legislative history associated with this request. This request of action is staff initiated as a result of a citizen request.

D. Financial Impact

Public Works staff has researched the prices for the signs that would be installed, and the cost of all six (6) signs is approximately \$5,000. This cost does not include the time and labor to install the signs, which will be performed by County staff. The cost for purchasing and installing the signs will come out of the Public Works budget.

E. Alternatives

1. Approve the purchase and installation of six (6) road signs that recognize Richland County as a Purple Heart County along the County line on Interstate 20 (I-20), Interstate 26 (I-26) and Interstate 77 (I-77).
2. Do not approve the purchase and installation of six (6) road signs that recognize Richland County as a Purple Heart County along the County line on Interstate 20 (I-20), Interstate 26 (I-26) and Interstate 77 (I-77).

F. Recommendation

Public Works recommends approving the purchase and installation of six (6) signs recognizing Richland County as a Purple Heart County.

Recommended by: Ismail Ozbek, Public Works Director

Department: Public Works

Date: 11/5/14

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: 11/12/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on availability of funding

Procurement

Reviewed by: Cheryl Patrick

Date: 11-12-2014

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on approval by Council and availability of funding.

Legal

Reviewed by: Elizabeth McLean

Date: 11/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council’s discretion. I would suggest getting approval in writing from SCDOT to install the signs before purchase. Additionally, DPW should inquire as to whether SCDOT will require a temporary encroachment permit, or some similar document, for county installation.

Administration

Reviewed by: Sparty Hammett

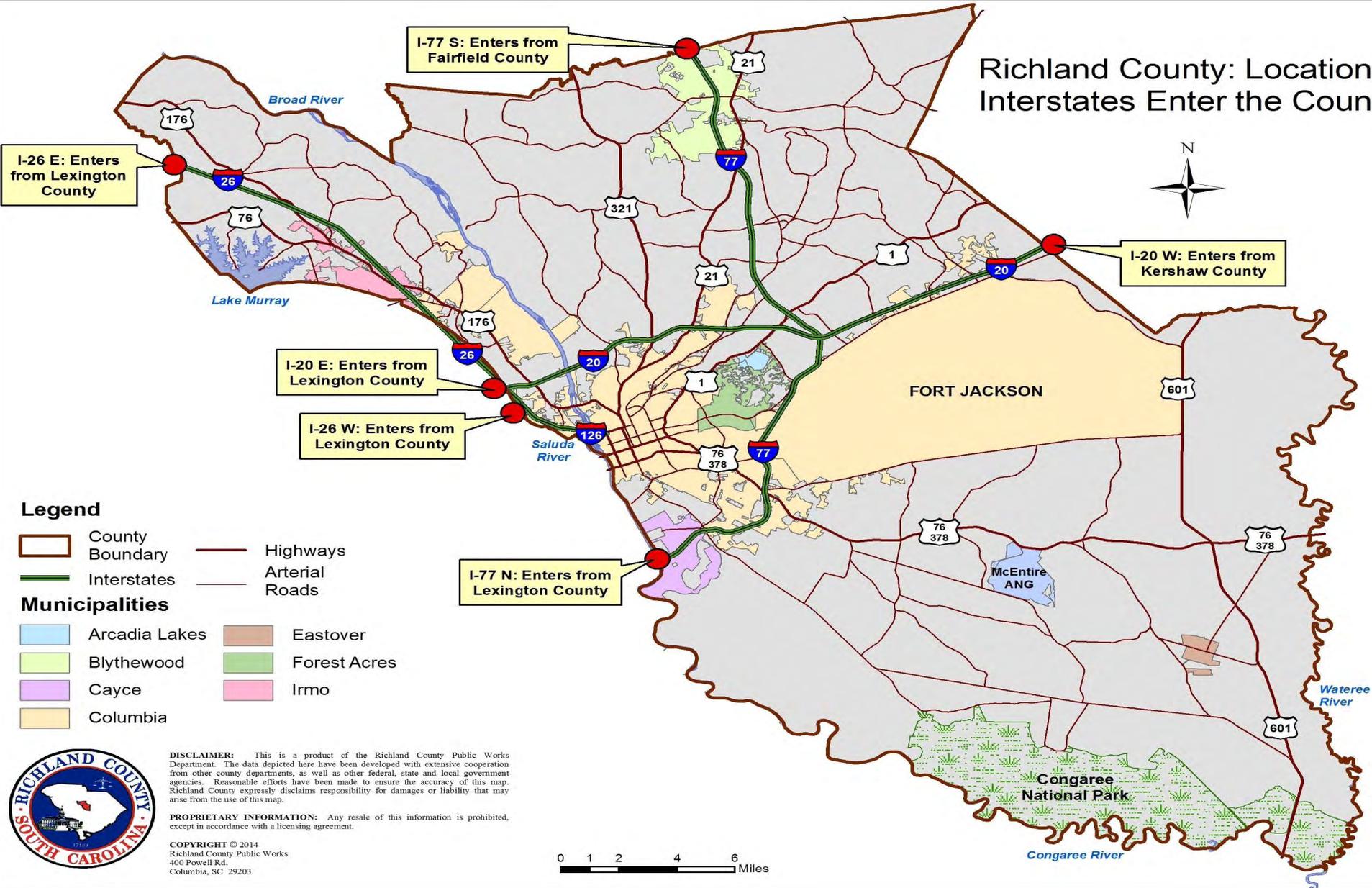
Date: 11/13/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Recommend Council approval. In regard to Ms. McLean’s comments, an encroachment permit will be required by the SCDOT. Public Works would not purchase the signs until approval is received from the SCDOT.

Richland County: Locations Interstates Enter the County



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 400 Powell Rd.
 Columbia, SC 29203



Richland County Council Request of Action

Subject

Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper
[PAGES 68-84]

Notes

November 25, 2014 - The Committee recommended that Council approve the purchase of a high side dumping municipal street sweeper in the amount of \$230,119.00.

Richland County Council Request of Action

Subject: Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper

A. Purpose

County Council is requested to approve the purchase of a Tymco 500X Municipal Street Sweeper (Street Sweeper) from the Amick Equipment Co., Inc. for \$230,119.00 for the Stormwater Division of the County's Public Works Department.

B. Background / Discussion

Streets, roads, highways and parking lots accumulate significant amounts of pollutants that contribute to stormwater pollutant runoff to surface waters. Street sweeping can be an effective measure in reducing pollutants in stormwater runoff coming from roadways and other impervious surfaces. If Council approves this purchase request, the Street Sweeper will be used as a Best Management Practice (BMP) in the implementation of our Municipal Separate Storm Sewer System (MS4) Permit from the South Carolina Department of Health and Environmental Control (DHEC). The County's Public Works Department will operate the Street Sweeper in areas where pollutants in roads can be picked up by stormwater runoff and enter into surface waters. The amount and nature of the removed pollutants will be recorded and provided to DHEC in our Stormwater Division's Annual Report to demonstrate our compliance with our MS4 Permit requirements.

The solicitation (RC-609-B-2015) for the Street Sweeper was posted on October 2, 2014, and the bid was received on October 28, 2014. Amick Equipment Co., Inc. was the sole responder (see attached). The company met all of the requirements and specifications of the advertisement. Both the 2015 Freightliner truck chassis engine and the sweeper assembly John Deere auxiliary engine meet the latest U.S. Environmental Protection Agency's (EPA) Tier IV emissions standards. The Tymco 500X is manufactured in Waco, TX, and is distributed by the Amick Equipment Co., Inc., which is located in Lexington, SC. The unit carries a one year factory warranty, and the warranty service work will be performed at the Amick Equipment Co., Inc. site in Lexington, SC. After the expiration of the warranty period, all the necessary repair and preventative maintenance work will be performed at the County's Fleet Maintenance shop. The delivery of the Street Sweeper is estimated to be 150 days from the issuance of the Purchase Order. Operator and technician training will be provided upon delivery of the Street Sweeper.

C. Legislative / Chronological History

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

D. Financial Impact

Funding for the purchase of the Street Sweeper was approved in the FY2015 Stormwater Division's budget. There are no new funds being requested. The financial impact to the County will be the cost of purchasing the Street Sweeper. Please see the breakdown of the cost of the Street Sweeper below:

Tymco 500X Municipal Street Sweeper	\$228,415.00
Hopper Screen Vibrator (Cab Controls)*	\$1,300.00

Two (2) Hydrant Wrenches*	\$104.00
S.C. Sales Tax	\$300.00
<hr/>	<hr/>
Total Cost	\$230,119.00

*Added option (see attached pricing options)

E. Alternatives

1. Approve the purchase of a Tymco 500X Municipal Street Sweeper from the Amick Equipment Co., Inc. for \$230,119.00 for the Storm Water Division of the County’s Public Works Department.
2. Do not approve the purchase of a Tymco 500X Municipal Street Sweeper from the Amick Equipment Co., Inc. for \$230,119.00 for the Storm Water Division of the County’s Public Works Department. If Council selects this alternative, the Stormwater Division will not be able to take this additional measure to improve our surface water quality and implement our MS4 Permit requirements.

F. Recommendation

It is recommended that Council approve the request for the purchase of the Tymco 500X Municipal Street Sweeper for \$230,119.00.

Recommended by: Ismail Ozbek

Department: Public Works

Date: November 6, 2014

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: 11/7/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 11/7/2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Support Services

Reviewed by: John Hixon

Date: 11/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommend approval of alternative #1. Have confirmed that all bid specifications were met including both engines (Freightliner and John Deere) meeting the EPA tier IV emission standards.

Legal

Reviewed by: Elizabeth McLean

Date: 11/12/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 11/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



RICHLAND COUNTY GOVERNMENT CERTIFIED BID TABULATION

SOLICITATION NUMBER : RC-609-B-2015		PROJECT NAME: 2015 Air Municipal Street Sweeper w/Dual Steering		DATE ISSUED: October 2, 2014	RECEIPT DATE: October 28, 2014	TIME OPEN: 2:00 pm
DEPARTMENT: Public Works: Storm Water		REQUISITION #: R1501420		CONTRACT #:		
POINT OF CONTACT:		T:	F:	EMAIL:	NUMBER OF ADDENDUM ISSUED:	APPARENT LOW BIDDER
ITEM	MINIMUM DESCRIPTION	QTY	UNIT	COMPANY:	COMPANY:	COMPANY:
1	2015 Air Municipal Street Sweeper/Dual Steering	1	each	Amick Equip 228,415-		
2						
3						
4						
5						
6						
7						
8						
SHIPPING TAX						
GRAND TOTAL						
DELIVERY CALENDAR DAYS						
WARRANTY						
GUARANTEE						
NAME AND TITLE OF CERTIFYING OFFICIAL				NAME AND TITLE OF ASSISTANT		
Charles Pepee Moffett				Jennifer Wadischkin - Contract Spec		
SIGNATURE				SIGNATURE		
10/28/2014				10/28/14		
DATE:				DATE:		

RICHLAND COUNTY
PROCUREMENT DEPT
2014 OCT 28 PM 2:00

Pricing Options:

All options listed are in addition to or a deduction from the bid price on the Schedule page from the bid.

Options #1:

2015 International 4300 – M7

Deduct \$ 3,200.00

* Does not meet current Tier Emission and rear axle ratio requirement in bid.

Hose Reel: 50' Retractable hose reel for Hi/Lo wash-down option: Add: \$ 1,300.00

Hydrant Wrench: Add: \$52.00

Hopper Vibrator: Electric with in cab control Add: \$1,850.00

Hopper Screen Vibrator: Air with in cab control Add: \$1,300.00

Sweeper Deluge System: For washing sweeper out Add: \$900.00

Auxiliary Hand Hose: 8" with 10' hose Add: \$1,900.00

Stainless Steel Dust Separator: Add: \$1,000.00



*Additional options
available*

800-922-3795 • www.amickequipment.com

Richland County Bid
RC-609-B-2015 Municipal Air Sweeper with Dual Steering
Opening: October 28st, 2014 @ 2:00pm

Requested Information asked for in bid:

Model Bid:

New 2015 Tymco 500x mounted on 2015 Freightliner M2-106: Meets and exceeds all specifications set forth by Richland County.

Training:

Amick Equipment will deliver the new air sweeper to Richland County on an approved day and will fully train all county operators and service technicians. Training consist on how the machine operates, troubleshooting and servicing the unit. Both operators and county technicians will be trained.

Warranty:

See attached warranty statement from manufacturer. Amick Equipment will administer all claims from our facility in Lexington SC. (1) year full warranty.

On-Site Repair:

Amick Equipment is located in Lexington South Carolina just 20 miles from the Powell Road shop. We have an additional location in Mebane, NC. Amick Equipment has a 6 bay, heavy equipment shop similar to the county's facility to fix and repair anything on the sweeper body. This includes parts replacement, welding, fabrication and painting. All technicians are factory trained and provide quick service in case the need arises.

All parts are stocked in our Lexington, South Carolina location and can be shipped next day air and or picked up at our facility. The chassis service will be handled by Columbia Truck Center on Shop road.

Amick Equipment Co., Inc.
227 Glassmaster Rd
Lexington, South Carolina 29072
Office: 803-359-6656
Fax: 803-359-0925
Email: sales@amickequipment.com

Paul Simmons, Shop Manager
Bruce Harper, Parts Manager
Daniel Osborne, General Manager



REQUESTED Info

800-922-3795 • www.amickequipment.com

Parts Stocking:

As a Tymco dealer we stock all OEM parts in our Lexington South Carolina location. We do have an additional parts warehouse in Greensboro with additional parts stocking. Parts can be shipped overnight or simply picked up at time of need from Lexington.

Loaner Equipment:

In case a warranty repair is longer than 3 days, loaner equipment is available but not guaranteed. Every effort will be made to limit repairs to fewer than 3 days. Loaner equipment is on a first come basis.

Users:

(Model 500x with same options as County bid)

City of Dania Beach, Florida
Joe Kroll 954-924-3743

City of Clearwater
Rick Carnley 727-562-4891

City of Richmond
William Heckstall 804-646-1423

Clark Pavement Marking, NC
Andy Clark 919-362-7544

Sweeping South, SC
Nikki Knapp, 843-345-3760

Other Tymco Users in South Carolina (Contacts available upon request)

City of Columbia
City of Myrtle Beach
University of South Carolina
City of Charleston
City of Greenville
City of Florence
City of Winnesboro
City of Spartanburg
City of Aiken
City of Greenwood
Town of Fort Mill
City of Durham
City of Dillon
City of Greensboro

Service Contact:

Amick Equipment Co., Inc.
227 Glassmaster Rd
Lexington, South Carolina 29072

Paul Simmons, Shop Manager
Office: 803-359-6656
Fax: 803-359-0925
Cell: 803-413-3716
Email: paulsimmons@amickequipment.com

About Amick Equipment:

Amick Equipment was started in 1959 and is in its 55th year in business. Our corporate office and facility is located in Lexington, South Carolina with an additional facility in Greensboro, North Carolina. Family owned and operated, Amick Equipment focuses on the municipal market for both refuse and street equipment. We are committed in customer satisfaction from the point of sale through the life of your equipment.

We are a supporting members of:

South Carolina Public Works Association
South Carolina Association of Counties
South Carolina Municipal League
National Truck Equipment Association
and various local organizations and charities

10/27/14


Notes about the Tymco 500x:

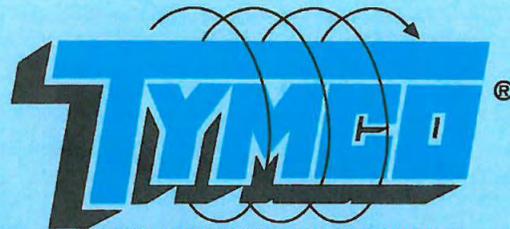
There are a couple of design and safety features that are included in the 500x that are important for both the operator and technician. In addition, there are several features that are standard on the Tymco 500x that other sweepers do not offer or have as additional options.

Design and Safety:

- 11 foot dump height to clear tandem and tri-axle dump trucks used by the County.
- Tilt and seal blower housing eliminates seal wear and increases performance.
- Fast dump cycle of 68 seconds
- All Stainless Hopper and chute for long-lasting protection from abrasion and rust. Stainless will outlast any abrasion resistant or Hardox steel used by other manufacturers. This is standard on the Tymco 500x.
- The Tymco 500x uses a separate dump chute instead of using the hopper door. This prevents damage and warping of the hopper door.
- Broom Assisted Head with broom mounted in the rear of the head for deep scrubbing
- 10,000lb lift capacity for the hopper. Sealed for life pivots that do not require grease.
- High Efficiency centrifugal multi-pass dust separator for less wear and superior cleaning capabilities.
- Rubber lined, aluminum alloy blower wheel is the lightest and longest lasting on the market. Allowing for lower gas consumption and lower operating RPM than any other high dump sweeper.
- The Tymco 500x is the only sweeper that prevents the blower wheel from engaging while the hopper is in the air and being serviced. This keeps technicians from coming in contact with the blower wheel while servicing.
- Ability to service and work on the engine at ground level without the need to raise the hopper or remove shrouds.



Info on the
Tymco 500x



REGENERATIVE AIR SWEEPERS

500X[®]

AIR SWEEPER



High Side Dump

REGENERATIVE AIR SWEEPER[®]

For More Information, Call 1-800-258-9626

MADE IN WACO, TEXAS **USA**

500X[®]

AIR SWEEPER

High Side Dump



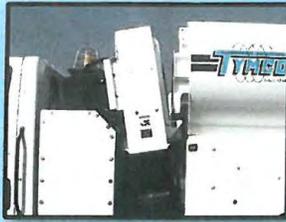
STANDARD FEATURES:

- 1 The large 5.7 cubic yard, heavy duty hopper is constructed of non-magnetic stainless steel. A variable dump height from 2 feet to 11 feet allows dumping into various size and type containers.
- 2 The large hopper door allows easy dumping and is hydraulically and mechanically locked for an air and watertight seal.
- 3 The large stainless steel discharge chute projects debris into the middle of the dump container without the need of a hopper side shift. The chute is designed to float 45 degrees upward, preventing major damage should it come in contact with the debris container.
- 4 The heavy duty scissor lift assembly has a 10,000 lb. lift capacity. All pivots on the lift are self-lubricating and never require greasing. Integral counterbalance holding valves ensure controlled lowering of the lift assembly and serve as redundant safety locks.
- 5 Dual stabilizers automatically deploy before the dump cycle begins assuring unit stability throughout the dumping procedure.
- 6 TYMCO's exclusive Tilt-N-Seal™ blower system utilizes an adjustable spring balance design which ensures long seal life between the hopper and blower housing. The hydraulically driven blower does not operate during the dump cycle and is accessible without having to remove the blower housing.
- 7 Service doors swing open to allow ground level access to the rear mounted sweeper power unit.
- 8 TYMCO's patented dual 43 inch vertical digger gutter brooms are both variable speed and tilting. The brooms are illuminated for night sweeping. All broom functions are controlled from inside the cab by the operator.
- 9 The dust control system features a 250 gallon capacity rustproof reservoir with a hydrant fill hose, auto shut-off and low level indicators. Additionally, the dust control system does not operate when the blower is disengaged; thereby saving water.
- 10 The time tested, heavy duty Broom Assist Pick-up Head (BAH[®]) is controlled from inside the cab and provides extra cleaning power when needed.
- 11 The hopper drain system allows for sweeping in wet weather.
- 12 The electrical system incorporates "state of the art" multiplex diagnostic capability and integral solid-state circuit protection. *(not shown)*
- 13 The Model 500x[®] standard light package includes: behind the cab mounted strobe, two rear mounted LED stop/turn/signal lights, one work light for night time hopper dumping illumination, two rear mounted work lights and four rear mounted LED flashers.



Photo illustrations in this brochure include optional equipment

TYMCO Regenerative



The Tilt-N-Seal™ blower system ensures long seal life between the hopper and blower housing.



The stainless steel hopper and screen is designed with integral openings for cleaning above the screen without the use of drop-down screens or access panels.



The powerful 115 HP John Deere Tier 2 diesel auxiliary engine is located at the rear of the sweeper, reducing cab noise and heat, while also allowing easy access and ground level service.



In cab controls are center mounted and illuminated for ease of operation from either driving position.



The operator friendly cab features dual steering with tilt and dual instrumentation.

Air Cleans Deeper™



The standard Model 500x® chassis is a 33,000 lbs. GVW International chassis featuring:

- A 200 HP turbo-charged engine (50 state emissions)
- Rear air ride suspension (23,000 lbs.) provides constant ride height and stability
- Dual steering with tilt and dual instrumentation
- Air conditioned cab
- Cab air filtration system
- Air ride seats
- Power and heated West Coast mirrors with LED clearance lights

(Contact factory for other available chassis)



The Model 500x sweeper unit never requires greasing, reducing maintenance down-time and maintenance costs.

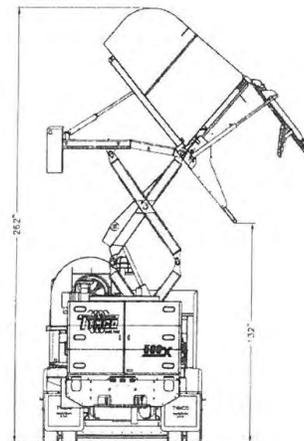
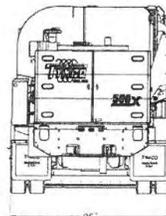
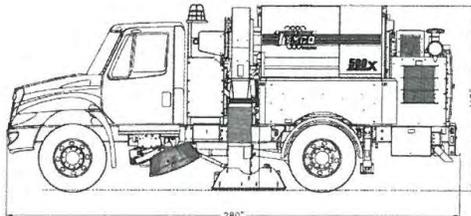


The TYMCO Model 500x® has a large stainless steel discharge chute, which projects debris into the middle of the container without the need of a side shift. The chute is designed to float 45 degrees upward, preventing major damage should it come in contact with the debris container.

OVERALL DIMENSIONS (Approximate)

Length	280" (23' 4") (7112 mm)
Width	96" (8') (2438 mm)
Height	112" (9' 4") (2845 mm)
Dump height	Variable
Maximum...132" (11') (3353 mm)	from bottom of chute to ground
Minimum.....24" (2') (610 mm)	from bottom of chute to ground
Maximum overall clearance height	262" (21' 10") (6655 mm)
Empty weight	21,000 lbs. (9,534 kg)

Dimensions and weight may vary with equipment



Taking **REGENERATIVE AIR** to New Heights!

The TYMCO Model 500x® High Side Dump REGENERATIVE AIR Sweeper is the most innovative product of its kind on the market today. Developed to fulfill the requirements of municipalities, highway departments and contractors who have the need for high dump sweeper applications; the 500x® comes fully equipped with features unmatched in the industry. Once again, TYMCO is sure to revolutionize the way the world sweeps.



The Model 500x® features a variable dump height from 2 feet to 11 feet from the tip of the discharge chute to the ground with the hopper fully tilted, enabling the 500x® to dump into various size containers. The fast 68 second dump cycle means more time sweeping, less time dumping.



TYMCO invented the REGENERATIVE AIR sweeper and continues to lead the field because of our commitment to engineering state-of-the-art equipment that is specifically designed for maximum performance, reliability, ease of operation and safety.



Photo illustrations in this brochure include optional equipment.

Superior Training

We want you to understand the Regenerative Air System and your TYMCO sweeper completely, so you can get optimal performance from your equipment investment. That's why, for more than twenty years, we've offered two-day scheduled training schools at our facility in Waco, Texas. Managers, owners, operators and mechanics get hands-on training and answers to specific questions. Enrollment levels are kept low, so you and your team will get personal attention as well as the opportunity to learn from the experiences of other attendees through the interaction of the class.



Model 600 Illustration

When your operators and mechanics are thoroughly trained and knowledgeable about the TYMCO sweeper, you get better performance and a lower cost per operating hour.

- TYMCO offers full two-day schools
- Choose from over 25 schools scheduled per year
- Yearly class schedules and class agendas are available
- Learn through demonstrations on an operational sweeper
- Special schools arranged for large groups
- Register to attend on our web site

Specifically designed for training, our 3500 square foot, temperature controlled facility provides ample space for demonstrations on an operational sweeper and systems components. We also provide daily ground transportation from the hotel to our training facility, and lunch is on us.



Convenient Dealer Service Centers

In over 50 U.S. locations and dozens of others worldwide, you receive on-the-spot parts and service from TYMCO's exclusive network of dealers.

This product is protected by numerous U.S. and Foreign Patents.

Specifications subject to change without notice.



MODEL HSP®
High Speed Performance for Airport Runways



MODEL 600®
Cabover



MODEL DST-4®
Dustless Sweeping Technology



MODEL 600®
Standard Cab



MODEL 210®
Cabover



MODEL DST-6®
Dustless Sweeping Technology



**TYMCO REGENERATIVE AIR SWEEPERS are
AQMD Rule 1186 Certified PM₁₀-Efficient**



MODEL 435®

0106 - 15M - 01SM © TYMCO International LTD 2006

TYMCO International, LTD. • P.O. Box 2368 • Waco, TX 76703-2368 • (254) 799-5546 • FAX (254) 799-2722



Richland County Council Request of Action

Subject

Authorizing the execution and delivery of an amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide for a new effective date and millage rate; and other matters **[PAGES 85-137]**

Notes

First Reading: October 21, 2014

Second Reading: November 18, 2014

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDMENT TO THE FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND ARUM COMPOSITES, LLC ITS AFFILIATES AND ASSIGNS, TO PROVIDE FOR A NEW EFFECTIVE DATE AND MILLAGE RATE; AND OTHER MATTERS.

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

WHEREAS, pursuant to the Act, the County and Arum Composites, LLC, a company authorized to do business in the State of South Carolina, along with its affiliates and assigns (collectively, “Company”) entered into a “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, with respect to the Company’s investment in the County (“Project”), as amended by the First Amendment to the Fee Agreement, effective December 6, 2011 (“First Amendment,” collectively “Fee Agreement”);

WHEREAS, under the First Amendment, Company and County agreed to, among other things, amend the effective date of the Fee Agreement to December 6, 2011;

WHEREAS, the Act requires the Company to place the Project in service no later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (the “Commencement Date”), which Commencement Date following execution of the First Amendment is December 31, 2014;

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2014, and requests the County to amend the effective date of the Fee Agreement to extend the Commencement Date to December 31, 2015;

WHEREAS, the Act permits the County and the Company to amend the Fee Agreement; and

WHEREAS, in consideration of the extension of the Commencement Date, the Company agrees to amend the Fee Agreement to amend the effective millage rate to be 512.9.

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

Section 1. Authorization to Execute and Deliver Second Amendment to Fee Agreement. The Chair of County Council, or in the Chair’s absence, the Vice-Chair, is authorized and directed to execute and deliver, and the Clerk to County Council is authorized and directed to attest the same, an amendment to the Fee Agreement (“Second Amendment”), which Second Amendment (i) amends the effective date of the Fee Agreement to November 20, 2012, thereby extending the Commencement Date until December 31, 2015; and (ii) revises the effective millage rate to 512.9. The Second Amendment is attached to this

Ordinance as Exhibit A in substantially final form, with such changes as may be required or deemed appropriate by the Chair, or Vice-Chair in the Chair's absence, with the advice of counsel.

Section 2. *Further Acts.* The Chair, or the Vice-Chair in the Chair's absence, and the Clerk to County Council are authorized to execute and deliver such other closing and related instruments, documents, certificates and other papers as are necessary to effect the intent and delivery of the Second Amendment.

Section 3. *General Repealer.* The County Council repeals any part of any ordinance or resolution that conflicts with any part of this Ordinance.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chairman of County Council

ATTEST:

S. Monique McDaniels, Clerk to County Council

READINGS:

First Reading:	October 21, 2014
Second Reading:	November 18, 2014
Public Hearing:	December 2, 2014
Third Reading:	December 2, 2014

EXHIBIT A
SECOND AMENDMENT TO THE FEE AGREEMENT

SECOND AMENDMENT TO THE FEE AGREEMENT

This Second Amendment to the Fee Agreement (“Second Amendment”) is effective December 2, 2014, between Richland County, South Carolina (“County”), a body politic and corporate and political subdivision of the State of South Carolina, and Arum Composites, LLC, a company qualified to do business in the State of South Carolina, its affiliates and assigns (collectively, “Company”).

WHEREAS, each capitalized term not defined in this Second Amendment has the meaning as provided in the “Fee-in-Lieu of Tax and Incentive Agreement,” dated as of February 1, 2008, a copy of which is attached as Exhibit A, as amended by that certain First Amendment to the Fee Agreement, by and between County and Company, with an effective date of December 6, 2011 (the “First Amendment”), a copy of which is attached as Exhibit B (collectively, the “Fee Agreement”) and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (“Act”), and terms not otherwise defined herein shall have the meanings assigned to them in the Fee Agreement;

WHEREAS, under the First Amendment, Company and County agreed to, among other things, amend the effective date of the Fee Agreement to December 6, 2011;

WHEREAS, the Act requires the Company to place the Project in service no later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (the “Commencement Date”), which Commencement Date following execution of the First Amendment is December 31, 2014;

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2014, and requests the County to amend the effective date of the Fee Agreement to extend the Commencement Date to December 31, 2015;

WHEREAS, the County and the Company now desire to amend the Fee Agreement to extend the Commencement Date to December 31, 2015 and make any conforming changes necessary to the Fee Agreement;

WHEREAS, by the County’s Ordinance No. [REDACTED], enacted December 2, 2014, the County authorized the execution and delivery of this Second Amendment; and

WHEREAS, the County and the Company now desire to enter this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Second Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. Fee Agreement Amendments. The County and the Company amend the Fee Agreement as follows:

(a) *Effective Date*. The effective date of the Fee Agreement November 20, 2012.

(b) *Effective Millage Rate*. Section 5.01(b)(ii)(2) is hereby amended to provide for a fixed millage rate of 512.9 to be applicable for the duration of the Fee Agreement.

(c) *Commencement Date*. For purposes of the Act, the Commencement Date for the Project shall not be later than December 31, 2015.

2. Remainder of Fee Agreement. Except as described in this Second Amendment's Section 1, the Fee Agreement remains unchanged and in full force.

3. Severability. If any provision of this Second Amendment is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

4. Counterparts. This Second Amendment may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

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

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chairman of County Council

ATTEST:

S. Monique McDaniels, Clerk to County Council

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

ARUM COMPOSITES, LLC

BY:
ITS:

EXHIBIT A
“FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT”
DATED AS OF FEBRUARY 1, 2008

EXHIBIT B
“FIRST AMENDMENT TO THE FEE AGREEMENT”

FIRST AMENDMENT TO THE FEE AGREEMENT

This First Amendment to the Fee Agreement ("First Amendment") is effective December 6, 2011, between Richland County, South Carolina ("County"), a body politic and corporate and political subdivision of the State of South Carolina, and Arum Composites, LLC, a company qualified to do business in the State of South Carolina, its affiliates and assigns (collectively, "Company").

WHEREAS, each capitalized term not defined in this First Amendment has the meaning as provided in the "Fee-in-Lieu of Tax and Incentive Agreement," dated as of February 1, 2008, a copy of which is attached as Exhibit A ("Fee Agreement"), and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended ("Act"), and terms not otherwise defined herein shall have the meanings assigned to them in the Fee Agreement;

WHEREAS, the Act requires the Company to place Economic Development Property in service not later than the date that must not be later than the last day of the property tax year which is three years from the year in which the County and the Company entered into the Fee Agreement (i.e. no later than December 31, 2011) ("Commencement Date"); and

WHEREAS, the Company does not anticipate commencing the Project until after December 31, 2011;

WHEREAS, the County and the Company now desire to amend the Fee Agreement to extend the Commencement Date to December 31, 2014 and make any conforming changes necessary to the Fee Agreement;

WHEREAS, by the County's Ordinance No. 067-11HR, enacted December 6, 2011, the County authorized the execution and delivery of this First Amendment; and

WHEREAS, the County and the Company now desire to enter this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. Fee Agreement Amendments. The County and the Company amend the Fee Agreement as follows:

(a) *Effective Date*. The effective date of the Fee Agreement shall be the date of the First Amendment.

(b) *Effective Millage Rate*. Section 5.01(b)(ii)(2) is hereby amended to provide for a fixed millage rate of 461.2 to be applicable for the duration of the Fee Agreement.

(c) *Commencement Date*. For purposes of the Act, the commencement date for the Project shall not be later than December 31, 2014.

2. Remainder of Fee Agreement. Except as described in this First Amendment's Section 1, the Fee Agreement remains unchanged and in full force.

3. Severability. If any provision of this First Amendment is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

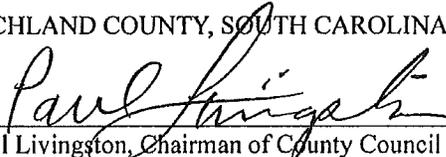
enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom.

4. Counterparts. This First Amendment may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of Page Left Blank]

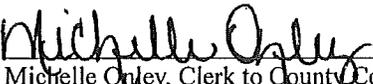
IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by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

RICHLAND COUNTY, SOUTH CAROLINA



Paul Livingston, Chairman of County Council

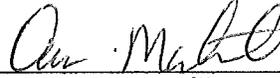
ATTEST:



Michelle Ouley, Clerk to County Council

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

Arum Composites, LLC



BY: Dan Martinelli

ITS: Manager

4-January 2012

VBA
Approved
Z

Execution Copy

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

between

RICHLAND COUNTY, SOUTH CAROLINA

and

ARUM COMPOSITES, LLC

Dated as of February 1, 2008

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement"), dated as of February 1, 2008, between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, and ARUM COMPOSITES, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Company");

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended through the date hereof (the "Code"), particularly Title 12, Chapter 44 thereof (the "FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof; the "Special Source Act") (collectively, the "Act"), and in order to promote the economic development of the County and surrounding areas by inducing investors to locate and/or expand industrial and commercial properties ("Economic Development Property") within the County, thereby expanding the tax base in the County and creating jobs for its citizens: (i) to enter into agreements with such investors pursuant to which such investors will make negotiated fee in lieu of *ad valorem* tax ("FILOT") payments with respect to such Economic Development Property; (ii) to permit investors to claim special source credits against their FILOT payments ("Special Source Credits") to reimburse such investors for qualifying expenditures in connection with infrastructure serving the County and improved or unimproved real estate used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements"); and (iii) to create, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits; and

WHEREAS, the Company plans a significant investment within the jurisdiction of the County through the acquisition of certain land and the construction, equipping and furnishing of certain facilities to be used primarily for commercial services (the "Project"), and the Company anticipates that, should its plans proceed as expected, it will invest a minimum of \$600,000,000 in conjunction with the Project and within the County; and

WHEREAS, such projected investment will qualify the Project as an enhanced investment or "super-fee" under the FILOT Act (an "Enhanced Investment"), which entitles the Company to (i) an extended minimum investment period of eight (8) years (the "Statutory Investment Period") to reach the applicable minimum investment, if any, under Section 12-44-30(7) of the FILOT Act, and (ii) an additional five (5) years beyond the Statutory Investment Period to complete the Project if the Company does not anticipate completing the Project within the Statutory Investment Period and the Company applies to the County for an extension and the County thereby agrees to such an extension (the "Extended Investment Period").

WHEREAS, the County has determined that the Project will subserve the purposes of the Act; the Company is a Project Sponsor and the Project constitutes Economic Development Property and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the County adopted a Resolution on November 20, 2007, pursuant to which the County agreed to negotiate in good faith a FILOT agreement, subject to approval by ordinance of the County Council; and

WHEREAS, the County authorized the foregoing actions to be taken for the benefit of the Company, and ratified all prior actions taken with respect to the Project (including the inducement documents in the name of "Project Y") pursuant to an Ordinance enacted on December 18, 2007; and

WHEREAS, the County has determined that it is in the best interest of the County to enter into this Agreement with the Company subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises; the potential jobs and investment to be created by the Company which contribute to the tax base and the economic welfare of the County; the respective representations and agreements hereinafter contained; and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

[Article I follows on next page]

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Act*” shall mean, collectively, the FILOT Act, the Multi-County Park Act and the Special Source Act, as amended through the date hereof.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including attorneys’ fees; provided, however, that no such expense shall be considered an Administration Expense unless the County and the Company shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred and that the County shall have furnished to the Company an invoice or itemized statement of all expenses incurred; and provided, further, that nothing herein shall be construed as prohibiting the County from engaging the counsel of its choice for matters deemed necessary and prudent by the County.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina, 1976, as amended through the date hereof unless the context clearly requires otherwise.

“*Co-Investor*” shall mean any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(A)(18) and (19) of the Code, any Corporate Affiliate of the Company, any developer in a build-to-suit arrangement with respect to the Project, any lessor of equipment or other property comprising apart of the Project, any financing entity or other third party investing in or providing funds for the Project. The Company shall notify the County in writing of the identity of any Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by such Co-Investor pursuant to **Section 8.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. The Company has not identified any Sponsor, Sponsor Affiliate or other Co-Investor as of the date of execution and delivery of this Agreement.

“*Company*” shall mean ARUM COMPOSITES, LLC, a Delaware limited liability company, and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 7.02** or **8.01** hereof or any other assignee hereunder which is designated by the Company and approved by the County.

“*Corporate Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which owns all or part of the Company or which is owned in whole or in part by the Company or by any partner, shareholder, or owner of the Company.

“*County*” shall mean Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

“*Council*” shall mean the governing body of the County.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Code, excluding specifically any Non-Qualifying Property.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 10.01** hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property under this Agreement pursuant to Section 12-44-110 of the Code, including without limitation property which has been subject to *ad valorem* taxes in the State prior to commencement of the Investment Period and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (c) property purchased by or on behalf of the Company during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company invests, or causes to be invested, at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (c); or (d) modifications which constitute an expansion of the real property portion of Existing Property, all as determined pursuant to Section 12-44-110 of the Code.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*FILOT Payments*” or “*FILOT Revenues*” shall mean the payments to be made by the Company pursuant to **Section 5.01** hereof.

“*Investment Period*” shall mean the period for completion of the Project, which shall be equal to the Statutory Investment Period unless hereinafter extended by Resolution of the Council; provided that there shall be no extension of the period for meeting the Minimum Investment Requirement beyond the Statutory Investment Period, all determined as specified in Section 12-44-30(13) of the Code.

“*Land*” shall mean the land upon which the Project would be constructed, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with the provisions hereof.

“*Minimum Investment Requirement*” shall mean investment in the Project within the County by any one of the Company or any Sponsor or Sponsor Affiliate of not less than \$600,000,000 prior to the end of the Statutory Investment Period.

“*Multi-County Park*” shall mean the multi-county industrial or business park established pursuant to the Multi-County Park Agreement, and any multi-county industrial or business park which includes the Project and which is designated by the County as such pursuant to any agreement which supersedes or replaces the initial Multi-County Park Agreement.

“*Multi-County Park Act*” shall mean Title 4, Chapter 1 of the Code, as amended through the date hereof.

“*Multi-County Park Agreement*” shall mean that certain Master Agreement Governing the I-77 Corridor Regional Industrial Park between the County and Fairfield County, South Carolina, dated as of April 15, 2003, as amended, supplemented, or replaced from time to time.

“*Multi-County Park Fee*” shall mean the fees payable by the County to Fairfield County, South Carolina, or any successor thereto under the Multi-County Park Agreement.

“*Negotiated FILOT*” or “*Negotiated FILOT Payments*” shall mean the FILOT Payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Economic Development Property which qualifies pursuant to the FILOT Act for the assessment ratio and negotiated millage rate described in **Section 5.01(b)(i)** hereof.

“*Non-Qualifying Property*” shall mean that portion of the facilities located on the Land and consisting of: (i) Existing Property; (ii) except as to Replacement Property, property which the Company places in service after the end of the Investment Period; and (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the FILOT Act, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to **Section 4.03(a)(ii)** hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean: (i) the Land and all buildings, structures, fixtures and other real property improvements constructed thereon; (ii) all machinery, equipment, furnishings and other personal property acquired by or on behalf of the Company for use on or about the Land; and (iii) any Replacement Property; provided, however, that, except as to the Land and any Replacement Property, the term Project shall be deemed to include such real property improvements and personal property, whether now existing or hereafter constructed or acquired, only to the extent placed in service by the end of the Investment Period, and the term Project shall be deemed to exclude any Existing Property or other Non-Qualifying Property.

"Property Tax Year" shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, the period ending on December 31 of each year.

"Released Property" shall include Economic Development Property which is scrapped, sold, disposed of, or released from this Agreement by the Company pursuant to **Section 4.03** hereof and Section 12-44-50(B) of the Code; any portion of the Economic Development Property constituting infrastructure which the Company dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code; and any Economic Development Property damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

"Replacement Property" shall mean all property installed in or on the Land in substitution of, or as replacement for, any Released Property, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Code.

"Special Source Act" shall mean Section 4-1-175 of the Code, as amended through the date hereof.

"Special Source Credits" shall mean the credits described in **Section 3.03** hereof.

"Special Source Improvements" shall mean any qualifying infrastructure defined under Section 4-29-68 of the Code, as amended through the date hereof, and shall be deemed to include initially, for purposes of this Agreement, the Land, the buildings, fixtures and other real property improvements on the Land and any additions or improvements to any of the foregoing, whether paid for by the Company or any Co-Investor directly or through lease payments.

"Sponsor" and *"Sponsor Affiliate"* shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 8.03** hereof and Sections 12-44-30(A)(18) or (19) and Section 12-44-130 of the Code if the statutory investment requirements are met.

"State" shall mean the State of South Carolina.

"Statutory Investment Period" shall mean the period commencing on the date of the first expenditures with respect to the Project and ending eight (8) years after the end of the Property Tax Year in which the initial phase of the Project is placed in service, all as specified in Section 12-44-30(13) of the Code. For illustrative purposes, if the initial phase of the Project should be placed in service in the Property Tax Year ending on December 31, 2008, the end of the Statutory Investment Period would be December 31, 2016.

"Term" shall mean the term of this Agreement, as set forth in **Section 9.01** hereof.

"Transfer Provisions" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.02 References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement, the Negotiated FILOT Payments and Special Source Credit arrangements as set forth herein, the inclusion of the Project in the Multi-County Park, and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) The County has determined that the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the undersigned representatives of the County, conflict with or constitute a breach of, or a default under, any existing law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the undersigned representatives of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the undersigned representatives of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any South Carolina court or before any South Carolina governmental authority or arbitration board or tribunal, any of which to the best knowledge of the undersigned representatives of the County could materially adversely affect this Agreement or which could adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02 Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware; has all requisite power to enter into this Agreement and to carry out its obligations hereunder; and by proper action has been duly

authorized to execute and deliver this Agreement. The Company's fiscal year end is December 31 of each year, and the Company will notify the County of any changes in the fiscal year of the Company.

(b) If the Company elects to go forward with the Project, the Company and/or one or more Corporate Affiliates will operate the Project primarily for the purpose of commercial services and be entitled to all the rights and benefits provided hereunder.

(c) The agreements with the County with respect to the FILOT, the Special Source Credits, and the Multi-County Park were factors in inducing the Company to consider locating the Project within the County and the State.

(d) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

[End of **Article II**]

ARTICLE III

CERTAIN UNDERTAKINGS OF THE COUNTY

Section 3.01 Agreement to Accept FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Economic Development Property until this Agreement expires or is sooner terminated. The County makes no warranty, either express or implied, as to the title to any part of the Project or the design, capabilities, or condition of the Project or that it will be suitable for the Company's purposes or needs.

Section 3.02 Special Source Credits.

(a) As reimbursement for the Company's investment in Special Source Improvements pursuant to **Section 4.04** hereof, the County agrees that the Company shall be entitled to claim annual Special Source Credits in amounts equal to 27% of its annual FILOT payments during the Terms of this Agreement, subject to adjustment as provided herein, all in accordance with the Special Source Act. In no event shall the aggregate amount of the Special Source Credits exceed the amount heretofore or hereafter expended by the Company or any Co-Investor with respect to Special Source Improvements relating to the Property. The Company shall claim such Special Source Credits by filing with the County Administrator and the County Auditor, at the time it makes its FILOT Payment, an Annual Special Source Credit Certification (substantially in the form of Exhibit B-1 hereto) showing the amount of aggregate investment in the Project and Special Source Improvements and the calculation of the Special Source Credits. The amount of such Special Source Credit, after confirmation by the County and the County's agreement therewith, shall be deducted by the County from its annual FILOT bill.

(b) THE SPECIAL SOURCE CREDITS AUTHORIZED HEREIN SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY, BUT SHALL BE A SPECIAL LIMITED OBLIGATION PAYABLE SOLELY FROM THE FILOT PAYMENTS RECEIVED BY THE COUNTY, IF ANY, HEREUNDER WITH RESPECT TO THE PROJECT.

(c) If investment in the Project does not aggregate \$600,000,000 or more by the end of the Statutory Investment Period, the County reserves the right to terminate or adjust the Special Source Credits. The County may exercise such option to terminate or adjust the Special Source Credits at any time following the date that is the earliest of (i) the date the Company files with the County Administrator and the County Auditor, an Annual Aggregate Investment Certification (substantially in the form of Exhibit B-2 hereto) stating whether the aggregate investment in the Project has or has not reached, or is not anticipated to reach, \$600,000,000 by the end of the Statutory Investment Period, or (ii) the final day of the Statutory Investment Period. The Company shall file such Annual Aggregate Investment Certification at such time it files its Annual Special Source Credit Certificate. Such Annual Aggregate Investment Certification and Annual Special Source Credit Certificate shall be sent by way of regular mail delivery to the County Administrator and the County Auditor.

Section 3.03 Related Undertakings.

(a) The County will designate the Project as part of a Multi-County Park pursuant to the Multi-County Park Act and will, to the extent permitted by law, use its best, reasonable efforts to maintain such designation on terms which provide any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks for all jobs created by the Company during the Investment Period and which facilitate the Special Source Credit arrangements set forth herein. The County will be responsible for payment of the Multi-County Park Fee in accordance with the terms of the Multi-County Park Agreement.

(b) The County hereby agrees to use its best efforts to pursue and assist the Company in pursuing the maximum amount of grant funds possible for construction of infrastructure which is reasonably required in connection with the Project, without any commitment, whatsoever, on the part of the County that any such grant funds will be available. Further, the County shall render customary assistance to the Company in obtaining necessary permits required for the Project.

[End of Article III]

ARTICLE IV

INVESTMENT BY THE COMPANY IN PROJECT AND SPECIAL SOURCE IMPROVEMENTS; MAINTENANCE AND MODIFICATION

Section 4.01 Acquisition and Development of Project.

(a) The Company agrees that in order to fully qualify for the benefits of this Agreement it must acquire and/or develop, or cause to be acquired and/or be developed, the Project, as the same shall be determined from time to time by the Company in its sole discretion, and to expend or cause to be expended upon the Cost of the Project not less than \$600,000,000 or to the end of the Investment Period; provided, however, that the benefits provided to the Company under this Agreement shall be subject to adjustment or termination as provided in Sections 3.02 and 5.01 hereof if the aggregate investment in the Project does not reach the levels specified therein. As required by Section 12-44-30(2) of the Code, at least a portion of the assets comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three years from the year in which this Agreement is executed and delivered.

(b) Expenditures by Co-Investors shall, together with expenditures by the Company, count toward all investment requirements set forth in this Agreement, including, to the full extent permitted by the FILOT Act, the Minimum Investment Requirement. Aggregate investment shall generally be determined by reference to the Property Tax Returns of the Company and any Co-Investor pertaining to the Project and filed with respect to each Property Tax Year during the Investment Period.

(c) To encourage the Company to increase its investment in the Project, if the investment in the Project reaches at least \$600,000,000 by the end of the Statutory Investment Period and the Company commits to additional investment in the Project, upon the Company's written request, the County, acting by Resolution, will consider extension of the period for completion of the Project for up to an additional five years (the "Extended Investment Period") (such Statutory Investment Period or Extended Investment Period, as the case may be, referred to herein as the "Investment Period"); provided, however, that there shall be no extension of the period for meeting the Minimum Investment Requirement beyond the Statutory Investment Period.

(d) The Company and/or its designated Co-Investor shall retain title to the Project throughout the Term of this Agreement, and the Company and any such Co-Investor shall have full right to mortgage or encumber the Project in connection with any financing transaction as the Company deems suitable.

Section 4.02 Maintenance of Project. During the Term of this Agreement, and subject to the Company's rights under Section 4.03 hereof, the Company at its own expense will keep and maintain the Project in good operating condition.

Section 4.03 Modification of Project.

(a) As long as no Event of Default exist hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may during the Investment Period, at its own expense, add all such real and personal property as the Company in its discretion deems useful or desirable to the Economic Development Property qualifying for the Negotiated FILOT under **Section 5.01** hereof without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 8.01** hereof with respect to Economic Development Property, in any instance where the Company in its discretion determines that any items included in the Project, including any Economic Development Property and any portion of the Land, have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such items or portions of the Land from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in its discretion by written notice to the County, remove any Economic Development Property, real or personal, from the Negotiated FILOT set forth in this Agreement and retain such property for use as part of its operations in the County, and thereafter such property will be subject to *ad valorem* taxes.

(b) If the Company sells, leases, or otherwise disposes of any portion of, the Land to a third party that is not a Co-Investor, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement. If the Company adds any real property to the Land, the Company shall deliver to the County, within 30 days thereafter, a new **Exhibit A** to this Agreement.

(c) All Economic Development Property sold, leased or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

(d) No release of Project Property effected under the provisions of this Agreement shall entitle the Company to any abatement or diminution of the amounts payable by the Company hereunder except the FILOT payment as specified in **Section 5.01**.

Section 4.04 Funding for Special Source Improvements. Company hereby agrees to provide funding for the Special Source Improvements related to the acquisition and construction of the Project.

[End of Article IV]

ARTICLE V

FILOT PAYMENTS

Section 5.01 FILOT Payments.

(a) In accordance with the Act, the parties hereby agree that, during the Term hereof, there shall be due annually with respect to that portion of the Project constituting Economic Development Property, whether owned by the Company or by a Sponsor or Sponsor Affiliate, a Negotiated FILOT calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. If the Company designates any Sponsor or Sponsor Affiliates pursuant to **Section 8.03** hereof, the Company must notify the County in writing at the time of such designation as to whether the Company or the Sponsor or Sponsor Affiliate shall be primarily liable for the FILOT Payments hereunder. Unless and until such notification is received, and the County consents in writing, the Company shall be primarily liable for all FILOT Payments and other obligations due hereunder.

(b) The Company elects to calculate the Negotiated FILOT Payments in accordance with Section 12-44-50(A)(1)(b)(i) of the Code, and, subject to adjustment pursuant to paragraph (j) below for failure to meet or maintain the Minimum Investment Requirement and to adjustment pursuant to the other provisions of this **Section 5.01**, in accordance with the following provisions:

(i) For each annual increment of investment in Economic Development Property, the annual Negotiated FILOT Payments shall be payable for a consecutive period of up to 30 years. Accordingly, if such Economic Development Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a consecutive period of 30 years, up to an aggregate of 38 years or, if the Investment Period is extended to the Extended Investment Period, up to an aggregate of 43 years.

(ii) The Negotiated FILOT shall be calculated using (1) an assessment ratio of 4%; (2) a millage rate of 388.7, which is the millage rate applicable in the County as of June 30, 2007 for the particular taxing district in which the Land is located, fixed for the entire term of this Agreement; and (3) the fair market value of such Economic Development Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Code, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment and the original income tax basis for any personal property less allowable depreciation (except depreciation due to extraordinary obsolescence) as determined by the Department of Revenue.

(iii) All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five-year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code.

(iv) For purposes of calculating the Negotiated FILOT, the Economic Development Property shall not include any Released Property or Non-Qualifying Property.

(c) The Negotiated FILOT Payments are to be recalculated:

(i) to reduce such payments in the event the Company disposes of any part of the Economic Development Property within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03(a)(ii)** hereof, by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Economic Development Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, which damage, destruction, loss, theft and/or condemnation would substantially impair the value of the Project or such portion thereof;

(iii) to increase such payments in the event the Company adds any Economic Development Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company elects to convert any portion of the Economic Development Property from the Negotiated FILOT to *ad valorem* taxes, as permitted by **Section 4.03(a)(iii)**.

(d) Upon the Company's installation of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject

to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the Negotiated FILOT Payments for the remaining portion of the thirty-year period applicable to the Released Property.

(ii) The Company shall maintain records sufficient to identify all Replacement Property, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the Released Property.

(e) In the event that, for any reason, the FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Economic Development Property affected by such circumstances *ad valorem* taxes and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code (a "Deficiency Payment").

(f) If the Company fails to invest at least \$600,000,000 in the Project within the Statutory Investment Period but invests at least \$100,000,000 in the Project within five years from the end of the property tax year in which this Agreement is executed, the Negotiated FILOT shall be adjusted such that it is calculated for all succeeding tax years based on a 6% assessment ratio. With respect to all tax years for which the Company has paid a Negotiated FILOT calculated using a 4% assessment ratio, the Company shall pay to the County, within 30 days of receipt of written notice requesting payment, the difference between the FILOT Payments theretofore actually paid and the FILOT Payments that would have been paid based on a six percent (6%) assessment ratio, with such difference being subject to interest as provided in Section 12-54-25(D) of the Code, and the Statutory Investment Period shall be revised to five (5) years.

(g) If the Company fails to maintain its investment at the level of \$100,000,000 (without regard to depreciation) for the duration of this Agreement, the County reserves the right to terminate this Agreement retroactively. If the County terminates this Agreement retroactively, the Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable with respect to such property within 30 days of the County provided written notice to the Company of such Deficiency Payment. To the extent necessary to collect a Deficiency Payment under this clause (ii) due to failure to maintain a \$100,000,000 investment, Section 12-44-140(D) of the Code provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(h) In the event that the Company's investment in the Project reaches the Minimum Investment Requirement but, based on original income tax basis without regard to depreciation falls below the Minimum Investment Requirement, the Company shall make FILOT payments for the Project based on a 6% assessment ratio prospectively for the remainder of the term of this Agreement.

(i) In accordance with the provisions of **Sections 4.01(b)** and **8.03** hereof except for Existing Property, the fair market value of all property utilized by the Company at the Project site, whether owned by the Company outright or utilized by the Company pursuant to any financing agreement or any lease or other arrangement with any Co-Investor and whether or not subject to this Agreement, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Act.

(j) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid within ninety (90) days following receipt by the Company of notice that there has been a final determination by the County that such a Deficiency Payment or other retroactive payment is due.

[End of Article V]

ARTICLE VI

PAYMENT OF EXPENSES BY COMPANY

Section 6.01 Payment of Administration Expenses. Within thirty (30) days after receipt of an invoice, the Company will pay the County's attorneys' fees incurred to date in an amount not to exceed \$15,000. Thereafter, the Company will reimburse the County from time to time for its Administration Expenses, including attorneys' fees, promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the incentives authorized by this Agreement, and, aside from the attorneys' fees, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby.

Section 6.02 Indemnification.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (the "Indemnified Parties") harmless against and from all claims by or on behalf of any Person arising from the County's performance of its obligations under this Agreement. If such claim shall be made against any Indemnified Party, then subject to the provisions of paragraph (b) below, the Company shall defend them in any such action or proceeding.

(b) Notwithstanding anything herein to the contrary, the Company shall not be required to indemnify any Person against any claim or liability (i) occasioned by acts of such Person which are unrelated to the performance of the County's obligations hereunder; (ii) resulting from such Person's own negligence, bad faith, fraud, deceit or willful misconduct; (iii) for which the Company was not given the reasonable opportunity to contest; or (iv) to the extent such claim or liability is covered by insurance pertaining to the loss sustained. An Indemnified Party may not avail itself of the indemnification provided in this Section 6.02 unless it provides the Company with prompt notice of the existence or threat of any such claim or liability, including without limitation copies of any citations, orders, fines, charges, remediation requests or other claims or threats of claims, in order to afford the Company reasonable time in which to defend against such claim. Upon such notice, the Company shall resist or defend against any such claim, action or proceeding at its expense, using counsel of its choice. The Company shall be entitled to manage and control the defense of or response to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Parties; provided that the Company shall not be entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of such Indemnified Party. To the extent that any Indemnified Party desires to use separate counsel for any reason other than a conflict of interest, such Indemnified Party shall be responsible for its independent legal fees.

Section 6.03 Defaulted Payments. In the event the Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid. If any such default relates to its obligations to make FILOT Payments hereunder, the Company agrees to pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Code.

[End of Article VI]

ARTICLE VII

PARTICULAR COVENANTS AND AGREEMENTS

Section 7.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project as it deems fit for any lawful purpose authorized pursuant to the Act.

Section 7.02 Maintenance of Existence. Unless the County shall consent otherwise, which consent shall not be unreasonably withheld, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property (except, in either case, where the resulting, surviving, or transferee entity is the Company or an Corporate Affiliate of the Company, as to which such consolidation, merger, or transfer the County hereby consents). The resulting, surviving or transferee entity, if not the Company, shall, within sixty (60) days following any such merger, consolidation or transfer, provide the County with written notification of such event together with a copy of the written instrument by which such resulting, surviving, or transferee entity has assumed the rights and obligations of the Company under this Agreement. The Company acknowledges that, except as permitted herein, transfers of this Agreement or Economic Development Property may cause the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 7.03 Records and Reports. The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project which are placed in service in each Property Tax Year during the Investment Period, the amount of investment in the Project and in Special Source Improvements, and its computations of all Negotiated FILOT Payments and Special Source Credits and to comply with all reporting requirements of the State and the County applicable to Economic Development Property under the Act, including without limitation the reports required by 12-44-90 of the Code (collectively, "Filings"); provided, however, that the parties hereby waive in its entirety the requirement under Section 12-44-55 of the code for a recapitulation of the terms of this Agreement. Specifically, the Company shall provide the following:

(a) Each year during the Term hereof, the Company shall deliver to the County Administrator, County Auditor and the County Assessor a copy of its most recent annual filings made with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(b) The Company shall cause a copy of this Agreement, as well as a copy of the completed form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of execution and delivery hereof with the County Administrator, County Auditor and the County Assessor of the County and of any county which is a party to the Multi County Park Agreement and with the Department of Revenue and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate. Notwithstanding any other provision of this

Section, the Company may, by clear, written designation, conspicuously marked, designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments. Except to the extent required by law, the County shall not knowingly and voluntarily release information, which has been designated as confidential or proprietary by the Company.

[End of Article VII]

ARTICLE VIII

CONVEYANCES; ASSIGNMENTS; SPONSORS AND SPONSOR AFFILIATES

Section 8.01 Conveyance of Liens and Interests: Assignment. The Company may at any time (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Economic Development Property to any Person; or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Economic Development Property, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such Economic Development Property, as long as the transferee in any such arrangement leases the Economic Development Property in question to the Company or any of its Corporate Affiliates or operates such assets for the Company or any of its Corporate Affiliates or is leasing such Economic Development Property in question from the Company or any of its Corporate Affiliates. In order to preserve the benefits of the Negotiated FILOT hereunder with respect to property so transferred: (i) except in connection with any transfer to a Corporate Affiliate of the Company, or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company shall first obtain the written consent of the County; (ii) except where a financing entity which is the income tax owner of all or part of the Economic Development Property, is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company hereunder, or where the County consents in writing or where the transfer relates to Released Property pursuant to **Section 4.03** hereof, no such transfer shall affect or reduce any of the obligations of the Company hereunder; (iii) to the extent that the transferee or financing entity shall become obligated to pay make Negotiated FILOT Payments hereunder, the transferee shall assume the then current basis of the Company (or other income tax owner) in the Economic Development Property transferred; (iv) the Company, transferee or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (v) the Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Economic Development Property may cause all or part of the Economic Development Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 8.02 Sponsors and Sponsor Affiliates. The County hereby authorizes the Company to designate from time to time Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(18) or (19), respectively, and Section 12-44-130 of the Code, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Corporate Affiliates of the Company or other Persons described in **Section 8.01(b)** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of

Sections 12-44-30(18) or (19) and Section 12-44-130 of the Code must be approved by Resolution of the County Council. To the extent that a Sponsor or Sponsor Affiliate invests an amount equal to the Minimum Investment Requirement at the Project prior to the end of the Statutory Investment Period, the investment by such Sponsor or Sponsor Affiliate shall qualify for the Negotiated FILOT payable under **Section 5.01** hereof in accordance with Section 12-44-30(18) of the Code. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate so designated within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service assets to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Code.

[End of Article VIII]

ARTICLE IX

TERM; TERMINATION

Section 9.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 9.02 Termination. The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. The County may elect to terminate this Agreement if the Company fails to meet and maintain a minimum investment of \$100,000,000, and if the Agreement is terminated, the Project shall be subject retroactively to *ad valorem* taxes as provided in Section 5.01 hereof and any amounts due to the County as a result thereof shall be due and payable as provided in Section 5.01 hereof. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for such retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights, as it would have with respect to *ad valorem* taxes and the County's rights owing hereunder at the time of such termination shall survive any such termination.

[End of Article IX]

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.01 Events of Default by the Company. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within 30 days following receipt of written notice of such default from the County; or

(b) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (a), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default; provided, the County may, in its discretion, grant the Company a longer period of time as necessary to cure such default if the Company proceeds with due diligence to cure such default; and provided further, that no Event of Default shall exist under this paragraph (b) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

The Company's failure to meet any investment requirements set forth herein shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company to make certain additional payments to the County, all as set forth in **Sections 3.03, 4.01 and 5.01** hereof.

Section 10.02 Remedies on Event of Default by the Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies:

(a) terminate this Agreement by delivery of written notice to the Company not less than 60 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT pursuant hereto as provided in **Section 7.03** hereof; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the Company's FILOT Payment obligations hereunder, it being the express intent of the parties that the County, without limitation, shall have the same remedies available by law to collect FILOT Payments as if they were delinquent *ad valorem* tax payments.

Section 10.03 Application of Monies upon Enforcement of Remedies against Company. Any monies received by the County upon enforcement of its rights hereunder shall be applied as follows: first, to the reasonable costs associated with such enforcement proceedings; second, to

pay Administration Expenses; and third, to pay the Negotiated FILOT in accordance with **Section 5.01** hereof.

Section 10.04 Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

[End of Article X]

ARTICLE XI

MISCELLANEOUS

Section 11.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers, or remedies.

Section 11.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, any Sponsor or Sponsor Affiliates designated pursuant to **Section 8.03** hereof and their respective successors and assigns as permitted hereunder.

Section 11.03 Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via facsimile transmission or reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Richland County
2020 Hampton Street
Columbia, South Carolina 29204
Attn.: J. Milton Pope, Administrator

(b) with a copy (which shall not constitute notice) to:

Ray E. Jones, Esquire
Parker Poe Adams & Bernstein LLP
Post Office Box 1509
Columbia, South Carolina 29202-1509
Phone: 803-253-8917
Fax: 803-255-8017
Email: rayjones@parkerpoe.com

Larry Smith, Esquire
County Attorney
Richland County
2020 Hampton Street
Columbia, South Carolina 29204

(c) As to the Company:

ARUM COMPOSITES, LLC
c/o Corporation Service Company
2711 Centerville Road, Suite 300
PMB 811
Wilmington, Delaware 19808

(d) with a copy (which shall not constitute notice) to:

Larry D. Estridge, Esq.
Womble Carlyle Sandridge & Rice, PLLC
Post Office Box 10208
Greenville, South Carolina 29603-0208
Phone: 864-255-5401
Fax: 864-255-5481
Email: lestridge@wcsr.com

Section 11.04 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 11.05 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 11.06 Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 11.07 Headings and Table of Contents: References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 11.08 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 11.09 Amendments. Subject to the limitations set forth in Section 12-44-40(J)(2) of the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 11.10 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

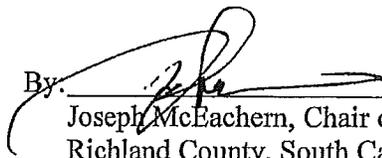
Section 11.11 Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County Administrator and/or County Auditor without necessity of further proceedings. To the extent that additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 11.12 Limited Obligation of the County with Respect to Project. THE PROJECT SHALL GIVE RISE TO NO PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

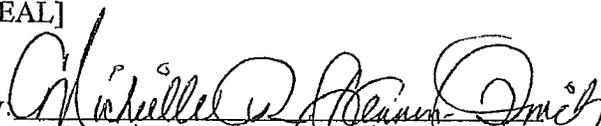
[End of Article XI]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

RICHLAND COUNTY, SOUTH CAROLINA

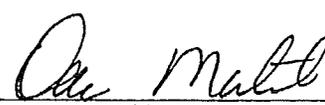
By: 
Joseph McEachern, Chair of County Council
Richland County, South Carolina

[SEAL]

By: 
Michelle Cannon-Finch, Clerk to County Council
Richland County, South Carolina

Date: 02/21, 2008

ARUM COMPOSITES, LLC

By: 
Name: Dan Martinelli
Its: Manager

Date: 08 February, 2008



EXHIBIT A

LEGAL DESCRIPTION

Firetower Parcel

That tract of land in Richland County, South Carolina, being shown and designated as "Firetower I-77 Partners Parcel 1" containing 171.180 acres on ALTA/ACSM Land Title Survey, Project-Arum Composites, LLC prepared by B.P. Barber & Associates, Inc., dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1061 at page 807, together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

City of Columbia Parcel

That tract of land in Richland County, South Carolina, being shown and designated as "City of Columbia Parcel 2" containing 294.788 acres on ALTA/ACSM Land Title Survey, Project-Arum Composites, LLC prepared by B.P. Barber & Associates, Inc., dated May 9, 2007, revised September 25, 2007, recorded in the Office of the Register of Deeds for Richland County in Book 1061 at page 807, together with any gores or strips, if any, between the common boundaries of Parcel 1 and Parcel 2.

Exhibit A-1

COL 73900v4

EXHIBIT B-1

ANNUAL SPECIAL SOURCE CREDIT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2008 (the "Agreement") between ARUM COMPOSITES, LLC (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which the Company and any Co-Investors must have invested an aggregate of at least \$600,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[___].

2. [Insert either (a) or (b) below, as applicable:

(a) The Statutory Investment Period has not yet elapsed. To date, the Company and all Co-Investors have invested in the aggregate \$ _____ (without regard to depreciation) in the Project, and the Company anticipates that investment in the Project will aggregate at least \$600,000,000 prior to the end of the Statutory Investment Period.

or

(b) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period.]

3. The Company is entitled to claim Special Source Credits against its annual Personal Property FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the FILOT payment due on January 15, 200[___].

4. The Company and all Co-Investors have to date expended in the aggregate (without regard to depreciation) not less than \$_____ upon Special Source Improvements ("Reimbursable Costs"), and the Company has heretofore claimed an aggregate of \$_____ in Special Source Credits ("Prior Credits"), leaving \$_____ in funding for Special Source Improvements not heretofore reimbursed through Special Source Credits ("Unreimbursed Costs").

5. The invoice for FILOT payments for tax year _____ provided to the Company by the County Auditor specifies that the FILOT payment due on January 15, _____ is \$_____.

6. The Company is entitled to a Special Source Credit calculated as follows:

Exhibit B-1-1

7. The sum of the Allowable Credit calculated in paragraph 6 hereof (\$____) plus aggregate Prior Credits (\$____) is \$____, and such sum does not exceed the total Reimbursable Costs of \$____ as set forth in paragraph 4 hereof, all as specified in accordance with **Section 3.02** of the Agreement.

8. The amount due from the County to the Company on January 15, 20[] as a Special Source Credit is \$____. The Company has deducted such amount from the FILOT Payment accompanying this certificate.

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the ____ day of _____, 20__.

ARUM COMPOSITES, LLC

By: _____
Its: _____

EXHIBIT B-2

ANNUAL AGGREGATE INVESTMENT CERTIFICATION

Reference is made to that certain Fee In Lieu of Tax and Incentive Agreement dated as of _____, 2008 (the "Agreement") between ARUM COMPOSITES, LLC (the "Company") and Richland County, South Carolina (the "County"). Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

In accordance with **Section 3.02** of the Agreement, the undersigned authorized officer of the Company certifies to the County as follows:

1. The Statutory Investment Period, during which, the Company and any Co-Investors must have invested an aggregate of at least \$600,000,000 (without regard to depreciation) in the Project in order to qualify for Special Source Credits, [ends/ended] on December 31, 20[].

2. [Insert either (a) or (b) below, as applicable:

(a) The Company and all Co-Investors invested in the aggregate not less than \$600,000,000 (without regard to depreciation) in the Project prior to the end of the Statutory Investment Period. In accordance with **Section 3.02** of the Agreement, the Company is entitled to claim Special Source Credits against its annual Personal Property FILOT Payments (as defined in the Agreement) with respect to the Project, commencing with the Personal Property FILOT Payment due on January 15, 200[].

or

(b) As of the end of the Statutory Investment Period, the Company and all Co-Investors invested in the aggregate less than \$600,000,000 (without regard to depreciation) in the Project [or, if applicable, as of the date hereof, the Company does not anticipate that investment in the Project will aggregate at least \$600,000,000 prior to the end of the Statutory Investment Period]. To date, the Company has claimed an aggregate of \$ _____ in Special Source Credits. In accordance with **Section 3.02** of the Agreement, the County has the right to terminate or adjust the Special Source Credits under such circumstances.]

Exhibit B-2-1

COL 73900v4

IN WITNESS WHEREOF, I have executed this Certificate to be effective as of the _____
day of _____, 20____.

ARUM COMPOSITES, LLC

By: _____
Its: _____

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$167,583.00 of General Fund Balance to cover cost of grant match funds [**PAGES 138-144**]

Notes

October 28, 2014 - The Committee recommended that Council approve a budget amendment in the amount of \$167,583.00, increasing the amount of grant match available to departments for grants and match amounts that were approved by County Council in the FY15 budget process. This amount also provides for an extra match of \$27,846.00 that was not approved in the FY15 budget. These funds would go towards funding a shortfall in the approved Criminal Domestic Violence (CDV) Court grant for the Solicitor's Office.

First Reading: November 18, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Budget Amendment – Grant Match

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$167,583.00, increasing the amount of grant match available to departments for grants and match amounts that were approved by County Council in the FY15 budget process.

B. Background / Discussion

Many grant agencies require grant recipients to guarantee matching funds in order to receive their grant funds. For example, a federal grant may cover 75% of the total project cost and require the grantee, Richland County, to come up with the remaining 25% to secure the grant. Historically, Richland County has used a “grant match” account to cover the match required.

Each year during the budget process, departments request grant match funds for grants they think they will receive during the year. For FY15, department grant match requests totaled \$469,932.00. During the FY15 budget process, \$194,746.00 was approved for the “grant match” account. As grants are awarded, any required cash match is drawn down from this pool of funds on a first requested-first awarded approach. While funds are allocated each year for grant matching purposes, the fund amount is not enough to cover this year’s awards.

As of October 10, 2014, match amounts for confirmed awards and pending awards total \$361,425.00. A budget amendment is needed for \$167,583.00 to cover the shortfall. The attached spreadsheet shows the FY15 grant activity to date. If new / additional grants outside of this request are awarded during the fiscal year, staff will bring the grants to Council for approval of the grant itself and any grant match that may be required.

Included in the request for \$167,583.00 is a special request for extra match that was not approved in the FY15 budget in the amount of \$27,846.00 (see the yellow highlight on page 2 of the attached spreadsheet). The funds would go towards funding a shortfall in the approved Criminal Domestic Violence (CDV) Court grant for the Solicitor’s Office. Extra matching funds were budgeted for this grant, but the funds currently approved are not enough to cover the full cost of the program.

Staff asks that the full \$167,583.00 be approved, as grant periods are time sensitive.

C. Legislative/Chronological History

- This is a staff-initiated request.
- The grant match amount of \$194,746.00 was approved in FY15 budget June 2014.

D. Financial Impact

A budget amendment from the General Fund is needed for \$167,583.00. This action will require three readings and a public hearing.

E. Alternatives

1. Approve the request for a budget amendment for grant match in the amount of \$167,583.00.

2. Do not approve the request for a budget amendment for grant match in the amount of \$167,583.00, causing the County to return grant funds or reduce the scope and size of grant funded projects.

F. Recommendation

It is recommended that Council approve the request for a budget amendment of \$167,583.00 for grant match funds.

Recommended by: Sara Salley
Department: Administration
Date: 10/10/14

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers Date: 10/13/14
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 10/14/14
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

Reviewed by: Roxanne Ancheta Date: October 14, 2014
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: It is recommended that Council approve the request for a budget amendment of \$167,583.00 for grant match funds.

FY15 General Fund Match Update as of 10.10.14									
Department	Project Name	Total Project Cost	Amount Requested	Cash Match Requested	Other Match Requested	FY15 Award	FY15 Match IFAS	FY15 Match Needed	Notes
Com Dev	HOME (HUD)	\$603,086	\$492,315	\$110,771	\$0			\$110,771	Award received, but not in IFAS as of 10/10/14
Conserv	Twenty-Five Mile Creek Nonpoint Source Water Quality Implementation	\$370,000	\$300,000	\$0	\$70,000			\$0	Award pending. Match to be paid from Stormwater
Coroner	Forensic Crime Scene Investigator (JAG)	\$207,442	\$186,711	\$20,731	\$0	\$0	\$0	\$0	Not funded
Court Admin	Court Technology Upgrade (JAG)	\$23,932	\$21,537	\$2,395	\$0	20391	\$0	\$2,266	Award received, but not in IFAS as of 10/10/14
ESD	EMS Grant in Aid - DHEC	\$63,300	\$60,000	\$3,300	\$0	\$28,125	\$0	\$3,300	Award received, but not in IFAS as of 10/10/14
ESD	Local Emergency Management Planning Grant (LEMPG)	\$116,395	\$110,000	\$6,395	\$0	\$89,739	\$6,395	\$0	
Sheriff	School Resource Officer-D5 (JAG)	\$136,807	\$123,126	\$13,681	\$0	\$106,548	\$11,839	\$0	
Sheriff	School Resource Officer-Westwood High (JAG)	\$57,405	\$51,664	\$5,741	\$0	\$51,664	\$5,741	\$0	
Sheriff	Crime Scene Unit (JAG)	\$70,013	\$63,012	\$7,001	\$0	\$63,012	\$7,001	\$0	
Sheriff	Ballistics Lab Equipment (JAG)	\$110,419	\$99,378	\$11,041	\$0	\$99,377		\$11,042	Award received, but not in IFAS as of 10/10/14
Sheriff	Victim Advocacy (VOCA) Award I	\$65,000	\$52,000	\$13,000	\$0	\$11,775	\$2,944	\$0	
Sheriff	Victim Advocacy (VOCA) Award II				\$0	\$35,323		\$8,831	Award received, but not in IFAS as of 10/10/14
Sheriff	Status Offender Intervention (JAG)	\$74,667	\$63,601	\$11,066	\$0	\$0	\$0	\$0	Not funded
Sheriff	Forensic DNA Backlog Reduction	\$150,000	\$117,234	\$32,766	\$0	\$200,000	\$0	\$0	Grantee required no match.
Sheriff	Bullet Proof Vest Partnership	\$40,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	Not funded

Department	Project Name	Total Project Cost	Amount Requested	Cash Match Requested	Other Match Requested	FY15 Award	FY15 Match IFAS	FY15 Match Needed	Notes
Sheriff	Hispanic Outreach Advocacy (VAWA)	\$65,000	\$28,510	\$36,490	\$0	\$36,855		\$31,946	Award received, but not in IFAS as of 10/10/14. \$12,285 in match is required and \$19,661 in extra match was approved in the FY15 grant process to cover the anticipated award amount shortage. The department has been asked to deal with this issue each year during the budget process and has chosen to request additional funds to cover the difference.
Solicitor	Drug Prosecutor (JAG)	\$89,556	\$80,601	\$8,955	\$0	\$80,329	\$8,925	\$0	
Solicitor	Financial Crimes Prosecutor (JAG)	\$88,698	\$79,828	\$8,870	\$0	\$61,000		\$6,778	Award received, but not in IFAS as of 10/10/14
Solicitor	Solicitor's Investigator (JAG)	\$106,807	\$96,126	\$10,681	\$0	\$0	\$0	\$0	Not funded
Solicitor	Victim Advocates (VOCA) Award I	\$129,636	\$103,709	\$25,927	\$0	\$21,704	\$5,426	\$0	
Solicitor	Victim Advocates (VOCA) Award II				\$0	\$65,111		\$16,278	Award received, but not in IFAS as of 10/10/14
Solicitor	Central CDV Court (VAWA)	\$164,331	\$109,331	\$55,000	\$0	\$55,046		\$55,000	Award received, but not in IFAS as of 10/10/14. \$18,349 in match is required and \$36,651 in extra match was approved in the FY15 grant process to cover the anticipated award amount shortage. The department has been asked to deal with this issue each year during the budget process and has chosen to request additional funds to cover the difference.
Solicitor	Central CDV Court (VAWA)							\$27,846	New request to Council to cover additional match for the CDV Court grant that was not included in the FY15 budget due to miscalculation of match for the position amount as well as healthcare costs.
Solicitor	Veterans Treatment Court (DOJ)	\$264,483	\$198,362	\$66,121	\$0	\$0	\$0	\$0	Not funded
Com Dev	HOME						\$40,000		Extra allocation from general fund (Jackson Motion - approved)
Total Match for General Fund		\$2,996,977	\$2,457,045	\$469,932	\$70,000	\$535,032	\$88,271	\$274,058	
								\$194,746	Match Account Approved
								-\$88,271	Amount in IFAS as of 10/10/14
								\$106,475	Match available as of 10/10/14
								-\$274,058	Match from awards received, but not yet set up in IFAS
								-\$167,583	Match needed to cover approved grants (ROA Request)

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO.GF_04

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$167,583.00 OF GENERAL FUND BALANCE TO COVER COST OF GRANT MATCH FUNDS.

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

SECTION I. That the amount of One Hundred Sixty Seven Thousand Five Hundred Eighty Three Dollars (\$167,583.00) be appropriated to cover cost of additional Grant match funds for the fiscal year. Therefore, the Fiscal Year 2014-2015 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 154,242,499
Appropriation of General Fund - Fund Balance:	\$ <u>167,583</u>
Total General Fund Revenue as Amended:	\$ 154,410,082

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 154,242,499
County Grant Match	\$ <u>167,583</u>
Total General Fund Expenditures as Amended:	\$ 154,410,082

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference [**PAGES 145-157**]

Notes

October 28, 2014 - The Committee recommended that Council approve an ordinance amending the Hospitality Tax (HTax) Ordinance so as to clean up the ordinance to remove historical disbursement and inaccurate language therein. Additionally, the Committee recommended that Council establish the current FY funding levels as the base for discussing the HTax Ordinance Agency funding levels each year during the budgetary process.

First Reading: November 18, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Ordinance amending Hospitality Tax Ordinance so as to delete historical disbursement references and inaccurate language and clarifying base amounts for Ordinance Agencies for annual budget discussions.

A. Purpose

County Council is requested to approve an ordinance amending the Hospitality Tax (HTax) Ordinance so as to clean up the ordinance to remove historical disbursement and inaccurate language therein. Additionally, County Council is requested to clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the annual budget process.

B. Background / Discussion

At the October 7, 2014 Council meeting, Mr. Pearce brought forth the following motion:

“I move that the wording of the current Hospitality Ordinance be reviewed to ensure that the Ordinance accurately reflects County Council's position on base funding of the designated "Ordinance Agencies" as voted on and approved by Council. Further, that any recommended changes in wording of the Hospitality Ordinance deemed necessary by staff in order for the document to fully comply with actions taken by Council be made, presented to Council in a clearly highlighted manner and returned to Council for final approval.”

At the September 23, 2014, A&F Committee, a Request of Action (ROA) routed attempting to add the Township Auditorium as an ordinance agency in the Hospitality Tax ordinance and to clean up some of the language of the ordinance that was historical in nature and sometimes inaccurate and misleading. At the meeting, the Committee decided to split the two issues and sent to Council the addition of the Township only. That ordinance amendment received first reading on October 7, 2014. As a part of the split, staff was asked to prepare a separate ROA to clean up the historical references and inaccuracies.

As a reminder, in the FY2014-2015 annual budget process, County Council voted to add the Township as an Ordinance Agency (i.e. one of the specifically named entities to receive HTax disbursement each year). In accordance with that vote, the standalone HTax ordinance is in the process of being amended to reflect the change.

Along with that change, two other changes are proposed to provide a cleaner, more accurate HTax ordinance.

The first suggested change is the removal of the specific dollar amounts mentioned in the ordinance for the Ordinance Agencies, as those amounts are inaccurate and are now set during the annual budget process.

The second change involves removing all historical disbursement references, so as to make the ordinance more accurate and easier to follow and to reflect the actual process that takes place as a part of the HTax disbursement and auditing. This change is not substantive in any way; rather, it is a “house cleaning” item. The historical references will still be available, if

needed, as originals of all ordinances are housed in the County's Legal Department and are available for review at any time; thus, previous versions of the Hospitality Tax Ordinance are always preserved.

In addition to the aforementioned changes, County Council is requested to clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the annual budget process.

At the November 5, 2013 Council meeting, Council voted and approved the following action:

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

C. Legislative / Chronological History

- November 5, 2013, Council voted to remove make Hospitality Ordinance agencies funding amounts flexible, remove ordinance language discussing annual, automatic CPI-based increases and decreases. To allow in the budget process, the consideration of the budget amounts that are in the Hospitality Tax Ordinance and have them on the floor each year for discussion and recommendation.
- Follow-up to the FY2014-2015 budget ordinance.
- Motion of A&F Committee (September 23, 2014) to split changes into two different ordinance amendments
- At the October 7, 2014 Council meeting, Mr. Pearce brought forth the following motion:

“I move that the wording of the current Hospitality Ordinance be reviewed to ensure that the Ordinance accurately reflects County Council's position on base funding of the designated "Ordinance Agencies" as voted on and approved by Council. Further, that any recommended changes in wording of the Hospitality Ordinance deemed necessary by staff in order for the document to fully comply with actions taken by Council be made, presented to Council in a clearly highlighted manner and returned to Council for final approval.”

D. Financial Impact

None associated with this amendment.

E. Alternatives

1. Approve the ordinance amendment and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).

2. Do not approve the ordinance amendment and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).
3. Approve the ordinance amendment with the changes and clarify what the funding base should be when discussing the HTax Ordinance Agency funding levels each year during the budget (\$0, the current FY funding amounts or another amount set by County Council).

F. Recommendation

This recommendation was made by Mr. Pearce. This is a policy decision for Council.

Recommended by: Gregory Pearce
 Department: County Council
 Date: 10/7/14

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: 10/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

As stated above, this is a policy for Council.

Grants

Reviewed by: Sara Salley Date: 10/15/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation:

This is a policy decision for Council.

Legal

Reviewed by: Elizabeth McLean Date: 10/16/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Tony McDonald Date: 10/22/14
 Recommend Council approval Recommend Council denial
 Comments regarding recommendation: (1) With respect to the clean-up language, I recommend approval of the language as proposed, which will make the Hospitality Tax

Ordinance consistent with budget decisions made by the Council during the FY 15 budget adoption process.

(2) With respect to the dollar amount at which each Ordinance Agency enters the budget process for the subsequent fiscal year's budget, Administration has no preference as to what the starting point should be. I do recommend, however, that a rule of thumb be established, whether the starting point is \$0, or the current (at the time) year's amount, or some other amount altogether. Having a known starting point for each Ordinance Agency will be a great help to Administration, Finance and Budget as we prepare the budget draft that we ultimately submit to the Council for consideration.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 23, TAXATION; ARTICLE VI, LOCAL HOSPITALITY TAX; SO AS TO DELETE HISTORICAL DISBURSEMENT REFERENCES.

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 23, Taxation; Article IV, Local Hospitality Tax; is hereby amended to read as follows:

ARTICLE VI. LOCAL HOSPITALITY TAX

Sec. 23-65. Definitions.

Whenever used in this article, unless a contrary intention is clearly evidenced, the following terms shall be interpreted as herein defined:

Local Hospitality Tax means a tax on the sales of prepared meals and beverages sold in establishments or sales of prepared meals and beverages sold in establishments licensed for on-premises consumption of alcoholic beverages, beer, or wine, within the incorporated municipalities and the unincorporated areas of the county.

Person means any individual, firm, partnership, LLP, LLC, cooperative, nonprofit membership, corporation, joint venture, professional association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.

Prepared Meals and Beverages means the products sold ready for consumption either on or off premises in businesses classified as eating and drinking places under the Standard Industrial Code Classification Manual and including lunch counters and restaurant stands; restaurants, lunch counters, and drinking places operated as a subordinate facility by other establishments; and bars and restaurants owned by and operated for members of civic, social, and fraternal associations.

Richland County means the county and all of the unincorporated areas within the geographical boundaries of the county and all of the incorporated municipalities of the county.

Sec. 23-66. Local Hospitality Tax.

A local hospitality tax is hereby imposed on the sales of prepared meals and beverages sold in establishments within the incorporated municipalities and the unincorporated areas of the county. The local hospitality tax shall be in an amount equal to two percent (2%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county and within the boundaries of the incorporated municipalities which have consented, by resolution adopted by their governing body, to the imposition of the local hospitality tax in the amount of two percent (2%). The local hospitality tax shall be in an amount equal to one percent (1%) of the gross proceeds of sales of prepared food and beverages sold in establishments located within the boundaries of the incorporated municipalities within the county which do not give their consent to the imposition of the local hospitality tax. Provided, however, the county shall not impose a local hospitality tax on those municipalities that have adopted a two percent (2%) local hospitality tax prior to July 1, 2003. Effective July 1, 2009 through June 30, 2011, the county shall temporarily reduce the local hospitality tax to one percent (1%) of the gross proceeds of sales of prepared meals and beverages sold in establishments located within the unincorporated areas of the county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

Sec. 23-67. Payment of Local Hospitality Tax.

(a) Payment of the Local Hospitality Tax established herein shall be the liability of the consumer of the services. The tax shall be paid at the time of delivery of the services to which the tax applies, and shall be collected by the provider of the services. The County shall promulgate a form of return that shall be utilized by the provider of services to calculate the amount of Local Hospitality Tax collected and due. This form shall contain a sworn declaration as to the correctness thereof by the provider of the services.

(b) The tax provided for in this Article must be remitted to the County on a monthly basis when the estimated amount of average tax is more than fifty dollars (\$50.00) a month, on a quarterly basis when the estimated amount of average tax is twenty-five dollars (\$25.00) to fifty dollars (\$50.00) a month, and on an annual basis when the estimated amount of average tax is less than twenty-five dollars (\$25.00) a month.

(c) The provider of services shall remit the local hospitality tax voucher form, a copy of the State of South Carolina sales tax computation form and/or other approved revenue documentation, and the hospitality taxes when due, to the County on the 20th of the month, or on the next business day if the 20th is not a business day.

Sec. 23-68. Local Hospitality Tax Special Revenue Fund.

An interest-bearing, segregated and restricted account to be known as the "Richland County Local Hospitality Tax Revenue Fund" is hereby established. All revenues received from the Local Hospitality Tax shall be deposited into this Fund. The principal and any accrued interest in this Fund shall be expended only as permitted by this ordinance.

Sec. 23-69. Distribution of Funds.

(a) (1) The County shall distribute the Local Hospitality Tax collected and placed in the "Richland County Local Hospitality Tax Revenue Fund" to each of the following agencies and purposes ("Agency") in ~~the following~~ amounts ~~during fiscal year 2003-2004~~ as determined by County Council annually during the budget process:

Columbia Museum of Art	\$650,000
Historic Columbia	250,000
EdVenture Museum	100,000
County Promotions	200,000
<u>Township Auditorium</u>	

(2) The amounts distributed to the Columbia Museum of Art, Historic Columbia, ~~and EdVenture Museum,~~ and the Township Auditorium shall be paid quarterly ~~beginning October 1, 2003.~~ The amount distributed to organizations receiving County Promotions shall be paid to the organization as a one-time expenditure ~~beginning in fiscal year 2008-2009.~~

(3) As a condition of receiving its allocation, the Columbia Museum of Art, Historic Columbia, ~~and EdVenture Museum,~~ and the Township Auditorium must annually submit to the County an affirmative marketing plan outlining how the agency will use its hospitality tax allocation for tourism promotion in the upcoming fiscal year. The plan shall include a detailed project budget which outlines the agency's proposed use of hospitality tax funds. The marketing plan shall also outline how the agency will promote access to programs and services for all citizens of Richland County, including documentation of "free" or discounted services that will be offered to Richland County residents. In addition, each Agency shall demonstrate a good faith effort to expand programs and events into the unincorporated areas of Richland County. The annual marketing plan shall be due to the ~~County Administrator~~ Grants Manager no later than March 1 of each year. If an Agency fails to comply with these requirements, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as provided in ~~sub~~Section 23-69 (f b) below.

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

a. Organizations that are physically located in the areas where the county collects Hospitality tax Revenues, provided the organization also sponsors projects or events within those areas;

b. Organizations that are not physically located in the areas where the county collects Hospitality Tax Revenues; however, the organization sponsors projects or events within those areas; and

c. Regional marketing organizations whose primary mission is to bring tourists to the region, including the areas where the county collects Hospitality Tax revenues.

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

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

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

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

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

~~(f)~~ (b) All Local Hospitality Tax revenue not distributed pursuant to ~~subsections 23-69(a) through (e)~~ above shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as directed by County Council for projects related to tourism development, including, but not limited to, the planning, development, construction, promotion, marketing, operations, and financing (including debt service) of ~~the State Farmer's Market (in lower Richland County), Township Auditorium, a new recreation complex (in northern Richland County), recreation capital improvements, Riverbanks Zoo, and other~~ expenditures as provided in Article 7, Chapter 1, Title 6, Code of Laws of South Carolina 1976 as amended.

~~Sec. 23-70. Re-distribution of the County's General Fund.~~

~~———— A portion of the general fund revenue that was historically appropriated for the agencies and purposes identified in Section 23-69, subsections (a) and (d), shall in fiscal year 2004 be appropriated in an amount equivalent to one-quarter mill to each of the following entities, subject to approval of the general fund budget: 1) the Richland County Conservation Commission, and 2) the Neighborhood Redevelopment Commission. Thereafter, beginning in fiscal year 2005, an amount equivalent to one-half mill shall be appropriated to each of these two agencies, subject to approval of the general fund budget. Each such entity shall be established and accounted for as a Special Revenue Fund. There shall be no additions to the Statutory and Contractual Agencies funded through the County's General Fund Budget, except as required by state or federal law.~~

Sec. 23-~~71~~70. Oversight and Accountability.

The following organizations: the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium must submit a mid-year report by January 31 and a final report by July 31 of each year to the Richland County ~~Administrator~~ Grants Manager, which includes a detailed accounting of all hospitality tax fund expenditures and the impact on tourism for the preceding fiscal year, including copies of invoices and proof of payment. The county shall not release hospitality tax funds to any agency unless that agency has submitted an acceptable final report for the previous fiscal year. If an Agency fails to comply with these requirements by the July 31 deadline, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and may be distributed as provided in Section 23-69 (~~f~~ b).

Any organization receiving County Promotions funding must comply with all requirements of this article, as well as any application guidelines and annual reporting requirements as established by council, to include a detailed reporting of all grant expenditures.

Sec. 23-~~72~~71. Inspections, Audits and Administration.

(a) For the purpose of enforcing the provisions of this article, the County Administrator or other authorized agent of the county is empowered to enter upon the premises of any person subject to this article and to make inspections, examine, and audit books and records.

(b) It shall be unlawful for any person to fail or refuse to make available the necessary books and records during normal business hours upon twenty-four (24) hours' written notice. In the event that an audit reveals that the remitter has filed false information, the costs of the audit shall be added to the correct amount of tax determined to be due.

(c) The county administrator or other authorized agent of the county may make systematic inspections of all service providers that are governed by this article. Records of inspections shall not be deemed public records.

Sec. 23-~~73~~72. Assessments and appeals of hospitality tax.

(a) When a person fails to pay or accurately pay their hospitality taxes or to furnish the information required by this Article or by the Business Service Center, a license official of the Business Service Center shall proceed to examine such records of the business or any other available records as may be appropriate and to conduct such investigations and statistical surveys as the license official may deem appropriate to assess a hospitality tax and penalties, as provided herein.

(b) Assessments of hospitality taxes and/or penalties, which are based upon records provided by businesses, shall be conveyed in writing to businesses. If a business fails to provide records as required by this Article or by the Business Service Center, the tax assessment shall be served by certified mail. Within five (5) business days after a tax assessment is mailed or otherwise conveyed in writing, any person who desires to have the

assessment adjusted must make application to the Business Service Center for reassessment. The license official shall establish a procedure for hearing an application for a reassessment, and for issuing a notice of final assessment.

(c) A final assessment may be appealed to the County Council, provided that an application for reassessment was submitted within the allotted time period of five business days. However, if no application for reassessment is submitted within the allotted time period, the assessment shall become final.

(d) Requests for waivers of penalties, as described in Sec. 23-74 (b), shall be submitted to the Business Service Center Director simultaneously with corroborating documentation relating to the validity of the appeal within five (5) business days of receipt of a tax assessment. The Director shall determine if the provided documentation confirms the circumstances permitting a waiver of penalties as described in the aforementioned section. A decision shall be provided in writing within five (5) business days of the receipt of the request. Businesses wishing to appeal the decision of the Business Service Center Director may appeal to the Richland County Council within five (5) business days of receipt of the Director's decision.

Sec. 23-~~74~~73. Violations and Penalties.

(a) It shall be a violation of this Article to:

- (1) fail to collect the Local Hospitality Tax as provided in this Article,
- (2) fail to remit to the County the Local Hospitality Tax collected, pursuant to this Article,
- (3) knowingly provide false information on the form of return submitted to the County, or
- (4) fail to provide books and records to the County Administrator or other authorized agent of the County for the purpose of an audit upon twenty-four (24) hours' notice.

(b) The penalty for violation of this Article shall be five percent (5%) per month, charged on the original amount of the Local Hospitality Tax due. Penalties shall not be waived, except if the following circumstances of reasonable cause are proven by the person. No more than six months of penalties shall be waived.

- (1) An unexpected and unavoidable absence of the person from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the hospitality tax.
- (2) A delay caused by death or serious, incapacitating illness of the person, the person's immediate family, or the person's accountant or other third party professional charged with determining the hospitality tax owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the hospitality tax.

(3) The hospitality tax was documented as paid on time, but inadvertently paid to another taxing entity.

(4) The delinquency was caused by the unavailability of necessary records directly relating to calculation of hospitality taxes, over which the person had no control, which made timely payment impossible. For example, the required records may have been destroyed by fire, flood, federally-declared natural disaster, or actions of war or terrorism. Unavailability of records caused by time or business pressures, employee turnover, or negligence are not reasonable cause for waiver of hospitality tax penalties.

(5) The delinquency was the result of clear error on the part of the Business Service Center or Treasurer's Office staff in processing or posting receipt of the person's payment(s).

(6) Delay or failure caused by good faith reliance on erroneous guidance provided by the Business Service Center or Treasurer's Office staff, so long as complete and accurate information was given to either of these offices, no change in the law occurred, and the person produces written documentation.

(c) Any person violating the provision of this article shall be deemed guilty of a misdemeanor and upon conviction shall be subject to punishment under the general penalty provision of Section 1-8 of this Code of Ordinances: that is, shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent fees, penalties, and costs provided herein.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2014.

S. Monique McDaniels
Clerk of Council

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

Richland County Council Request of Action

Subject

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to 3130 Bluff Road, LLC; and other related matters
[PAGES 158-174]

Notes

First Reading: November 18, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF A CREDIT AGREEMENT TO PROVIDE FOR SPECIAL SOURCE REVENUE CREDITS TO 3130 BLUFF ROAD, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“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) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of eligible 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 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 Section 4-1-175 of the Act, to grant credits to a company located in a multi-county industrial park against the company’s Fee Payments (“Infrastructure Credit”) to assist the company in paying (i) for the cost of designing, acquiring, constructing, improving or expanding infrastructure serving the company’s project or the County, and (ii) for improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ((i) and (ii) collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, 3130 Bluff Road, LLC (“Company”) has agreed to rehabilitate and renovate a facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”), resulting in capital investments in taxable real property at the Project of approximately \$2,400,000;

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

WHEREAS, at the Company’s request, the County desires to offer, as a reimbursement to the Company for its expenditures on Infrastructure benefitting the County and the Project, an Infrastructure Credit against the Company’s Fee Payments on the Project, the terms and conditions of which are more particularly described in the Infrastructure Credit Agreement between the County and the Company, the form of which is attached as Exhibit B (“Agreement”); and

WHEREAS, to effect the Infrastructure Credit, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the Property in the Park;

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

Section 1. *Expansion of the Park Boundaries, Inclusion of Property.* There is hereby authorized an expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The County Council Chair (“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 Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and approving ordinance by Fairfield County Council.

Section 2. *Approval of Infrastructure Credit.* The is hereby authorized an Infrastructure Credit against the Company’s Fee Payments with respect to the Project as a reimbursement to the Company for its qualifying Infrastructure expenditures. The form and terms of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety.

Section 3. *Authorization to Execute Agreement.* The Chair is authorized and directed to execute the Credit Agreement, subject to any revisions, which are not materially adverse to the County, as may be approved by the County Administrator or the County’s Director of Economic Development following receipt of advice from counsel to the County, and the Clerk of the County Council is authorized and directed to attest the Agreement.

Section 4. *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 5. *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 6. *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.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

First Reading: November 18, 2014
Second Reading: December 2, 2014
Public Hearing:
Third Reading:

EXHIBIT A
PROPERTY DESCRIPTION

TMS No. R13507-04-01

3130 Bluff Road,
Columbia, South Carolina 29209

EXHIBIT B

**FORM OF
AGREEMENT**

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

3130 BLUFF RD, LLC

Effective as of: December [], 2014

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of December [], 2014 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 3130 BLUFF RD, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of 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) develop a multi-county industrial park with counties having contiguous borders with the County; and (ii) include within the boundaries of the multi-county industrial park the property of qualifying companies which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multi-county industrial park (“Fee Payments”)

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company’s Fee Payments generated from the company’s property located in a multi-county park (“Infrastructure Credit”) to reimburse the company for its expenditures in paying 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 and personal property used in the operation of a commercial or manufacturing facility in order to enhance the economic development of the County (“Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated April 15, 2003 (“Park Agreement”), which governs to operation of the Park;

WHEREAS, the Company has agreed to rehabilitate and renovate a facility within the County (“Project”) on property more particularly described on Exhibit A (“Property”), resulting in capital investments in taxable real property at the Project of approximately \$2,400,000;

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

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 8 years against the Company’s Fee Payments on the Project for the purpose of reimbursing 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 represents to the Company as follows:

- (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 approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has approved the inclusion of the Project and the Property in the Park; and
- (e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

SECTION 1.02. Representations by the Company. The Company represents to the County as follows:

- (a) The Company is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of South Carolina, has power to enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it; and
- (b) The Company will use commercially reasonable efforts to achieves the Investment Commitment, each as defined below, at the Project.

ARTICLE II INFRASTRUCTURE CREDITS

SECTION 2.01. Investment Commitment. The Company shall invest at least \$2,400,000 in taxable real property at the Project (“Investment Commitment”) by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2015 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

SECTION 2.02. Infrastructure Credits.

(a) Commencing with the first Fee Payment due on the Project, which is expected to be January, 2016, and ending with the Fee Payment due 7 years following the first Fee Payment, which is expected to be January, 2023 (“Credit Term”), the County shall provide an annual Infrastructure Credit of 30% against the Company’s annual Fee Payments with respect to the Project.

(b) For each year of the Credit Term, the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.02(a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL

OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(d) 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 Infrastructure Credits except with respect to the Fee Payments received from the Company.

SECTION 2.03 [Reserved.]

SECTION 2.04. Allocation of Credit

(a) The Infrastructure Credit is deemed to reimburse the Company first for any Infrastructure expenditures related to real property necessary to serve the Project, thereby avoiding the application of the recapture provisions in Section 4-29-68(A)(2)(ii)(a) of the Code.

(b) If the Infrastructure Credit is used as a reimbursement for expenditures related to personal property and the Company removes or disposes of personal property from the Project, then, pursuant to the Act, as applicable, the Company is required to continue to pay the Fee Payment due on the removed personal property for the two property tax years following the year in which the Company removes the personal property from the Project. The amount of the Fee Payment due on the removed personal property under this section is equal to the Fee Payment due on the removed personal property for the property tax year in which the Company removes or disposes of the personal property. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed personal property is deemed not to have been removed from the Project.

SECTION 2.05. Filings. To assist the County in administering the Infrastructure Credits, the Company shall for the Credit Term prepare and file a separate schedule to the SCDOR PT-100, PT-300 or comparable forms for the property comprising the Project.

SECTION 2.06 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

**ARTICLE III
DEFAULTS AND REMEDIES**

SECTION 3.01. 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 30 days after written notice by the other Party specifying the failure and requesting that it be remedied is given to the defaulting Party by first-class mail, then such Party is in default under this Agreement (“Event of Default”).

SECTION 3.02. 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:

- (1) terminate this Agreement;
- (2) 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;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. 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 3.04. 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 IV MISCELLANEOUS

SECTION 4.01. 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 Project and to have access to and examine all the Company's books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County's right to examination and inspection of the Project and the Company's books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company's confidentiality and proprietary rights.

(b) The County, and County Council, acknowledge and understand that the Company may have and maintain at the Project 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 4.02. 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 shall bind or inure to the benefit of the successors of the County 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 4.03. 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 4.04. 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 Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 4.05. No Liability for Personnel of County or Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement is liable personally on the Credits or the Agreement or subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 4.06. Indemnification Covenant.

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

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

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

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

SECTION 4.07. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail,

postage prepaid, addressed as follows:

(a) if to the County: Richland County, South Carolina
Attn: Director of Economic Development
2020 Hampton Street
Columbia, South Carolina 29204
Phone: 803.576.2043
Fax: 803.576.2137

with a copy to Parker Poe Adams & Bernstein LLP
(does not constitute notice): Attn: Ray E. Jones
1201 Main Street, Suite 1450 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

(b) if to the Company: 3130 Bluff RD, LLC
Attn: []
[]
[]

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 4.08. 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, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed \$[].

SECTION 4.09. 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 4.10 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 4.11. 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 4.12. 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 4.13. 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 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. 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.

SECTION 4.16. 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 Project pursuant to the terms of this Agreement.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, 3130 Bluff Road, LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

3130 BLUFF ROAD, LLC

By: _____
Name: _____
Its: _____

[REMAINDER OF PAGE INTENTIONALLY BLANK]

EXHIBIT A
DESCRIPTION OF PROPERTY

TMS No. R13507-04-01

3130 Bluff Road,
Columbia, South Carolina 29209

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference **[PAGES 175-181]**

Notes

October 28, 2014 - The Committee recommended that Council approve a 5% local preference policy for Richland County as per the criteria described in the agenda packet.

First Reading: November 18, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Bidding Opportunities for Richland County Businesses

A. Purpose

Council is requested to provide direction on a motion regarding bidding opportunities for Richland County businesses.

B. Background / Discussion

The following motion was made at the September 16, 2014 Council Meeting: **“Any bid from a Richland County business that is within a 10% difference should have the opportunity to alter their bid for the advertised contract. [JACKSON]”**

It is imperative that Richland County upholds the basic tenet of any procurement process – that being the process of fair and open competition.

No governmental entity allows any bid to be "altered" after the opening of bids. This is clear in the SC Consolidated Procurement Code of Laws ("you may not change your bid after opening") and the Federal Acquisition Regulation ("conditions of the tender are not altered after opening of price bids"). This is patent to the doctrine of transparency and fairness.

However, the SC Consolidated Procurement Code of Laws allows for negotiating with the lowest responsive and responsible bidder(s) as per the following provisions in Title 11, Chapter 35. These are established industry practices that provide Richland County a better price without allowing vendors to alter pricing. Richland County Procurement always utilizes negotiation(s) with the lowest responsive and responsible bidder to every extent allowed by law.

Invitation For Bid - Section 11-35-1520 – item # (10)

“Award” – “Before the posting of the award, the procuring agency may negotiate with the lowest responsive and responsible bidder to lower his bid within the scope of the invitation for bids.”

RFP – Request for Proposals – Section 11-35-1530 – item # (8)

“Negotiations” – “Whether price was an evaluation factor or not, the procurement officer, in his sole discretion and not subject to review under Article 17, may 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:

(a) 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 the procurement officer, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the procurement officer in his sole discretion;

(b) during the negotiation process as outlined in item (a) above, if the procurement officer is unsuccessful in his first round of negotiations, he may reopen negotiations with any offeror with whom he previously negotiated; or

(c) the procurement officer may make changes within the general scope of the request for proposals and may provide all responsive offerors an opportunity to submit their best and final offers”.

Again, allowing vendors to alter their bids after they have been submitted violates the basic principles of Procurement - fair and open competition. Bids must be opened publicly, thus prices are then publicly known.

In addition to negotiating with the lowest responsive and responsible bidder(s), as Richland County currently does, another option is to have a local preference policy. While neither Greenville nor Lexington Counties have a local preference policy in their procurement process, Charleston County and the City of Columbia do have a 5% local preference policy. The Charleston County preference applies to all formal solicitations while the City of Columbia may not apply the preference in some instances, such as any solicitation being funded by the SCDOT “C” Program is not eligible. The State of South Carolina has a 7% “Resident Vendor Preference.” Currently, only 11 states offer a “Resident Vendor Preference” as it potentially appears to restrict competition. Oftentimes, vendors outside the “local” area tend to skip submitting proposals for solicitations because it may be viewed as restricting competition.

Local preference takes several forms; the most prevalent form is the percentage preference. For the purposes of this discussion, "local vendor / business" uses the same definition as the County’s Small Local Business Enterprise Program:

Local Business – a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina.

Principal Place of Business – a location wherein a firm maintains a company headquarters or a physical office and through which it obtains no less than fifty percent of its overall customers or sales dollars, or through which no less than twenty-five percent of its employees are located and domiciled in the County of Richland and/or Richland County.

Significant Employee Presence – no less than twenty-five percent of a firm’s total number of full and part-time employees are domiciled in Richland County.

Richland County could implement a 5% local preference that mirrors Charleston County and the City of Columbia. This would be a clear indication of Richland County’s good faith effort to ensure Richland County businesses are allowed a competitive advantage in the County’s bid processes.

If a bidder is requesting the local preference, the bidder, upon request of the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference. A bidder's failure to provide this information promptly is grounds to deny the preference. When evaluating pricing for purposes of making an award determination, the procurement officer shall decrease a bidder's price by five percent if the bidder meets the local criteria defined herein. Whether award is to be made by item or lot, the preferences must be applied to the price of each line item of end product or work, as applicable. A preference must not be applied to an item for which a bidder does not qualify.

If a bidder is requesting this preference, the bidder, upon request by the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference and must identify the persons domiciled in Richland County that will perform the services involved in the procurement upon which the bidder relies in qualifying for the preference and the services those individuals are to perform.

A business is not entitled to any preferences unless the business, to the extent required by law, has: (1) paid all taxes assessed by Richland County, the State of South Carolina, and (2) registered with Richland County, the South Carolina Secretary of State and the South Carolina Department of Revenue.

The preference will not apply to a single unit of an item with a price in excess of fifty thousand dollars or a single award with a total potential value in excess of five hundred thousand dollars. The preference will not apply to a bid for an item of work by the bidder if the annual price of the bidder's work exceeds fifty thousand dollars or the total potential price of the bidder's work exceeds five hundred thousand dollars. This preference does not apply to an acquisition of motor vehicles as defined in Section 56-15-10 of the SC Code of Laws or an acquisition of supplies or services relating to construction. Further, in line with our SLBE ordinance, this price preference "would not apply if the award to the local business would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County's budgeted price for the contract."

Richland County's solicitations must provide potential bidders an opportunity to request the 5% local business preference. By submitting a bid and requesting the 5% local business preference be applied to that bid, a business certifies that its bid qualifies for the preference for that procurement. A bidder is not qualified for a preference unless the bidder makes a request for the preference as required in the solicitation. The applicability of the preference to that procurement is conclusively determined by the solicitation. If two or more bidders are tied after the application of the preferences allowed by this section, the tie must be resolved by the flip of a coin witnessed by the procurement officer. All responding vendors must be invited to attend. Price adjustments required for purposes of evaluation and application of the preferences do not change the actual price offered by the bidder.

Please note that a local preference does not take into account the "size" of a business. A local preference would apply to a business making \$10,000 a year, as well as to one making \$10,000,000 a year, as well as one with 1 employee, or 1,000 employees, as long as it met the criteria established herein.

Further, the McNair Law Firm recently advised Council on the issue of local preference in Executive Session on October 7, 2014. Please take into account the legal advice provided by McNair as you deliberate this matter.

As always, any projects containing federal funds will not be allowed a local preference.

C. Financial Impact

At this time, the financial impact of a 5% (or any other percentage determined by Council) local preference policy is unknown. However, Council should note that contracts may be awarded at a 5% greater cost if the local preference is enacted, which will have a financial impact.

D. Alternatives

1. Approve a 5% local preference policy for Richland County as per the criteria described herein.
2. Approve another percentage amount local preference policy for Richland County as per the criteria described herein.
3. Do not approve a local preference policy for Richland County at this time.

E. Recommendation

This is a policy decision of Council.

Recommended by: Norman Jackson Department: County Council Date: September 16, 2014

F. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 10/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated above, this is a policy decision for Council.

Procurement

Reviewed by: Cheryl Patrick

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council. Procurement will support Council's directive with regards to this item.

Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal will defer to Procurement on these issues. Keeping in mind legal advice already received on concept, it is Council's discretion whether to pursue any local preference.

Administration

Reviewed by: Roxanne Ancheta

Date: October 24, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends Alternative 1 - Approve a 5% local preference policy for Richland County as per the criteria described herein. This would be a clear indication of Richland County's good faith effort to ensure Richland County businesses are allowed a competitive advantage in the County's bid processes. Council should note that contracts may be awarded at a 5% greater cost if the local preference is enacted, which will have a financial impact.

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; SO AS TO ADD A PROVISION TO ALLOW FOR A 5% LOCAL VENDOR PREFERENCE.

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 2, Competitive Purchasing Policy; is hereby amended by the addition of Section 2-602, to read as follows:

2-602. Local Vendor Preference.

- (a) Richland County shall apply a Local Vendor Preference (LVP) to all solicitations, subject to the exclusions herein provided. If a solicitation specifies the LVP applies to that procurement, the applicability of the preference to that procurement is conclusively determined by the solicitation.
- (b) When evaluating pricing for purposes of making an award determination, the procurement officer shall decrease by five (5%) percent the price of any bid when the bidder qualifies for the Local Vendor Preference (LVP).
 - (1) A bidder is not qualified for the LVP unless the bidder makes an affirmative request for the preference as required in the solicitation.
 - i. By submitting a bid and requesting that the LVP be applied to that bid, a bidder certifies that its bid qualifies for the preference for that procurement.
 - ii. If a bidder is requesting the LVP, the bidder, upon request of the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference. Bidder's failure to provide this information promptly is grounds to deny the preference.
 - (2) Improperly requesting the LVP may result in the bid being deemed non responsive, non-responsible and disqualified.
 - (3) If two or more bidders are tied after the application of the preference, the tie must be resolved by the flip of a coin by the Richland County Procurement Director (or his/her designee) and witnessed by the procurement officer who conducted the solicitation. All bidders who responded to the solicitation must be invited to attend.
- (c) A vendor or bidder qualifies for the Local Vendor Preference if it:
 - (1) Maintains an office in Richland County. For the purposes of this section only, an on office is defined as a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder or vendor for at least one year before the bid opening; and
 - (2) Has a valid Richland County business license which was issued at least twelve (12) months prior to the bid opening date; and
 - (3) Provides proof of payment of all applicable Richland County taxes and fees, including but not limited to, business license fees, business personal property taxes, and real property taxes.

(4) The submitted bid meets all other requirements of responsiveness and responsibility as defined in this Article.

(d) The LVP shall not apply to:

(1) An award or bid when the total dollar value of the bid is less than \$10,000;

(2) A single unit of an item with a price in excess of twenty-five thousand (\$25,000) dollars or a single award with a total potential value in excess of two hundred thousand (\$200,000) dollars; or

(3) An acquisition of motor vehicles as defined in Section 56-15-10 in the SC Consolidated Procurement Code.

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.

S. Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes **[PAGES 182-191]**

Notes

October 28, 2014 - The Committee recommended that Council approve the new intergovernmental agreement (IGA) with the Town of Arcadia Lakes.

Richland County Council Request of Action

Subject: Animal Care - Intergovernmental Governmental Agreement with Town of Arcadia Lakes

A. Purpose

County Council is requested to approve the new intergovernmental agreement (IGA) with the Town of Arcadia Lakes (Arcadia Lakes). This IGA will replace the agreement previously entered into with Arcadia Lakes for animal care services.

B. Background / Discussion

On November 5, 1979, Richland County entered into an agreement with Arcadia Lakes to provide animal care services. This agreement was entered into upon the desire of Arcadia Lakes to provide uniformity of animal control regulations in the best interest of the health, safety, and general welfare of its citizenry. The IGA empowered Richland County Animal Care (Animal Care) to enforce the animal control ordinance of Arcadia Lakes within its jurisdiction, provided that citations would be issued based on Arcadia Lakes's code.

This agreement has remained in effect since its inception and now Arcadia Lakes wishes to revise the terms of the IGA for practicality. This new IGA (see attached) will effectively allow Animal Care to enforce and issue citations under Chapter 5 of the Richland County Ordinance. However, Arcadia Lakes wishes not to repeal Arcadia Lakes Ordinance Section 6-201, which is the restriction of keeping hogs, pigs, cows, horses, goats, sheep, or chickens within the town. Upon the appropriate consultations and recommendations, the Town Council for Arcadia Lakes has agreed to the proposed IGA and its adoption upon the approval of Richland County Council.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact anticipated with this request.

E. Alternatives

1. Approve the new intergovernmental agreement with the Town of Arcadia Lakes.
2. Do not approve the new intergovernmental agreement with the Town of Arcadia Lakes.

F. Recommendation

It is recommended that Council approve the new IGA with the Town of Arcadia Lakes to ensure consistency in the enforcement of animal control laws within the town.

Recommended by: Sandra Haynes

Department: Animal Care

Date: September 4, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 9/5/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation is based on ROA stating that approval will have no financial impact.

Legal

Reviewed by: Elizabeth McLean

Date: 9/8/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Warren Harley

Date: 9/9/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

b) Licensing of animals of the Town shall be in accordance with the County Ordinance. The County staff shall be responsible for maintaining records, receiving payment and issuing tags. The County shall retain all payments received for pet licenses within the Town.

c) Animal Housing/Veterinary Services – County shall transport animals to locations contracted with or designated by the County. The County shall ensure veterinary services for sick or injured animals as set forth in its applicable veterinary contract.

d) Rabies Control – The County shall act as agent of the Town in relation to animal bites and rabies testing. Activities include but are not limited to investigation of all reported bites and quarantining of biting animals pursuant to the Department of Health and Environmental Services of South Carolina guidelines and performing of such duties as necessary to prepare and deliver animals for rabies testing.

2. The Town shall, within a reasonable time after signing this Agreement, adopt the current Richland County Animal Care Ordinance, and hereby agrees to timely adopt all subsequent amendments thereto. The parties agree that the Town shall not repeal Town of Arcadia Lakes Ordinance Section 6-201 and that such ordinance shall be enforced by the County in addition to the regulations of the Richland County Animal Care Ordinance.

3. Except as noted in Paragraph 2 above, in any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of the Richland County Animal Care ordinance adopted by the Town, the adopted animal care ordinances shall take precedence. It is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town.

4. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

5. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Arcadia Lakes.

6. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment

and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

7. Nothing contained herein shall be interpreted to supersede agreements of intergovernmental matters between the Town and County, not otherwise addressing animal control as contemplated within this agreement.

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

WITNESSES:

RICHLAND COUNTY

By: Norman Jackson, Richland
County Council Chairperson

TOWN OF ARCADIA LAKES

By: _____
Its: _____

Original IGA with Arcadia Lakes

APPROVED BY THE LEGAL DEPARTMENT
OF THE COUNTY OF RICHLAND
DATE 11/15/79
BY [Signature]

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

INTERGOVERNMENTAL SERVICE CONTRACT
Animal Control Regulation

This Agreement made and entered into this 15th day of November, 1979, by and between the COUNTY OF RICHLAND, a political subdivision of the State of South Carolina, hereinafter referred to as the "County," and the TOWN OF ARCADIA LAKES, a political subdivision of the State of South Carolina, hereinafter referred to as the "Town."

WHEREAS, the Town of Arcadia Lakes is desirous of providing uniformity of animal control regulations in the best interest of the health, safety, and general welfare of its citizenry; and

WHEREAS, the Town of Arcadia Lakes desires to utilize the services of the County's Animal Control Department to obtain such uniformity; and

WHEREAS, the County is able to provide such uniformity through the enforcement of animal control regulations and by promulgating such regulations as it may deem to be in the best interest of the public; and

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

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Animal Control Department of the County shall provide such services as are necessary to secure the enforcement and uniformity of animal control regulations within the Town in compliance with the animal control ordinances of the County and in accordance with the laws of the State of South Carolina where applicable.

2. The Town, within a reasonable time after the signing of this Agreement, shall adopt an ordinance compatible with the County's animal control regulations and any amendments which are made or which may be made thereto into the Town's Code of Laws.

3. The Town shall not enforce nor authorize such regulations until such time as the County has been provided with and approved such regulations.

4. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to the enforcement of those animal control regulations of the County, the County's regulations shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the enforcement of such regulations within the territorial limits of the Town of Arcadia Lakes which lie within the jurisdiction of Richland County.

5. Either party hereto may terminate this Agreement at any time by giving the other party thirty (30) days written notice of its desire to terminate this Agreement.

6. This Agreement may be amended, modified or changed only upon the written agreement of the County Council of Richland County and Town Council of the Town of Arcadia Lakes.

7. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Arcadia Lakes which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the County of Richland has, by direction of its County Council, caused this Agreement to be executed by the Chairwoman of the Richland County Council; and the Town of Arcadia Lakes has, by direction of its Town Council, caused this Agreement to be executed by the Mayor of the Town of Arcadia Lakes, this 5th day of November, 1979, which shall be known as the effective date of this Agreement.

WITNESSES:

COUNTY OF RICHLAND:

Brenda Ward
Kathryn Gates Jones

By: Candy Y. Waters
Chairwoman, Richland County Council

Attest: Betty S. McWester
(Acting) Clerk, Richland County Council

TOWN OF ARCADIA LAKES:

James B. ...
Susan B. Killian

By: L. Henry McKellar
Mayor, Town of Arcadia Lakes

Attest: Patricia P. ...
Clerk, Town of Arcadia Lakes

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me Brenda Ward
who being duly sworn says that (s)he saw the within-named County of
Richland, by its Chairwoman and Clerk of Council sign, seal and as
its act and deed deliver the within Agreement, and that (s)he with
Kathryn Yates Jones witnessed the execution thereof.

Brenda Ward

SWORN to before me this 6th
day of November, 1979.

Kathryn Yates Jones
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: Feb. 9, 1980.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PERSONALLY appeared before me JACK A. BOGGS
who being duly sworn says that (s)he saw the within-named Town of
Arcadia Lakes, by its Mayor and Clerk sign, seal, and as its act
and deed deliver the within Agreement, and that (s) with
SUSAN B. KILBURN witnessed the execution thereof.

James Dorn

SWORN to before me this 23
day of August, 1979.

Wm. H. Price
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission expires: 1. 7. 81

Richland County Council Request of Action

Subject

Professional Services / Airport Work Authorizations 6 & 7 [PAGES 192-202]

Notes

October 28, 2014 - The Committee recommended that Council authorize executing Work Authorization 6 for \$382,100.00 and Work Authorization 7 for \$55,000. Work Authorization 6 provides the services for the redesign and rebidding of a single project for the extension of Taxiway 'A' into two separate project phases that will be constructed over a multi-year period. Additionally, Work Authorization 6 includes the administration and construction inspection of the initial phase of the project (Phase I). Work Authorization 7 provides the services for the easement acquisition associated with both the Taxiway 'A' extension and the airspace surrounding the airport. The services for Work Authorizations 6 and 7 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Airport Work Authorizations 6 & 7

A. Purpose

County Council is requested to approve two Work Authorizations (WAs) for professional services with WK Dickson & Company, Inc of Columbia, SC for the following at the Jim Hamilton – LB Owens Airport (CUB):

- ➔ Redesign / rebidding of a single project for the extension of Taxiway ‘A’ into two separate project phases (WA 6);
- ➔ Construction inspection and administration of Phase I (WA 6);
- ➔ Continuation of land and aviation easement acquisition services (WA 7);

Please note that there are three other Requests of Action related to this ROA.

B. Background / Discussion

The single project for the construction of the extension to Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) was advertised for bid this summer. However, only two contractors submitted bids and they both exceeded the engineer’s estimate by over 100%. An award could not be made due to the lowest bid greatly exceeding the anticipated amount of the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant. The bids were rejected and no award was recommended.

Based on consultation with the staffs of the FAA and our Airport Consultant, WK Dickson & Company, Inc, it was decided that redesigning the single project into two project phases to be constructed over a multi-year / multi-grant period was an appropriate approach.

Work Authorization 6 (WA 6) provides the services for this redesign and rebidding (as well as any ancillary permit modifications and additional work that was necessary for the FEMA Letter of Map Revision (LOMR) associated with this project). It also provides for construction inspection and administration of Phase I.

Work Authorization 7 (WA 7) provides the services for continued land and aviation easement acquisition associated with both the Taxiway ‘A’ extension as well as the airspace surrounding the airport. This work was started and partially completed under a previous consultant in earlier grants. This will permit the continuation of this work and the close out of the older FAA AIP grants.

Copies of the consultant’s Work Authorizations are contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request:

- February 2011 Airport Master Plan approved
- June 2012 Master Agreement with WK Dickson & Company, Incorporated awarded
- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)

D. Financial Impact

The funding for this project will be primarily provided by grant funds as follows:

Work Authorization 6 (WA 6)

Federal (FAA)	90%	\$343,890	AIP Grant accepted
State (SCAC)	5%	\$ 19,105	SCAC Grant approved
Local (RC)	5%	<u>\$ 19,105</u>	Included in the FY15 airport budget
Total	100%	\$382,100	

Work Authorization 7 (WA 7)

Federal (FAA)	90%	\$ 49,500	AIP Grant accepted
State (SCAC)	5%	\$ 2,750	SCAC Grant approved
Local (RC)	5%	<u>\$ 2,750</u>	Included in the FY15 airport budget
Total	100%	\$ 55,000	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport capital budget.

E. Alternatives

1. Approve the request to authorize executing Work Authorizations 6 & 7 for the professional services described herein and further described in detail in the enclosures to this document. This will permit the enhancement airport safety and compliance with FAA-recommended design standards.
2. Do not approve the request to authorize executing
3. Work Authorizations 6 & 7 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit the enhancement airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to authorize executing Work Authorizations 6 & 7 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Christopher S. Eversmann, PE, AAE
 Department: Airport
 Date: October 9, 2014

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Policy decision left to Council's discretion. The work authorization states that the original Contract Documents will be revised to split the project into two phases. Those documents have not been attached, so Legal will defer to Procurement's opinion of the appropriateness of such a contract change.

Administration

Reviewed by: Sparty Hammett

Date: 10/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

WORK AUTHORIZATION NO. 6

September 29, 2014

FOR:

BASIC CONTRACT FOR PROFESSIONAL SERVICES

TAXIWAY "A" EXTENSION RE-DESIGNS, BID PHASE AND CONSTRUCTION PHASE SERVICES

Project Overview

The initial Bidding of the complete Taxiway "A" Extension Project (June 19, 2014) showed that it would be best to divide the Taxiway "A" Project into two (2) distinct Phases. The original Project Plans will be re-packaged, re-designed as necessary, and re-bid. Phase 1 will include select clearing, grubbing, fencing and the construction of Taxiway Delta. Phase 2 will be re-designed to eliminate or greatly reduce the need for a waterway by-pass and the design of remaining elements to complete the Taxiway "A" Extension project. These changes will require that the CONSULTANT plan for a temporary threshold relocation during construction.

The OWNER wishes to construct the following improvements at the Jim Hamilton – L.B. Owens Airport, hereinafter referred to as the PROJECT. The PROJECT will include the following:

Scope of Services

I. CONSULTANT will revise the existing Contract Documents into two (2) distinct phases.

Phase 1. Re-Package as Phase 1 to include, at a minimum, the following construction elements:

- A. Project Development Phase:
 - CONSULTANT to coordinate with the OWNER, FAA and SCAC concerning repackaging and altering grant application request for 2014. Grant request will include other elements for the Fiscal Year 2014 application such as design and construction of mitigation measures.
 - CONSULTANT to amend Fiscal Year 2015 pre-applications and assist OWNER on coordination with funding agencies.

- B. Phase 1 Re-Design:
 - Tree Clearing and Grubbing of the newly acquired property (for the purpose of preparing a future Lay-Down Area) and the clearing of Devil's Ditch, including the removal of refuse and disposed construction debris. Devil's Ditch will not be grubbed.
 - Select Permanent and Temporary Fencing (primarily wire mesh fabric, per FAA standards where necessary).
 - Existing Fencing removal and Demolition.
 - The Construction of Taxiway Delta, including lighting and striping.
 - Improvements associated with the Runway 31 Safety Area of the Airfield, located to the south of the approach end of Runway 31 and adjacent to the existing runway safety area. These improvements will consist of repair and rehabilitation of existing large rills and washes along the edge of the existing

runway safety area. Select Airfield Grading and the construction of a retaining wall on the airfield, to abate erosion and to improve maintenance efficiency.

- Improvement of the existing ditch at the end of Plowden Street (new design item).
- SCDHEC required Erosion Control, Seeding and Mulching, Compost Blanket application, etc.
- Preparation of Contract Documents.
- Services During Bidding

C. Construction Administration/Construction Observation:

- Engineering services for Construction Administration and Construction Observation of Phase 1 Improvements.
- Conduct Pre-Construction, weekly and monthly project meetings.
- Administer the project during construction.

NOTE: The completion of Phase 1 construction will leave CUB with the following Improvements:

- Newly acquired parcels: cleared, grubbed and seeded.
- A significant reduction in Transitional Surface Obstructions.
- Newly constructed Taxiway Delta.
- Improved Airfield Maintenance and Erosion/Settlement Control outside of and adjacent to the RW31 End Safety Area.

A completed Phase 1 will allow potential Phase 2 Contractors to clearly see the Phase 2 jobsite, which should allow for better pricing of Phase 2.

II. The CONSULTANT will revise the existing Construction Plans to reflect a completion of Phase 1 improvements, and to prepare Phase 2 Construction Documents for Bidding.

Phase 2. The CONSULTANT will re-design the Taxiway Extension project utilizing a temporary threshold relocation, which will allow the Construction Plans to depict an alternative method for by-passing the flow in Devil's Ditch and allow construction of the culvert conveyance on a different geometry.

Therefore, the CONSULTANT will Re-Design the project and Re-Package it as Phase 2 to include, at a minimum, the following elements:

A. Project Development Phase

- CONSULTANT to meet with suppliers and contractors to analyze and determine factors driving escalated costs in the original June 2014 Bid.
- CONSULTANT to coordinate with the OWNER, FAA and SCAC concerning repackaging and altering grant application request for 2014. Grant request will include other elements for the Fiscal Year 2014 application such as design and construction of mitigation measures.
- CONSULTANT to amend Fiscal Year 2015 pre-applications and assist OWNER on coordination with funding agencies.

B. Phase 2 (Final Phase) Re-Design

- The required 21' diameter culvert, including wing-walls and headwalls.

- A revised SCDHEC Land Disturbance Permit for Construction Activities for the taxiway extension, depicting the major change in design.
- Temporary displacement of the Runway Threshold.
- The ultimate diversion of the water-flow to this newly constructed culvert.
- The back-filling of the existing Devil's Ditch section now conveyed by this culvert.
- Completion of permanent Security fencing and the 12 foot privacy fence for the Columbia Gardens apartment complex.
- Installation of required Landscaping.
- Temporary/Existing Fencing removal and Demolition.
- The Construction of the extension of Taxiway "A" and the adjoining by-pass Taxiway, including lighting and striping.
- Construction of select retaining walls.
- SCDHEC required Erosion Control, Seeding and Mulching, Compost Blanket application, and other erosion appurtenances.
- Services during Bidding.

Assumptions/Exceptions

This WORK AUTHORIZATION does not provide for any assistance or coordination related to additional land acquisition or landowner coordination meetings, nor does it include any Phase 2 services associated with construction administration and observation. This WORK AUTHORIZATION does not provide for any revisions to the approved FONSI or Environmental Assessment. These services can be provided as an additional service or under a separate work authorization, as requested, if needed.

DELIVERABLES

Deliverables include Plans, Specifications and Contract Documents for Phase 1 and Phase 2.

III. Administrative Costs, Coordination and Funding Assistance.

Includes past and future Administrative Costs, such as Permit Fees, Advertising Costs, etc.

IV. Additional Stormwater Modeling and Land Surveying Costs

FEMA Permitting required Stormwater Modeling in addition to the Modeling described in WK Dickson's original Work Authorization No. 1. A Letter of Map Revisions (LOMR) was prepared and submitted in order to bring the City of Columbia and Richland County into FEMA compliance, due to numerous projects that had occurred and were never updated to reflect airfield construction completed in the early 1980's. Bringing these conditions into compliance was necessary in order to establish a pre-project baseline model which was then used to evaluate the impacts of the Airport's proposed improvements. In order to achieve this expanded Modeling, additional Surveying work was also necessary.

In order to be able to complete the Modeling effort, the CONSULTANT discovered an anomaly within this tributary that was neither foreseen nor reflected in the existing models retrieved from FEMA and the U.S. Army Corps of Engineers (Corps). The CONSULTANT discovered a "split flow" at the existing Norfolk Southern Railroad (RR) tracks that overflowed the tracks. This anomaly created a unique situation that was deemed "highly

unusual" by FEMA's consultants. This anomaly caused unforeseen modeling and coordination efforts required of CONSULTANT'S staff to complete the LOMR application. Additional surveying was required, outside the Basin initially outlined in the CONSULTANT'S original scope of services. The survey effort included additional cross-sections and the retrieval of finished floor elevations of a significant number of houses at the request of FEMA reviewers.

This WORK AUTHORIZATION authorizes the ENGINEER to provide the professional services described. The schedule of services to be provided and fees include:

SPECIAL SERVICES

I.	Phase 1		
A.	Project Development Phase <i>(Includes Phase Formulation, Coordination & Funding Assistance)</i>	Lump Sum	\$15,500.00
B.	1. Phase 1 Additional Design, Plan & Specification Re-Packaging	Lump Sum	\$42,200.00
	2. Phase I Bidding	Lump Sum	\$9,160.00
C.	1. Construction Administration	Lump Sum	\$41,740.00
	2. Construction Observation	Hourly, Estimated	\$96,000.00
	3. QA Soils and Materials Testing	Lump Sum	\$10,000.00
II.	Phase 2		
A.	Project Development Phase <i>(Includes Phase Formulation, Coordination & Funding Assistance)</i>	Lump Sum	\$21,500.00
B.	1. Phase 2 Re-Design, Plans and Specification Re-Packaging, Permit Revisions	Lump Sum	\$79,000.00
	2. Phase 2 Bidding	Lump Sum	\$12,000.00
III.	Administrative Costs <i>(Permit Fees, Advertising Costs, etc...)</i>	Actual Cost	\$25,000.00
IV.	Additional Stormwater Modeling And Land Surveying	Lump Sum	\$30,000.00

WORK AUTHORIZATION No. 6 TOTAL \$382,100.00

W.K. Dickson & Co., Inc.

Jim Hamilton – L.B. Owens Airport
Work Authorization No. 6
Taxiway 'A' Extension - Phases 1 & 2

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

WORK AUTHORIZATION NO. 7

September 29, 2014

FOR:

**MISCELLANEOUS PROFESSIONAL SERVICES
INCLUDING LAND ACQUISITION, EASEMENT CONDEMNATIONS, ETC.**

Project Overview

The purpose of this project is to give Richland County access to Land and Avigation Easement Acquisition Services, on an "on-call" basis. Services will be rendered as Richland County requests

1. Scope of Services

The CONSULTANT will provide On-Call surveying, appraisal, negotiating and administration assistance for the purposes of effectuating various property condemnation and easement acquisitions, as requested by Richland County for the Jim Hamilton - L.B. Owens Airport (CUB).

These exact services are unknown at this time, but are intended to be utilized by the OWNER to complete existing grants from previous fiscal years. This Contract will serve as a resource, should such needs arise. WK Dickson will receive from Richland County a written scope for all work performed under this Contract and will only proceed when authorized as requested.

The Scope of Services will include any services requested and may include Administrative Assistance, Land Surveying, the preparation of Exhibits, assistance with Negotiations, the procurement of third party Appraisal Services, etcetera, as requested by Richland County.

2. Basis of Compensation

Hourly, Not to Exceed Fee: \$55,500.00 per attached 2014 Rate Schedule. This Rate Schedule is subject to change January 1, 2015.

3. Deliverables

Deliverables will vary and will relate directly to the services requested.

4. Additional Work

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

W.K. Dickson & Co., Inc.

*Jim Hamilton - L.B. Owens Airport
Work Authorization No. 7
Condemnation Easement Assistance*

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC).

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W.K. Dickson & Co., Inc.

Witness

Witness

Date

Date

Richland County Council Request of Action

Subject

Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8 [**PAGES 203-214**]

Notes

October 28, 2014 - The Committee recommended that Council authorize executing amendment 1 to Work Authorization 5 for \$177,200.00 and Work Authorization 8 for \$110,000.00. The amendment 1 to Work Authorization 5 completes the design and bidding of the wetland and stream mitigation project, and addresses the additional work required beyond the scope and fee of the original Work Authorization. Work Authorization 8 provides seven years of stream mitigation monitoring, which is a condition of the US Army Corps of Engineers permit approval. The services for the amendment 1 to Work Authorization 5 and Work Authorization 8 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Airport Work Authorizations 5 (Amendment 1) & 8

A. Purpose

County Council is requested to approve an amendment to an existing Work Authorization (WA) and a new WA for professional services with WK Dickson & Company, Inc of Columbia, SC for the following at the Jim Hamilton – LB Owens Airport (CUB):

- Final design of the wetland and stream mitigation project required by the extension of Taxiway ‘A’ at the airport (WA 5 / Amend 1);
- Construction inspection and administration of the wetland and stream mitigation project (WA 5 / Amend 1); and
- Multi-year mitigation project stream monitoring (WA 8);

Please note that there are three other Requests of Action related to this ROA.

B. Background / Discussion

These are traditionally funded FAA projects related to the airport, but are not “airport projects” *per se* in that they are not physically located on airport property and do not construct aeronautical improvements.

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both wetlands as well as a stream. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well.

Initial design of this wetland and stream mitigation project was completed under Work Authorization 5 (WA 5). Amendment 1 to WA 5 completes the design and bidding as well as addresses additional work required beyond the scope and fee of the original Work Authorization (primarily multiple meetings with a Home Owner’s Association Board).

Additionally, construction inspection and administration for the mitigation construction project (award of which is being requested in a separate ROA), is included in WA 5 / Amend 1.

Finally, US Army Corps of Engineers (USACE) permit approval conditions include a seven-year monitoring and reporting requirement which is included in WA 8.

Copies of the consultant’s Work Authorizations are contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

- February 2011 Airport Master Plan approved

- June 2012 Master Agreement with WK Dickson & Company, Inc awarded
- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)

D. Financial Impact

The funding for this project will be primarily provided by grant funds as follows:

Amendment 1 to Work Authorization 5 (WA 5 / Amend 1)

Federal (FAA)	90%	\$159,480	AIP Grant accepted
State (SCAC)	5%	\$ 8,860	SCAC Grant approved
Local (RC)	5%	<u>\$ 8,860</u>	Included in the FY15 airport budget
 Total	 100%	 \$177,200	

Work Authorization 8 (WA 8)

Federal (FAA)	90%	\$ 99,000	AIP Grant accepted
State (SCAC)	5%	\$ 5,500	SCAC Grant approved
Local (RC)	5%	<u>\$ 5,500</u>	Included in the FY15 airport budget
 Total	 100%	 \$110,000	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport budget.

E. Alternatives

1. Approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 for the professional services described herein and further described in detail in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.
2. Do not approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to authorize executing Amendment 1 to Work Authorization 5 and Work Authorization 8 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Christopher S. Eversmann, PE, AAE
 Department: Airport
 Date: October 9, 2014

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/14/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

AMENDMENT NO. 1
September 29, 2014

to
WORK AUTHORIZATION NO. 5
(April 14, 2014)

FOR:
FINAL DESIGN, ADDITIONAL DESIGN, BIDDING AND
CONSTRUCTION ADMINISTRATION & OBSERVATION SERVICES

PROJECT DESCRIPTION

WK Dickson has prepared a stream and wetland enhancement plan and construction design for the Little Jackson Creek Site in Richland County, South Carolina. This project generally follows the conceptual design described in the Owens Field Individual Permit submitted to the US Army Corps of Engineers (i.e. the stream's alignment will remain within the existing channel and structures designed to provide stabilization and functional uplift). The Little Jackson Creek site provides 'permittee responsible' mitigation that will offset the Owens Field Project's unavoidable stream and wetland impacts.

ORIGINAL PROJECT

The original project did not include the following items:

- As built surveys.
- Construction oversight and initial monitoring.
- Annual monitoring services.
- Bid documents.
- SCDHEC/SWPPP Permitting

Scope of Services

A. Final Design

WK Dickson currently has a Contract (Work Authorization No. 5) for the Mitigation Plans through 80%. These additional services will allow these Plans and Specifications to be completed in order to advertise for bids. In addition, in developing the above plans, the existing Home Owner's Association (HOA) requested WK Dickson to explore Alternative Designs to the Mitigation as originally proposed and designed. These alternatives also necessitated additional Topographic Land Surveying Services. The HOA also requested numerous additional meetings with the County and WK Dickson than what was previously anticipated.

B. Additional Design and Surveying Services

These Additional Services, above those contracted in Work Authorization No. 5, are as follows:

PHASE 1 - EXISTING CONDITIONS ASSESSMENT

A. Watershed Reconnaissance

Additional days of Field Reconnaissance are required.

B. Data Collection

Additional topographic surveying is necessary in order to investigate alternatives requested by the HOA. These additions include survey and design of additional stream "reaches."

C. Natural Community Types

Existing plant communities along the alternative areas were observed and identified.

D. Soils

(no additional work)

E. Streams Reach Analysis

Additional stream reach analysis to be conducted on the additional reach to be surveyed above.

F. Habitat Assessment

WK Dickson to review additional habitat assessment to measure woody debris size and volume in the additional reference reach and design reaches.

G. Wetlands

Additional areas to be field investigated for possible wetlands.

PHASE 2 - REFERENCE ASSESSMENT

A. Reference Reach Identification

The HOA has requested that an additional Reach be investigated and subsequently designed.

B. Reference Wetland

The additional design will address the potential wetland additions. The reference area data will be incorporated into the restoration plan.

C. Reference Stream

The HOA has requested additional reference reach analysis which will result in additional Existing Conditions Assessment and Reference Assessment Services.

PHASE 3 – SURVEY

In order to achieve the above, additional survey crew time is required for the added reach.

C. Bidding Phase

CONSULTANT will provide services during Bidding, such as: Advertising, Pre-Bid Meeting, RFI Responses, preparation of Addendums, and Bid Opening.

D. Construction Administration/Construction Observation Services

CONSULTANT will provide Construction Administration services (contract routing, pre-construction meeting, attend weekly and monthly meetings, review shop drawings submittals, change order, pay requests, final pay applications and project close-out documentation, including grant close-out. CONSULTANT will provide in-field Construction Observation services on a periodic basis, coordinate testing, surveying, observe contractor’s daily operations, and prepare reports.

This Amendment No. 1 to WORK AUTHORIZATION NO. 5 authorizes the ENGINEER to provide the professional services described. The schedule of services to be provided and fees include:

SECTION I - BASIC SERVICES

A.	Final Design Phase <i>(Through 100% Design)</i>	Lump Sum	\$24,600.00
B.	Additional Design and Surveying Services <i>(includes meetings w/ HOA)</i>	Lump Sum	\$33,000.00
C.	Bidding Phase	Lump Sum	\$9,600.00
SUB-TOTAL BASIC SERVICES			\$67,200.00

SECTION II - SPECIAL SERVICES

D.	Construction Administration/ Construction Observation	Lump Sum	\$110,000.00
SUB-TOTAL SPECIAL SERVICES			\$110,000.00
AMENDMENT NO. 1 TO WORK AUTHORIZATION No. 5 TOTAL			\$177,200.00

W.K. Dickson & Co., Inc.

Jim Hamilton – L.B. Owens Airport
Amendment No. 1 to Work Authorization No. 5
Mitigation - Additional Design & CA/CO

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

WORK AUTHORIZATION NO. 8

September 29, 2014

FOR:

BASIC CONTRACT FOR PROFESSIONAL SERVICES

Project Overview

For Stream Mitigation projects, the United States Army Corps of Engineers (USACE) requires that for seven (7) years, Mitigation sites be physically monitored in the field annually and that a report be prepared and submitted, describing the performance and condition of the Mitigation site.

1. Scope of Services

The CONSULTANT will provide stream mitigation monitoring services for the proposed Little Jackson Creek Mitigation Improvements.

This service will include monitoring of the USACE and SCDHEC 404/401 permit requirements for a Seven (7) year period.

See Attachment A for comprehensive Scope of Services.

2. Basis of Compensation

Lump Sum Fee: \$110,000

For grant purposes, fee will be billed at the time of execution of this Work Authorization. Duties will be performed by CONSULTANT semi-annually for a 7-year period from date of execution of this Amendment. The OWNER will be provided a copy of the reports as they are performed.

3. Deliverables

Deliverables include seven (7) annual reports.

4. Additional Work

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

W.K. Dickson & Co., Inc.

*Jim Hamilton - L.B. Owens Airport
Work Authorization No. 8
Mitigation - 7-Year Monitoring*

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC).

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W.K. Dickson & Co., Inc.

Witness

Witness

Date

Date

ATTACHMENT A

Little Jackson Creek Mitigation Project - Columbia, SC, Richland County

Scope of Services

In order to accommodate the requirements of the issued USACE/SCHEC 404/401 Permits for the Taxiway "A" Taxiway Extension Project at the Jim Hamilton-L.B. Owens Airport and the associated stream mitigation impacts to "Devils Ditch", a Seven-Year monitoring effort needs to occur to verify the performance of the mitigation project. The mitigation required and performed at Little Jackson Creek will be monitored over the next seven years for the below listed metrics. Additional to the monitoring data collection described below, the boundary of the easement/restrictive covenant will have to be surveyed and recorded with the county, and the baseline dataset, including selection and installation of monitoring data collection sites (e.g., cross sections and vegetation plots) will be collected; these items will be performed in the first monitoring effort.

Stream mitigation success will be demonstrated by:

Bank-Full Events

The occurrence of bank-full events within the monitoring period will be documented by the use of a crest gauge and photographs. The crest gauge will record the highest watermark between site visits, and the gauge will be checked each time there is a site visit to determine if a bank-full event has occurred. Photographs will be used to document the occurrence of debris lines and sediment deposition on the floodplain during monitoring site visits.

Cross Sections

Four permanent cross-sections will be installed, with two located at riffle cross-sections, and two located at pool cross-sections. Each cross section will be marked on both banks with permanent pins to establish the exact transect used. A common benchmark will be used for cross-sections and consistently used to facilitate easy comparison of year-to-year data. The annual cross section survey will include points measured at all breaks in slope, including top of bank, bank-full, inner berm, edge of water, and thalweg, if the features are present. Riffle cross sections will be classified using the Rosgen stream classification system.

Bed Material Analyses

The project stream reach is composed of materials in the sand size sediment fraction. Since the median grain size (D50) is similar to the reference reaches studied, it is unexpected that a substantial change will occur. Wolman pebble counts will be conducted at all four cross-section locations.

Longitudinal Profiles

A complete longitudinal profile will be conducted in Year One and Year Three of the monitoring period. Measurements will include thalweg, water surface, inner berm, bank-full, and top of low bank. Each of these measurements will be taken at the head of each feature, for example, riffle, pool, and the max pool depth. The survey will be tied to a permanent benchmark.

Vegetative Monitoring

In order to determine if the success criteria are achieved, three riparian vegetation monitoring transects will be installed on the restoration site. The size of individual transects will be 24 x 40 feet.

Baseline vegetation monitoring will occur in spring after leaf-out has occurred. Monitoring will occur between July and November in subsequent years. Individual plot data for woody species will be provided.

At the end of the first growing season, species composition, density, and survival will be evaluated. For each subsequent year, until the final success criteria is achieved, the restored site will be evaluated between July and November.

Digital Image Stations

Digital images will be used to visually document restoration success. Reference stations will be recorded before construction and continued for at least five years following construction. Reference images will be taken once a year. After construction has taken place, reference stations will be marked with wooden stakes.

Lateral reference images. Reference images will be recorded at each permanent cross section. Images will be recorded of both banks at each cross section. The survey tape will be centered in the images of the bank. The water line will be located in the lower edge of the frame and as much of the bank as possible included in each image. Photographers will make an effort to consistently maintain the same area in each photo over time.

Structure images. Digital images will be taken at each grade control structure along the restored stream. Photographers will make every effort to consistently maintain the same area in each photo over time.

Richland County Council Request of Action

Subject

Construction Contract Award / Airport Stream and Wetland Mitigation project [**PAGES 215-222**]

Notes

October 28, 2014 - The Committee recommended that Council award a construction contract to Shamrock International Corporation in the amount of \$910,462.00 for the construction of a stream and wetland mitigation project in the Spring Valley neighborhood. This project is necessary in order to extend Taxiway 'A' at the Jim Hamilton - LB Owens Airport.

Richland County Council Request of Action

Subject: Construction Contract Award / Airport Stream and Wetland Mitigation project

A. Purpose

County Council is requested to approve award of a construction contract to Shamrock International Corporation of Browns Summit, NC for construction of a stream and wetland mitigation project in the Spring Valley neighborhood. This project is necessary in order to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB).

Please note that there are three other Requests of Action related to this ROA

B. Background / Discussion

This is a traditionally funded FAA project related to the airport, but not an “airport project” *per se* in that it is not physically located on airport property and does not construct aeronautical improvements.

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both a stream as well as a wetland. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well. FAA regulations require that environmental mitigation projects be separated from the airport by at least 10,000 feet.

An exhibit that shows the project location is contained as an enclosure to this RoA. The project site selection and project design were performed in consultation with the Richland County Stormwater Management staff.

The project was advertised for bid during September and the following four bids were received:

→ Richardson Construction Co	\$2,098,850
→ Cherokee, Inc	\$1,797,005
→ River Works, Inc	\$1,234,001
→ Shamrock International Co	\$ 910,462

The Engineer’s Estimate was \$1,200,000.

Copies of the consultant’s award recommendation and the project bid tabulation are also contained as enclosures to this request. This project is primarily funded by Federal (90%) and State (5%) grants, with funding information provided below.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

- February 2011 Airport Master Plan approved
- June 2012 Master Agreement with WK Dickson & Company, Incorporated awarded

- January 2013 Work Authorization 1 approved (initial Twy 'A' extension design)
- January 2014 Work Authorization 3 approved (final Twy 'A' extension design)
- April 2014 Work Authorization 5 approved (initial mitigation design)
- September 2014 Mitigation Project advertised

D. Financial Impact

The funding for this project will be primarily provided by grant funds as follows:

Federal (FAA)	90%	\$819,416	AIP Grant accepted
State (SCAC)	5%	\$ 45,523	SCAC Grant approved
Local (RC)	5%	<u>\$ 45,523</u>	Included in the FY15 airport budget
 Total	 100%	 \$910,462	

Federal funds have been issued in AIP Grant 3-45-0017-020-2014. State funds have been applied for and approved, and Local funds are included in the current FY airport capital budget.

E. Alternatives

1. Approve the request to award a construction contract to Shamrock for the stream and wetlands mitigation project described herein as recommended in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.
2. Do not approve the request to award a construction contract to Shamrock for the stream and wetlands mitigation project described herein as recommended in the enclosures to this document. This will permit the required environmental mitigation necessary to ultimately enhance airport safety and compliance with FAA-recommended design standards.

F. Recommendation

It is recommended that Council approve the request to award a construction contract to Shamrock International Corporation for the stream and wetlands mitigation project.

Recommended by: Christopher S. Eversmann, PE, AAE

Department: Airport

Date: October 9, 2014

G. Reviews

(Please **SIGN** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: Daniel Driggers

Date: 10/9/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Procurement

Reviewed by: Cheryl Patrick

Date: 10/10/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Grants

Reviewed by: Sara Salley

Date: 10/10/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/14/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



October 8, 2014

Mr. Christopher Eversmann, PE, AAE
Jim Hamilton - L.B. Owens Airport
1400 Jim Hamilton Boulevard
Columbia, SC 29205

Ms. Christy Swofford, CPPB
Richland County
Office of Procurement & Contracting
2020 Hampton Street, Suite 3064
Columbia, SC 29204

RE: Little Jackson Creek Mitigation
WKD Project No. 20140060.00.CL

Dear Mr. Eversmann and Ms. Swofford:

Construction bids for the referenced project were received on October 2, 2014 at 2:00 PM. Four (4) total bids were received and read aloud. An itemized tabulation of the bids submitted is enclosed for your review and information.

We have reviewed the bids, original proposal documents, and bid tabulation enclosed herein. We recommend that you award the project to the lowest bidder, Shamrock International Corporation, with a bid price in the amount of \$910,462.00.

We recommend the award to Shamrock International Corporation subject to their ability to provide all required bonding and other assurances as required in the specifications. We also recommend this award due to the availability of sufficient federal and state funding assistance offered.

Please carefully examine these documents and contact us if you have any questions.

Sincerely,
W. K. Dickson & Co., Inc.



Kenneth C. Hawk Jr., PE
Senior Project Manager

KCH/st
Enclosures – Christy Swofford – original bids
cc: John Marshall, PE - FAA, w/encl

1320 Main Street
Suite 400
Columbia, SC 29201
Tel. 803.786.4261
Fax 803.786.4263
www.wkdickson.com

Transportation • Water Resources • Urban Development • Geomatics

Bid Tabulation - October 2, 2014

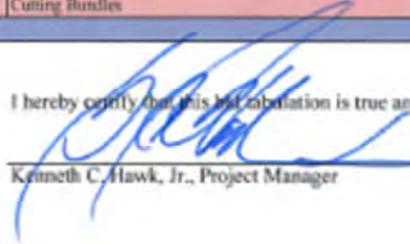
Little Jackson Creek Mitigation - Jim Hamilton - L.B. Owens Airport

Item #	Spec #	Description	Quantity	Unit	Stamrock International Corporation		River Works, Inc.		Cherokee, Inc.		Richardson Construction Company of Columbia, SC	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	M-101	Mobilization	1	LS	\$33,447.00	\$33,447.00	\$60,000.00	\$60,000.00	\$89,500.00	\$89,500.00	\$200,000.00	\$200,000.00
2	D-752	Concrete Endwall 1 - Upstream (NCDOT Std 838.40)	1	EA	\$25,925.00	\$25,925.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$28,000.00	\$28,000.00
3	D-752	Concrete Endwall 2 - Upstream (NCDOT Std 838.40)	1	EA	\$25,925.00	\$25,925.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00
4	D-752	Precast Junction Box	1	EA	\$59,992.00	\$59,992.00	\$74,000.00	\$74,000.00	\$60,000.00	\$60,000.00	\$50,000.00	\$50,000.00
5	D-701	72" RCP	76	LF	\$528.00	\$40,128.00	\$700.00	\$53,200.00	\$400.00	\$30,400.00	\$500.00	\$38,000.00
6	P-151	Clearing and Grubbing	12.6	AC	\$10,075.00	\$126,945.00	\$8,200.00	\$103,320.00	\$20,006.00	\$232,075.00	\$15,000.00	\$189,000.00
7	P-152	Unclassified Excavation	26,000	CY	\$6.60	\$171,600.00	\$7.20	\$189,800.00	\$12.50	\$325,000.00	\$8.00	\$208,000.00
8	P-152	Select Backfill	8,500	CY	\$6.20	\$52,700.00	\$7.80	\$66,300.00	\$12.50	\$106,250.00	\$16.00	\$136,000.00
9	P-152	Unsuitable Excavation (haul off)	17,500	CY	\$6.70	\$117,250.00	\$19.40	\$339,500.00	\$12.50	\$218,750.00	\$32.00	\$560,000.00
10	P-156	Temporary 12" Diameter Compost Filter Sock	2,200	LF	\$8.00	\$17,600.00	\$8.30	\$18,260.00	\$7.00	\$15,400.00	\$10.00	\$22,000.00
11	P-156	Temporary Sediment Trap	3	EA	\$6,804.00	\$20,412.00	\$7,000.00	\$21,000.00	\$65,000.00	\$195,000.00	\$4,300.00	\$12,900.00
12	P-156	Temporary Diversion Ditch	3,000	LF	\$2.00	\$6,000.00	\$2.00	\$6,000.00	\$5.00	\$15,000.00	\$2.00	\$6,000.00
13	T-901	Temporary Seeding	14	AC	\$825.00	\$11,550.00	\$600.00	\$8,400.00	\$800.00	\$11,200.00	\$1,500.00	\$21,000.00
14	T-901	Permanent Seeding	11	AC	\$1,925.00	\$21,175.00	\$2,300.00	\$25,300.00	\$2,500.00	\$27,500.00	\$1,800.00	\$19,800.00
15	STR-1	Pump around Operation	1	LS	\$11,837.00	\$11,837.00	\$15,200.00	\$15,200.00	\$100,000.00	\$100,000.00	\$30,000.00	\$30,000.00
16	STR-3	Channel Plug	5	EA	\$3,532.00	\$17,660.00	\$820.00	\$4,100.00	\$2,500.00	\$12,500.00	\$2,000.00	\$10,000.00
17	STR-4	Safety Fencing	1,375	LF	\$1.40	\$1,925.00	\$3.00	\$4,125.00	\$4.00	\$5,500.00	\$4.00	\$5,500.00
18	STR-5	Filter Fabric (riprap pad, spillway, junction box)	230	SY	\$2.30	\$529.00	\$2.50	\$575.00	\$5.00	\$1,150.00	\$10.00	\$2,300.00
19	STR-5	Class A RipRap (riprap pad)	20	TN	\$73.00	\$1,460.00	\$75.00	\$1,500.00	\$100.00	\$2,000.00	\$400.00	\$8,000.00
20	STR-5	Class B RipRap (spillway, junction box)	239	TN	\$59.00	\$14,101.00	\$81.00	\$19,359.00	\$75.00	\$17,925.00	\$300.00	\$71,700.00
21	STR-7	Erosion Control Matting	3,300	SY	\$6.70	\$22,110.00	\$5.25	\$17,325.00	\$5.00	\$16,500.00	\$6.00	\$19,800.00
22	STR-8	Brush Toe	532	LF	\$5.00	\$2,660.00	\$30.00	\$15,960.00	\$20.00	\$10,640.00	\$50.00	\$26,600.00
23	STR-8	Boulder Sill	2	EA	\$4,392.00	\$8,784.00	\$3,000.00	\$6,000.00	\$10,000.00	\$20,000.00	\$5,000.00	\$10,000.00
24	STR-8	Log Grade Control	6	EA	\$1,549.00	\$9,894.00	\$2,000.00	\$12,000.00	\$5,000.00	\$30,000.00	\$1,000.00	\$6,000.00
25	STR-8	Log Outlet Structure	1	EA	\$736.00	\$736.00	\$1,450.00	\$1,450.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00
26	STR-8	Log Drop Structure	15	EA	\$1,340.00	\$20,100.00	\$1,600.00	\$24,000.00	\$5,000.00	\$75,000.00	\$7,500.00	\$112,500.00
27	STR-8	Bedded Log Structure	3	EA	\$1,216.00	\$3,648.00	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$7,500.00	\$22,500.00
28	STR-8	Small Woody Debris	22	EA	\$428.00	\$9,416.00	\$540.00	\$11,880.00	\$250.00	\$6,250.00	\$1,500.00	\$33,000.00
29	STR-8	Large Woody Debris	27	EA	\$706.00	\$19,062.00	\$700.00	\$18,900.00	\$500.00	\$13,500.00	\$3,000.00	\$81,000.00
30	STR-8	Floodplain Sill	5	EA	\$1,729.00	\$8,645.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$2,000.00	\$10,000.00
31	STR-8	Brush Toe	532	LF	\$5.00	\$2,660.00	\$30.00	\$15,960.00	\$20.00	\$10,640.00	\$50.00	\$26,600.00
32	STR-10	Bare Root Vegetation	7,660	EA	\$2.80	\$21,448.00	\$3.50	\$26,810.00	\$4.00	\$30,640.00	\$5.00	\$38,300.00
33	STR-12	Live Stakes	890	EA	\$2.80	\$2,492.00	\$2.50	\$2,225.00	\$4.00	\$3,560.00	\$5.00	\$4,450.00
34	STR-12	Cutting Bundles	28	EA	\$17.00	\$476.00	\$54.00	\$1,512.00	\$25.00	\$700.00	\$50.00	\$1,400.00
Total Base Bid					\$910,462.00	\$910,462.00	\$1,234,001.00	\$1,234,001.00	\$1,797,080.60	\$1,797,080.60	\$2,098,850.00	\$2,098,850.00

~~\$75.60 math error~~
~~(\$1,797,005.00)~~

I hereby certify that this bid tabulation is true and correct to the best of my knowledge.

By:


Kenneth C. Hawk, Jr., Project Manager

Little Jackson Creek Mitigation - Jim Hamilton - L.B. Owens Airport

Plan Holders	Base Bid Amount	Bid Bond Yes/No	DBE Yes/No (10.8%)	Stream/Wetlands Previous Experience
Shamrock International Corporation	\$910,462.00	Yes	Yes - 14.9%	Acceptable
River Works, Inc.	\$1,234,001.00	Yes	Yes - 11.75%	Not Available
Cherokee, Inc.	\$1,797,080.60	Yes	Yes - 10.8%	Not Available
Richardson Construction Company of Columbia, SC	\$2,098,850.00	Yes	Yes - 11.01%	Not Available



Richland County Council Request of Action

Subject

Professional Services / Stormwater Management Work Authorization 9 [**PAGES 223-237**]

Notes

October 28, 2014 - The Committee recommended that Council authorize executing Work Authorization 9 in the amount of \$287,400.00. Work Authorization 9 provides additional stream mitigation ("up ditch improvements") and pond silt removal in the vicinity of the Spring Valley neighborhood in the Gills Creek Watershed. The services for Work Authorization 9 will be performed by WK Dickson & Company, Inc.

Richland County Council Request of Action

Subject: Professional Services / Stormwater Management Work Authorization

A. Purpose

County Council is requested to approve Work Authorization 9 (WA 9) for professional services with WK Dickson & Company, Inc of Columbia, SC for additional stream mitigation (“up ditch improvements”) and pond silt removal in the vicinity of the Spring Valley neighborhood in the Gills Creek Watershed.

Please note that there are three other Requests of Action related to this RoA.

B. Background / Discussion

The construction limits of the project to extend Taxiway ‘A’ at the Jim Hamilton – LB Owens Airport (CUB) will impact both wetlands as well as a stream. In order for the extension project to be permitted by various Federal and State agencies, another construction project to mitigate these effects must be designed, permitted, and constructed as well.

Design of this wetland and stream mitigation project was completed under Work Authorization 5 (WA 5) and amendments. This provided sufficient mitigation credits for the impacts caused by the airport project.

These additional projects / areas are immediately adjacent to the Airport Stream and Wetlands Mitigation Project that is under consideration for construction contract award. This additional work is beyond the mitigation requirements of the airport project permit, but is deemed a desirable enhancement to the overall Little Jackson Creek (LJC) area / Gills Creek Watershed by the Richland County Stormwater Management Staff, the Gills Creek Watershed Association, and the Spring Valley Home Owners Association. Performance of this work will net Richland County additional mitigation credits as well as ensure significant restoration of Little Jackson Creek and removal of accumulated silt in the entrance pond to the Spring Valley neighborhood (which receives stormwater runoff from public roads).

A copy of the consultant’s Work Authorization is contained as enclosure to this request. This project is locally funded from the Richland County Stormwater Fund.

C. Legislative / Chronological History

The following prior actions by Richland County Council and Administration relate to this request are as follows:

- June 2012 Master Agreement to WK Dickson & Company, Inc awarded
- January 2013 Work Authorization 1 approved (initial Twy ‘A’ extension design)
- December 2013 Little Jackson Creek (LJC) selected as airport mitigation project site
- January 2014 Work Authorization 3 approved (final Twy ‘A’ extension design)
- March 2014 Individual permit submission to USACE for LJC mitigation site
- April 2014 Work Authorization 5 approved (initial mitigation design)
- May 2014 USACE Preliminary Jurisdictional Determination

D. Financial Impact

The funding for this project will be provided by the Richland County Stormwater Fund. The cost of this WA is \$287,400 which does not include construction costs. A future ROA will be brought forward for construction services.

E. Alternatives

1. Approve the request to authorize executing Work Authorization 9 for the professional services described herein and further described in detail in the enclosures to this document. This will permit significant enhancement to the LJC and the Gills Creek Watershed as well as remove accumulated silt from the entrance pond to the Spring Valley neighborhood.
2. Do not approve the request to authorize executing Work Authorization 9 for the professional services described herein and further described in detail in the enclosures to this document. This will not permit significant enhancement to the LJC and the Gills Creek Watershed as well as remove accumulated silt from the entrance pond to the Spring Valley neighborhood.

F. Recommendation

It is recommended that Council approve the request to authorize executing Work Authorization 9 to be performed by the staff of WK Dickson & Company, Incorporated.

Recommended by: Quinton Epps
Department: Public Works
Date: October 9, 2014

G. Reviews

(Please ***SIGN*** your name, ✓ the appropriate box, and support your recommendation before routing. Thank you!)

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 10/9/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Cheryl Patrick</u>	Date: 10/10/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Grants

Reviewed by: <u>Sara Salley</u>	Date: 10/10/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Airport

Reviewed by: <u>Chris Eversmann</u>	Date: 10/13/14
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

Legal

Reviewed by: Elizabeth McLean

Date: 10/14/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

WORK AUTHORIZATION NO. 9

October 8, 2014

FOR:

Up-Ditch Stormwater Best Management Practices (BMPs) and Entrance Lake Sediment Removal: EVALUATION, SURVEY, DESIGN, PERMITTING, AND BIDDING SERVICES

PROJECT DESCRIPTION

WK Dickson has prepared a stream and wetland restoration plan and construction design for the Little Jackson Creek (LJC) site in Richland County, South Carolina. The LJC site provides 'permittee responsible' mitigation that will offset the Owens Field Project's unavoidable stream and wetland impacts. Stream and wetland restoration bids were received on 2 October 2014.

In addition to the historic channelization, dredging, and fill of LJC and its adjacent wetlands (addressed in the restoration plan), conveyance of storm flow through the Up Ditch has contributed to water quality and aquatic habitat impacts to LJC, Entrance Lake, and the Gills Creek watershed (an EPA 303(d) impaired water).

The Up Ditch receives and conveys storm flows from an immediately adjacent and topographically connected drainage area (Spring Valley). Significant storm flow contributions are also conveyed into and through the Up Ditch from the highly impervious watershed south of Two Notch Road. Flows from this area are collected and conveyed under Two Notch Road through existing Richland County stormwater infrastructure. Because there are no functional stormwater Best Management Practices (BMPs) in place to store and treat storm flows before they enter the Up Ditch; the untreated flows' velocities and sheer stresses cause significant erosion. In addition to the significant nutrient and other dissolved and suspended pollutant loading originating south of Two Notch Road, deposition of the material eroded directly from the Up Ditch's banks results in significant downstream water quality and aquatic habitat degradation. One of the most visible is the large sediment plume formed at Entrance Lake's upstream end.

BMP installation and bank/channel stabilization within the Up Ditch and sediment removal within Entrance Lake have been high priority County projects for several years.

The LJC stream and wetland restoration project is necessary for the Owens Field taxiway extension to proceed. As shown in Attachment "A" the LJC Stream Restoration will occur in the lower ditch section. Bids have been received, and it is anticipated that construction will begin by early 2015. Integrating stabilization, BMP installation, and sediment removal into the stream and wetland restoration project will have a number of significant benefits, including:

- Significant cost savings
- Expedited construction
- Additional credit generation: potential to offset additional County project impacts

Purpose

County Council is requested to approve the evaluation, survey, design and bidding of stabilization and BMPs within the Up Ditch and sediment removal within Entrance Lake. Attachment "A" depicts the sediment removal area and Up Ditch section to be addressed with this Work Authorization design. When combined with the LJC stream and wetland restoration, these projects will:

- 1) provide the necessary US Army Corps of Engineers (USACE) permitting for the Jim Hamilton – L. B. Owens Airport (CUB) taxiway extension;
- 2) improve water quality and aquatic habitat in Little Jackson Creek (LJC) and the Gills Creek Watershed (an EPA 303(d)-listed impaired water);
- 3) satisfy repeated/ongoing Spring Valley Home Owners Association (HOA) requests to remove sediment from and significantly reduce inputs into Entrance Lake (EL);
- 4) address HOA and citizen concerns about the safety of the CSX rail line adjacent to the Up Ditch (UD); and
- 5) property damage associated with the UD.

Up Ditch (UD): Stormwater Treatment and Stabilization

Based on historic aerial photographs, the UD appears to have been constructed prior to 1939. It parallels the CSX Railroad line from its upstream end (approximately 1,100 feet southwest of the N Brickyard Rd/Two Notch Rd intersection) for approximately 4,100 feet. Throughout much of its length, portions of the UD are within the CSX right of way. It is likely that the UD was created during/as part of the railroad construction (pre-1939). Like LJC, the UD has a large berm on its north side that is 10-20 feet above the ditch bottom. The CSX railroad that is located along the UD's south side is also 10-20 feet above the ditch bottom.

The UD receives runoff from a mix of residential and commercial property located adjacent to and north of the railroad and south of Two Notch Road. There are multiple, perched stormwater outfalls throughout its length. There is actively migrating four foot head-cut located just upstream of the confluence with LJC. This head-cut, in combination with the significant ongoing erosion occurring along the ditch, appears to be the source of the observed sediment impacts along LJC and EL.

To address this significant water quality and aesthetic problem, a detailed site evaluation will be completed and a prioritized list of stabilization locations and methods will be created. The methods will include traditional stormwater Best Management Practices (BMPs), as well as an innovative one. Some of the traditional BMPs will likely include: "laying back" the banks, bank toe protection/armoring, check dams, and drop structures.

A Regenerative Stormwater Conveyance (RSC) is likely to be used in the UD's lower 1,500 feet. While providing significant water quality improvements, it will also provide a smooth transition between the UD and LJC. It is likely to provide stream restoration credits for use in the Taxiway's USACE permit. If restoration credits are realized, this innovative BMP will be one of the first in the USACE's Charleston District to generate credits from a project constructed in a non-jurisdictional area. The aquatic habitat functional uplift provided by the RSC will be significant.

RSCs provide effective end-of-pipe treatment in an otherwise constrained linear environment. They are becoming more widely used in the Southeast and Mid-Atlantic to reduce nutrient and sediment loads, especially from 'first flush' flows. RSCs improve water quality by removing 90 percent of total suspended solids, 50 percent of total nitrogen, and 60 percent of total phosphorous. RSCs combine the features and treatment benefits of more traditional stormwater BMPs, including swales, infiltration, filtering and wetland structures. They use a series of shallow aquatic pools, riffle weir grade controls, native vegetation and underlying sand and woodchip beds to detain, treat, and convey storm flows.

In addition to the water quality benefits provided for first flush events, RSCs are designed to not only safely convey large flows (e.g. 100-year event) over and through their step-pool sequence, but to also create a series of energy dissipaters that decrease downstream velocities and overall shear stress, which results in a reduction of downstream erosion impacts often associated with more conventional stormwater outfalls.

Entrance Lake (EL): Sediment Removal at the Mouth of LJC

Since its construction, concurrent with the Spring Valley communities EL has regularly received significant sediment loads in response to storm events. Most of the loading originates in the UD and is conveyed through LJC. While contributing slightly to the sediment loads delivered to EL, erosion within LJC is minimal.

Impacts to EL from sediment loadings are multi-faceted. They include:

- **Storage Capacity Reduction:** By displacing the volume of water able to be stored in EL, the sediment plume deposited at LJC's mouth impacts EL's ability to protect areas downstream from flooding in response to small to moderate storm events. Based on 2013 aerial photography and ongoing site visits, the sediment plume at LJC's mouth has displaced approximately 9,600 cubic yards of storage capacity, which is approximately 4.5 football fields one foot deep.
- **Habitat Impact:** Current sedimentation within EL has eliminated approximately 2.0 acres of aquatic habitat. The frequent, newly deposited sediment has precluded re-establishment. The significant nutrient and Total Suspended Solids concentrations within the lake and downstream have resulted in dissolved oxygen reductions in response to algal blooms and increased aquatic vegetation colonization.

- **Aesthetics:** As demonstrated by historic aerial photography, sediment loading has significantly reduced EL's clarity, especially relative to other lakes in the immediate vicinity (e.g. Spring Valley Lake). The exception is the unnamed lake immediately downstream, which also exhibits lower clarity than similarly sized lakes in immediately adjacent watersheds, also likely due to erosion in the UD.

Erosion and sedimentation are natural processes that will never be entirely eliminated. Stabilization and restoration of the UD and LJC will bring sediment and nutrient loading to as near a natural condition as can be hoped for in a dammed creek within a highly impervious watershed. In several meetings attended by the County, the HOA, and WK Dickson, the HOA has made it clear that it is in opposition to the LJC Stream and Wetland Restoration as a standalone project.

Legislative/Chronological History

May 2010: National Environmental Policy Act (NEPA) Environmental Assessment (EA) submittal;
Taxiway A Expansion

June 2010: FAA NEPA Finding of No Significant Impact (FONSI)

June 2013: USACE Taxiway A Field Visit & Mitigation Option Discussion

July 2013: Stream and wetland mitigation site evaluation (Richland County, Gills Creek
Watershed Association and WK Dickson (CUB engineering consultant))

December 2013: LJC selected as CUB mitigation site

March 2014: Individual Permit submission to USACE, including LJC conceptual mitigation plan

April 2014 – Ongoing: County Stormwater and WK Dickson meetings with HOA

May 2014: USACE Preliminary Jurisdictional Determination

SCOPE OF SERVICES

SECTION I. UP DITCH

Phase I: Project Area Site Evaluation, Survey and Easement Recordation

Task 1: Conduct preliminary site evaluation.

1. Perform field walk to observe and document existing conditions.
2. Characterize the channel segment under consideration, particularly with regard to the erosion processes that have occurred, and determine the cause(s).
3. Perform any rapid field evaluations that may aid in characterizing the site and diagnosing factors contributing to erosion.
4. Identify anticipated construction access location(s) and feasibility.

5. Identify and prioritize viable BMPs for implementation, including RSC.

Task 2: Conduct detailed site evaluation/survey.

1. Call 811 to have existing utilities marked prior to performing survey. Surveyor to locate marked utilities.
2. Perform 0.5 foot topographic and hydrographic surveys along the entire Up Ditch (approximately 4,100 lf). The survey corridor will be 100 feet wide and shall include all pertinent surface topographic features including woods lines, surface and subsurface drainage features, and roadway features. The topographic survey must also include all storm drains, concrete channels, outfalls, utilities, curbs, structures and all other pertinent surface topographic features.
3. Perform channel geomorphic survey as necessary for the project's design and construction.
4. Survey shall include plan, profile, and multiple cross-section surveys.
5. Identify the location and extent of existing easements for stormwater, floodplains, sewer, water, electric, and other utilities using as-built drawings and field surveys within the project area.
6. Prepare Boundary and Right of Way Survey for easement and construction document preparation.
7. A geotechnical evaluation will be conducted within the berms adjacent to LJC and in the portions of Entrance Lake that are to be dredged. Substrate borings will be taken to determine the existing soil type, texture, porosity, hydrology, organic content, and other information relevant to meeting project goals

If appropriate for use in the RSC and other Up Ditch BMPs, **use of the onsite material will significantly reduce project costs for the Up Ditch, LJC restoration, and Entrance Lake sediment removal.**

Task 3: Easement identification, negotiation and recordation.

1. Upon receipt of the County's list of selected BMPs, determine the extent and location of easement boundaries within each relevant parcel.
2. Begin and facilitate negotiations with private landowners, the Spring Valley HOA, and CSX Railroad for easement acquisition.
3. Upon agreement between the County and landowners, survey and prepare updated plats for easement recordation.

Task 4: Calculate preliminary project cost estimate.

1. Use topographic survey and geotechnical evaluation to estimate quantity of material (onsite and offsite) necessary to construct the project.
2. Estimate total design and construction costs based on preliminary site evaluation, geotechnical evaluation, material quantity estimate, and previous experience.
3. Provide the County with a preliminary itemized cost estimate and prioritized BMP implementation list.

Phase II: Project Design

Task 5: Perform hydrologic and hydraulic analyses.

1. For the channel, perform hydraulic calculations and hydrologic modeling to prepare discharge hydrographs for the CPv (Channel Protection Volume or 1-year storm event), Qp (Overbank Flood Protection Volume or 10-year storm event), and Qf (Extreme Flood Volume or 100-year storm event) using TR-55 methodologies within HEC-1 or HEC-HMS.
2. Prepare pre- and post-condition stream hydraulic studies using the HEC-RAS computer model.
3. Finalize computations that are the basis of the proposed design and ensure that project design goals are achieved.

Task 6: Prepare design plans.

1. Prepare design plans for an RSC that extends from the Up Ditch's confluence with LJC, upstream 1,500 feet. Prepare spot stabilization design plans for up to 10 BMPs selected for construction during Phase I. Include all related design details required for construction of the project. These plans shall include (but not be limited to) the following: Geometric layout, Grading Plan, Details and Notes, Erosion & Sediment Control Plan, Sequence of Construction, Existing and Proposed Grading Cross Sections, Existing & Proposed Profiles, Planting Plan, Special Provision Specifications, Public Storm Drain Plans with Profiles, Details and Notes. Plans shall reference Richland County standard details when needed. In the event that a non-standard item is required, the design plans shall provide sufficient information for the construction of this item.
2. Prepare all required earth quantity estimates and prepare construction cost estimate.
3. Submit three (3) hardcopies and PDF of design documents for County review and comment.
4. Review County comments and schedule meeting to address unresolved issues. Prepare minutes of meeting.
5. Revise and finalize Design Plans and Documents to address County comments and issues resolved at the meeting.
6. Update the calculations based on the proposed design.

Task 7: Create construction documents necessary to build the project.

1. Provide final design plans, specifications, updated calculations, easements, quantities, project summary, and other necessary permits or documents.
2. Submit three (3) 11x17 hardcopies and PDF of final design plans and PDFs of all other construction documents to County.
4. Submit project schedule.
5. Provide all digital data used to prepare final plans, including CADD files.

Phase III: Bidding or Additive Change Order

Task 8: Additive Change Order

1. Provide services to prepare and negotiate an additive change order with the existing LJC restoration contractor.

Task 9: Bidding

1. Should existing contractor negotiations prove unsuccessful, provide services for bidding, such as: advertising, pre-bid Meeting, RFI responses, preparation of addenda, and bid opening.

Assumptions:

1. WK Dickson will facilitate easement acquisition.
2. The County will be responsible for compensating landowners for easement acquisition, if necessary.
3. Task 3 includes up to four HOA meetings, three CSX meetings, and one in-person meeting with each landowner.
4. County will initiate discussions with CSX railroad immediately upon contract execution, if not sooner.

SECTION II. ENTRANCE LAKE

Phase I: Project Area Site Evaluation and Survey

Task 1: Conduct preliminary site evaluation.

1. Perform field walk to observe and document existing conditions.
2. Characterize the portion of Entrance Lake under consideration (approximately 5 acres), particularly with regard to the location, extent, and material type of the depositional processes that have occurred.
3. Perform any rapid field evaluations that may aid in characterizing the site and diagnosing factors contributing to deposition and particle sorting.
4. Identify anticipated construction access location(s) and feasibility.
5. Identify and evaluate appropriate/feasible sediment removal methods.

Task 2: Conduct detailed site evaluation/survey.

1. Call 811 to have existing utilities marked prior to performing survey. Surveyor to locate marked utilities.

2. Perform 0.5 foot topographic and hydrographic surveys within the study area (approximately 5 acres) in areas with standing water less than six 6 deep. In areas with water depth greater than six feet, 1.0 foot topographic surveys will be performed. The survey shall include the upstream-most 4 acres of Entrance Lake and all pertinent surface topographic features including woods lines, surface and subsurface drainage features, and roadway features. The topographic survey must also include all storm drains, concrete channels, outfalls, utilities, curbs, structures and all other pertinent surface topographic features.
3. Perform geomorphic survey as necessary for the project's design and construction.
4. Identify the location and extent of existing easements for stormwater, floodplains, sewer, water, electric, and other utilities using as-built drawings and field surveys within the project area.
5. Prepare Boundary and Right of Way Survey for easement and construction document preparation.
6. Evaluate the results of the RSC geotechnical evaluation to determine location and extent of material suitable for onsite use.

If appropriate for use in the RSC and other Up Ditch BMPs, **use of the onsite material will significantly reduce project costs for the Up Ditch, LJC restoration, and Entrance Lake sediment removal.**

Task 3: Calculate preliminary project cost estimate.

1. Use topographic survey and geotechnical evaluation to estimate quantity of material to be disposed of offsite and the quantity of material suitable for use onsite, in the Up Ditch.
2. Estimate total design and construction costs based on preliminary site evaluation, geotechnical evaluation, material quantity estimate, and previous experience.
3. Provide the County with a preliminary itemized cost.

Phase II: Project Design

Task 4: Prepare design plans.

1. Prepare design plans removal of material from the upstream-most portions of Entrance Lake with significant deposition (approximately 2 acres). Include all related design details required for construction of the project. These plans shall include (but not be limited to) the following: Geometric layout, Dredging Plan, Details and Notes, Erosion & Sediment Control Plan, Sequence of Construction, Plans shall reference Richland County standard details when needed. In the event that a non-standard item is required, the design plans shall provide sufficient information for the construction of this item.
2. Prepare all required earth quantity estimates and prepare construction cost estimate.
3. Submit three (3) hardcopies and PDF of design documents for County review and comment.

4. Review County comments and schedule meeting to address unresolved issues. Prepare minutes of meeting.
5. Revise and finalize Design Plans and Documents to address County comments and issues resolved at the meeting.
6. Update the calculations based on the proposed design.

Task 5: Create construction documents necessary to build the project.

1. Provide final design plans, specifications, updated calculations, quantities, project summary, and other necessary documents.
2. Obtain the necessary federal, state, and local permits necessary to construct the project.
3. Submit three (3) 11x17 hardcopies and PDF of final design plans and PDFs of all other construction documents to County.
4. Submit project schedule.
5. Provide all digital data used to prepare final plans, including CADD files.

Phase III: Bidding or Additive Change Order

Task 6: Additive Change Order

1. Provide services to prepare and negotiate an additive change order with the existing LJC restoration contractor.

Task 7: Bidding

1. Should existing contractor negotiations prove unsuccessful, provide services for bidding, such as: advertising, pre-bid Meeting, RFI responses, preparation of addenda, and bid opening.

Assumptions:

1. New Easements will not be needed within the excavation area.
2. An Individual Permit will not be required by the US Army Corps of Engineers.

BASIS OF COMPENSATION

SECTION I - BASIC SERVICES (Up Ditch)

A. Site Evaluation, Survey and Easement Recordation	Lump Sum	\$85,000.00
B. Design	Lump Sum	\$103,300.00
C. Bidding or Additive Change Order	Lump Sum	\$23,000.00
SUB-TOTAL (Basic Services)		\$211,300.00

SECTION II - SPECIAL SERVICES (Entrance Lake)

A. Site Evaluation and Survey	Lump Sum	\$27,600.00
B. Design	Lump Sum	\$35,000.00
C. Bidding or Additive Change Order	Lump Sum	\$13,500.00
SUB-TOTAL (Special Services)		\$76,100.00

WORK AUTHORIZATION No. 9 TOTAL \$287,400.00

SECTION III - ADDITIONAL WORK

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by the OWNER.

Requested by:

Accepted by:

W. Anthony McDonald
County Administrator
Richland County, South Carolina

Terry A. Macaluso, PE
Vice President
W. K. Dickson & Co., Inc.

Witness

Witness

Date

Date

ATTACHMENT A



Richland County Council Request of Action

Subject

Blythewood IGA [**PAGES 238-248**]

Notes

November 25, 2014 - The Committee recommended that Council approve the Intergovernmental Agreement with the Town of Blythewood.

Richland County Council Request of Action

Subject: Public Works - Intergovernmental Agreement with the Town of Blythewood

A. Purpose

County Council is requested to approve a new Intergovernmental Agreement (IGA) with the Town of Blythewood – see attached IGA. This IGA will replace the agreement previously entered into with the Town of Blythewood in May 2009 for road maintenance, plan review and inspection services and the management of “C” funds.

B. Background / Discussion

On May 5, 2009, an Intergovernmental Agreement was entered into with the Town of Blythewood (Town) to provide road maintenance, plan review and inspections services for the uniformity of roads and storm drainage system improvements, along with the management of “C” funds. This agreement gave Richland County the power to enforce Richland County’s ordinances and associated regulations within the Town.

This agreement, which has expired, was entered into with the Town to provide services not rendered by the Town as it relates to the maintenance and inspection of roads and storm drainage systems. Prior to this agreement, plan review and inspections were conducted jointly with the Town and the South Carolina Department of Health and Environmental Control (SCDHEC).

The Town’s Administrator, Mr. Gary Parker, through correspondence dated August 26, 2014, requested to continue with Richland County providing road maintenance, plan review and inspection services and the management of “C” funds.

C. Legislative / Chronological History

- Intergovernmental Agreement entered into on May 5, 2009 (Roads and Storm Drainage Maintenance / Plan Review / Inspections / “C” Funds Management) – attached.

- Letter from the Town’s Administrator, Mr. Gary Parker, regarding the new IGA – attached.

D. Financial Impact

The County shall continue to assess, levy and collect property taxes from the residents of that portion of the Town which lies within the boundaries of Richland County for the abovementioned services.

E. Alternatives

1. Approve the new Intergovernmental Agreement with the Town of Blythewood.

2. Do not approve the new Intergovernmental Agreement with the Town of Blythewood.

F. Recommendation

It is recommended that Council approve the new IGA with the Town of Blythewood to ensure consistency in the design, construction and maintenance of roads and storm drainage systems within the Town of Blythewood.

Recommended by: Ismail Ozbek, PE
Department: Public Works

Date: November 14, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/17/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Recommendation based on IGA having no additional financial impact.

Legal

Reviewed by: Elizabeth McLean

Date: 11/19/14

Recommend Council approval

Recommend Council denial

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

Administration

Reviewed by: Sparty Hammett

Date:

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



RECEIVED
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RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

August 26, 2014

Tony McDonald, County Administrator

County of Richland

2020 Hampton Street, Room 4058

P.O. Box 192

Columbia, SC 29202

Dear Mr. McDonald:

Please find enclosed an updated Intergovernmental Agreement (Road and Storm Drainage) for execution by the County. I am sending this to you as a result of discussions at a meeting here in Blythewood on August 14 with Bill Simon, CSPR, CEPSCI, CFM, Land Development Division Manager, and Ismail Ozbek, PE, Interim Public Works Director. If you have any questions, please let me know.

I look forward to meeting you sometime in the near future.

Sincerely,

Gary Parker,

Town Administrator

171 Langford Road, P.O. Box 1004, Blythewood, SC 29016
Telephone 803-754-0501 Fax 803-754-0563
www.townofblythewoodsc.gov

STATE OF SOUTH CAROLINA)
RICHLAND COUNTY)

**INTERGOVERNMENTAL AGREEMENT
(Road and Storm Drainage)**

THIS AGREEMENT entered into ___ day of _____, _____, by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement for uniformity of roads and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to continue their contractual relationship pursuant to this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of roads and storm drainage improvements within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.

2. The County shall accept roads within the Town limits into the County Roads Maintenance System only if such road fully complies with the County's ordinances regarding acceptance of roads and such road is not already maintained by the South Carolina Department of Transportation.

3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.

4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the county shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall only apply in the portions of the Town of Blythewood which are geographically located within Richland County.

8. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

9. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

10. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

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

WITNESSES:

RICHLAND COUNTY

By: _____, Richland
County Council Chairperson

TOWN OF BLYTHEWOOD



Gary Parker
Town Administrator



By: J. Michael Ross
Mayor

STATE OF SOUTH CAROLINA)
)
RICHLAND COUNTY)

INTERGOVERNMENTAL AGREEMENT
(Roads and Storm Drainage)

THIS AGREEMENT entered into this 5th day of May, 2008, is by and between Richland County (hereinafter the "County") and the Town of Blythewood (hereinafter the "Town").

RECITALS

WHEREAS, the County and the Town previously entered into an agreement dated August 31, 1992 for uniformity of roads and storm drainage system improvements within the Town; and

WHEREAS, the Town desires to continue utilizing the services of the County Public Works Department to obtain such uniformity; and

WHEREAS, the County is willing to continue providing the Town said services; and

WHEREAS, the parties desire to terminate the previously executed agreement and replace it with this Agreement;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Public Works Department of the County shall provide such services as are necessary to secure the uniformity of roads and storm drainage improvements within the Town of Blythewood in compliance with the ordinances and policies of the County and the laws of the State of South Carolina where applicable.

2. The County shall accept roads within the Town limits into the County Roads Maintenance System only if such road fully complies with the County's ordinances regarding acceptance of roads.

3. The Town shall not authorize the construction or installation of such improvements until such time as the County has been provided with and approves plans for road or storm drainage installation.

4. The County, upon satisfactory completion of such improvements in accordance with the plans approved by the County, shall agree to maintain such improvements as part of the County system of such improvements. Roads may be dedicated to the County for perpetual maintenance as defined in Section 21-6 of the Richland County Code of Ordinances.

5. The Town agrees that the County shall manage all "C" funds on the Town's behalf and that the Town shall not be permitted to request "C" funds from the County Transportation Committee (CTC) without the written consent of the County.

6. In any and all instances where an ordinance of the Town conflicts, restrains or is unreasonably burdensome to any storm drainage and roadway ordinances of the County that have been adopted by the Town, the County's standards and ordinances shall take precedence since it is hereby declared to be the intent of the parties to give the County exclusive authority regarding the construction and maintenance of roadways and storm drainage improvements within the territorial limits of the Town of Blythewood which lie within the jurisdiction of Richland County.

7. This Agreement shall have a term of four (4) years from the date of execution or until sooner terminated by either party upon such party giving six months written notice to the other party of its intent to terminate this agreement.

8. This Agreement may be amended, modified or changed only upon the written agreement between the County Council for Richland County and the Town Council for Blythewood.

10. The County shall continue to assess, levy, and collect property taxes from the residents of that portion of the Town of Blythewood which lies within the boundaries of Richland County for the above services. Such assessment and levy shall not exceed that which is assessed and levied on property in the unincorporated areas of Richland County. The taxes generated by such assessment and levy shall be designated as an offset to the costs of providing these services and shall constitute the compensation to the County for the undertaking of these services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and

year first above written.

WITNESSES:

Michelle Okey
Monique Walters

[Signature]

RICHLAND COUNTY

[Signature]
By: Paul King
Council Chairperson

TOWN OF BLYTHEWOOD

[Signature]
By: _____
Mayor

Richland County Council Request of Action

Subject

Broad River Rowing Site: Short-Term Proposal [**PAGES 249-260**]

Notes

November 25, 2014 - The Committee recommended that Council approve the short-term proposal for the County's Broad River Rowing Site as outlined in the agenda packet, along with the funding recommendation (\$11,400.00 from the Neighborhood Improvement Program's Fund Balance).

Richland County Council Request of Action

Subject: Broad River Rowing Site: Short-Term Proposal

A. Purpose

County Council is requested to approve the short-term proposal for the County's Broad River Rowing Site.

B. Background / Discussion

The Broad River Rowing Site sits on 27 acres owned by Richland County. As this is county-owned property, Richland County provides support for the facility by cutting the grass 3 – 4 times per year, maintaining the road into the facility, clearing fallen trees as well as removing dead and/or damaged trees, repairing flood erosion, and making infrequent repairs to the dock and boat house. The cost associated with these activities averages \$2,500 annually and is paid from the Support Services (Facilities and Grounds Division) maintenance budget.

At the April 1, 2014 Council Meeting, Council extended the Operating Agreement for one (1) year with the Columbia Rowing Club. Council also directed staff to analyze the short term option of the access gate relocation (ie. determine safety / liability concerns, cost, etc.), and bring this item back to Council within a year. Council also directed staff to pursue payment / user fees for the use of the Rowing Club, roadway access to the site, a potential partnership with the Recreation Commission, and other items.

It is at this time that staff is proposing a short-term solution for the Broad River Rowing Site which will open up the site for greater public access. The costs associated with this proposal are as follows:

Stone for the driveway and parking areas = \$8,500

Additional Gate = \$1,400

Eco friendly trash receptacles = \$1,500

Total = \$11,400

Consideration will be given to any Americans with Disabilities Act, as amended, requirements with regards to these improvements.

The site is in the Broad River Corridor and Broad River Community Master Plan. Towards that end, a potential funding source for the \$11,400 is the Neighborhood Improvement Program's Fund Balance. This would require three readings and a public hearing, and a revision to the 5-year plan for implementation of Master Plan projects.

Please refer to the maps in this document for a visual of the proposed additional gate. The gate at the entrance to the site ("current gate") will remain, and an additional gate ("proposed gate") is proposed to be added right before the dock. The gate at the entrance to the site will remain open unless there is a flood event or major maintenance (bush hog, etc.) is occurring. The site floods a couple of times a year, and the site undergoes maintenance about once per month. The

site has flooded up to and into the boat house 2 – 4 times a year, and has had as much as 3+ feet of water in the boat house before.

Because the property is in the floodway and floodplain, this severely restricts what can be placed at the site. It is staff's understanding that we cannot build any structures that would impede flood water flow. We would also be required to elevate any structures above the 100 year flood elevation. (The current boat house is cyclone wire construction, which does not impede flood water flow.) It is because of this that permanent restrooms may not be possible at this site. In addition, there are questions as to if power / utilities can be brought into the area.

The current dock, which is a floating dock, is open to the public now, but individuals can't fish from it. Citizens can currently fish from the riverbanks, and would be able to continue doing so. Staff has spoken to the SC Department of Natural Resources, which has stated that standard fishing piers will not last in flowing water such as the Broad River. Even the current floating dock has its issues. Several times a year, Richland County staff and Columbia Rowing Club members have to remove logs that are trapped underneath it to prevent the complete destruction of the dock when the water level falls. At times, a crane has been utilized to lift the dock to help remove the debris that gets trapped. To build a fishing pier, we would need to design, and have approved by the Army Corps of Engineers, a diverter into the river to help move the debris past the structure. This would be a costly and potentially time consuming process. Therefore, it is recommended to continue allowing fishing only from the riverbanks.

Individuals will be able to park in natural areas between the riverbanks and the existing driveway, as well as on the "dry" side of the driveway. Staff would create an oval turnaround near the new gate location and would gravel it for easy access. Staff has identified 3 potential parking areas on the river side, and 1 on the "dry" side.

Liability and safety concerns were addressed with the County's Risk Management Office, the Legal Department, and the Sheriff's Department. Input was also provided from Support Services and Administration. These concerns have been incorporated into this document. The Sheriff's Department comments are as follows: "Richland County Sheriff's Department offers that opening the boat landing [ed. property] to the public is a great way to encourage outdoor family activities. Yet, there are some concerns for this area; one of which is that a full security site assessment should be completed. In the interim of this formal CPTED analysis being completed, by RCSD, here are some of the concerns: lack of appropriate lighting, the need for increased signage of rules and enforcement jurisdiction, the lack of emergency call boxes and lack of flood warning system for eminent flooding in the area. Also, there needs to be designated area for fishing/ picnics/recreation (where the landscaping is cut back and encourages people to those set areas; making locating people easier and the area safer). Additionally, there are presently no appropriate deployment options into the facility or waterway for emergency personnel."

Staff contacted SCE&G (engineering section) regarding power at the site. SCE&G would require a drawing of what the County is working to accomplish in order to establish easements and right-of-way (ROW) clearing to bring the power to meet our requirements. Permitted design would be required to meet all floodplain and floodway restrictions in order to terminate power to any structure. Any wetlands disturbance would have to be considered as well in regards to easements and ROW clearing. Call boxes would be a utility approval (ROW,

easement issue in floodplain). The current plan does not provide for a designated area for fishing / picnicking / recreation. These may be considered in the future, but it should be noted that site limitations may prevent such formal / delineated areas. The Broad River is not affected by the Lake Murray discharge, as with the Saluda River, where the depth changes in a matter of minutes. Therefore, the flood warning device appears to be moot. Currently, the site has approximately 48-hours advance notice / warning based on information from upstate rain totals. This would allow ample time to close the site for flooding, if required. The County's Chief Meteorologist and the Columbia Rowing Club will work together to provide forecasted potential flood events in the Chief Meteorologist's weather briefings. All of the Sheriff's Department recommendations require additional financial obligations not contemplated in this proposal.

By opening up the site for greater public access, the County should seek to protect its interests in the best manner possible. Towards that end, it is proposed that additional signage be placed throughout the site with the following language:

- Hours of operation are daylight hours only.
- Flotation devices are required for anyone within ten feet of the water's edge.
- All minors must be escorted by adults.
- There are no toilet facilities on site.
- The current "Permitted" and "Prohibited" signage items would remain. (See attachment.)

The site's only legal public access is by way of Omarest Drive. Another entrance to the site exists via Garner Lane, but it is gated at the boundary of the driving range's property. As you enter the River Side Golf Center / Driving Range, the access is private from their entrance until you reach the parking area near the boat house. River Side officially prevented access across their property around 2007 – 2008, and it has not been used since. Our current roadway access is a one-lane gravel road that runs along the City sewer line. The County plans to install pull-off points along this road for parking, and to allow opposing traffic to pull off to free the lane.

At the April 1, 2014 Council Meeting, Council also requested staff to again pursue a potential partnership with the Recreation Commission. At the end of August 2013, Administration contacted the Richland County Recreation Commission (RCRC) to determine their interest in assuming operational control (security, maintenance, scheduling of regattas, etc.) of the Rowing Center. In early September 2013, Administration received word from the RCRC (James Brown, Executive Director; Kenya Bryant, Assistant Executive Director; Ronnie Kinnett, Division Head of Property Management) that they declined the opportunity to take over the operations of the Rowing Center. The RCRC was again contacted on October 3, 2014 regarding a potential partnership. Staff was told that they couldn't operate the facility for the foreseeable future, as they are still determining how the opening of the new bond facilities is going to impact their organization. They stated that they would perhaps consider a partnership in the future, but not at this time.

When staff asked the Columbia Rowing Club for input on potential user / site fees, they provided a response (see attachment). In summary, their thoughts are as follows: "While Columbia Rowing Club recognizes and appreciates the investment Richland County has made to develop the Richland County Rowing Center, and its ongoing commitment to maintain the

property, the club feels that any “user fee” or other monetary assessment of the club for use of the facility would negatively impact the programs it conducts for the community on behalf of Richland County. The board of Columbia Rowing Club does not feel it is appropriate for the club to have to pay Richland County for use of the facility it has helped develop, promote and maintain.

Alternatives:

1. \$100 per month to the county. This is an arbitrary amount that will negatively impact our programs.
2. Transfer all aspects of Winter/Spring Training of visiting crews to the county, including scheduling, hosting and collecting of any fees.”

At this time, Richland County does not have the capability nor resources to operate the Rowing Center *as it functions today*. Council approved a one-year agreement (through July 10, 2015) with the Columbia Rowing Club to operate the facility as it functions today. If Columbia Rowing Club no longer operates the facility, the activities currently occurring at the site (youth rowing, regattas, training from nationwide universities, etc.) may cease unless an alternate agreement between the County and another viable entity is established. Again, however, this is county-owned property, so it will have to be maintained, regardless of any operational arrangement that may be in place. However, as stated, the Columbia Rowing Club will operate the facility through July 10, 2015. Council should expect to revisit the operational aspect of the site no later than the spring of 2015. It must be noted that the Columbia Rowing Club and Richland County have had a successful partnership for 15 years. Therefore, unless Council directs otherwise, in the spring of 2015, staff will present Council with another multi-year Operating Agreement renewal recommendation with the Columbia Rowing Club.

Multiple meetings with Columbia Rowing Club and the surrounding community have occurred. The Columbia Rowing Club is in agreement with the proposed short term items, and the community is in support of opening up the site for greater public access.

For now, it is recommended that Council endorse the short-term proposal for the property. Staff will review the success of these improvements at 6 and 12 month intervals, and will report the findings to Council. If, at any time, issues arise as a result of the short-term proposal, Council may choose to change any or all of these recommendations.

C. Legislative / Chronological History

- 1999 – 2009: Verbal operating agreement between Richland County and Columbia Rowing Club.
- April 21, 2009: Original formal Operating Agreement between Richland County and Columbia Rowing Club enacted.
- March 25, 2014: Administration and Finance Committee: Renewal of Operating Agreement between Richland County and Columbia Rowing Club and Short- Term Proposal Directives for Site
- April 1, 2014: Regular Session Council Meeting: Renewal of Operating Agreement between Richland County and Columbia Rowing Club and Short- Term Proposal Directives for Site. Council extended the Operating Agreement for one (1) year with the Columbia Rowing Club. Council also directed staff to analyze the short term option of the access gate relocation (ie. determine safety / liability concerns, cost, etc.), and bring this item back to

Council within a year. Council also directed staff to pursue payment / user fees for the use of the Rowing Club, roadway access to the site, a potential partnership with the Recreation Commission, and other items.

D. Financial Impact

The costs associated with this proposal are as follows:

Stone for the driveway and parking areas = \$8,500

Gate = \$1,400

Eco friendly trash receptacles = \$1,500

Total = \$11,400

The site is in the Broad River Corridor and Broad River Community Master Plan. Towards that end, a potential funding source for the \$11,400 is the Neighborhood Improvement Program's Fund Balance. This would require three readings and a public hearing, and a revision to the 5-year plan for implementation of Master Plan projects.

E. Alternatives

1. Approve the short-term proposal for the County's Broad River Rowing Site as outlined in this document, along with the funding recommendation (\$11,400 from the Neighborhood Improvement Program's Fund Balance).
2. Do not approve a short-term proposal for the County's Broad River Rowing Site at this time.
3. Approve a revised short-term proposal for the County's Broad River Rowing Site. Revisions to the proposal may require additional funding.

F. Recommendation

It is recommended that Council approve the short-term proposal for the County's Broad River Rowing Site as outlined in this document, along with the funding recommendation (\$11,400 from the Neighborhood Improvement Program's Fund Balance).

Recommended by: Roxanne Ancheta Department: Administration Date: October 28, 2014

G. Reviews

Finance

Reviewed by: Daniel Driggers

Date: 11/6/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Funds are available as stated

Risk Management

Reviewed by: David Chambers

Date: 11/7/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

PlanningReviewed by: Tracy Hegler

Date: 11/7/14

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

Public WorksReviewed by: Ismail Ozbek

Date: 11/7/14

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

ConservationReviewed by: Quinton Epps

Date: 11/10/14

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

Sheriff's DepartmentReviewed by: Chris Cowan

Date: 11/12/14

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation:

Support ServicesReviewed by: John Hixon

Date: 11/12/14

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation: Recommend approval of Alternative #1

LegalReviewed by: Elizabeth McLean

Date: 11/19/14

 Recommend Council approval Recommend Council denial

Comments regarding recommendation: This is a policy decision left to Council's discretion. While Legal did meet with Admin and Risk Management to discuss the liabilities and recommended appropriate signage as a way to mitigate any liabilities, there is no way to avoid the liability altogether. Legal recommends that Council fully vet the risks and liabilities associated with opening the property with no security and no on-site employee (i.e. only signs to notify of prohibitions and cautionary statements).

AdministrationReviewed by: Roxanne Ancheta

Date: November 19, 2014

✓ Recommend Council approval

 Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the short-term proposal for the County's Broad River Rowing Site as outlined in this document, along with the funding recommendation (\$11,400 from the Neighborhood Improvement Program's Fund Balance).

Richland County Rowing Center



Permitted

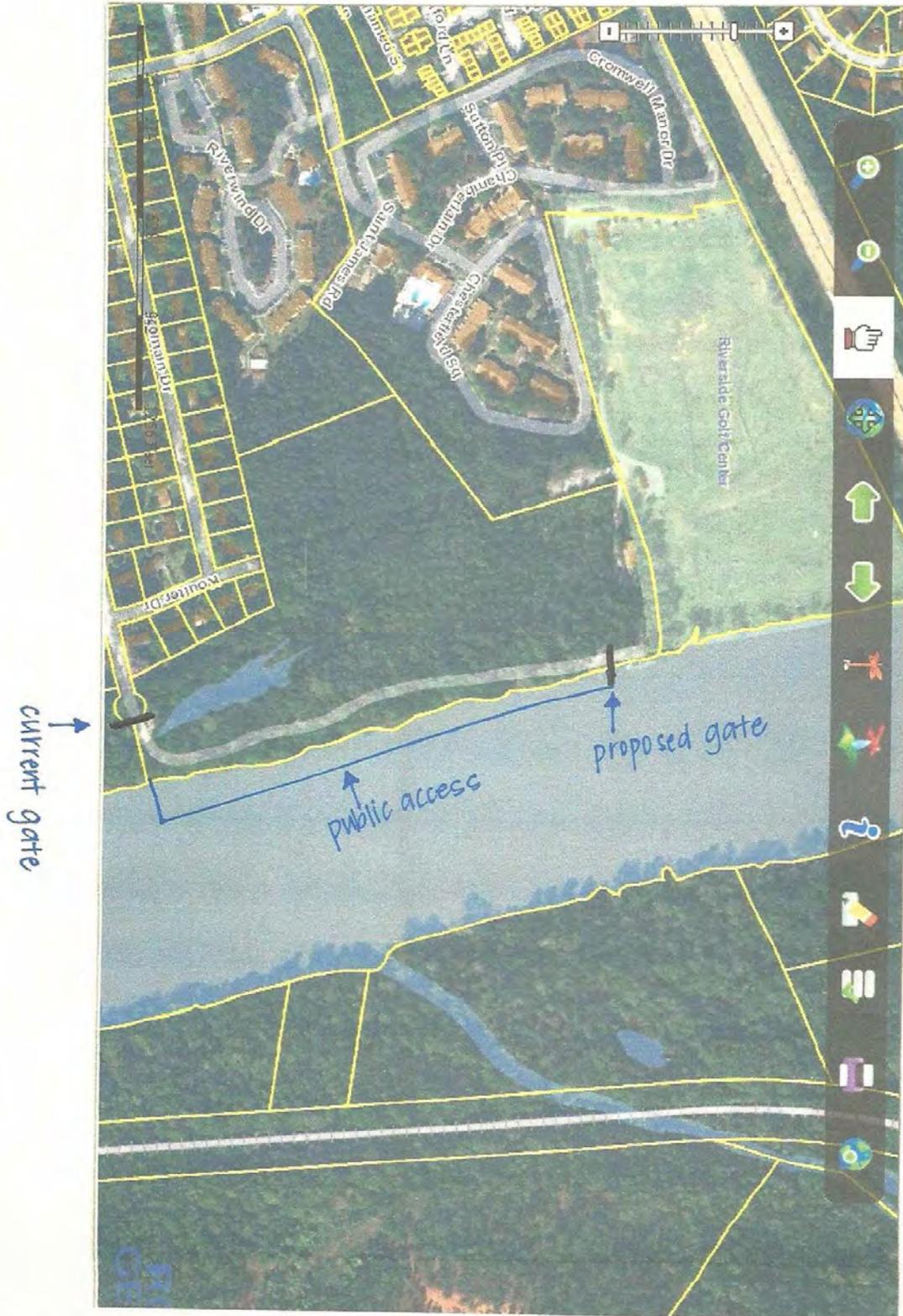
- Picnicking
- River Viewing
- Hiking (Trails Undeveloped)
- Rowing
- Leashed Pets

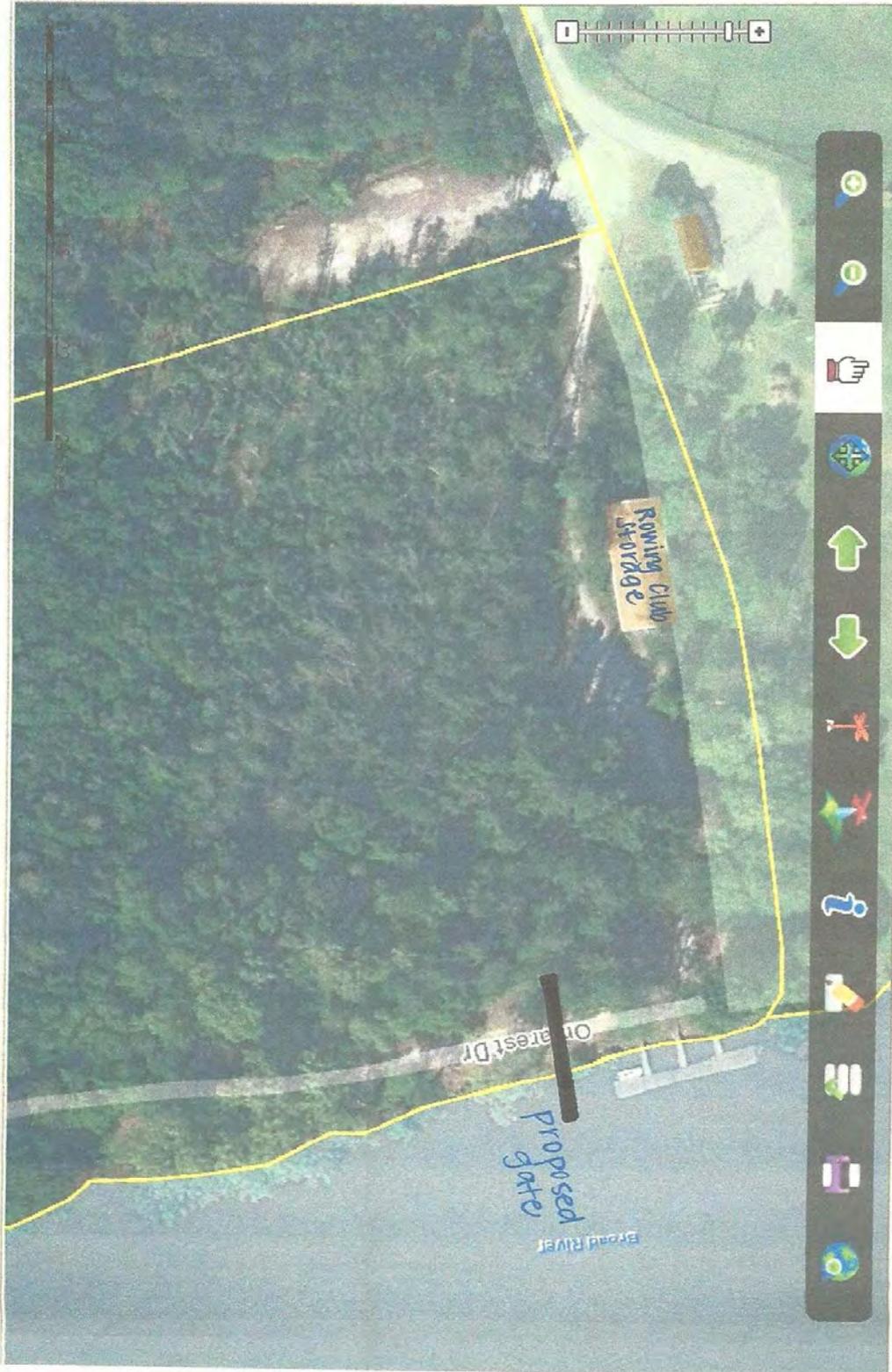
Prohibited

- Overnight Camping
- Open Fires
- Firearms Use
- Hunting
- Fishing from Dock
- Littering
- Swimming
- Alcoholic Beverages
- Loud Noise, Music
- Canoe Launching

To Report Maintenance Concerns, Please Call Richland County Department of Public Works (803) 576-2450







USER FEES

I propose that we reply to Roxanne Anchetta with the following regarding User Fees:

In 1998, Richland County Council voted to develop an unused, overgrown, and neglected piece of county property as the Richland County Rowing Center. Columbia Rowing Club entered the project as a partner with Richland County and agreed to provide equipment and training to make rowing available to all residents of the Midlands of South Carolina. Richland County made improvements to the property and funded the development of a master plan for the site that included a permanent boathouse.

Since 1999, Columbia Rowing Club has upheld its commitments to Richland County by providing free "Learn to Row" lessons for anyone interested in learning to row, developing an organized program for youth called CRC Youth Rowing that teaches young people to row and provides an opportunity for high school aged youth to compete in regional regattas against their peers from SC, NC, Georgia, Tennessee and Florida. In addition, Columbia Rowing Club has held regattas that are free and open to the public and that have attracted competitors from as far away as New York, Minnesota, and Canada. In addition, the club has hosted numerous crew from northern climates to train in Richland County during the winter, generating a direct economic impact since 2000 of \$1.75 million and an indirect economic impact of over \$5 million according to the Columbia Regional Sports Council.

Furthermore, Columbia Rowing Club has enhanced the image of Columbia and Richland County through its efforts, resulting in Columbia's being named a top place to retire and row as well as very a favorable mention, with photograph, in a recent article in Rowing News, "The Best Race Courses in North America".

As part of its efforts to make rowing available to every resident of the Richland County and the Midlands of South Carolina, the club has kept its membership fees low and waives all fees for membership and Youth Rowing for anyone with financial hardship. The club requires no documentation, just a verbal request, and has never turned down a request for waiver of fees due to financial difficulties. The club is open to anyone, regardless of age, gender, race, religion or ethnic background. Our only requirement is that members pass a swim test and agree to the rules set up by the club to ensure safety on the water and at the rowing center.

While Columbia Rowing Club recognizes and appreciates the investment Richland County has made to develop the Richland County Rowing Center, and its ongoing commitment to maintain the property, the club feels that any "user fee" or other monetary assessment of the club for use of the facility would negatively impact the programs it conducts for the community on behalf of Richland County. The board of Columbia Rowing Club does not feel it is appropriate for the club to have to pay Richland County for use of the facility it has helped develop, promote and maintain.

Alternatives:

1. \$100 per month to the county. This is an arbitrary amount that will negatively impact our programs.
2. Transfer all aspects of Winter/Spring Training of visiting crews to the county, including scheduling, hosting and collecting of any fees.

Richland County Council Request of Action

Subject

REPORT OF RULES AND APPOINTMENTS COMMITTEE

Richland County Council Request of Action

Subject

a. Motion to direct staff to extend full family benefits to gay employees who have valid marriage licenses from any state or the District of Columbia **[ROSE]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda