



- b. Local Government Fund Update
- c. SLBE Certification Update [PAGES 21-22]

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

- 6. a. Council Retreat Directive: Community Relations Strategic Plan

### **Report Of The Chairman**

- 7. a. Personnel Matter

### **Presentations**

- 8. a. Central SC Alliance

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

- 9. a. An Ordinance Authorizing a lease to Richland County Family Entertainment, LLC, of 20± acres of land located on a portion of TMS#17300-02-33, including all improvements which may be constructed thereon, for the operation of a water and adventure park

### **Approval Of Consent Items**

- 10. 14-41MA  
PGM Retail, LLC  
HI to GC (18.04 Acres)  
Mill Field Rd.  
22905-02-02 [THIRD READING] [PAGES 27-28]

### **Third Reading Items**

- 11. An Ordinance Updating the 2009 Comprehensive Plan through the adoption of a new plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 [PAGES 29-32] {Link to Comprehensive Plan: <http://weplantogether.org/resources>}

### **Second Reading Items**

- 12. An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program [PAGES 33-37]

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

- 13. Property Acquisition Assistance [PAGES 38-47]

### **Report Of Economic Development Committee**

- 14.

- a. Land option between Richland County and Garners Ferry Development Company [**PAGES 49-65**]
- b. Pineview Industrial Park Water and Sewer Engineering Contract [**PAGES 66-79**]

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

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

- 15.
  - a. Board of Zoning Appeals - 2
  - b. Richland County Airport Commission - 1
  - c. Hospitality Tax Committee - 1

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

- 16. Accommodations Tax Committee - 2 [**PAGES 81-90**]
  - a. Randy A. Hurtt
  - b. Adam Miller
  - c. Samuel W. Guerry
  - d. Sam Agee
- 17. Board of Zoning Appeals - 2 [**PAGES 91-93**]
  - a. Christopher Sullivan
- 18. Employee Grievance Committee - 3 [**PAGES 94-108**]
  - a. Teresa W. Grissom
  - b. Timothy R. Lippett
  - c. Beverly Williams Leeper
  - d. Suzie Hayne
  - e. John Monroe
  - f. Ashley Powell
  - g. Joseph Scott Hallbick

## **Other Items**

- 19. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Right of Way Policy Manual [**PAGES 110-136**]
  - b. Greene Street Phase I Contract
  - c. Resurfacing Package C Contract
  - d. Town of Blythewood Project Revision Request [**PAGES 137-142**]
  - e. TPAC Mission
20. REPORT OF THE SEWER AD HOC COMMITTEE:
- a. Future Direction of Utilities [**PAGE 144**]
    - 1. Richland County should explore the option of having a private company promote water service to a portion of Richland County whereby Richland County will benefit financially [RUSH and MALINOWSKI]
  - b. Lower Richland Sewer [**PAGES 145-147**]
  - c. Contractual Matter: 208 Plan {Executive Session}
  - d. Contractual Matter: Palmetto Utilities {Executive Session}
  - e. Contractual Matter: Palmetto Utilities - 208 Plan Amendment {Executive Session}

**Citizen's Input**

- 21. Must Pertain to Items Not on the Agenda

**Executive Session**

**Motion Period**

- 22. a. Move approval by unanimous consent for a Resolution honoring Aundrai Holloman, Executive Director of the Township Auditorium. The revitalization of this facility under his direction has resulted in the Township Auditorium being recognized as one of the top performance venues in the southeast. [**PEARCE, DIXON, MALINOWSKI, JACKSON, RUSH, LIVINGSTON, MANNING, ROSE and WASHINGTON**]
- b. Direct the Administrator to move forward with a disparity study no later than April 1, 2015 [**WASHINGTON**]
- c. Council to establish "SLBE Program Goal Setting Committee" [**WASHINGTON**]
- d. Resolution Honoring Tri-County Electric's 75th Anniversary
- e. Develop a Mentor Protégé Program and a Monitoring Advisory Council to work with the SLBE and OSBO Office [**JACKSON**]

**Adjournment**



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

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

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

# Richland County Council Request of Action

**Subject**

a. Resolution honoring Mary and Henry Peterson for their contribution of gifts to the children served by CASA at Christmastime **[MALINOWSKI]**

# Richland County Council Request of Action

**Subject**

Regular Session: March 3, 2015 **[PAGES 7-17]**

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MINUTES

March 3, 2015  
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 6:02 PM

#### INVOCATION

The Invocation was led by a children's marital arts group from Pine Valley and Bonnie Forest.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by a children's martial arts group from Pine Valley and Bonnie Forest.

#### APPROVAL OF MINUTES

**Regular Session: February 17, 2015** – Mr. Malinowski stated that the minutes needed to be amended to reflect the meeting being called to order by Mr. Rush.

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

**Zoning Public Hearing: February 24, 2015** – Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as submitted.

#### ADOPTION OF THE AGENDA

Mr. McDonald stated the following item "2014 Concrete Pavement Repair and Preservation Package C Contract" listed under the Report of the Attorney for Executive Session Items needed to be deferred.

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



#### Council Members Present

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

#### Others Present:

Tony McDonald  
Sparty Hammett  
Warren Harley  
Monique Walters  
Brandon Madden  
Michelle Onley  
Monique McDaniels  
Rob Perry  
Daniel Driggers  
Quinton Epps  
Larry Smith  
Nelson Lindsay  
Tracy Hegler  
Beverly Harris  
Amelia Linder  
Chad Fosnight  
Chris Gossett  
LaToya Grate



# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Two



### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Project LM Land Purchase**
- b. **Richland County Conservation Commission (RCCC) Request to Negotiate Property Purchase**
- c. **Contractual Matter: 208 Plan**
- d. **Contractual Matter: Palmetto Utilities**
- e. **Pending Litigation: Bouknight vs. Richland County, et al.**
- f. **Caughman Pond Easement**
- g. **Richland County and City of Columbia, et al. vs. HotelGuides.Com, Inc.**

*Council went into Executive Session at approximately 6:05 p.m.  
and came out at approximately 6:18 p.m.*

**Richland County Conservation Commission (RCCC) Request to Negotiate Property Purchase** – Mr. Washington moved, seconded by Ms. Dickerson, to direct staff to move forward as discussed in Executive Session. The vote in favor was unanimous.

### CITIZENS' INPUT

No one signed up to speak.

### REPORT OF THE COUNTY ADMINISTRATOR

- a. **Officer Safety Equipment Upgrade** – Mr. Pearce moved, seconded by Mr. Manning, to approve this item.

Mr. Malinowski made a substitute motion to purchase the tasers, but to discuss with Procurement and Sheriff's Department to possibility of purchasing the equipment for less. The motion died for lack of a second.

The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Three



Mr. Jackson moved, seconded by Mr. Pearce, to reconsider this item. The motion failed.

- b. **Cgov—National Customer Service Award Finalist** – Mr. McDonald stated that the Development Services Department has been named by Cgov as a finalist for its annual teamwork excellence award.

### REPORT OF THE CLERK OF COUNCIL

- a. **Richland 101** – Ms. McDaniels reminded Council of the Richland 101 meetings in the month of March.

### REPORT OF THE CHAIRMAN

- a. **Contractual Matter: Palmetto Utilities** – Taken up in Executive Session.
- b. **Contractual Matter: 208 Plan** – Taken up in Executive Session.
- c. **“Save Our Fort” Update** – Mr. Rush stated that Mr. Pearce, Mr. Manning and himself attended the “Save Our Fort” rally. He thanked the Chamber of Commerce for hosting the program and their efforts.

**POINT OF PERSONAL PRIVILEGE** – Mr. Pearce thanked Ms. McPherson for her hard work on this endeavor.

**POINT OF PERSONAL PRIVILEGE** – Mr. Rush stated that Ms. Dixon was absent from tonight’s meeting due to a death in her family.

**POINT OF PERSONAL PRIVILEGE** – Mr. Rush stated that this month is Women’s History Month. Ms. Dickerson recognized former Councilwoman Candy Waites as the first “Unsung Hero” honoree.

### OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$839,350 of General Fund Restricted Fund Balance for Economic Development Projects** – No one signed up to speak.
- **An Ordinance Authorizing an easement to City of Columbia, South Carolina for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02; and authorizing an easement to the City of Columbia, South Carolina for a water main across**

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Four



land owned by Richland County; specifically a portion of TMS # 14900-01-02 – No one signed up to speak.

### APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$839,350 of General Fund Restricted Fund Balance for Economic Development Projects [THIRD READING]** – Mr. Livingston moved, seconded by Mr. Jackson, to reconsider this item. The motion failed.
- **14-41MA, PGM Retail, LLC, HI to GC (18.04 Acres), Mill Field Rd. 22905-02-02 [SECOND READING]**

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

### THIRD READING

**An Ordinance Authorizing an easement to City of Columbia, South Carolina for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02; and authorizing an easement to the City of Columbia, South Carolina for a water main across land owned by Richland County; specifically a portion of TMS # 14900-01-02** – Mr. Manning moved, seconded by Mr. Malinowski, to defer until after Executive Session. The vote in favor was unanimous.

After Executive Session, Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. The vote in favor was unanimous.

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

### SECOND READING

**An Ordinance Updating the 2009 Comprehensive Plan through the adoption of a new plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994** – Ms. Dickerson moved, seconded by Mr. Malinowski, to approve this item.

Mr. Malinowski stated that after consulting with the Planning Department there will be “water safety quality” amendments made to the ordinance before Third Reading. Additionally, a link for the public to review the Comprehensive Plan needs to be included with the agenda packet and all changes to be plan be notated in red.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Five



The vote in favor was unanimous.

**An Ordinance Authorizing a lease to Richland County Family Entertainment, LLC, of 20± acres of land located on a portion of TMS # 17300-02-33, including all improvements which may be constructed thereon, for the operation of a water and adventure park** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

### REPORT OF DEVELOPMENT AND SERVICES COMMITTEE

**RC Souvenirs** – Mr. Jeter stated that the committee recommended denial of this item.

Mr. Washington moved, seconded by Mr. Jackson, to table this item. The vote was in favor.

**Intergovernmental Service Agreement with the City of Forest Acres** – Mr. Jeter stated that the committee recommended approval of this item.

Mr. Malinowski requested a friendly amendment to include language that any retirement compensation due to the additional employment will be paid by the City of Forest Acres.

The vote in favor was unanimous.

**Richland County Conservation Commission (RCCC) Request to Negotiate Property Purchase** – This item was taken up in Executive Session.

### REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

**An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program** – Mr. Washington moved, seconded by Mr. Pearce, to approve this item for First Reading. The vote in favor was unanimous.

### REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

**Project LM Land Purchase** – This item was taken up in Executive Session.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Six



### REPORT OF RULES AND APPOINTMENTS COMMITTEE

#### I. NOTIFICATION OF VACANCIES

- a. **Building Codes Board of Appeals - 2** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- b. **Business Service Center Appeals Board - 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- c. **Board of Zoning Appeals - 2** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- d. **Internal Audit Committee - 1** – Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- e. **Planning Commission - 4** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- f. **Procurement Review Panel - 2** – Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.

#### II. NOTIFICATION OF APPOINTMENTS

- a. **Richland Memorial Hospital Board - 1** – Mr. Malinowski stated the committee recommended appointing Mr. Benjamin Mustian. The vote in favor was unanimous.
- b. **Central Midlands Council of Governments - 1** – Mr. Malinowski stated the committee recommended appointing Mr. Michael Brandon Bailey. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Seven



### OTHER ITEMS

#### REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. **Innovista Project—Greene Street Phase I** – Mr. Livingston stated the committee recommended award of the contract to LAD Corporation at \$12,820,113.45.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to direct staff to re-negotiate proper DBE and SLBE participation percentages.

Mr. Livingston inquired if there were any legal ramifications to renegotiating the contract since this was a competitive bid.

Ms. Dickerson would like the increase in DBE and SLBE participation by the contractor reflected in their contract.

Mr. Washington stated that the contracts presented to Council have included substantially less DBE and SLBE participation than Council's intention.

Mr. Washington withdrew his substitute motion.

Ms. Dickerson made a substitute motion, seconded by Mr. Washington, to defer this item. The vote in favor was unanimous.

Mr. Rush requested that the County Administrator give a monthly SLBE Update to Council (i.e. certifications, award of contracts, etc.)

### CITIZENS' INPUT

Ms. Helen Taylor Bradley, Ms. Lottie Wesley and Ms. Sara Prioleau spoke against the Hopkins Sewer Project going forward.

### EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:22 p.m.  
and came out at approximately 8:43 p.m.*

- a. **Project LM Land Purchase** – Mr. Malinowski moved, seconded by Mr. Pearce, to direct staff to move forward as directed in Executive Session. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Eight

- b. **Contractual Matter: 208 Plan** – Mr. Livingston moved, seconded by Ms. Dickerson, to forward this item to the Sewer Ad Hoc Committee meeting. The vote in favor was unanimous.
- c. **Contractual Matter: Palmetto Utilities** – Mr. Livingston moved, seconded by Ms. Dickerson, to forward this item to the Sewer Ad Hoc Committee meeting. The vote in favor was unanimous.
- d. **Pending Litigation: Bouknight vs. Richland County, et al.** – Mr. Malinowski moved, seconded by Ms. Dickerson, to move forward with the EMS recommendation. The vote was in favor.
- e. **Caughman Pond Easement** – Mr. Jackson moved, seconded by Mr. Washington, to accept staff's recommendation. The vote was in favor.

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

- f. **Richland County and City of Columbia, et al. vs. HotelGuides.Com, Inc.** – Mr. Washington moved to accept the funds and to designate the funds for the Sports Complexes. The motion died for lack of a second.

Mr. Pearce moved, seconded by Mr. Malinowski, to accept the funds and place in the Accommodations Tax Fund Balance. The vote was in favor.

### MOTION PERIOD

- a. **For projects funded with Richland County Transportation Sales Tax funds to be developed based on traffic projections for the design year 20 years beyond the scheduled construction date of the Project. For example, a scheduled construction start in 2015 would yield design year traffic projections for the year 2035. Where available, the local Central Midlands Council of Governments (CMCOG) traffic projections would be supplied for use in these planning activities. Where these CMCOG traffic projections are not available, the County shall make traffic projections based on standard industry methodology for the appropriate design year as indicated above. This should apply to any project funded with Richland County Transportation Sales Tax funds with the exception being projects where the purpose and need is strictly an enhancement such as: bikeways, sidewalks, neighborhood improvements, greenways, dirt road paving, and resurfacing**  
**[JACKSON]** – Mr. Rush referred this item to the Transportation Ad Hoc Committee.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

Richland County Council  
Regular Session  
Tuesday, March 3, 2015  
Page Nine



- b. **Have the Richland County Transportation Department explore the development of a "Pave-In-Place" ordinance to be included in the Penny Sales Tax Program [WASHINGTON]** – Mr. Rush referred this item to the Dirt Road Ad Hoc Committee.
- c. **In the event that a Standing Committee of Council (Administration & Finance, Development & Services, Economic Development, Rules & Appointments) should fail to have a quorum of its members present either at the beginning of the meeting or after the meeting has begun, any item or items that are reported on the committee Agenda deemed "time sensitive" by a committee member or County staff will be referred to the Chair of the Committee, the Chair of Council and the County Administrator. A determination will be then made by this group as to whether the "time sensitive" designation is valid. This determination may require consultation with a Department Head, Procurement, Legal et.al. If a determination of time sensitivity is made in the affirmative, the Chair of Council may add the item to the next regularly scheduled Council meeting for review, debate and action [PEARCE and MANNING]** – Mr. Rush referred this item to the Rules & Appointments Committee.
- d. **Review the terms of days missed per annum to continue to serve on the Planning Commission. Reason: With a nine member Commission and the importance of the body, as applications are time sensitive, there should not be any reason the Planning Commission cannot meet a quorum [JACKSON and MALINOWSKI]** – Mr. Rush referred this item to the Rules & Appointments Committee.
- e. **Richland County should explore the option of having a private company promote water service to a portion of Richland County whereby Richland County will benefit financially [RUSH and MALINOWSKI]** – Mr. Rush referred this item to the Sewer Ad Hoc Committee.
- f. **Resolution honoring Anne Kelly, Chief Deputy – Clerk of Court [JETER and DIXON]** – Mr. Manning moved, seconded by Mr. Livingston, to adopt a resolution honoring Ms. Anne Kelly. The vote in favor was unanimous.

### ADJOURNMENT

The meeting adjourned at approximately 8:50 PM.



# RICHLAND COUNTY COUNCIL

S O U T H C A R O L I N A

**Richland County Council**  
**Regular Session**  
**Tuesday, March 3, 2015**  
**Page Ten**



\_\_\_\_\_  
Torrey Rush, Chair

\_\_\_\_\_  
Greg Pearce, Vice-Chair

\_\_\_\_\_  
Joyce Dickerson

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

\_\_\_\_\_  
Norman Jackson

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

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

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

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

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

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

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

# Richland County Council Request of Action

**Subject**

- a. Contractual Matter: 208 Plan
- b. Contractual Matter: Palmetto Utilities
- c. Contractual Matter: Palmetto Utilities - 208 Plan Amendment
- d. Easement Acquisition Authority

# 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. Budget Update
- b. Local Government Fund Update
- c. SLBE Certification Update [**PAGES 21-22**]



To: Cheryl Patrick  
From: Justine Jones   
Subject: March 2015 OSBO/SLBE Report  
Cc: County Council, Tony McDonald, TPAC  
Date: March 11, 2015

SLBE Certifications:

- SLBE Participation Rates (PDT, OET and DRP currently participating on contracts): 23
- Number of businesses certified in February 2015: 2
- Names and types of businesses certified:
  - Short Counts – Professional Services Consultant specializing in traffic counting
  - Corley Construction LLC – Construction services company specializing in hauling and demolition
- Number of businesses that submitted incomplete applications in February 2015: 5
  - Construction: 1
  - Landscaping: 2
  - Professional Services: 2
- Number of applications that were withdrawn: 1
- Number of firms that applied to program in February 2015: 8

SLBE Compliance:

- Number of contracts manually entered – Subcontractors, dollars awarded, percentage of award and terms : 3
- Number of manual entries of invoices for payments: 10
- Number of paper applications manually entered into system: 2

### SLBE Outreach and Recruitment:

- Number of firms contacted about applying to the program or to follow up on incomplete application submissions: 11
- Assisted approximately 10 walk-in potential applicants
- Conducted 3 on-site visits
- Met with the following small business organizations to identify potential program participants and discuss ideas for increasing certifications:
  - City of Columbia
  - Greater Columbia Chamber of Commerce
  - SCDOT
  - SC Governor's Office
  - Minority Business Development Center
  - Small Business Development Center
  - Charleston County Government
  - SC Business Development Program
  - Columbia Urban League
  - SC Commission for Minority Affairs
- Consolidated comprehensive lists from the following agencies to identify road work companies (for telephone outreach campaign):
  - RC Business Services Center
  - RC Procurement Vendors' List
  - SCDOT
  - Office of Small and Minority Business Assistance of SC
  - City of Columbia

There are several additional activities and developments that are included in the operations of the OSBO / SLBE program which are not included in this report. If you have any questions or need clarification, feel free to contact me at 803-576-1540.

# Richland County Council Request of Action

**Subject**

- a. Council Retreat Directive: Community Relations Strategic Plan

# Richland County Council Request of Action

**Subject**

- a. Personnel Matter



# Richland County Council Request of Action

**Subject**

- a. Central SC Alliance

# Richland County Council Request of Action

**Subject**

a. An Ordinance Authorizing a lease to Richland County Family Entertainment, LLC, of 20± acres of land located on a portion of TMS#17300-02-33, including all improvements which may be constructed thereon, for the operation of a water and adventure park

# Richland County Council Request of Action

## **Subject**

14-41MA  
PGM Retail, LLC  
HI to GC (18.04 Acres)  
Mill Field Rd.  
22905-02-02 [**THIRD READING**] [**PAGES 27-28**]

## **Notes**

First Reading: February 24, 2015  
Second Reading: March 3, 2015  
Third Reading:  
Public Hearing: February 24, 2015

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL OF RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

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 # 22905-02-02 FROM HI (HEAVY 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 # 22905-02-02 from HI (Heavy 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 \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Torrey Rush, Chair

Attest this \_\_\_\_\_ day of  
\_\_\_\_\_, 2015.

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

Public Hearing: February 24, 2015  
First Reading: February 24, 2015  
Second Reading: March 3, 2015 (tentative)  
Third Reading:

# Richland County Council Request of Action

## **Subject**

An Ordinance Updating the 2009 Comprehensive Plan through the adoption of a new plan for the County of Richland, pursuant to the State of South Carolina Comprehensive Planning Enabling Act of 1994 [PAGES 29-32] {Link to Comprehensive Plan: <http://weplantogether.org/resources>}

## **Notes**

First Reading: December 16, 2014

Second Reading: March 3, 2015

Third Reading:

Public Hearing: December 16, 2014

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_-15HR

AN ORDINANCE UPDATING THE 2009 COMPREHENSIVE PLAN THROUGH THE ADOPTION OF A NEW PLAN FOR THE COUNTY OF RICHLAND, PURSUANT TO THE STATE OF SOUTH CAROLINA COMPREHENSIVE PLANNING ENABLING ACT OF 1994.

WHEREAS, the 1994 State of South Carolina Comprehensive Planning Enabling Act (Section 6-29-310, et seq., of the Code of Laws of South Carolina 1976, as amended) requires the development and adoption of a local Comprehensive Plan designed to promote public health, safety, morals, convenience, prosperity, or the general welfare as well as the efficiency and economy of the County; and

WHEREAS, on May 3, 1999, Richland County Council adopted the “Imagine Richland 2020 Comprehensive Plan” pursuant to S.C. Code Section 6-29- 310, et al. (Ordinance No. 013-99HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on December 20, 2005 by the incorporation of the “Southeast Richland Neighborhood Master Plan” (dated November 3, 2005) into the Lower Richland Area Plan (Ordinance No. 104-05HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on October 3, 2006 by the incorporation of the “Broad River Neighborhoods Master Plan”, dated July 6, 2006, into the I-20 Interbeltway Subarea Plan (Ordinance No. 094-06HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on June 19, 2007 by the incorporation of “The Renaissance Plan for the Decker Boulevard/Woodfield Park Area” (dated March 12, 2007) into the I-20 Corridor Sub-area Plan (Ordinance No. 055-07HR); and

WHEREAS, the Imagine Richland 2020 Comprehensive Plan was amended on February 17, 2009 by the incorporation of “The Candlewood Neighborhood Master Plan” (dated December 1, 2008) into the Northeast Area Plan (Ordinance No. 007-09HR); and

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

WHEREAS, the 2009 Comprehensive Plan was amended on January 19, 2010 by the incorporation of the “Trenholm Acres/Newcastle Neighborhood Master Plan”, dated July 2008 (Ordinance No. 003-10HR); and by the incorporation of the “Crane Creek Neighborhood Master Plan”, dated May 2009 (Ordinance No. 004-10HR); and

WHEREAS, the 2009 Comprehensive Plan was amended on December 14, 2010 by the incorporation of the “Broad River Road Corridor and Community Master Plan”, dated August 2010 (Ordinance No. 081-10HR); and

WHEREAS, the 2009 Comprehensive Plan was amended on March 18, 2014 by the incorporation of the “Spring Hill Strategic Community Master Plan”, dated December 2013 (Ordinance No. 008-14HR); and by the incorporation of the “Lower Richland Strategic Community Master Plan”, dated December 2013 (Ordinance No. 009-14HR); and

WHEREAS, the Comprehensive Plan must be comprised of certain defined elements, including, but not limited to: (1) a population element, (2) an economic development element, (3) a natural resources element, (4) a cultural resources element, (5) a community facilities element, (6) a housing element, (7) a land use element, (8) a transportation element, and (9) a priority investment element; and

WHEREAS, pursuant to Section 6-29-510 (E), the comprehensive plan, including all elements of it, must be updated at least every ten years; and

WHEREAS, Richland County’s Planning and Development Services Department hired a qualified and reputable consultant to assist with the updating process, and took numerous steps to engage the public in this process, including: holding fifteen (15) community meetings, holding several meetings with identified stakeholders, having Home Builders Association (HBA) involvement and participation, reaching out to smaller municipalities, receiving feedback and direction from County Council members and Planning Commission members, and coordination with the City of Columbia, all of which occurred over a one year time frame; and

WHEREAS, the Richland County Planning Commission has recommended to County Council the adoption of an updated plan, said plan being dated December 1, 2014, and entitled “PLAN RICHLAND COUNTY”; and

WHEREAS, it appears to County Council that the Comprehensive Plan is comprised of all required elements, is proper in all other material respects, and that the adoption of the Plan is in the best interest of the County;

NOW, THEREFORE, pursuant to the authority granted by the Constitution and the General Assembly of the State of South Carolina, be it enacted by the County Council for Richland County as follows:

SECTION I. Pursuant to Section 6-29-530 of the Code of Laws of South Carolina 1976, as amended, Richland County Council does hereby adopt, approve, and ratify the December 1, 2014 Comprehensive Plan entitled “PLAN RICHLAND COUNTY”, which is on file in the Planning and Development Services Department.

SECTION II. The “Southeast Richland Neighborhood Master Plan” (dated November 3, 2005), and the “Broad River Neighborhoods Master Plan” (dated July 6, 2006), and “The Renaissance Plan for the Decker Boulevard/Woodfield Park Area” (dated March 12, 2007), and the

“Candlewood Neighborhood Master Plan” (dated December 1, 2008), and the “Trenholm Acres/Newcastle Neighborhood Master Plan” (dated July 2008), and the “Crane Creek Neighborhood Master Plan” (dated May 2009), and the “Broad River Road Corridor and Community Master Plan” (dated August 2010), and the “Spring Hill Strategic Community Master Plan” (dated December 2013), and the “Lower Richland Strategic Community Master Plan” (dated December 2013) are all incorporated into the aforementioned “PLAN RICHLAND COUNTY” Comprehensive Plan and shall remain in full force and effect.

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 enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

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

OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
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: December 16, 2014  
First Reading: December 16, 2014  
Second Reading: March 3, 2015 (tentative)  
Third Reading:



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2014-2015 Road Maintenance Annual Budget to appropriate Nine Hundred Thousand Dollars (\$900,000) to supplement the low volume paving program **[PAGES 33-37]**

## **Notes**

February 24, 2015 - The Committee recommended that Council approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

First Reading: March 3, 2015

Second Reading:

Third Reading:

Public Hearing:

## **Richland County Council Request of Action**

**Subject:** Budget Amendment – Public Works Road Maintenance Fund Balance to help fund the Low Volume Paving Program

### **A. Purpose**

County Council is requested to approve a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to assist in funding the Low Volume Paving Program (Program).

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

On February 17, 2009, County Council approved an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting countywide dirt road paving program standards.

The ordinance amendment reduced the cross section width and pavement thicknesses on dirt roads that qualified for the Program, and allowed the County to pave more miles of road for less money.

The County's Public Works Department approached the CTC (Richland County Transportation Committee) for funding for paving low volume roads. The CTC allocated \$4,000,000.00 to the County for the Program. The County agreed to supplement that funding with an additional \$900,000.00. An engineering consultant developed a Low Volume Paving Manual, which served as the basis for the program.

At the November 1, 2011 Council meeting, Council approved the Program. To date, we have paved approximately forty (40) roads through the program, using funding from the abovementioned funds allocated by the CTC and funds provided through the County's Transportation Penny Program.

County Council approved the use of \$900,000.00 from the Road Maintenance Fund Balance; however, the funding was never allocated. At this time, we are requesting a budget amendment in the amount of \$900,000.00 to assist in funding the program.

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

- 2/17/09 - County Council approved the an ordinance amendment to the County's Code of Ordinances (Section 21-3 and Section 21-20), creating an alternative dirt road paving program and adopting Countywide dirt road paving program standards.
- 11/1/11 - Council approved the Low Volume Paving Program.

### **D. Financial Impact**

A budget amendment in the amount of \$900,000.00 is needed to supplement this Program to pave low volume roads in Richland County. The requested funds are available in the Road Maintenance Fund Balance. This action will require three (3) readings and a public hearing.

**E. Alternatives**

1. Approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.
2. Do not approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

**F. Recommendation**

It is recommended that Council approve the request for a budget amendment from the Public Works Road Maintenance Fund Balance in the amount of \$900,000.00 to supplement the Low Volume Paving Program.

Recommended by: Ismail Ozbek, Director

Department: Public Works

Date: January 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!)

**Finance**

Reviewed by: Daniel Driggers

Date: 1/13/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

Request is consistent with Council’s previous approval and assignment of funding.

**Transportation**

Reviewed by: Rob Perry

Date: 1/14/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

This action is consistent with the agreement to receive the \$4 million in CTC funding for these projects.

**Legal**

Reviewed by: Elizabeth McLean

Date: 1/22/15

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Sparty Hammett

Date: 1/22/15

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-15HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 ROAD MAINTENANCE ANNUAL BUDGET TO APPROPRIATE NINE HUNDRED THOUSAND DOLLARS (\$900,000) TO SUPPLEMENT THE LOW VOLUME PAVING PROGRAM.

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 Nine Hundred Thousand Dollars (\$900,000) be appropriated to provide funding to supplement the Low Volume Paving Program. Therefore, the Fiscal Year 2014-2015 Road Maintenance Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 6,334,089
Appropriation of Road Maintenance Fund Balance:	\$ <u>900,000</u>
Total Road Maintenance Fund Revenue as Amended:	\$ 7,234,089

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 6,334,089
Low Volume Paving Program:	\$ <u>900,000</u>
Total Road Maintenance Fund Expenditures as Amended:	\$ 7,234,089

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after \_\_\_\_\_, 2015.

RICHLAND COUNTY COUNCIL

BY: \_\_\_\_\_  
Torrey Rush, Chair

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

OF \_\_\_\_\_, 2015

\_\_\_\_\_  
S. Monique McDaniels  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

First Reading:            March 3, 2015 (tentative)  
Second Reading:  
Public Hearing:  
Third Reading:

# Richland County Council Request of Action

**Subject**

Property Acquisition Assistance [**PAGES 38-47**]

## Richland County Council Request of Action

**Subject:** 6319 Shakespeare Road Acquisition

### **A. Purpose**

County Council is requested to approve the use of \$38,584.30 from the Planning Department's Neighborhood Improvement Program's (NIP) budget to assist the Community Assistance Provider, Inc. (CAP) in acquiring the property located at 6319 Shakespeare Road, Columbia SC 29223 (property). The \$38,584.30 will cover the acquisition costs for the property (minus \$30K in tax credits), the East Richland Sewer Lien (\$5,584.30) and \$3,000.00 in option renewals. A letter dated 11/6/14 from the South Carolina Association of Community Economic Development (SCACED) (see attached) supports the provision of tax credits available to support the Columbia Mobile Home Park (CMHP). This acquisition will allow site control by a non-profit group (CAP) for the redevelopment of the parcel of land into affordable housing (workforce, veterans, seniors, etc.) to benefit the surrounding areas of Trenholm Acres and New Castle Neighborhoods.

If approved, the funds will be provided to CAP to purchase the property and to gain site control. The County will not acquire the land directly.

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

The Columbia Mobile Home Park is the second project priority for calendar year 2014 in the "Five Year Project Plan for NIP". A total of \$135,000.00 was the estimated budget to remove dilapidated structures from the Columbia Mobile Home Park and prepare the property for redevelopment consistent with the recommendations from the Trenholm Acres Neighborhood Master Plan.

In 2013, the Richland County Community Development Department in tandem with the Richland County Planning Department's NIP utilized Community Development Block Grant (CDBG) funds to demolish the CMHP located at 6319 Shakespeare Road. The demolition took place in August 2014 and a total of \$82,095.00 of CDBG funds were used for the demolition, clearance, abatement and soft costs to include asbestos assessment and the Phase I environmental assessment. After the demolition, the property was acquired through a delinquent tax sale for approximately \$24,000.00.

The new owner has a desire to sell the property. CAP, Inc. currently has an executed Option to Purchase on the parcel. In addition, there is an existing lien on the property for an unpaid utility assessment to East Richland County Public Service in the amount of \$5,584.30 (see attached notice). The requested total of \$38,584.30 will satisfy the acquisition costs, outstanding lien, 2013 Richland County taxes and option renewals. Any other costs will be offset by tax credits (noted within the Financial Impact section). As of July 2012, the property appraised for \$85,000.00. A more current appraisal will be required before the property is placed under a sales contract.

On September 17, 2014, the Richland County Community Development Department hosted an interest meeting to discuss the possible development of the land parcel with various community groups to include: Central Midlands Council of Governments; SC State Housing; Midlands

Housing Trust; United Way; Columbia Housing Authority; Richland County Planning; and housing non-profits (Community Development Corporation) such as CAP, SLCDC, Benedict-Allen CDC, and SC Uplift. As a result of the meeting, the desired plan is (a) acquire the 3.78 acres land parcel to gain site control; (b) donate the land to a forming partnership of housing non-profits to utilize tax credits (see tax credits support letter), and other secured resources such as HOME funds, etc; (c) complete the soft cost needs of the full environmental, etc. and then (d) begin the redevelopment of up to 20 units of affordable housing on the parcel. The property is currently zoned for high density of up to 60 units but the partnership group believes that to maintain lower to medium density proves more suitable for the parcel and outlying areas. This would be a multi-phased approach since all the funds have not been secured. Phase I will include completion of pre-development activities to include the architectural design, feasibility study and possible partnership agreement. Phase II will include construction of up to six (6) units.-Subsequent phases will complete the build-out of up to twenty (20) units.

Once Phase II begins, this will create a new energy for the area and potentially be a catalyst for housing and other development and growth.

**C. Legislative / Chronological History**

Council took approval action on the FY 13-14 Appropriations Budget during a previous Council Meeting.

**D. Financial Impact**

No new funds are being requested. A breakdown of the acquisition cost of the property is provided in the table below:

Acquisition (minus tax credits)	\$30,000.00
East Richland Sewer Lien	\$5,584.30
Option Renewals	\$3,000.00
<b>Total Cost</b>	<b>\$38,584.30</b>

Council approval of the use of \$38,584.30 in NIP funds to assist CAP in purchasing the property is being requested.

In addition, Richland County Community Development has already expended \$82,095.00 toward the costs of the demolition and other costs associated with the once dilapidated and hazardous mobile home park.

Finally, the non-profit partnership has contacted the current owner who has strongly indicated his desire and intent to sell the property. They are in current negotiations and have secured an option which includes \$30,000 in tax credits from the SCACED. A support letter from the President of the SCACED is attached. With cash in hand, along with a current appraisal of the property, the tax credits issued cannot exceed the difference between the cash offer and the appraisal. The SCACED only issues the tax credits to community-based non-profit organizations.



**E. Alternatives**

1. County Council is requested to approve the use of \$38,584.30 from the Planning Department’s Neighborhood Improvement Program’s (NIP) budget to assist the Community Assistance Provider, Inc. (CAP) in acquiring the property located at 6319 Shakespeare Road, Columbia SC 29223. This acquisition will allow site control by a non-profit group (CAP) for redevelopment of the parcel of land into affordable housing (workforce, veterans, seniors, etc.) to benefit the surrounding areas of the Trenholm Acres and New Castle Neighborhoods, lien settlement, option payments and paid annual taxes by CAP, Inc.
2. Approve the request to amend NIP Funds Budget in the amount of \$38,584.30 and proceed with the acquisition to gain site control but request East Richland to forgive the debt thereby reducing the amount needed to complete the Phase I.
3. Do not approve the use of \$38,584.30 from the Planning Department’s Neighborhood Improvement Program’s (NIP) budget to assist the Community Assistance Provider, Inc. (CAP) in acquiring the property located at 6319 Shakespeare Road, Columbia SC 29223.

**F. Recommendation**

It is recommended that Council approve the request to amend NIP Funds Budget in the amount of \$38,584.30 and proceed with the acquisition to gain site control, lien settlement, and option payments to be paid to CAP, Inc.

Recommended by: Valeria Jackson  
Department: Community Development  
Date: 12/3/14

**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: <u>Daniel Driggers</u>	Date:
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Planning**

Reviewed by: <u>Tracy Hegler</u>	Date:
<input type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
Comments regarding recommendation:	

**Procurement**

Reviewed by: Cheryl Patrick

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Legal**

Reviewed by: Elizabeth McLean

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**Administration**

Reviewed by: Sparty Hammett

Recommend Council approval

Comments regarding recommendation:

Date:

Recommend Council denial

**AGREEMENT BETWEEN**

RICHLAND COUNTY

AND

COMMUNITY ASSISTANCE PROVIDER

**THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between Richland County, South Carolina (hereinafter the “County”), and Community Assistance Provider (hereinafter “CAP”).**

**WITNESSETH**

WHEREAS, Columbia Mall Mobile Home Park, located at 6319 Shakespeare Road, Columbia, SC 29203 (hereinafter the “Property”), is in the New Castle/Trenholm Acres Richland County Master Plan area that is targeted for development through the Richland County Planning and Development Department; and

WHEREAS, the Columbia Mobile Home Park, deemed slum and blight by Richland County, was demolished by Richland County using Community Development Block Grant (CDBG) funds; and

WHEREAS, in the interest of the New Castle/Trenholm Acres Master Plan, the County is seeking CAP among Community Housing Development Organizations (CHDOs) to develop affordable housing on the Property site; and

WHEREAS, CAP took the lead and secured an option to purchase the property for \$38,584.30; and

WHEREAS, Richland County Council is requested to approve County funds for the acquisition and other soft costs associated with the land purchase, with such funds being conveyed to the CAP for the acquisition of the Property; and

WHEREAS, upon County Council approval, CAP will develop affordable housing at the Property, and agrees to undertake specific actions to accomplish this mission; and

WHEREAS, the CAP will form a legally binding document with non-profits which requires those subsequent named organizations will jointly be and severally liable for all requirements of this Agreement; and

WHEREAS, the CAP will take the lead and collectively produce a redevelopment strategy and present a project redevelopment plan to the County with a preliminary budget to include predevelopment costs; and

WHEREAS, predevelopment actions will include Phase II Environmental as needed; architectural design for the site; feasibility study and a strategic development plan and budget within 120 days of acquisition; and

WHEREAS, CAP to include any subsequent partners will individually and collectively commit the required time and resources necessary to implement the development strategy created to complete the construction of an estimated 28 units over up to four (4) multi-year phases; and

WHEREAS, the CAP will present the infrastructure/foundation plan and other required plans and documents to the County for approval (barriers, roads, sidewalks, lighting, landscape, entrance and exit); and

WHEREAS, the CAP and subsequent partners will collectively plan a written strategy to pursue national, state and local funding sources in the interest of completing this project within a reasonable time frame in a responsive and responsible manner; and

WHEREAS, the County is in support of the development of affordable and market rate housing to include rental and/or homeownership units designed for the market with the greatest need including but not limited to senior citizens, workforce or veterans. Assisted living and temporary housing is disallowed for this site;

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, and specifically including the recitals above as if set forth herein below, the parties agree as follows:

- 1) The County agrees to provide Thirty-Eight Thousand Five Hundred and Eighty-Four (\$38,584.00) Dollars to successfully acquire the Property by the CAP, and which includes soft costs such as option renewals, sewer costs liens and other predevelopment. Such funds will be provided as fifty (50%) percent grant and fifty (50%) percent loan. The loan portion shall be paid back at a 2% interest rate over a non-amortized loan term for five (5) years. Payments of the loan will begin within twelve (12) months of the lease of the first four housing units and will be made in quarterly payments. The Property shall be titled in the name of the CAP and shall include a first right of refusal to the County upon resale.
- 2) The CAP will provide the County a copy of any and all subsequent partner agreement(s), which shall also include delegated responsibilities, appropriate accountabilities and other rights and responsibilities as deemed appropriate between the partners to the CAP.
- 3) The CAP agrees to begin the first phase of construction within eighteen (18) calendar months of receipt of the funds provided pursuant to this Agreement.
- 4) The CAP shall complete the first and second phase of construction within forty-eight (48) calendar months of receipt of the funds provided pursuant to this Agreement.
- 5) The CAP will construct a minimum of 8 units or 2 quads within the first two (2) years of receipt of the County funds provided pursuant to this Agreement. The parties agree that assisted living and temporary housing is not allowed as a part of the development of the Property.
- 6) The CAP will seek other sources of funding in addition to the County each year of this multi-phased project. In the event other non-County sources are not secured by the CAP to initiate construction of this redevelopment, CAP will be required to reimburse the

County any funds provided to the CAP pursuant to this Agreement shall be due payable to the County no later than one (1) year after receipt.

- 7) The County will be allowed to have input and guidance on the design of the unit(s) and overall layout and configuration of the redevelopment.
- 8) The CAP shall acquire the Property within ninety (90) days of the date first written above and shall provide supporting documentation to the County reflecting such acquisition. If the CAP fails to provide good and marketable title to the Property within the allowed time, any funds provided to the CAP pursuant to this Agreement shall be immediately due and payable to the County. Each subsequent partner to the CAP agrees to be jointly and severally liable for the repayment of such funds.
- 9) If after acquisition, the CAP fails to complete any redevelopment of the Property within the next four (4) years, any funds provided to the CAP pursuant to this Agreement shall be immediately due and payable to the County and the County will have right of first refusal to purchase the parcel for other future redevelopment.
- 10) The County's Community Development Department commits to being an active funding partner in this development, to the extent feasible and as limited by the availability of federal funds, up to the next three years.
- 11) The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
- 12) This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior negotiations, discussions, and agreements, whether written or oral, between the parties regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.
- 13) This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.
- 14) This Agreement is intended to be performed in compliance with all applicable laws, ordinances, rules and regulations. If any provision of this Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.
- 15) Each party to this Agreement represents and warrants that it has full legal right, power and authority to enter into this Agreement and to perform and consummate all other transactions contemplated by this Agreement.

- 16) This Agreement may be executed in multiple counterparts, the signature pages of which may be compiled to constitute one original Agreement.
- 17) The parties hereto expressly agree that this Agreement in no way creates any agency relationship between the parties or any relationship which would subject either party to any liability for any acts or omissions of the other party to this Agreement.
- 18) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by the CAP or any individual party without prior written consent of the County.

IN WITNESS WHEREOF WE THE UNDERSIGNED have this \_\_\_ day of \_\_\_\_\_, 2015, set our hand and seal hereon.

**RICHLAND COUNTY GOVERNMENT**

\_\_\_\_\_  
By: Sparty Hammett, Assistant County Administrator

\_\_\_\_\_  
Witness

**COMMUNITY ASSISTANT PROVIDER**

\_\_\_\_\_  
By: Jamie Devine, President/CEO

\_\_\_\_\_  
\_\_\_\_\_  
Witness

**(Legal Review as Form Stamp Below)**

# Richland County Council Request of Action

**Subject**

- a. Land option between Richland County and Garners Ferry Development Company [**PAGES 49-65**]
- b. Pineview Industrial Park Water and Sewer Engineering Contract [**PAGES 66-79**]



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**OPTION AGREEMENT**

THIS OPTION AGREEMENT (the "*Agreement*") is made and entered into as of the \_\_\_\_\_ day of February, 2015 ("*Effective Date*"), by and between **GARNERS FERRY DEVELOPMENT COMPANY**, a South Carolina general partnership ("*Optionor*") and **RICHLAND COUNTY, SOUTH CAROLINA** ("*Optionee*").

**WITNESSETH:**

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

2. Property Subject to Option. All that certain piece, parcel or lot of land with any improvements thereon, situate lying and being in the County of Richland State of South Carolina, consisting of an approximately 55.53± and 174.17± acres located at Longwood Road. Said parcel is further described in the Richland County Tax Map Books on page 18900, block 1 lot 1 and a portion of 18900, block 2, lot 1 attached hereto and made a part of the Contract as Exhibit "A" and "B". The property is further shown as parcel L (55.53± acres) and parcel M (174.17± acres) as shown on a plat prepared for Garners Ferry Development Company date February 4, 1966 by BP Barber and Associates and shown on Exhibit "C".

3. Option Consideration.

(a) Within ten (10) days of the Effective Date (as hereinafter defined), Optionee shall deliver to Optionor, the sum of one thousand and no /100ths (\$1,000.00) Dollars ("*Option Consideration*").

(b) The Option Consideration shall be held by Optionor. If (i) Optionee shall rescind, cancel or terminate this Agreement and shall notify Optionor, or (ii) Optionee fails to Exercise the Option as set forth in Section 4(a), Optionor shall immediately return the Option Consideration to Optionee as long as all Optionee Due Diligence Materials (as defined in Section 9(a) below) have been provided to the Optionor.

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

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

4. Option Term/Closing

(a) The term of the Option shall be until **five (5) years** from the Effective Date ("*Option Date*"), unless terminated earlier at the option of Optionee. At any time on or before the Option Date, Optionee may elect to exercise the Option by providing Optionor written notification of its election ("*Exercise*"). Within ten (10) days of delivery of the Exercise, Optionee must deliver an additional payment

of Option Consideration in the amount of Twenty Thousand and no/100ths (\$20,000.00) Dollars, thereby increasing the total Option Consideration to Twenty-one Thousand and no / 100ths (\$21,000.00) Dollars. The Option Consideration shall continue to be governed by Section 3 above. The date such notification is mailed or hand delivered to Optionor shall be the "**Notification Date.**" In the event Optionee timely elects to exercise the Option granted herein, the Closing (as hereinafter defined) of the Property shall proceed pursuant to the terms and conditions as set forth herein. In the event Optionee terminates this Option or fails to mail or otherwise deliver to Optionor written notification of its exercise of the Option prior to the Option Date, Optionor shall immediately return the Option Consideration to the Optionee, and this Agreement will become null and void and neither party hereto shall have any further rights or obligation hereunder, except as otherwise specifically set forth herein.

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

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

5. Purchase Price: Method of Payment. The purchase price within Year 1 of execution of the Option for the combined acreage of approximately 229.7± acres will be determined as follows: All useable land (defined as all land outside of any flood plain, flood way, wetlands – Optionee will delineate any wetlands at its expense – recorded easements, Rights of Ways, etc.) will be acquired at the rate of fifteen thousand and 00/100 dollars (\$15,000.00) per acre based on a new survey to be paid for by the Optionee. All flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way will be acquired at the rate of three thousand and 00/100 dollars (\$3,000.00) per acre.

(a) In the event the Option is exercised within Year 2 of execution of the Option, the purchase price shall be Fifteen Thousand Five Hundred and no/100 (\$15,500) Dollars per acre. All flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way will be acquired at a rate of three thousand one hundred and 00/100 dollars (\$3,100) per acre.

(b) In the event the Option is exercised within Year 3 of execution of the Option, the purchase price shall be Sixteen Thousand and no/100 (\$16,000) Dollars per acre. All flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way will be acquired at a rate of three thousand two hundred and 00/100 dollars (\$3,200) per acre.

(c) In the event the Option is exercised within Year 4 of execution of the Option, the purchase price shall be Sixteen Thousand Five Hundred and no/100 (\$16,500) Dollars per acre. All flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way will be acquired at a rate of three thousand three hundred and 00/100 dollars (\$3,300) per acre.

(d) In the event the Option is exercised within Year 5 of execution of the Option, the purchase price shall be Seventeen Thousand and no/100 (\$17,000) Dollars per acre. All flood plain, flood way, and delineated wetlands, and area within recorded easements and rights of way will be acquired at a rate of three thousand four hundred and 00/100 dollars (\$3,400) per acre.

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

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

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

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

7. Title.

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

(b) Optionee shall, at Optionee's expense and within six (6) months of the date hereof, examine the title to the Property and shall give Optionor written notice of any objections which render Optionor's title less than fee simple marketable title (each a "**Title Objection**"). Optionor shall have until thirty (30) days from the date of receipt of such notice in which to satisfy all Title Objections specified in Optionee's initial notice of Title Objections. If Optionor fails to satisfy any Title Objection, then, at the option of Optionee, Optionee may: (i) terminate this Agreement, in which event the Option Consideration shall be refunded to Optionee promptly upon request and thereafter all obligations of the parties under this Agreement shall expire, and except as expressly set forth herein to the contrary, this Agreement shall be of no further force or effect; (ii) extend the period of time in which Optionor has to cure the Title Objections until Optionor has satisfied such Title Objection and Optionor agrees to use its best efforts to satisfy any such Title Objection; or (iii) waive the Title Objection. Subsequent to the Notification Date, Optionee may update title to the Property, and if any matters of title have arisen since the date of the Optionee's initial title examination, Optionee shall give written notice to Optionor of the same, and the same provisions shall apply with respect to the obligations of Optionor and Optionee's rights and remedies in the event that Optionor does not cure the Title Objections.

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

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

8. Survey.

(a) Optionee shall, within six (6) months of the date hereof, obtain, at Optionee's expense, a survey of the Property ("**Survey**") prepared by a surveyor registered and licensed in the State of South Carolina. Such survey shall be signed and certified by the surveyor. The legal description of the Property set forth in the limited warranty deed to be delivered by Optionor at Closing shall be based upon and shall conform to the Survey. Such Survey shall be delivered to Optionor's attorney at least fifteen (15) days prior to Closing. Said survey shall include wetlands acreage, flood plain acreage and recorded easement acreage.

(b) Optionee shall, within six (6) months of the date hereof give Optionor written notice pursuant to this Agreement if Optionee objects to a specific matter which affects the fee simple title to the Property shown on the said Survey (each a "**Survey Objection**"), and Optionor shall, within ten (10) days after Optionor has received notice, elect by written notice to Optionee to either (i) at Optionor's sole cost and expense, take such actions as may be necessary to correct such of said objections as Optionee specifies in said notice, or (ii) decline to correct such objections. The failure of Optionor to give Optionee notice of Optionor's selection to either correct such objection or decline to correct such objection shall be deemed to be an election to decline to correct such objection. In the event Optionor elects to correct less than all of such objections or elects option (ii) above, Optionee shall have ten (10) days after receipt of Optionor's notice, to elect either to (1) proceed with this Agreement and waive the Survey Objection which Optionor has elected not to correct, or (2) terminate this Agreement and receive a refund of the Option Consideration. The failure by Optionee to give Optionor notice of Optionee's election shall be deemed to be an election of option (1) above.

9. Investigation of the Property.

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

(b) Optionee hereby agrees to reimburse Optionor for all claims, demands, actions, losses, costs, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees, costs of litigation and the cost and expense of removing or bonding over any liens affecting the Property) actually incurred by Optionor by reason of the Optionee's exercise of the rights, duties and privileges granted to Optionee in this Section 9. The obligations of Optionee contained in the immediately preceding sentence

shall expressly survive the Closing or any termination of this Agreement, in each case for a period of six (6) months, and shall not be subject to the liquidated damage provisions of Section 14(a) hereof.

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

(a) Optionor shall deliver to Optionee the following documents and instruments, duly executed by or on behalf of Optionor: (i) limited warranty deed, in recordable form, conveying the Property; (ii) an Owner's Affidavit, in form and substance reasonably acceptable to Optionee's title insurer, with respect to the Property; (iii) a certificate of Optionor stating that Optionor is not a "foreign person" under §1445 of the Internal Revenue Code, as amended, and applicable regulations; (iv) such other documents as may be reasonably required by Optionee's title insurer as a condition to insuring Optionee's title to the Property free of exceptions other than the Permitted Exceptions; and (v) evidence in form and substance reasonably satisfactory to Optionee that Optionor has the power and authority to execute and enter into this Agreement and to consummate the purchase and sale of the Property.

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

11. Costs of Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Optionor agrees to indemnify, defend and hold harmless Optionee from and against any and all claims or losses related to the presence of hazardous substances or wastes on or at the Property or migrating from the Property at any time prior to or on the Closing Date or for any condition of the Property subject to regulation under any statute, ordinance or regulation for the protection of human health or the environment that is on the Property on the Closing Date. This indemnity shall survive the consummation of the purchase and sale of the Property on the Closing Date.

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

14. Remedies

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

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

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

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

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





Phone: 803-744-9837

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

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

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

27. Optionor Right to Sell Property; Optionee Right of First Refusal. Notwithstanding any provision herein to the contrary, if Optionor receives from a third party during the term of this Agreement a written expression of interest (e.g. a letter, binding, partially binding or non-binding letter of intent, offer to purchase or draft contract, lease or other agreement) which is in all material respects acceptable to Optionor outlining the primary business terms on which such third party proposes to purchase or otherwise directly or indirectly acquire the Property or any portion thereof (a "**Proposal**"), then Optionor shall first offer in writing to sell the portion of the Property covered by the Proposal to Optionee. Optionor shall promptly notify Optionee in writing of the existence of the relevant Proposal (and of Optionor's willingness to accept same), and such notification from Optionor to Optionee shall also identify all material economic terms and conditions provided for in the Proposal including the identity of the prospective third party transferee. Optionee shall have forty-five (45) days after such notification is received by Optionee from Optionor to elect (by so notifying Optionor in writing) to purchase the Property encompassed by the relevant Proposal. The purchase price, shall be equal to the purchase price set forth in the Proposal. If Optionee fails to notify Optionor in writing of Optionee's acceptance of the offer within the period set forth above, then the offer shall be deemed conclusively rejected by Optionee. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor may proceed to sell the Property on the exact terms set forth in the Proposal, provided this Agreement shall remain in effect until the closing of the sale pursuant to the Proposal. If Optionee does not elect to purchase the Property pursuant to a Proposal, Optionor agrees to reimburse Optionee for all actual costs incurred by Optionee in connection with its investigation of the Property, including without limitation all costs paid for Optionee Due Diligence Materials and all attorney's fees actually incurred. The reimbursement obligation of Optionor under this provision shall not exceed sixty thousand and 00/100 dollars (\$60,000). Upon receipt of payment for all Optionee Due Diligence Materials, Optionee shall deliver the Optionee Due Diligence Materials to Optionor. Optionor shall have the right to provide all such Optionee Due Diligence Materials to the third party purchaser under the Proposal.

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

*Signature page to follow.*

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSES:**

\_\_\_\_\_  
  
\_\_\_\_\_

**OPTIONEE:**

**Richland County, South Carolina**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

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

Witness my hand and official seal,  
this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires \_\_\_\_\_

IN WITNESS WHEREOF, the Optionee has caused this Agreement to be executed by its duly authorized officer this \_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPTIONOR:**

**Garners Ferry Development Company, a South Carolina general partnership**

By: \_\_\_\_\_  
Edwin H. Cooper, Jr., Managing Partner

By: \_\_\_\_\_  
Thurman B. Sauls, Managing Partner

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public, certify that Edwin H. Cooper, Jr., as Managing Partner of **Garners Ferry Development Company**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_

**State of South Carolina  
County of Richland**

**Acknowledgment**

I, \_\_\_\_\_, Notary Public, certify that Thurman B. Sauls, as Managing Partner of **Garners Ferry Development Company**, personally came before me this day and voluntarily executed the foregoing as his/her act and deed.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires \_\_\_\_\_

**Exhibit "A"**

AssessorView

EXHIBIT 'A'

Page 1 of 1

**Assessor Data View**

The information provided on this page reflects data as of December 31, 2010 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

Information presented on the Assessor's Database is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. RICHLAND COUNTY HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE. All official records of the County and the countywide elected officials are on file in their respective offices and may be viewed by the public at those offices.

**Owner Information**

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

**Tax Information**

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

**Assessment Information**

Year Of Assessment:  Legal Residence:

Tax District:  Sewer Connection:

Acreage Of Parcel:  Water Connection:

Non-Agriculture Value:  Agriculture Value:

Building Value:  Improvements:

Taxable Value:

Zoning:

**Property Information**

Legal Description:

Land Type:

**Sales History**

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
GARNERS FERRY DEVELOPMENT CO	10/20/1989		00954 / 361	\$0.00	
GARNERS FERRY	10/08/1980	V	D554 / 667	\$30,239.00	Q

**Qualification Code Definitions**

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage

**Structure Details**

Structure Type	Structure Description	Building Number

**Exemptions**

Exemption Year	Exemption Description

[http://www4.rcgov.us/assessorsearchnew/\(S\(g5ruym45vnnv0fm55qhyctn55\)\)/assessorview.a...](http://www4.rcgov.us/assessorsearchnew/(S(g5ruym45vnnv0fm55qhyctn55))/assessorview.a...) 5/9/2013

**Exhibit "B"**

AssessorView

EXHIBIT "B"

Page 1 of 1

**Assessor Data View**

The information provided on this page reflects data as of December 31, 2010 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

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**Owner Information**

Tax Map Number:  - PORTION OF  
 Owner:   
 Address 1:   
 Address 2:   
 Address 3:   
 City/State/Zip:    
 Property Location/Code:

**Tax Information**

Year:   
 Property Tax Relief:   
 Local Option Sales Tax Credit:   
 Tax Amount:   
 Paid:   
 Homestead:   
 Assessed:

**Assessment Information**

Year Of Assessment:  Legal Residence:   
 Tax District:  Sewer Connection:   
 Acreage Of Parcel:  Water Connection:   
 Non-Agriculture Value:  Agriculture Value:   
 Building Value:  Improvements:   
 Taxable Value:   
 Zoning:  LIGHT INDUSTRIAL

**Property Information**

Legal Description:  #SU   
 #PW 55-4834, W/S FOLDER  
 Land Type:

**Sales History**

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
GARNERS FERRY DEVELOPMENT C	02/01/1966		D36 / 252	\$0.00	

**Qualification Code Definitions**

Building Number	Year Structure Was Assessed	Building Description	Actual Year Built	Number Of Bathrooms	Number Of Bedrooms	Total Number Of Stories	Heated Square Footage	Total Square Footage

**Structure Details**

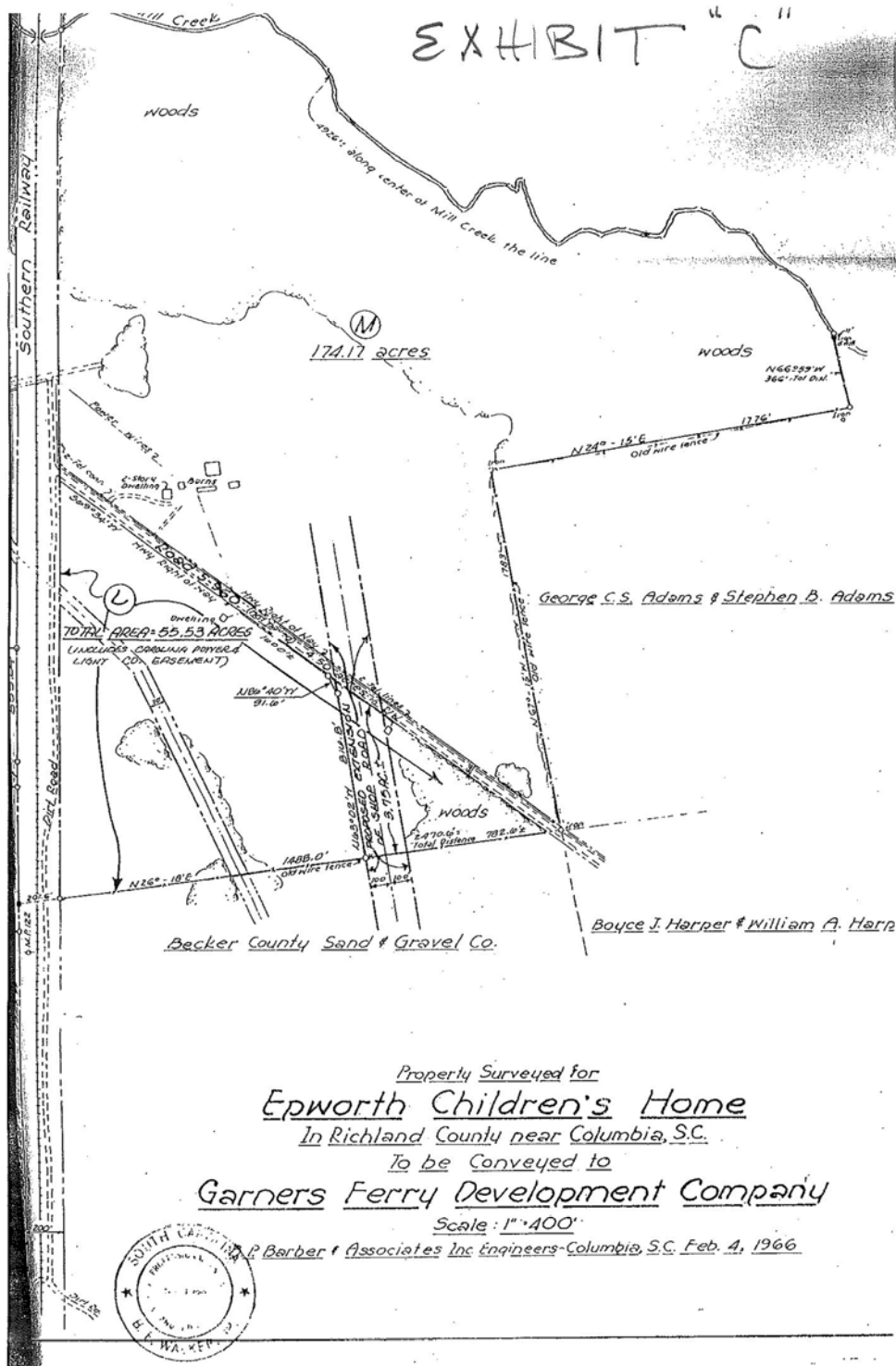
Structure Type	Structure Description	Building Number

**Exemptions**

Exemption Year	Exemption Description

[http://www4.rcgov.us/assessorsearchnew/\(S\(wakme5552ve3yz45hhxc4m2u\)\)/assessorview...](http://www4.rcgov.us/assessorsearchnew/(S(wakme5552ve3yz45hhxc4m2u))/assessorview...) 5/9/2013

Exhibit "C"



## Agency Relationships in South Carolina

The SC Real Estate License Law, in Section 40-57-139 (A) (1) and (2), requires a real estate licensee to provide you this brochure and a meaningful explanation of agency relationships offered by the licensee's Company. This must be done at the first practical opportunity when you and the licensee have substantive contact.

Before you begin to work with a real estate licensee, it is important for you to know the difference between a broker-in-charge and associated licensees. The broker-in-charge is the person in charge of a real estate Company. Associated licensees may work only through a broker-in-charge. **In other words, when you choose to work with any real estate licensee, your business relationship is legally with the Company and not with the associated licensee.**

A real estate Company and its associated licensees can provide buyers and sellers valuable real estate services, whether in the form of basic **customer** services, or through **client**-level agency representation. The services you can expect will depend upon the legal relationship you establish with the Company. It is important for you to discuss the following information with the real estate licensee and agree on whether in your business relationship you will be a **customer** or a **client**.

### Now You Are a Customer of the Company

South Carolina license law defines customers as buyers or sellers who choose **NOT** to establish an agency relationship. The law requires real estate licensees to perform the following **basic duties** when dealing with **any** real estate buyer or seller as customers:

- Present all offers in a timely manner
- Account for money or other property received on your behalf
- Provide an explanation of the scope of services to be provided
- Be fair and honest and provide accurate information
- Disclose "adverse material facts" about the property or the transaction which are within the licensee's knowledge

*Unless or until you enter into a written agreement with the Company for agency representation, you are considered a "Customer" of the Company, and the Company will not act as your agent. As a Customer, you should not expect the Company or its licensees to promote your best interest, or to keep your bargaining information confidential.*

Customer service does not require a written agreement; therefore, you are not committed to the Company in any way.

### You Can Become a Client

Clients receive more services than customers. If client status is offered by the real estate Company, you can become a client by entering into a written agency agreement requiring the Company and its associated licensees to act as an agent on your behalf and promote your best interests. If you choose to become a client, you will be asked to confirm in your written representation agreement that you received this brochure in a timely manner.

A seller becomes a client of a real estate company by signing a formal listing agreement with the Company. For a seller to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the seller and the Company which becomes the agent for the seller.

A buyer becomes a client of a real estate company by signing a formal buyer agency agreement with the Company. For a buyer to become a client, this agreement must be in writing and must clearly establish the terms of the agreement and the obligations of both the buyer and the Company which becomes the agent for the buyer.

If you enter into a written agency agreement with the Company as a Client, you can expect the real estate licensee to provide the following client-level services:

- Obedience
- Loyalty
- Disclosure
- Confidentiality
- Accounting
- Reasonable care and skill

Client-level services also include advice and assistance in negotiations.

### Single Agency

When the Company represents only one party in the same transaction (the seller or the buyer), this is called single agency.

### Dual Agency

Dual Agency exists when the real estate licensee has two clients in one transaction – a seller and a buyer client.

At the time you sign an agency agreement, you may be asked to acknowledge whether you consider giving written consent allowing the Company to represent both you and the other client in a disclosed dual agency relationship.

### Disclosed Dual Agency

In a disclosed dual agency, the Company's representation duties are limited because the buyer and seller have recognized conflicts of interest. Both clients' interests are represented.



Company. *As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell.* Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

### What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. **Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.**

### It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

**This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.**

# Agency Disclosure Brochure

## Agency Relations in Real Estate



South Carolina Department of  
Labor, Licensing and  
Regulation

South Carolina Real Estate  
Commission

PO Box 11847  
Synergy Business Park, King  
110 Centerview Dr., S  
Columbia, SC 29

Telephone: (803) 896-4

Fax: (803) 896-4

[www.llr.state.sc.us/Pol/RealEst](http://www.llr.state.sc.us/Pol/RealEst)

February 9, 2015

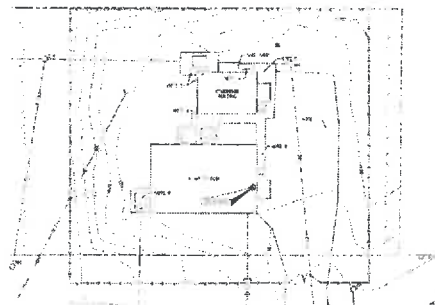
Mr. Nelson Lindsay, SCCED  
Director of Economic Development  
Richland County  
Post Office Box 192  
Columbia, South Carolina, 29202

RE: Proposal for Engineering Services related to 6,400LF of 30-inch and 15-inch Gravity Wastewater Lines and 5,400 LF of 16-inch DIP Water Lines to serve the Pineview Roadway Corridor at Shop Road in Richland County, South Carolina  
Proposal No.: P15019-A, B

Dear Nelson:

Thank you for giving Alliance Consulting Engineers, Inc. the opportunity to present this proposal to perform engineering services related to the design, permitting, and construction administration/observation of approximately 4,100 linear feet (LF) of 30-inch and 2,300 LF of 15-inch gravity wastewater lines, and 5,400 linear feet (LF) of ductile iron pipe (DIP) water lines, as shown on the attached exhibit. The subject Project Area is located within the unincorporated Richland County between Bluff Roadway and Shop Road Extension along Pineview Roadway. After completion, the above-mentioned improvements will be owned, operated and maintained by the City of Columbia's Utility Department.

Alliance Consulting Engineers, Inc. has been providing services to Richland County for the past several years and has tremendous knowledge basis of this service corridor and future needs within this area. Alliance Consulting Engineers, Inc. is currently inventorying all the force mains for the City of Columbia, and also has inventoried all the pumping stations, including the Mill Creek Pumping Station #065 conducted by Mr. David Rankin, P.E of our office as seen in attachment #2. Furthermore, Alliance Consulting Engineers, Inc. is providing services on similar projects currently like the 30-inch wastewater line for Toray Carbonfiber Industries in Spartanburg County, as well as the 17,000 LF of 27-inch Scott Creek Interceptor for the City of Newberry. In addition, Alliance Consulting Engineers, Inc. has been serving Project Giant with assistance including project



Alliance Consulting Engineers, Inc.

P.O. Box 8147 Columbia, SC 29202-8147 Phone 803 779-2078 Fax 803 779-2079 [www.allianceCE.com](http://www.allianceCE.com)

due diligence in response the company's initial wastewater service demand and will provide a seamless point of contact for Project Giant and Richland County to ensure that the completion of the water and wastewater service lines are completed on time and potentially phased with the allotted project budget provided by Richland County.

Outlined below is an overview of the proposed engineering services for the project and a detailed Scope of Services that includes the following:

- Project Administration Services
- Topographic Survey
- Completion of three (3) 30-foot wide Wastewater Easement Plats
- Subsurface Geotechnical Exploration
- Construction Documents and Permitting Services
- Bidding and Award Services
- Construction Administration & Observation (Weekly)
- Record Drawings

The following services have been excluded upon request of Richland County and will be provided to Alliance Consulting Engineers, Inc.

- Topographic Survey of the Shop Road Alignment (5,400 LF of Water Main Survey)
- Wetlands Jurisdiction Determination and Impact Permitting
- Geotechnical Exploration of Shop Road
- City of Columbia Field Observations

Each of the aforementioned tasks is outlined in the following Scope of Services:

## **I. SCOPE OF SERVICES**

### **1. Project Administration Services**

Alliance Consulting Engineers, Inc. has included project administration services in the below mentioned tasks, and in the below tasks has included coordination with numerous other design consultants, up to five (5) project meetings through design, SC Department of Commerce grant reporting, and coordination directly with Economic Development prospects as far as the stub out location of water and wastewater services specifically to project Giant located at the Pineview Industrial Site.

### **2. Topographic Survey**

Alliance Consulting Engineers, Inc. will coordinate a Topographic Survey to be completed within 50-feet of the proposed project alignment provided by Richland County. The existing Shop Road Survey and Wetland Survey will be provided by Richland County in electronic AutoCAD .dwg format to incorporate the proposed

5,400 LF water line alignment. This Survey will include an area extending from fifty (50) feet off of each side of the existing wastewater lines including the horizontal location of existing utilities, property corners, above ground features, edge of adjacent roadway along the approximately 6,400-foot proposed wastewater line alignments. The topographic survey will include a contour elevation interval of one (1) foot. The survey will be performed in accordance with the Minimum Standards Manual for the Practice of Land Surveying as defined in the South Carolina Code of Regulations, Chapter 49, Article 4 and as adopted under the code of laws of the State of South Carolina in title 40, Chapter 22. Accuracy requirements for the survey will be of class "A" specifications (1:10000) for urban areas. Horizontal control for the project will be reference to the National Spatial Reference System (NSRS) North America Datum of 1983 (NAD83) by use of the Department of Defense NAVSTAR Global Positioning System. Vertical control will be reference to the North American Vertical Datum of 1988 (NAVD88).

### **3. Wastewater Easement Plats**

It is Alliance Consulting Engineers, Inc.'s understanding that three (3) easement sketches will be required by the City of Columbia for the proposed wastewater lines. The City of Columbia shall provide the written easement document and Alliance Consulting Engineers, Inc. will coordinate the preparation of the required easement plats for use by Richland County to secure the estimated three (3) easements that will be necessary to construct the proposed wastewater lines.

### **4. Subsurface Geotechnical Exploration**

Alliance Consulting Engineers, Inc. will perform subsurface geotechnical exploration services to evaluate the general subsurface conditions along the proposed 6,400 LF Wastewater Line alignment. These services will include evaluating groundwater depth for pipe and structure buoyancy, backfill suitability, and develop geotechnical engineering opinions for excavation difficulty, subsurface water control and bore-and-jack operations. Based on the assumptions that the proposed alignment is approximately 6,400-Linear Feet (LF), we recommend conducting five (5) borings along the alignment (+/- 1,000-FT spacing). The borings will be extended approximately twenty (20)-FT below existing grade, or auger refusal, whichever occurs first.

### **5. Construction Documents and Permitting Services**

Upon completion of the topographic survey, and receipt of the shop roadway existing conditions in electronic AutoCAD .dwg format, Alliance Consulting Engineers, Inc. will prepare construction plans for the approximately 6,400 linear feet of 30-inch and 15-inch wastewater lines, and approximately 5,400 linear feet 16-inch water lines spaced five (5) feet from the northern Right-Of-Way line along the Shop Road alignment designed and provided by others as shown on the attached map.

Construction Plans will be prepared to meet the standards and specifications set forth by the City of Columbia Standard Specifications, Richland County and South Carolina Department of Health and Environmental Control (SCDHEC). The construction plans will include, but not be limited to, a cover sheet, general notes and legend, overall site plan, individual plan and profile sheets detailing the installation of the new water and wastewater lines for proposed alignment, detail sheets related to the overall project, and sediment and erosion control details.

Alliance Consulting Engineers, Inc. personnel will complete the construction plans and technical specifications and submit to the City of Columbia and Richland County. Upon review by and approval of the City of Columbia and Richland County, an application will be prepared by Alliance Consulting Engineers, Inc. and submitted to SCDHEC for a Land Disturbance Permit and a Permit to Construct the Wastewater Utility and to the appropriate agencies having jurisdiction for encroachment in the right-of-way described below. All permitting fees shall be paid by the Richland County at the time plans are submitted for review. Alliance Consulting Engineers, Inc. personnel will address comments (if any) from the reviewing agencies and resubmit for final permitting and to obtain coverage under the National Pollutant Discharge Elimination System (NPDES), and permit to encroach within the right-of-way to construct the proposed 30 and 15-inch wastewater lines, as well as the 16-inch ductile iron water lines.

#### **6. Bidding and Award Services**

Alliance Consulting Engineers, Inc. has included services for bidding and award assistance to Richland County, plus ad publication, including the distribution of plans and specifications to up to five (5) contractors. Alliance Consulting Engineers, Inc. also will respond to bid questions and provide a tabulation of bids received. (This proposal assumes that the project will be bid and awarded as one (1) complete project.)

#### **7. Material Testing (Not Included in this Scope of Services)**

Alliance Consulting Engineers, Inc. will assist the County in negotiating with a geotechnical firm familiar with soils and pavement testing to ensure that the materials of construction meet or exceed the requirements of the Construction Plans and Specifications.

#### **8. Construction Administration/Observation (Weekly)**

Alliance Consulting Engineers, Inc. will conduct Construction Administration/Observation services to observe the construction and final testing of the proposed improvements. A period of one-hundred eighty (180) days has been estimated to complete the construction. Richland County has indicated the City of Columbia will provide construction observation services and NPDES monitoring

during construction, and has requested weekly coordination and administration of the project during construction. For the purposed of this proposal it has been assumed that twenty-four (24) on-site progress meetings and a total of 8-hours per week of administration time has been included in this proposal.

Should additional observation services be required, such as material testing, Alliance Consulting Engineers, Inc. will provide a Scope of Services and fee for this phase upon request by Richland County.

#### **9. Record Drawings/Permit To Operate/Project Closeout**

Once the construction of the wastewater and water lines are completed, and pressure testing and bacteriological samples are completed, and all the elevations and survey measurements are provided to Alliance Consulting Engineers, Inc. by the contractor, and manhole installations has been completed, Alliance Consulting Engineers, Inc. will prepare Record Drawings illustrating the location of the newly constructed features from the data provided by the contractor and observations of Alliance Consulting Engineers, Inc. staff as a requirement of the Permit To Operate by SCDHEC and the requirements of the City of Columbia Record . In addition, Alliance Consulting Engineers, Inc. will email an electronic new shape (\*.shp) file to the City of Columbia for incorporation into their Geographic Information System (GIS).

### **II. COMPENSATION**

The following outlines the compensation for these services based on our understanding of the project:

1. Topographic Survey	\$ 18,000
2. Subsurface Geotechnical Exploration	\$ 6,000
3. Easement Exhibit Services	\$ 5,500
4. Construction Documents (Plans & Specifications)	\$ 114,500
5. Bidding and Award Services	\$ 4,500
6. Construction Administration/Observation	\$ 22,000
7. Record Drawings/Permit To Operate/Project Closeout	<u>\$ 11,000</u>
<b>Total Engineering Services Fee</b>	<b>\$ 181,500</b>

### **III. PROJECT SCHEDULE**

Alliance Consulting Engineers, Inc. can begin the performance of services on this Project within two (2) business days of receipt of an authorization to proceed. A topographic survey and Geotechnical Exploration will be completed within four (4) weeks, and Construction Document Phase Plans in three (3) months thereafter. A period of ninety days (90) is estimated for easement acquisition and permitting. Following

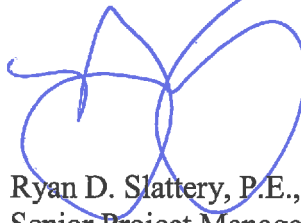
Mr. Nelson Lindsay, SCCED, Director of Economic Development  
Richland County  
February 9, 2015 – Page 6 of 6

permitting, Bidding and Award will be completed within ninety (90) days. This proposal is valid for a period of thirty (30) days from the date of this letter.

Alliance Consulting Engineers, Inc. appreciates the opportunity to submit this proposal for providing engineering services. We look forward to assisting Richland County, the City of Columbia and Project Giant on this project. Should you have any questions or comments, please do not hesitate to contact us at (803) 779-2078.

Very truly yours,

ALLIANCE CONSULTING ENGINEERS, INC.



Ryan D. Slattery, P.E., LEED AP  
Senior Project Manager

Enclosures

cc: Mr. Deepal S. Eliatamby, P.E., SCCED, Alliance Consulting Engineers, Inc.



**PROPOSED SHOP ROAD INDUSTRIAL SITE WATER & SEWER, APPROXIMATE LOCATIONS**



## Pump Station Technical Specifications

### Mill Creek Pump Station

**Location/Address:** 5200 Bluff Rd  
(Approx 5260 Bluff Rd)  
Hopkins, SC 29061

**Station ID #:** 065

**Coordinates:** 33° 55.388' N, 080° 57.399' W

Attachment #2



**Pump Station Location Map**

### Pump Station Design Data

	Data or Yes/No	DRAWING CF#	Links to Supporting Documents
Firm Pumping Capacity (GPM)	12000	N/A	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Number of Pumps Installed	4	220-287	<a href="#">CLICK HERE FOR DOCUMENTS</a>
TDH @ Firm Pumping Capacity (FT)	90	N/A	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Type of Pump Station	Dry Pit Submersible	220-287	<a href="#">CLICK HERE FOR DOCUMENTS</a>
VFD Present	YES	08541E9910 E99	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Discharge Force Main Diameter (IN)	24	60-28 SS764	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Discharge Force Main Approximate Length (FT)	14581	60-28 SS764	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Discharge Force Main Material of Construction	PCCP	60-28 SS764	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Discharge Force Main Manhole/End Asset ID	SS-GC17-24059-MH	60-28 SS764	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Force Main Drawings	YES	60-28 SS764	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Pump Station Drawings	YES	220-287	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Additional Drawings	YES	250-70 220-112 (SS709-6/7)	<a href="#">CLICK HERE FOR DOCUMENTS</a>

### Back-up Power Information

On-site Generator/Back-up Power Source	Caterpillar Diesel Generator
Voltage (Volts)	480 Volt
Wattage (Watts)	400 -kW
Fuel Capacity (Diesel: Gallons, LPG: Pounds)	750
City Asset ID#	AG001-21739
Portable Generator Receptacle On-site (Yes/No)	NO
If Yes, Portable Generator Receptacle Type	N/A

### Bypass Pumping Connection

Bypass Pumping connection available?	NO
--------------------------------------	----

### Pump Station Drawdown Information

		Links to Supporting Documents
Latest Drawdown Date	Unavailable	<a href="#">CLICK HERE FOR DOCUMENTS</a>
Drawdown Inflow (GPM)	Unavailable	
Drawdown Flow Pump 1 Including Influent Flow (GPM)	Unavailable	
Drawdown TDH Pump 1 (FT)	Unavailable	
Pump 1 Amperage (AMPS)	Unavailable	
Drawdown Flow Pump 2 Including Influent Flow (GPM)	Unavailable	
Drawdown TDH Pump 2 (FT)	Unavailable	
Pump 2 Amperage (AMPS)	Unavailable	
Conducted By	Unavailable	

**SCADA Information**

Recorded/Reported Info	Notes
Pump #4 Motor High Temperature Alarm	
Pump #4 Moisture Alarm	
Pump 1 Failure	
Pump 2 Failure	
Pump 3 Failure	
Pump 4 Failure	
Pump #1 Fail To Start Alarm	
Pump #2 Fail To Start Alarm	
Pump #3 Fail To Start Alarm	
Pump #4 Fail To Start Alarm	
Pump #1 Motor Bearing High Vibration Warning	
Pump #1 Motor Bearing High Vibration Shutdown	
Pump #2 Motor Bearing High Vibration Warning	
Pump #2 Motor Bearing High Vibration Shutdown	
Pump #3 Motor Bearing High Vibration Warning	
Pump #3 Motor Bearing High Vibration Shutdown	
Pump #4 Motor Bearing High Vibration Warning	
Pump #4 Motor Bearing High Vibration Shutdown	
Pump #1 Upper Motor Bearing High Temperature Warning	
Pump #1 Upper Motor Bearing High Temperature Shutdown	
Pump #1 Lower Motor Bearing High Temperature Warning	
Pump #1 Lower Motor Bearing High Temperature Shutdown	
Pump #2 Upper Motor Bearing High Temperature Warning	
Pump #2 Upper Motor Bearing High Temperature Shutdown	
Pump #2 Lower Motor Bearing High Temperature Warning	
Pump #2 Lower Motor Bearing High Temperature Shutdown	
Pump #3 Upper Motor Bearing High Temperature Warning	
Pump #3 Upper Motor Bearing High Temperature Shutdown	
Pump #3 Lower Motor Bearing High Temperature Warning	
Pump #3 Lower Motor Bearing High Temperature Shutdown	
Pump #4 Upper Motor Bearing High Temperature Warning	
Pump #4 Upper Motor Bearing High Temperature Shutdown	

**SCADA Information**

Recorded/Reported Info	Notes
Transfer Breaker Status	
Pump #4 Hand Mode	
Pump 4 HOA Switch In Auto	
Air Compressor #1 Auto Mode	
Air Compressor #1 Running	
Air Compressor #2 Running	
Grinder 1 Run	
Sluice Gate #1 Open L/S	
Sluice Gate #1 Close L/S	
Sluice Gate #2 Open L/S	
Sluice Gate #2 Close L/S	
Pump 1 Run	
Pump 2 Run	
Pump 3 Run	
Pump 4 Run	
Pump Control Panel Common Alarm	
Grinder 2 Run	
Flow Total (NR) - Lo	
Flow Total (NR) - Hi	
Pump 1 Runtime (NR)	
Pump 2 Runtime (NR)	
Pump 3 Runtime (NR)	
Pump 4 Runtime (NR)	
Generator Runtime (NR)	
Plc Status Word	
Grinder 1 Runtime (NR)	
Methane Gas Alarm Setpoint	
Hydrogen Sulfide Alarm Setpoint	
Oxygen Gas Alarm Setpoint	
Carbon Monoxide Alarm Setpoint	
Pump 1 Runtime (Today)	
Pump 1 Runtime (Yesterday)	

### Pump Station History

Year	Project Description	CIP NUMBER	Details	Links to Supporting Documents
1974	Sanitary Sewage System Improvements	Unavailable	See Improvements 1973	<a href="#">CLICK HERE FOR PUMP STATION HISTORY DOCUMENTS</a>
2000	12" Sanitary Sewer	SS709-6/7	Connects Starlite System to Mill Creek Pump Station - See Improvements 1999	
2004	Force Main Improvements	SS764	1000' Along Bluff Road - See Improvements 2003	
2009	Mill Creek Pump Station Improvements	SS6761	See Improvements 2006	
2013	Additions and Hoist System for the Broad River and Mill Creek Pump Station	SS7101	See Improvements 2010	

### Other/Notes

Entry Date	Notes	Notation By

Last Modified By	
Name	David Rankin
Date	November 4, 2014



# Richland County Council Request of Action

## **Subject**

- a. Board of Zoning Appeals - 2
- b. Richland County Airport Commission - 1
- c. Hospitality Tax Committee - 1



# Richland County Council Request of Action

**Subject**

Accommodations Tax Committee - 2 [PAGES 81-90]

- a. Randy A. Hurtt
- b. Adam Miller
- c. Samuel W. Guerry
- d. Sam Agee



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

**Applicant must reside in Richland County.**

Name: Randy A. Hurtt

Home Address: 3118 Travis Court

Telephone: (home) (803) 917-7340 (work) (803) 917-7340

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

Email Address: mathman1956@gmail.com

Educational Background: BA (Math), 1978; MDiv, 1988; MEd (1991); MSS, 2005

Professional Background: Retired math teacher; Retired Army officer

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

Name of Committee in which interested: Accommodations Tax Committee

Reason for interest: Learn from another angle how government works. Serve my county.

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

I'm an analytical thinker, good at considering particular situations and determining how to make them better.

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

Any other information you wish to give? I look forward to serving.

Recommended by Council Member(s): None. I'm responding to an email.

Hours willing to commit each month: As needed.

**CONFLICT OF INTEREST POLICY**

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

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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


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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

  
Applicant's Signature

25 Feb 15  
Date

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

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

**Applications are current for one year.**

**Staff Use Only**

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

Date Sent to Council: \_\_\_\_\_



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

**Applicant must reside in Richland County.**

Name: Adam Miller  
Home Address: 265 Birchfield Drive Columbia, SC 29203  
Telephone: (home) (803) 351-6798 (work) (803) 779-7000  
Office Address: 150 Stoneridge Drive Columbia, SC 29210  
Email Address: millerae2001@yahoo.com  
Educational Background: Bachelors Degree - USC. Enrolled in UNLV (online) - Masters  
Professional Background: 10+ years hospitality experience in Columbia. 5+ years GM exp.  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: A-Tax  
Reason for interest: Served previous 3 years. Current chair of committee for 2 years.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Resident of RC (uninc). 10+ years hospitality exp in Richland County. GM of multiple hotels.  
Presently serve on any County Committee, Board or Commission? Yes - Atax  
Any other information you wish to give? Curent chair of A-Tax Committee  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: 10-20

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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


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

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

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

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

 \_\_\_\_\_  
Applicant's Signature Date 11/18/14

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

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

**Applications are current for one year.**

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



**CONFLICT OF INTEREST POLICY**

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

  
Applicant's Signature

11/16/14  
Date

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

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**Applications are current for one year.**

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





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

**Applicant must reside in Richland County.**

Name: Sam Agee  
Home Address: 4901 Kilbourne Rd  
Telephone: (home) (803) 782-3495 (work) (803) 798-7979  
Office Address: 111 Stonemark Ln. Ste 202, Columbia, S.C. 29210  
Email Address: Sam@Gatewayhospitality.com  
Educational Background: B.S. degree in Hotel & Restaurant Administration - Florida State  
Professional Background: 40 years in the hospitality industry  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Accommodations Tax Comm.  
Reason for interest: To ensure the funds are utilized to maximize a return on investment  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Experience on the ATAX comm  
Presently serve on any County Committee, Board or Commission? ATAX just expired  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: what's needed within reason

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

If so, describe: I'm a partner in a hotel in northeast Columbia.

[Signature]  
Applicant's Signature

Dec 3, 2014  
Date

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

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

**Applications are current for one year.**

Staff Use Only	
Date Received: <u>12-5-14</u>	Received by: <u>S.M. McDaniel</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

2

# Richland County Council Request of Action

**Subject**

Board of Zoning Appeals - 2 [**PAGES 91-93**]

a. Christopher Sullivan



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Christopher Sullivan

Home Address: 305 Burger Circle, Irmo, SC 29063

Telephone: (home) 803-602-2315 (work) 803-602-2315

Office Address: 305 Burger Circle, Irmo, SC 29063

Email Address: christopheramsullivan@gmail.com

Educational Background: Midlands Technical College

Professional Background: Public Relations & Advertising

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Richland County Board of Zoning Appeals

Reason for interest: As a resident of Richland County for more than 21

years, I believe it is absolutely critical that our county remains to have a B.O.Z.A that is dedicated to protecting the character & integrity of our county. Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I believe I bring several assets to the Richland County Board of Zoning Appeals, including but not limited to: effective communicator, relationships w/ local residents, understanding of county govt, etc.

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

Any other information you wish to give? N/A

Recommended by Council Member(s): Damon Jeter, Norman Jackson, Seth Rose & Paul Livingston

Hours willing to commit each month: I am willing to commit whatever number of hours that are necessary to fulfill my duties as a member of the R.C.B.O.Z.A. CONFLICT OF INTEREST POLICY

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


Yes \_\_\_\_\_ No   X  

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No   X  

If so, describe:   N/A    
\_\_\_\_\_  
\_\_\_\_\_

  
Applicant's Signature

  01/28/14    
Date

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

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

**Applications are current for one year.**

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

2

# Richland County Council Request of Action

**Subject**

Employee Grievance Committee - 3 [PAGES 94-108]

- a. Teresa W. Grissom
- b. Timothy R. Lippett
- c. Beverly Williams Leeper
- d. Suzie Hayne
- e. John Monroe
- f. Ashley Powell
- g. Joseph Scott Hallbick



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

**Applicant must reside in Richland County.**

Name: Teresa W. Grissom

Home Address: 268 Bushberry Road P.O. Box 825, Pelion SC 29123

Telephone: (home) (803) 429-1695 (work) (803) 929-6150

Office Address: 1701 Main St. Room 403B

Email Address: grissomt@rcgov.us

Educational Background: Tech, some college courses

Professional Background: Senior Paralegal

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

Name of Committee in which interested: Grievance Committee

Reason for interest: I want to help people. I listen well and believe in honesty and fairness. I am aware that difficulties arise and should be handled in the workplace.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I have worked as a Paralegal with the Public Defender Office for 25 years. I am in constant contact with the public and help resolve their legal problems daily.

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

Any other information you wish to give? No

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

Hours willing to commit each month: What is needed.

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No **X** \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No **X** \_\_\_\_\_

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

Yeresa Hisson  
Applicant's Signature

2/13/15  
Date

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

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

**Applications are current for one year.**

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





APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Timothy R. Lippett  
Home Address: 400 Guard Tower Lane  
Telephone: (home) (803) 665-3328 (work) (803) 576-3200  
Office Address: 201 John Mark Dial Drive  
Email Address: Lippett@rcgov.us  
Educational Background: Studied at Benedict College (social work)  
Professional Background: Watch Commander(supervisor for 8 yrs) Total 11yrs in correcti  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Employee Grievance Committee  
Reason for interest: By being a part of this committee, I will be given to opportunity to  
be apart of the due process Richland County has formulated.  
Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:  
I am a part of the Alvin S Glenn Detention Center's Policy and Procedure  
committee as well as the Field training Officer program.  
Presently serve on any County Committee, Board or Commission? No  
Any other information you wish to give? I study human behavior as a hobby.  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: 25

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

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

  
Applicant's Signature

2.20.2015  
Date

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

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

**Applications are current for one year.**

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



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

**Applicant must reside in Richland County.**

Name: Beverley Williams Leeper

Home Address: 303 Grinders Mill Road-Columbia, SC 29223-8010

Telephone: (home) 803.788.7807 (work) 803.576.2237

Office Address: 2020 Hampton Street, Room 4048, Columbia, SC 29204

Email Address : leperb@rcgov.us

Educational Background: BS-Criminal Justice (USC), AAS-Law Enforcement (Central Texas College)

Professional Background: Safety Officer (RC), OSHA Investigator(LLR)

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: I believe that I can bring a new, impartial, opinion that does not delineate from policy or other promulgated laws at they pertain to employees seeking fair resolution to/for concerns.

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

I have 16+ years as an Investigator (OSHA) and Safety Manager in which I have investigated numerous employee complaints and concerns as well as investigating 11-C (OSHA) which target complaints by employees seeking protection under the OSHA Act. I will render a fair, unbiased opinion and will always recuse myself from issues that may concern my involvement as Safety Officer for Richland County Government. Every decision will be fair and equitable based on and supported by law, policy, and guidelines

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

Any other information you wish to give? No

Recommended by Council Member(s): No

Hours willing to commit each month: Whatever is necessary to complete the task

## CONFLICT OF INTEREST POLICY

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

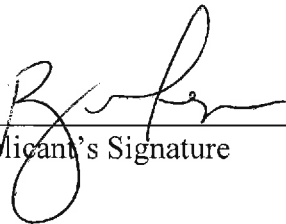
Yes \_\_\_\_\_ No X \_\_\_\_\_

### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

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

If so, describe: N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Applicant's Signature

2.12.15  
\_\_\_\_\_  
Date

**Return to:**  
**Clerk of Council | P. O. Box 192, Columbia, SC 29202**  
**For information call (803) 576-2060 or email [rccoco@rcgov.us](mailto:rccoco@rcgov.us)**

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

**Applications are current for one year.**

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <small>149</small> <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Suzie Hayne  
Home Address: 1740 Alba Drive  
Telephone: (home) (803) 920-2111 (work) (803) 576-2176  
Office Address: 2020 Hampton St. Columbia, SC 29202  
Email Address: haynessu@rcgov.us  
Educational Background: College  
Professional Background: Richland County Boards & Committees Coordinator  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Grievance Committee  
Reason for interest: I believe every employee at Richland County should be treated fairly and with equality.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Serving as the Boards and Committees Coordinator for both PC and BOZA I have learned how to really listen to all sides.  
Presently serve on any County Committee, Board or Commission? no  
Any other information you wish to give? Everyone should have a chance to be heard.  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: As many as needed

CONFLICT OF INTEREST POLICY

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No <sup>x</sup> \_\_\_\_\_

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

Suzette Harris  
Applicant's Signature

2/17/15  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
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**Applications are current for one year.**

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	Item# 5

2

Attachment number 1 in Page 2



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

**Applicant must reside in Richland County.**

Name: John Monroe

Home Address: 200 Trowbridge rd Columbia, SC 29229

Telephone: (home) (803) 760-9109 (work) (803) 576-3260

Office Address: 201 John Mark Dial dr. Columbia, SC 29209

Email Address: monroe.john78@gmail.com, monroej@rcgov.us

Educational Background: Some college

Professional Background: Alvin S. Glenn Detention Center Assistant Watch Commander

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: To make a personal contribution to the Richland county government as well as to gain more professional growth.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I have taken a few classes from MTC such as: Managing stressful situation, business writing, managing stressful communications and am currently a supervisor as ASGDC

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

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

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

Hours willing to commit each month: probably around five to ten hours.

**CONFLICT OF INTEREST POLICY**

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

Yes \_\_\_\_\_ No <sup>JM</sup>                      *JM*

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No <sup>JM</sup>                      *JM*

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

                      
*John Marwe*  
Applicant's Signature

22 Feb. 2015  
Date

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

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

2





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

**Applicant must reside in Richland County.**

Name: Ashley Powell

Home Address: 208 Amelia Oak Way

Telephone: (home) (843) 224-8965 (work) (803) 576-2166

Office Address: 2020 Hampton Street, 1st floor, Columbia, SC 29204

Email Address: Powella@rcgov.us

Educational Background: Master of Urban Design

Professional Background: Neighborhood Planner

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

Name of Committee in which interested: Employee Grievance Committee

Reason for interest: My interest in is ensuring impartial, logical and efficient assessment of issues that arise concerning County Employees.

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

I am logical, impartial and a person who prides themselves on being of good character.

My background in HIPPA protected info makes me take confidentiality seriously.

Presently serve on any County Committee, Board or Commission? I do not.

Any other information you wish to give? N/A

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

Hours willing to commit each month: As many as may be required within reason.

**CONFLICT OF INTEREST POLICY**

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

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

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

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

If so, describe: N/A

Ashley Powell  
Applicant's Signature

02/25/2015  
Date

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

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**Applications are current for one year.**

Staff Use Only	
Date Received: _____	Received by: _____
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	Item# 5

2



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

Name: Joseph Scott Hallbick

Home Address: 516 Hubert Simpson Road, Little Mountain, SC 29075

Telephone: (home) (803) 309-4960 (work) (803) 576-1503

Office Address: 2020 Hampton Street, Columbia, SC 29204

Email Address: hallbickj@rcgov.us

Educational Background: 3 1/2 years of college

Professional Background: Richland County 26 years, IT Department 8 years

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

Name of Committee in which interested: Grievance Committee

Reason for interest: I am interesting in returning to the Grievance Committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have worked for Richland County for 26 years. I have been in supervisory positions as well as line employee positions. I was on the Grievance Committee for 6 years and served as chairman of the committee for 3 years back in late 1990's and early 2000's.

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

Any other information you wish to give? None

Recommended by Council Member(s): Bill Malinowski

Hours willing to commit each month: As necessary

**CONFLICT OF INTEREST POLICY**

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

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all

Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

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

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

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

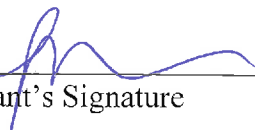
Yes \_\_\_\_\_  No \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

  
Applicant's Signature

2-12-2015  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

## **Subject**

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Right of Way Policy Manual [**PAGES 110-136**]
- b. Greene Street Phase I Contract
- c. Resurfacing Package C Contract
- d. Town of Blythewood Project Revision Request [**PAGES 137-142**]
- e. TPAC Mission

March \_\_, 2015



# RICHLAND COUNTY RIGHT-OF-WAY POLICY



## Dates of Adoption and Amendment Actions

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- Adopted by Richland County Council

March \_\_, 2015

# INTRODUCTION

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## I. DESCRIPTION AND OVERVIEW

This Richland County Right of Way Policy (the “Policy”) sets forth the right-of-way acquisition process and procedures for rights of way acquisitions by Richland County (hereinafter, the “County”). The procedures described herein shall follow where applicable the United States Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, Pub. L. 91-646, 42 U.S.C. §§ 4601 *et seq.*, and regulations there under, 49 C.F.R. Pt. 24, and the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. §§ 28-2-20, *et seq.* Within each section, additional manuals or policies may be referenced to provide guidance to the County.

The County generally follows South Carolina Department of Transportation (“SCDOT”) right-of-way acquisition procedures. SCDOT right-of-way acquisition procedures comply with the South Carolina Eminent Domain Procedure Act. The County will comply with the *SCDOT Right-of-Way Manual* (latest edition) and associated manuals or documents and applicable federal and state laws and regulations. Specific procedures contained in SCDOT manuals may be referenced in this Policy. The County will also use SCDOT standard forms and documents to the extent practicable.

Right-of-way projects eligible for state and federal funding and maintenance are subject to the Intergovernmental Agreement between the County and SCDOT (“IGA”), and thereby require SCDOT involvement in the right-of-way acquisitions process. All activities related to the acquisition of rights-of-way for projects eligible for state and federal funding or maintenance will be in accordance with the terms of the IGA and applicable state and federal laws and regulations. The County will transfer the right-of-way for these eligible projects to SCDOT at the conclusion of the project.

This Policy does not supplant, enlarge or limit any rights, obligations or duties of the County under applicable federal and state laws or regulations or County ordinances relating to right-of-way acquisitions or the exercise of eminent domain or condemnation powers. Nor do the guidelines, processes or procedures contained herein establish a legal standard or give rise to private rights of action. To the extent this Policy conflicts with applicable federal or state laws or regulations or County ordinances, such laws, regulations, or ordinances control.

This Policy is organized into two sections for Right-of-Way Acquisition Procedures:

- Section 1: Projects eligible for State and Federal Funding and Maintenance )
- Section 2: County Projects

It includes a description of operational procedures and provides discussion on the process by which right-of-way acquisition functions are to be accomplished.

## II. PURPOSE

The purpose of the Policy is to streamline the right-of-way acquisition process by providing uniform guidance in the form of a published policy manual establishing standards, procedures and processes for right-of-way acquisitions and related activities.



No policy manual can be expected to cover all of the potential eventualities that might be encountered by County personnel involved with the right-of-way acquisitions process. This Policy sets forth general guidelines to be followed and is subject to change as may be deemed prudent. If a situation not specifically covered by this Policy should arise, County personnel should contact their immediate supervisor for guidance.

# SECTION 1: PROJECTS ELIGIBLE FOR STATE & FEDERAL FUNDING AND MAINTENANCE

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## I. PREPARATION FOR ACQUISITION PROCEDURES

### A. Right-of-Way Plan Review

The Right-of-Way Manager (“R/W Manager”), available SCDOT personnel, and County Director of Transportation or other appropriate County representative will physically visit and analyze the right-of-way project site to determine the following:

- (1) Relocation of Landowners Displaced by the Transportation Project
- (2) Acquisition/Negotiation
- (3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on right-of-way (“R/W”) acquisitions including, but not limited to, any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that may aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels<sup>1</sup>, acquisition parcels with and without permissions, and relocation parcels.

R/W parcels will be acquired in fee simple except where SCDOT and County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

### B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents are employed by an entity to provide acquisition and relocation related services to individuals affected by R/W acquisitions. The Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner<sup>2</sup> until receipt of the title opinion.

### C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager’s directions will be based on parcel

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<sup>1</sup> A “permission” is a right to enter property for a stated purpose granted by the Landowner to the County. A “permission only” parcel is a parcel outside the right of way that the County may need to enter to perform work upon as part of the R/W project.

<sup>2</sup> “Landowner” as used throughout this Policy shall mean a Landowner as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12).

complexity, subject to the minimum requirements set forth in Section 1, Subsection II (Title Investigations/Opinion) of this Policy.

#### D. Request Cost Estimates

The R/W Manager will send the final R/W plans to a SCDOT Approved Appraiser requesting cost estimates based upon the R/W Manager's discretion as determined by the plan review. Cost estimates are a simplified version of an appraisal and are based on comparable sales located on or adjacent to the project site.

Once cost estimates are completed and reviewed by SCDOT designated personnel, it will be the responsibility of SCDOT to set just compensation for the cost estimates. Once just compensation has been set, offers can be made from the approved cost estimates on "non-complex" acquisitions under \$20,000.00. However, state law provides that the Landowner has the right to require that an appraisal be made for any acquisition, regardless of the cost estimate amount. Any complex acquisitions as defined hereinafter will require an appraisal before an offer can be made for acquisitions.

#### E. R/W Exhibits

R/W exhibit(s) will be prepared for each parcel and will follow the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit(s) will be presented on 8.5" x 14" legal size paper and contain, without limitation, the following:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of acquisition highlighted
- Project identification or number
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit(s) will be finalized and submitted to the R/W Manager for inclusion into the final R/W file.

## II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to the R/W Manager's directions and the requirements set forth in this Policy and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, etc.)
- Property owner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

### III. PRELIMINARY CONTACT WITH LANDOWNER

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

There are two types of acquisition parcels: Complex Acquisition<sup>3</sup> and Non-complex Acquisition<sup>4</sup>. Priority will be given to Complex Acquisitions. The following describes the Agent's initial meeting with the Landowner on these types of acquisitions:

#### A. Complex Acquisitions (Compensation to Property Owner > \$20,000)

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process
- Relocation process and assistance, if applicable

A copy of the SCDOT "Highways and You" booklet will be provided to each Landowner. This booklet contains additional information on the R/W acquisition process. The Agent will also perform an onsite field review with the Landowner and provide a copy of the R/W plan sheet(s).

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to right-of-way prior to requesting the appraisal.

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<sup>3</sup> A "complex" acquisition as used throughout this Policy means an acquisition of property valued in excess of \$20,000; occupied parcels; parcels that may require significant appraisal time or engineering modifications or studies; parcels that may become improved tracts due to R/W impacts; parcels that are heirs' property; parcels that are under guardianship; parcels where guardians must be appointed because one or more of the Landowners of the parcel are minors or are incapacitated; parcels that may be subject to bankruptcy or probate proceedings; properties subject to leasehold interests; and other parcel acquisition deemed complex by Director of Transportation or other appropriate County representative.

<sup>4</sup> A "non-complex" acquisition as used throughout this Policy means an acquisition of property valued at \$20,000 or less that is not otherwise complex.

The Agent will not make an offer during the preliminary contact on a complex acquisition, but will inform the Landowner that an appraisal will be ordered, and the Landowner may be present while the appraiser inspects the property.

#### B. Non-complex Acquisitions (Compensation to Property Owner ≤ \$20,000)

The preliminary contact by the Agent will include the items listed under Complex Acquisitions; however, the Agent will make an offer to the property owner based on a cost estimate of just compensation set by SCDOT. The Agent will explain that the Landowner may request an appraisal, and the appraised offer may supersede the cost estimate offer, even if the cost estimate offer is more than the appraised offer.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

## IV. NEGOTIATIONS

The negotiations with the Landowner will adhere to applicable state and federal laws and regulations and the *SCDOT Acquisition Manual*. As such, the R/W Manager will maintain a negotiations record on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the Landowner. The record shall be signed and dated by the assigned Agent.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved Cost Estimates/Appraisals
- Cost Estimate/Appraisal
- R/W Exhibit
- Administrative Adjustment letter
- Settlement Approval letter or Letter Recommending Condemnation

The Agents, following the preliminary contact with the Landowner, will:

#### A. Make Offer

The majority of offers are usually made and negotiated in person between the Agent and Landowner.

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time in its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary due to the established approval authority, the County Director

of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

#### Offer Process

- Complex Acquisitions: Hand-deliver appraisal offer letter to Landowner onsite with copy of appraisal

##### 1) Appraisals

Only SCDOT approved appraisers will be used to perform appraisals for rights of way acquisitions by the County. Each appraisal will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the Uniform Standards of Professional Appraisal Practices (“USPAP”).

The R/W Manager will assign parcels to the appraiser based on appraisers’ ability and experience in appraising particular types of property. The appraiser’s ability to testify successfully in court for the condemning authority will also be a consideration on parcels involving potential problems or complex issues.

The R/W Manager will contract with appraisers on a project or parcel basis with the appraisals due at an agreed upon time or in an appropriate time frame to facilitate the R/W project. The appraisers will transmit the completed appraisals to the reviewing appraiser, and at the same time, a copy of the transmittal letter and appraisal will be sent to the R/W Manager to allow the status of appraisals and appraisal reviews to be accurately monitored.

##### 2) Review Appraisals

Only SCDOT approved appraisers will be used to perform review appraisals for rights of way acquisitions by the County. The review will comply with applicable state and federal laws and regulations, SCDOT policies and procedures, and the USPAP.

The reviewer will check each appraisal for compliance with applicable state, federal, SCDOT, and USPAP requirements and appropriate items of compensation, and will verify that the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The review appraiser will provide the R/W Manager a Review Appraisal Report, Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired.

The R/W Manager will submit the appraisal and review appraisal packages to SCDOT. Based on the recommendations of the review appraiser, SCDOT designated personnel will provide a response to the recommendation and set just compensation accordingly.

The R/W Manager will “spot review” the appraisals, appraisal reviews, and other information provided by the appraiser and review appraiser on a random basis as a quality assurance measure.

### 3) Relocation Assistance Program

Whenever an acquisition requires the relocation of a Landowner, the Relocation Assistance Program will be administered by the County in accordance with applicable state and federal laws and regulations and the *SCDOT Relocation Assistance Manual*. Qualified Relocation Agents will perform relocation activities.

The Relocation Agent, appointed by the R/W Manager, will make a R/W project relocation assessment consisting, without limitation, of:

- An analysis of the needs of residential displacee based on: the number of occupants residing in the dwelling; family size, age and gender; occupancy status (owner or tenant); the condition of the present dwelling and whether or not it meets required housing conditions; income of the household; citizenship verification; distances to employment, shopping, public facilities, *etc.*; and any special circumstances, including physical disabilities or special education needs for children.
- An analysis of the replacement housing resources available to accommodate the needs of those being displaced. The analysis will consider housing for sale and for rent.
- A review of the market for those displacees with special or unique requirements. Last Resort Housing will be considered where needed.
- A review of other Federal and local programs which may assist in providing advisory assistance and other financial assistance to displacees.
- An analysis of the needs of any businesses to be displaced.

It is important that potential displacees be contacted to review the relocation process and issues that may affect their relocation with them. For those persons unable to speak or understand English, either bilingual agents will be available or a translation service will be utilized.

Relocation Agents will also perform the following non-exclusive services:

- Provide listings of comparable replacement property for sale and rent. Listings will include the name of the realtor, seller or landlord who has the available property.
- Work with realtors and lenders to explain the relocation assistance program and how each displacee's entitlements will be paid.
- Provide transportation and assistance in getting to properties that are for sale or for rent to those displacees who have no means of transportation.
- Perform decent, safe, and sanitary inspections of properties listed as comparable replacement alternatives and housing selected by the displacees.
- Verify the dwelling being occupied (either purchased or rented) meets local housing codes and ordinances and the minimum decent, safe, and sanitary regulations.
- When replacement property is purchased, attend the closing to assist the displacee and deliver the appropriate payment.
- Assist residential displacees with commercial movers when they choose to move on an actual cost basis.
- Interview the owner of a business operation to determine what special needs may be required to accommodate the business at a new location.

- Assist the business in working with local zoning requirements to obtain permits and licenses for relocation of their business.

The Relocation Agent will prepare the relocation benefit computations and supporting documentation and submit to the R/W Manager. If the R/W Manager approves the relocation package, the R/W Manager will forward it to the SCDOT Right-of-Way Office with a recommendation for approval. Once SCDOT approves, the Relocation Agent will make an offer to the displacee for any applicable relocation benefits/assistance.

- Non-complex Acquisitions: Initial offer was made during preliminary contact with the property owner based on the Cost Estimate Offer (Compensation to Landowner < \$20,000). If the Landowner elected to have an appraisal completed, it would follow the process shown under the Complex Acquisitions.

Offers by mail may be used on specific parcels where it appears feasible to do so. A packet containing information required by *SCDOT Right-of-Way Policies and Procedures Manual* and any other information pertinent to the particular parcel will be mailed to the Landowner by certified mail. If a copy of the appraisal has been previously requested by the Landowner, it will be included in the packet. The letter will contain the address and phone number of the agent and will advise the Landowner that the agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the Agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore be better prepared to discuss the acquisition with the Agent. Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on parcels involving complex issues as determined by the R/W Manager.

## B. Offer Accepted or Countered

### 1) Initial Offer Accepted

Once the initial offer is accepted, the Agent will prepare a negotiation package (“Negotiation Package”) and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholder (See Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted “gratis”. Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to SCDOT at a later date.



## 2) Counteroffer

On the majority of acquisitions, the initial offer is countered by the Landowner. The Agent will consider the Landowner's counteroffer. The Agent will discuss the counteroffer with the R/W Manager prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach an "Administrative Settlement" with the Landowner. In support of a proposed Administrative Settlement, the Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

The Administrative Settlement process is monitored by SCDOT, and SCDOT must approve the negotiated amount above the initial offer. The Administrative Settlement authority is subject to the authority amounts established by the Richland County Commission.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the Administrative Settlement. The R/W manager, SCDOT designee, and County Director of Transportation or other appropriate County representative must sign the documentation.

Once the counteroffer has been accepted by the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

## V. FINALIZE NEGOTIATIONS

Finalizing negotiations is a two-step process. The first step is requesting issuance of a check in payment of the compensation due to the Landowner, and the second step is the transfer of title from the Landowner to the County concurrently with delivery of the check to the Landowner.

### A. Payment Process

The R/W Manager will forward the Negotiation Package to the County Director of Transportation or other appropriate County representative requesting issuance of the required check made payable to the Landowner. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

### B. Transfer of Title

At closing of the transaction for the property interest being acquired, the Agent will obtain execution of documents by the Landowner conveying to the County fee simple title, easement(s), required releases for encumbrances, or other required property interests. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Concurrently with the execution of such documents, the Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. Once the transaction has been closed, the R/W Manager will record documents transferring property interests to the County with the appropriate Register of Deeds. The documents conveying title shall be retained by the R/W Manager for transfer to SCDOT at a later date.

Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by SCDOT and County, the R/W Manager will convey title to rights-of-way acquired for the project to the SCDOT, as required.

## VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state's eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible efforts within the County's scope of work will be made to avoid condemnation actions. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the purchase of the necessary right-of-way.

Most condemnations involve the Landowner's disagreement with the just compensation offer. Prior to filing the condemnation action, a senior Agent, the R/W Manager, and/or another designated person will contact the Landowner personally or by letter in an effort to settle the case. The Landowner will be requested to provide a value estimate of the property being acquired, along with any supporting documentation and data, for consideration of additional compensation.

Information provided by the Landowner will be reviewed by the R/W Manager, who may solicit input from the appraiser, review appraiser, negotiator, engineer, or others. If a higher offer is determined to be justified, approval will be requested from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. If a problem may be solved by a change in the plans, the Engineer of Record and R/W Manager will be consulted to determine if there are any engineering solutions that will resolve the issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation action is initiated on those parcels with title problems,<sup>5</sup> the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or appropriate County representative and appropriate SCDOT personnel must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from SCDOT designated personnel and County Director of Transportation or other appropriate County representative. Both SCDOT and County Director of Transportation or other appropriate County representative must approve initiation of a condemnation action. A list of parcels that appear to require condemnation ("Parcel List") will be provided to SCDOT designated personnel and County Director of Transportation or other appropriate County representative. The Parcel List will include the following for each parcel:

- Project identification or name
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits

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<sup>5</sup> Parcels with "title problems" include, without limitation, property with defective title, clouds on the title, or other issues that may render title unmarketable.

- Offer or counteroffer for the new right-of-way
- Reason for moving forward with the condemnation request

The County Director of Transportation or other appropriate County representative will recommend to SCDOT and County Council whether or not condemnation actions should be initiated on some or all of the properties identified in the Parcel List. SCDOT and County Council must approve all condemnation actions.

Upon approval from SCDOT and County Council to initiate a condemnation action, the R/W Manager will prepare an Acquisition File for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 1, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County’s designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action. If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section, limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to SCDOT and the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to SCDOT at a later date.

## **VII. RIGHT-OF-WAY CERTIFICATION**

Before a project can be advertised for construction bids, County must provide SCDOT, and to the Federal Highway Administration (“FHWA”), if applicable, with certification that all necessary rights of way have been acquired for the project. Acquisition may be by signed easement, executed title to real estate, or by filing of notice and tender of payment with the County Clerk of Court.

Should a conditional right-of-way certificate be submitted, a clear certificate shall be issued upon completion of the acquisition and/or relocation as reflected within the conditional certificate and submitted to SCDOT, the County, and FHWA. This procedure is required for right-of-way projects

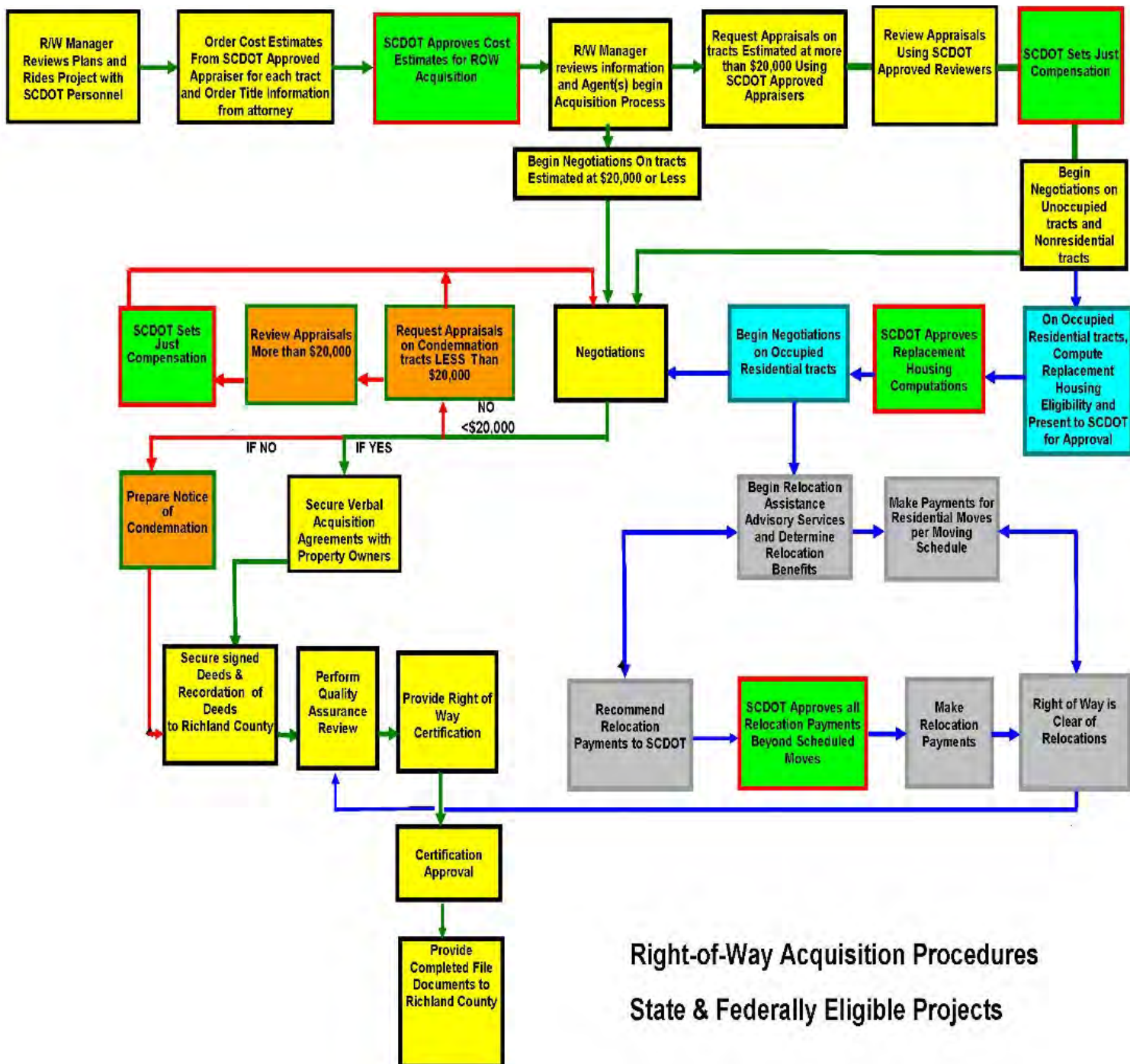
utilizing state and federal funds including projects utilizing present right-of-way, Local Public Agency (LPA) Projects, etc.

Prior to providing a right-of-way certification to SCDOT, the R/W Manager will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired. Following the QC/QA Process, The R/W Manager will provide SCDOT, the County and, if applicable, to FHWA, a Right-of-Way Certification for the project verifying that all necessary rights-of-way have been acquired and the project is ready for construction.

Right of Way Certification must be approved by SCDOT before a project can be advertised for construction bids.

## **VIII. RECORDS**

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, SCDOT and the County will be provided with a set of files and Final Right-of-Way plans annotated to show the date and manner of acquisition of each parcel. Once a project has been completed, and approval of final inspection by SCDOT and/or the County has been completed, the R/W Manager will prepare a title to real estate listing each parcel of land that was secured for the project originally in the County's name in order to convey the necessary right-of-way back to the SCDOT. Once appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate along with a set of the final project plans and comprehensive spreadsheet will be delivered to the SCDOT. County will retain records of R/W acquisitions as appropriate.



**Right-of-Way Acquisition Procedures  
State & Federally Eligible Projects**

## SECTION 2: RICHLAND COUNTY PROJECTS

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This section covers all projects owned by Richland County (“County”) and for which funds from SCDOT or FHWA will not be utilized. This section covers activities including from receipt of the signed Final Right-of-Way Plans and Notice to Proceed for the acquisition process to securing and certifying right-of-way for County-owned and County managed projects.

During the development of a greenway<sup>6</sup> project, the Engineer of Record, R/W Manager, and County Director of Transportation or other appropriate County representative will meet with the Landowner to determine the potential alignment of the greenway on their property. These discussions may be ongoing until the project is ready for construction. The right-of-way documentation for a greenway project will follow the procedures in this section.

These procedures will be used by the R/W Manager in the acquisition of rights-of-way by the County. The procedures follow the South Carolina Eminent Domain Procedures Act. The R/W Manager will use County standard forms and documents to the extent practicable.

### I. PREPARATION FOR ACQUISITION PROCEDURES

#### A. Right-of-Way Plan Review

The Right-of-Way Manager (“R/W Manager”) and County Director of Transportation or other appropriate County representative will physically visit and analyze the project to determine the following:

- (1) Relocation of Landowners Displaced by the Project
- (2) Acquisition/Negotiation
- (3) Appraisal standard

The review and analysis will include a thorough discussion on the various aspects and implications of the selected route on Right-of-Way (“R/W”) acquisitions, including, but not limited to any damages or diminution in value to the property remainder, costs to cure damages, benefits to the property, specialty appraisal requirements (signs, fixtures, equipment, *etc.*), if applicable.

After the review has been concluded, a meeting will be held with the Engineer of Record to present any recommended changes to the plans that would aid in the R/W acquisition process, yet not significantly compromise any other aspect of the project. Upon receipt of the final right-of-way plans, the R/W Manager will provide a final review to determine permission only parcels, acquisition parcels with and without permissions, and relocation parcels (if applicable).

R/W parcels will be acquired in fee simple except where County may direct the acquisition of a R/W easement, in lieu of fee simple title, with respect to any portion of the R/W.

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<sup>6</sup> A “greenway” is generally a multi-use pathway for non-motorized transportation along natural and manmade linear spaces such as rail and highway rights-of-way, river corridors, waterfront spaces, parklands, or city streets.

## B. Agent Assignments

The R/W Manager will assign parcels to Agents based on experience and parcel complexity. Agents will familiarize themselves with the plans and will draft preliminary Landowner contact letters. The Agent will not deliver the contact letter or otherwise communicate with the Landowner until receipt of the title opinion.

## C. Request Title Opinions

Final R/W plans will be sent by the R/W Manager to the title attorney. The title attorney will examine title as directed by the R/W Manager. The R/W Manager's directions will be based on parcel complexity, subject to the minimum requirements set forth in Section 2, Subsection II (Title Investigations/Opinions) of this Policy.

## D. R/W Exhibit

The R/W exhibit(s) is prepared for each parcel and follows the criteria established by SCDOT in the *Instructional Guide for Rights of Way Exhibits*. The exhibit is presented on 8.5" x 14" legal size paper and contains the following, but not limited to:

- Horizontal alignment
- Property Lines
- Present R/W
- New R/W
- Area of obtain highlighted
- Parcel (Tract) No.
- New roadway design
- Existing roadway topography

The exhibit will be finalized, based on the Agent's negotiations, and submitted to the R/W Manager and Agent for inclusion into the final R/W package.

## II. TITLE INVESTIGATIONS/OPINIONS

The title attorney will provide a 40 year title investigation in order to establish property ownership prior to contacting any Landowners, as defined by the South Carolina Eminent Domain Procedure Act, S.C. Code Ann. § 28-2-30(12). The title search will conform to stated requirements and will consist of a thorough search of the tax assessor's records, deed records, Probate records, and other pertinent sources in order to determine the current ownership of each parcel. The title opinion will include, but not be limited to:

- Current Landowner
- Property tax information
- Mortgage(s) of record
- Miscellaneous liens (state, federal, etc.)
- Landowner deed(s) and plat(s)
- Easements of record

The title opinion will list all Landowners. Title opinions are effective for a period of 90 days. Should title opinions exceed 90 days prior to the actual acquisition, conclusion or condemnation of a parcel, the title attorney, at the request of the R/W Manager, will provide an updated title opinion. The updated title opinion, also effective for a period of 90 days, will include any new information regarding mortgage(s) of record and miscellaneous liens.

Upon receipt of the title opinion, the R/W Manager will review the title opinion, and if clarification is needed on any items, the R/W Manager will discuss these items with the title attorney. The title attorney will provide a revised title opinion as needed.

Prior to filing a condemnation notice with the Court, outside counsel has the discretion to update the title opinion as needed.

### **III. PRELIMINARY CONTACT WITH LANDOWNER**

Agents will begin contacting Landowners as soon as possible after receipt of the title opinion from the R/W Manager. Agents will initiate the negotiation process by mailing a preliminary contact letter to the Landowner. This will allow the Landowner to schedule a meeting with the Agent at the Landowner's convenience. The Agent will include the following with the letter:

- Brief R/W project description
- Copy of the R/W plan sheets, highlighting the proposed acquisition on the Landowner's property
- Agent contact information

During the preliminary contact, the Agent will meet with the Landowner onsite, when reasonably possible, to discuss:

- Title information
- Property lines
- Proposed improvements
- R/W acquisition
- R/W appraisal process, if utilized
- Relocation process and assistance, if applicable

If permissions are required for the parcel, the Agent will obtain a signed permission form during the preliminary contact. If the Landowner is not willing to grant a specific permission, it may be necessary to convert the permission(s) to R/W.

During the preliminary contact with the Landowner, if it is apparent that the Landowner does not understand how the new R/W acquisition will affect the property, it may be necessary to have the present and new R/W limits staked prior to the Agent meeting with the Landowner again. Under such circumstances, the Agent may recommend R/W staking for the specific parcel to the R/W Manager, and the R/W Manager may coordinate the R/W staking with the surveyor. If the County prefers, the present and new R/W limits for the entire project may be staked prior to the Agents making preliminary contact with Landowners. This may be necessary on controversial projects, or if during the public involvement process, multiple R/W questions are submitted.

### **IV. NEGOTIATIONS**

In the majority of the County's acquisitions, the necessary right-of-way is obtained "gratis"; however, County, at its discretion, may utilize the appraisal process and appraisal review process, as necessary to settle with a Landowner prior to recommending condemnation.

The negotiations with the Landowner will adhere to applicable laws and regulations. As such, the R/W Manager will maintain record of negotiations on a parcel-by-parcel basis. The record will be kept in a permanent form and completed within a reasonable time after each contact with the



property owner. The record shall be signed and dated by the assigned Agent and transmitted to the R/W Manager.

The negotiation record will include:

- Correspondence between the Agent and Landowner
- Correspondence between the R/W Manager, County personnel involved in R/W acquisitions, Engineer of Record, and others
- Title Opinion
- Initial offer and counteroffer(s) (if any) based on approved
- Signed title to real estate or Letter Recommending Condemnation

When permitted by County, “negotiations by mail” may be used on specific parcels where it appears feasible to do so. A packet containing information pertinent to the particular parcel will be mailed to the Landowner by certified mail. The letter will contain the address and phone number of the Agent and will advise the owner that the Agent will answer any questions and/or set up an appointment to discuss matters at a specific time.

Providing specific information to the Landowner in advance of the meeting with the agent allows the Landowner time to review the offer and the effects of the acquisition on the property, and therefore, be better prepared to discuss the acquisition with the Agent.

Due to the complexities of the relocation assistance program, negotiations by mail will not be used for parcels on which owner-occupied structures are located. In addition, the negotiations by mail will not be used on other parcels involving complex issues as determined by the R/W Manager.

When an appraisal is requested, at Richland County’s discretion or if the County designee is recommending an appraisal prior to condemnation, Agents, following the preliminary contact with the Landowner, will:

**A. Make Offer**

The majority of offers will usually be made and negotiated in person between the Agent and Landowner. The following describes the process:

All offers will be made subject to the approval authority established by County Council. County Council may revise, alter, or amend this approval authority from time-to-time at its sole discretion.

The County Director of Transportation or other appropriate County representative will review proposed settlements. If necessary, due to the established approval authority, the County Director of Transportation or other appropriate County representative must seek and secure additional approval to settle the matter.

Offer Process:

**1) Appraisals**

In the event an appraisal is necessary, the R/W Manager will request an appraiser from the Director of Transportation or other appropriate County representative to perform a specific appraisal. The appraiser should be selected from the County’s approved list of appraisers. Each appraisal will comply with the requirements of Richland County’s policies and procedures and Uniform Standards of Professional Appraisal Practices (“USPAP”). The

County may use an outside appraiser if the appraiser is listed on the County's approved list of appraisers.

2) Review Appraisals, if utilized

If the appropriate review is performed, it will comply with the requirements of the County's policies and procedures and USPAP.

The reviewer will check each appraisal for compliance with applicable County and USPAP requirements and appropriate items of compensation and will verify the appraisal does not contain arbitrary or speculative adjustments. The accuracy of mathematics, reasoning and logic, and overall support for the value conclusion will be reviewed thoroughly. The reviewer will provide the R/W Manager and County designated personnel a Review Appraisal Report, and Appraisal Review Summary, and a recommended just compensation offer for the property to be acquired. The documents will comply with applicable regulations.

Upon acceptance of the appraisal, the appropriate County authority will set just compensation.

For purposes of quality assurance, the R/W Manager may review the appraisals, appraisal reviews, and other information provided by the appraiser and reviewer on a random basis.

**B. Offer Accepted or Countered**

1) Initial Offer Accepted

Once an initial offer is accepted, the Agent will prepare a negotiation package ("Negotiation Package") and submit it to the R/W Manager. The Negotiation Package will include the following:

- The form of any proposed titles to real estate, easements, releases for encumbrances, or any other interest in real estate that may be required
- Signed form verifying social security or tax identification number of Landowner(s)
- R/W exhibit(s)
- Request for payment form
- Acceptance of Offer form signed by the Landowner and any Lienholders (see Attachment 1)

The Agent may have the transfer documents, permissions, and/or releases signed by the Landowner if the property is being granted "gratis." Copies of the signed documents will be submitted to the R/W Manager. The R/W Manager will record the signed documents with the appropriate Register of Deeds, and will retain such documents for transfer to another entity, if required, at a later date. For example, greenway property may be transferred to an entity which has accepted the permanent maintenance obligation for that property.

2) Offer Countered

If the initial offer is countered by the Landowner, the Agent will listen to the Landowner's counteroffer. The counteroffer will be discussed with the R/W Manager and the County Director of Transportation or other appropriate County representative prior to the Agent making a best effort to negotiate a settlement with the Landowner. If necessary and in the best interest of the County, the Agent and the R/W Manager will discuss whether or not to increase the offer in order to reach a settlement with the Landowner. The Landowner must provide a legitimate reason and/or documentation for the increase in the offer amount.

Following settlement with the Landowner, the R/W Manager will prepare documentation for the file noting the revised offer. The documentation must be signed by the R/W Manager and County Director of Transportation or other appropriate County representative.

Once the counteroffer has been accepted with the Landowner, the Agent will submit a Negotiation Package to the R/W Manager.

## V. FINALIZE NEGOTIATIONS

Generally, the County will only acquire rights-of-way “gratis” from the Landowner. However, if the County agrees to compensate the Landowner for the new R/W, then County will follow both processes listed below:

### A. Payment Process, if required for requested appraised properties

The R/W Manager will forward the final Negotiation Package, as set forth in Section 2, Subsection IV.B (Offer Accepted or Countered) to the County Director of Transportation or other appropriate County representative requesting payment to the Landowner.

Upon parcel settlement approval, the R/W Manager will submit the finalized request to the County Director of Transportation or other appropriate County representative for payment. Typically several payment forms will be bundled into one request and submitted bi-monthly to the County designee for processing.

### B. Transfer of Title

The Agent will obtain execution of documents conveying title to the County. The Agent will deliver to the Landowner a check in the appropriate amount as compensation for the R/W acquisition. The R/W Manager will record such documents with the appropriate Register of Deeds, and deliver executed and copies of recorded documents to the County legal office. Title will be conveyed to the County, free and clear of liens and encumbrances, except permitted encumbrances. Upon completion of construction of the R/W project by the contractor and acceptance of completion of construction by County Council, the R/W Manager will convey title of rights-of-way from the County to another entity, if required.

## VI. CONDEMNATION/EMINENT DOMAIN

Condemnation actions and the exercise of the state’s eminent domain powers are governed by the Constitution of the State of South Carolina, the South Carolina Eminent Domain Procedure Act, and applicable federal laws and regulations. The South Carolina Eminent Domain Procedure Act sets forth the exclusive procedures for the exercise of eminent domain power in this State. S.C. Code Ann. §§ 28-2-20, -60, and -210. To the extent this policy conflicts with this Act, the Act controls.

All possible effort within the County’s scope of work will be made to avoid condemnation. Where possible, a minimum of two (2) personal contacts, no less than three (3) overall contacts, and additional contacts as needed will be made with the Landowner in a timely manner in an effort to negotiate the acquisition of the necessary right-of-way.

If a problem may be solved by a change in the plans, the Engineer of Record and Right-of-Way Manager will be consulted to determine if there are any engineering solutions that will resolve the

issues. Changes that do not significantly compromise any other aspect of the project may be made where possible.

Before condemnation is initiated on those parcels with title problems, the Agent will make every effort to clear title and avoid condemnation.

Mediation may be considered as an alternate solution to condemnation actions on a case-by-case basis, if time allows. The Director of Transportation or other appropriate County representative must approve the use of the mediation process. The County will be responsible for the costs associated with mediation.

In the event condemnation appears imminent, the R/W Manager will request approval to initiate a condemnation action from the County's Representative, Director of Transportation or other appropriate County representative, or Deputy Director of Transportation or other appropriate County representative, as necessary. A list will be provided for County Council's approval identifying parcels for condemnation ("Parcel List"). The following information will be provided for each parcel on the Parcel List:

- Project identification or name
- Parcel number
- Landowner's contact information, or contact information for Landowner's counsel, if known or designated
- Tax map number
- R/W exhibits
- Offer or counteroffer for the new right-of-way
- Amount of the right-of-way needed for the project
- Reason for moving forward with the condemnation request

Upon County Council's approval to initiate a condemnation action, the R/W Manager will prepare an "Acquisition File" for each parcel to be condemned. In addition to the information contained in the Parcel List, the Acquisition File will include:

- Copy of the appraisal or cost estimate
- The title opinion
- A legal description of the property being acquired as right of way
- The plan sheets showing the property to be acquired
- The Negotiation Record (see Section 2, Subsection IV)
- Any information regarding Relocation Assistance, if applicable
- The contact information for the Engineer the R/W Manager has designated to work with the attorneys in the preparation and potential trial of the condemnation case

The R/W Manager will review the Acquisition File for verification of details regarding title, appraisal, appraisal review, negotiation, and any other pertinent correspondence. After the review, the R/W Manager will transmit the Acquisition File and other necessary paperwork to the County's designated condemnation attorney. The R/W Manager will also provide the condemnation attorney with a complete set of R/W construction plans for each project where R/W acquisition is occurring by condemnation.

The condemnation attorney may, but is not required to, initiate additional negotiations with the Landowner to settle the matter before filing the Condemnation Notice with the appropriate Clerk of Court and initiating a condemnation action.

If the condemnation attorney cannot settle with the Landowner, or unless otherwise instructed by the County Director of Transportation or other appropriate County representative, the condemnation attorney will proceed with filing Notice of Condemnation and initiating a condemnation action. Nothing in this section limits the ability of the condemnation attorney to attempt to settle the property after commencement of the condemnation action and present proposed settlement terms to the County for consideration and approval.

Upon conclusion of the condemnation action, the condemnation attorney will send the recorded transfer documents conveying title of the R/W acquisition to the County to the Director of Transportation or other appropriate County representative and the R/W Manager, with copies going to the County legal office. The R/W Manager will retain such documents for transfer to another entity, if required, at later date.

## **VII. RIGHT-OF-WAY CERTIFICATION**

Before a construction project can be advertised for construction bids, the R/W Manager must provide the County Director of Transportation or other appropriate County representative with certification that all rights-of-way have been acquired for the project. Acquisition may be by signed easement, signed permission, executed title to property, or by filing of Condemnation Notice and tender of payment with the County Clerk of Court.

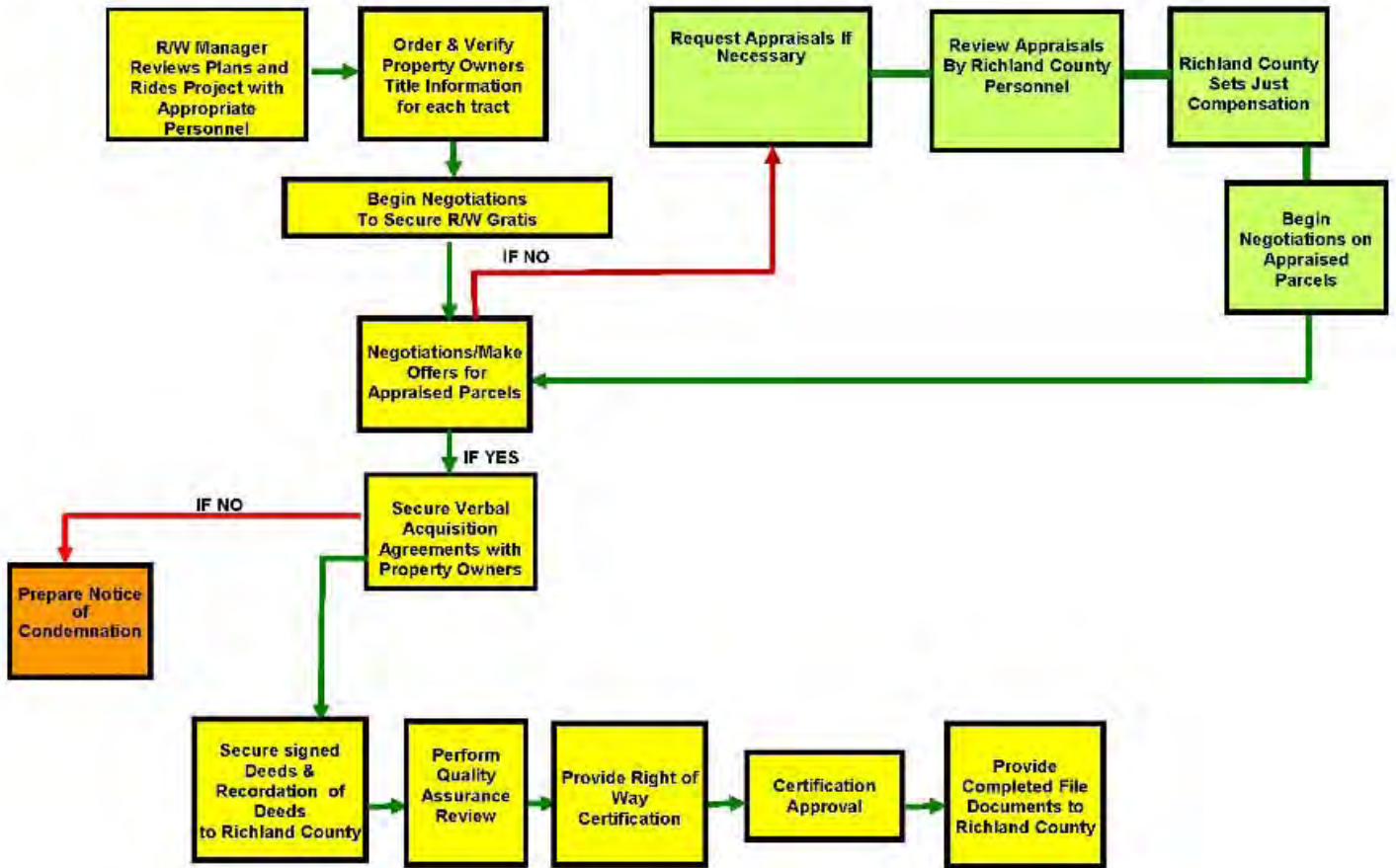
Prior to providing a R/W certification, the R/W Manger will perform quality control/quality assurance (QC/QA) in order to verify that all rights of way have been acquired.

Following the QC/QA process, the R/W Manager will provide the County a R/W Certification on the project prior to advertising the project for construction. The County must approve the certification before the project may be advertised for construction bids.

## **VIII. RECORDS**

During the course of the project, the R/W Manager will maintain files and a comprehensive spreadsheet listing of each parcel secured for a project. At the completion of a project, the County will be provided with a set of files and Final R/W plans annotated to show the date and manner of acquisition of each parcel.

If after completion of the project the easements or titles to properties acquired for a project are to be transferred to an entity other than Richland County, the R/W Manager will prepare the necessary transfer documents and obtain the required signatures. After the appropriate signatures have been obtained, the R/W Manager will have the title to real estate and R/W exhibit recorded in the Richland County Register of Deeds office after which the title to real estate, along with a set of the project plans, will be delivered to the appropriate entity. County will retain records of R/W acquisitions as appropriate.



**Right-of-Way Acquisition Procedures  
Richland County Projects**

## Richland County's Offer for Right of Way Acquisition And Acceptance by Landowner

**Parcel Number** \_\_\_\_\_  
**Tax Map Number** \_\_\_\_\_  
**Project Identification** \_\_\_\_\_

**Name and Address of  
Landowner(s)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landowner understands that Richland County wants to acquire Landowner's interests in real estate for public use in the project identified above. The Real Estate Interest Richland County wants to acquire is \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*[description of interest: fee simple title, easement, release of encumbrance]*

on \_\_\_\_\_ acres/square feet of property located at: \_\_\_\_\_

\_\_\_\_\_ *[address or other description]* as shown on attached Exhibit A.

Richland County has offered and Landowner agrees to accept \$\_\_\_\_\_ as full payment and just compensation for the transfer of Landowner's Real Estate Interest. As part of this offer, Richland County also promises to do the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Include only if offer is subject to special conditions, and if so, describe same, such as "restoration of walkway, or "construction of fence", etc.)*

If more than one person or organization owns this Real Estate Interest, Landowner agrees that payment will be divided among us as follows:

To: _____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	\$ _____

Landowner understands that by signing this Acceptance, Landowner is agreeing to sign any documents necessary to transfer Landowner's Real Estate Interest to Richland County. Landowner is also agreeing to provide Richland County with all Social Security or federal/state tax identification numbers of any person or entity which is to receive payment. Landowner understands that this agreement is legally binding and that if Landowner refuses to sign documents or provide information voluntarily, Landowner's agreements can be specifically enforced by a court.

If this Offer and Acceptance is signed on behalf of a Landowner which is a company or organization, the signer confirms that he/she has the power and ability to enter into this Agreement on behalf of the company or organization.

The Landowner(s) and Richland County need not all sign on the same copy of this Offer and Acceptance, but can sign identical copies, all of which shall be considered together as a single agreement as if all the signatures were on the same copy.

**Offered by Richland County:**

**Accepted by Landowners:**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

If the Real Estate Interest to be acquired by Richland County is subject to any lien, Lienholder accepts the offer and payment distribution and agrees to release such lien(s) at the time of transfer of title.

Lienholder(s): \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF SOUTH CAROLINA )  
 )  
TOWN OF BLYTHEWOOD )

RESOLUTION NO. 2014.005

A RESOLUTION TO RECOMMEND AN ALTERNATIVE ROAD DEVELOPMENT PLAN TO RICHLAND COUNTY AS PART OF THE TRANSPORTATION PENNY PROGRAM

Whereas, Richland County TPAC has prepared a project list for road improvement projects which includes the widening of Blythewood Road from Winnsboro Road to Syrup Mill Road; and,

Whereas, Blythewood Town Council has simultaneously prepared a Town Master Plan to include the development of the Town Center District of Blythewood; and,


Whereas, the DOT traffic census figures 2006 to 2012 for the Blythewood area indicate no significant change in average annual daily traffic volumes in the past five years; and,

WHEREAS, it appears necessary and desirable to declare Town Council's preferences for the road improvement program.

**NOW THEREFORE, BE IT RESOLVED** by Blythewood Town Council, in council duly assembled this 21 day of May, 2014, as follows:

Blythewood Town Council approves the road development plan to widen Blythewood Road from Fulmer Road to Syrup Mill (and not Winnsboro Rd to Syrup Mill), for an estimated cost of \$10.7m and the resulting saving of \$10.3m be applied to road improvements for McNulty St, the proposed Creech Connector, I-77 to Main and traffic circles at Blythewood Rd/Creech Rd and Blythewood Rd/Cobblestones. The remaining Blythewood projects on Richland County's list for the Transportation Penny are unchanged.

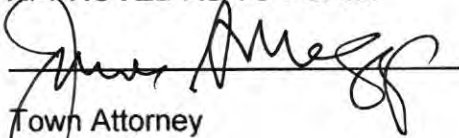
ATTEST:

  
\_\_\_\_\_  
Mayor

5/29/2014

  
\_\_\_\_\_  
Town Administrator

APPROVED AS TO FORM:

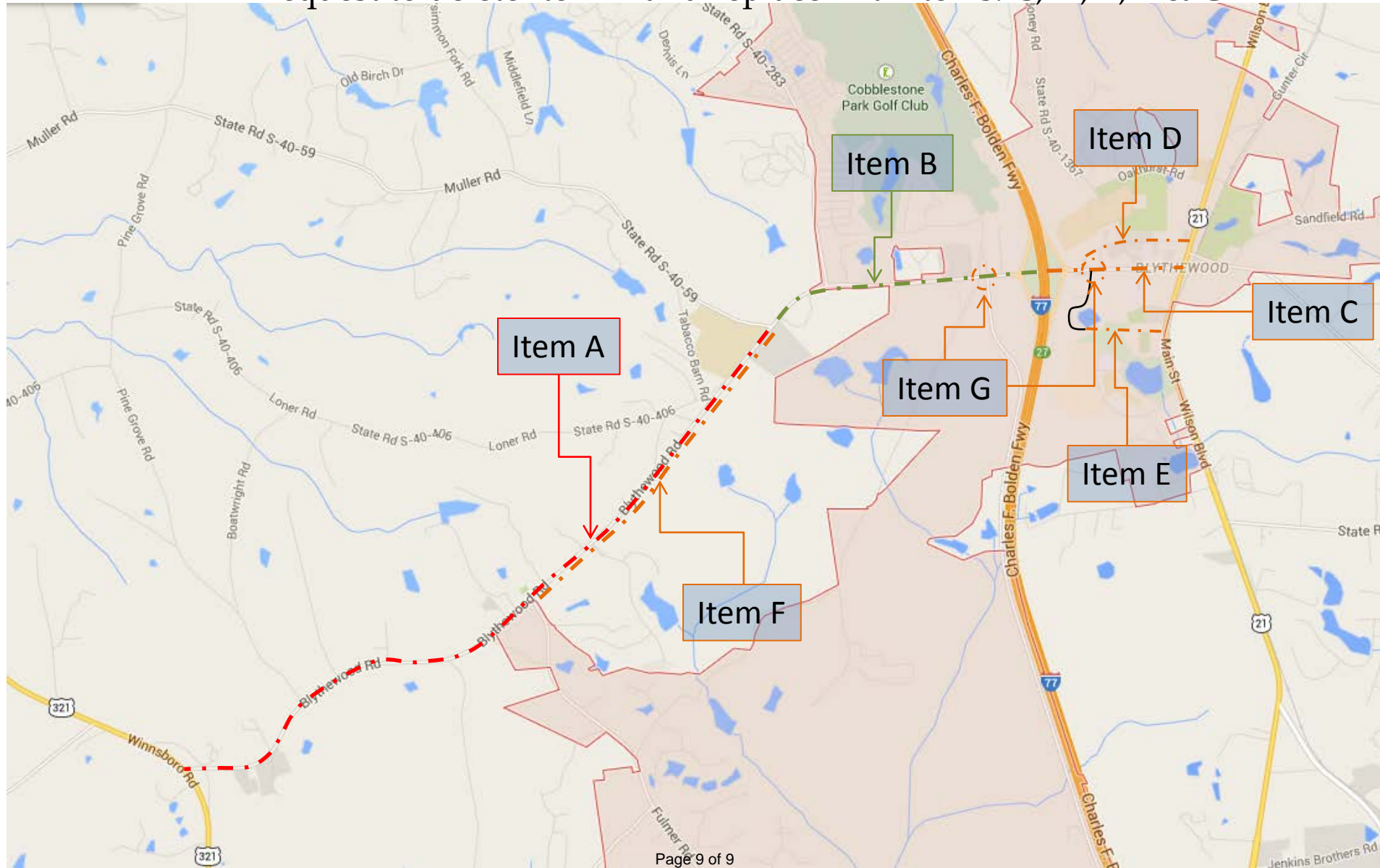
  
Town Attorney

**BLYTHEWOOD HIGHWAYS Town Plan compared to Richland County TPAC - March, 2014**

Ref	Segment	Distance - m	Cost/m	Total \$M	Comment	Nett \$M
A	B'wood Rd from Winnsboro Rd to Syrup Mill	3.38	6.21	21.0	3-lane: on list, not required	-21
B	Blythewood Rd from Muller Rd to I-77	0.88	9.09	8.0	5-lane: on list, required	0
C	Blythewood Rd from I-77 to Main	0.29	10.4	3.0	5-lane: not on list, required	3
D	McNulty from Main to Blythewood Rd	0.35	6.21	2.2	3-lane: not on list, required	2.2
E	Creech Rd extension to Main	0.29	6.21	1.8	3-lane: not on list, required	1.8
F	Blythewood Rd from Fulmer to Syrup Mill	1.72	6.21	10.7	3-lane: not on list, required	10.7
G	Traffic Circles at B'wood Road and Creech, and B'wood Rd and Cobblestone	n/a	n/a	3	Not on list, required Difference	3
	-0.3					

# Town of Blythewood

Request to delete Item A and replace with items: C, D, E, F & G



## 2012 Roadway Projects

Type	Project Name	Begin Location	End Location	Total
Widening	Pineview Rd	Bluff Rd	Garners Ferry Rd	\$18,200,000
Widening	Atlas Rd	Bluff Rd	Garners Ferry Rd	\$17,600,000
Widening	Clemson Rd	Old Clemson Rd	Sparkleberry Crossing Rd	\$23,400,000
Widening	Hardscrabble Rd	Farrow Road	Lake Carolina Blvd	\$29,860,800
Widening	Blythewood Rd	Syrup Mill Rd	I-77	\$8,000,000
Widening	Lower Richland Blvd	Rabbit Run Rd	Garners Ferry Rd	\$6,100,000
Widening	Broad River Rd	Royal Tower Rd	I-26 (Exit 97)	\$29,000,000
Widening	Shop Rd	I-77	George Rogers Blvd	\$33,100,000
Widening	Polo Rd	Mallet Hill Rd	Two Notch Rd	\$12,800,000
Widening	Bluff Rd	I-77	Rosewood Dr	\$16,700,000
<b>Widening</b>	<b>Blythewood Rd</b>	<b>Winnsboro Rd</b>	<b>Syrup Mill Rd</b>	<b>\$21,000,000</b>
Widening	Spears Creek Church Rd	Two Notch Rd	Percival Rd	\$26,600,000
Widening	North Main Street (Phases IA2 & III; II & IV)	Anthony Avenue	Fuller Avenue	\$30,000,000
Widening	Leesburg Road	Fairmont Rd	Lower Richland Blvd	\$4,000,000
Special	Shop Road Extension*	na	na	\$71,800,000
Special	Kelly Mill Rd.**	na	na	\$4,500,000
Special	Innovista Transportation-Related Projects ***	na	na	\$50,000,000
Special	Riverbanks Zoo Transportation-Related Projects ****	na	na	\$4,000,000
Special	Neighborhood Improvement Transportation Projects	County wide	County wide	\$63,000,000
Special	Commerce Drive Improvements	Royster Street	Jim Hamilton Boulevard	\$5,000,000
Special	Assembly Street RR Grade Separation	na	na	\$0
Intersection	Summit Pkwy and Summit Ridge Rd.	Summit Pkwy	Summit Ridge Rd.	\$500,000
Intersection	Clemson Rd. and Rhame Rd./North Springs Rd.	Clemson Rd.	Rhame Rd./North Springs Rd.	\$3,500,000
Intersection	Farrow Rd. and Pisgah Church Rd.	Farrow Rd.	Pisgah Church Rd.	\$3,600,000
Intersection	Wilson Blvd. and Pisgah Church Rd.	Wilson Blvd.	Pisgah Church Rd.	\$3,600,000
Intersection	North Main St. and Monticello Rd.	North Main St.	Monticello Rd.	\$5,400,000
Intersection	Broad River Rd. and Rushmore Rd.	Broad River Rd.	Rushmore Rd.	\$3,700,000
Intersection	Wilson Blvd. and Killian Rd.	Wilson Blvd.	Killian Rd.	\$2,600,000
Intersection	Garners Ferry Rd. and Harmon Rd.	Garners Ferry Rd.	Harmon Rd.	\$2,600,000
Intersection	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.)	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill Rd.)	\$5,100,000
Intersection	North Springs Rd. and Risdon Way	North Springs Rd.	Risdon Way	\$1,800,000
Intersection	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd.	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	\$3,000,000
Intersection	Bull St. and Elmwood Ave.	Bull St.	Elmwood Ave.	\$2,000,000
Intersection	Screaming Eagle Rd. and Percival Rd.	Screaming Eagle Rd.	Percival Rd.	\$1,000,000
Intersection	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd.	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	\$1,900,000
Intersection	North Springs Rd. and Harrington Rd.	North Springs Rd.	Harrington Rd.	\$2,000,000
Interchange	I-20 / Broad River Rd.*****	I-20 / Broad River	I-20 / Broad River	\$52,500,000
Program	Local Road Resurfacing Program	County wide	County wide	\$40,000,000
Program	Dirt Road Paving Program	County wide	County wide	\$45,000,000
Program	Access Management & Complete Streets Initiatives	County wide	County wide	\$94,536
Program	County-Wide Corridor Improvement Plan	County wide	County wide	\$189,072
Program	County-Wide Thoroughfare Plan	County wide	County wide	\$189,072
Program	County-Wide HOV Lane Study	County wide	County wide	\$141,804
Program	Intelligent Transportation System	County wide	County wide	\$945,360

### Included in Projects List: No Costs Associated (Some may not involve costs, while others may be included in Admin Costs)

Special	Study of Outer Beltway	na	na	
Program	Preservation of Existing Right-of-Way	na	na	
Program	Extension of Existing Roads	na	na	
Program	Reservation of Road Connections	na	na	
Program	Transfer of Development Rights	na	na	
Program	Capital Improvements Plan	na	na	
Program	Traffic Mitigation Plans	na	na	
Program	Demand Management	na	na	
Program	Establish the Position of Director of Transportation	na	na	
Program	Update the County Zoning Ordinance	na	na	
Program	Encourage Transit Oriented Development	na	na	
Program	Encourage Traditional Neighborhood Development	na	na	

**Total Roadway Projects** **\$656,020,644**

Notes:

\*Shop Road Extension: Any funds budgeted but not expended for the Shop Road Extension project shall be used for local road resurfacing projects and / or local dirt road paving projects.

\*\*This special project is from the intersection of Hardscrabble Road and Kelly Mill Road to the Lake Carolina Elementary School along Kelly Mill Road. The beginning would be near Hardscrabble Road and Kelly Mill intersection and end past the entrance to the Lake Carolina Elementary School.

\*\*\*Innovista Transportation-Related Projects: The top two transportation-related priorities associated with Innovista are Greene Street from Assembly west to the to-be-constructed Williams Street Extension (aka Congaree River Parkway). [Further description of projects below.]

(1) Greene Street will consist of road improvements running west from Assembly to the railroad cut (1,600 linear feet); then the to-be-constructed Greene Street Bridge over the railroad cut; then from the Greene Street Bridge to Huger Street (900 linear feet); and then Greene Street from Huger Street to the to-be-constructed Williams Street Extension (300 linear feet). Also included in this project will be pedestrian sidewalks and bike lanes the length of Greene Street, significant improvements to the intersection of Greene Street and Lincoln Street which, among other matters, will improve the traffic flows in and around the Colonial Center; and a pedestrian promenade to be located to the west of the Greene Street Bridge to Huger Street and from Huger Street to the to-be-constructed Williams Street Extension.

(2) Williams Street Extension / Congaree River Parkway will consist of a new roadway from Blossom Street north to Gervais Street consisting of 2,650 linear feet as well as completing a section of Senate Street from the new roadway to the west. This project will also entail the relocation of power lines and gas lines.

\*\*\*\*Riverbanks Zoo Transportation-Related Projects: Improvements would address Interstate 126 at Greystone Boulevard.

\*\*\*\*\*Any savings from Broad River Road / I-20 Interchange project will be applied to the Broad River Road Corridor improvements.

Other: Widening of Ridgewood / North Main Extension (Columbia portion) from Dixie Avenue to North Main Street was removed from the projects list, as no funding is required since this project will be funded by the City. Intersection of Lake Murray Boulevard and Kinley Road was removed, as improvements have been completed. **Town of Blythewood to provide input on its projects.** Emphasis to be placed on local / small / minority firms. A process is to be developed to ensure participation by these firms. A partnership with DOT is recommended. The type and level of partnership is TBD. An in-house Transportation Director was approved. The recommendation to procure outside Program / Project Management firm(s) was approved. An oversight / accountability / "watchdog" committee was approved. Membership / duties of this Committee TBD.

# Richland County Council Request of Action

## **Subject**

REPORT OF THE SEWER AD HOC COMMITTEE:

a. Future Direction of Utilities **[PAGE 144]**

1. Richland County should explore the option of having a private company promote water service to a portion of Richland County whereby Richland County will benefit financially [RUSH and MALINOWSKI]

b. Lower Richland Sewer **[PAGES 145-147]**

c. Contractual Matter: 208 Plan {Executive Session}

d. Contractual Matter: Palmetto Utilities {Executive Session}

e. Contractual Matter: Palmetto Utilities - 208 Plan Amendment {Executive Session}

## Item 2 - Future Direction of Utilities

- A private company expressed an unsolicited interest in purchasing County facilities currently operated and maintained by the County's Utilities Department. Council was initially briefed on this matter in Executive Session on October 16, 2012.
- Per Council direction, a RFQ was issued on June 5, 2013 – Sale of Richland County Wastewater Facilities and Water Systems.
- Per Council direction, the RFQ was amended on July 24, 2013 to include a privatization option – Sale and/or Privatization of Richland County Wastewater Facilities and Water System.
- Responses to the amended RFQ were received on September 30, 2013.
- Per Council direction, a consultant was retained to analyze the following four alternatives:
  - a. Sale of all water and sewer assets and operation by a private company.
  - b. Continued ownership of all assets with operations performed under contract.
  - c. Continued ownership of all assets with operations similar to existing conditions.
  - d. Establishment of an authority to own and operate the water and sewer system.
- Oasis Consulting Services conducted the kickoff meeting and received Council input at the 2014 Council Retreat.
- Oasis presented their study findings to the Sewer Committee on September 23, 2014, with a recommendation to create a Water and Sewer Authority. The Committee did not take action on the report.
- Oasis Consulting Services presented their study findings at the County Council Retreat on January 29, 2015, and recommended establishment of a Water and Sewer Authority, with keeping the Department as it is currently operated a close second.
- Per Council direction, the Utilities Director position has been posted, and this item was forwarded to the Sewer Ad Hoc Committee for action.



### Item 3 - Lower Richland Sewer

- Joel Wood & Associates has reinitiated the engineering/design of the project.
- Rural Development's understanding was that the County would waive tap fees and pay for the connection costs prior to construction, similar to the Hopkins Water project (see letter – pages 4-5).
- The project budget approved by Council has funding to provide for 92 physical connections (\$3,500 budgeted cost per connection) and 181 tap fee waivers (\$4,000 each).
- A survey will be sent to all 574 households identified within a 200 foot buffer on either side of the proposed Lower Richland Sewer lines.
- School District One's connection/tap fee cost is \$361,790. These funds are not accounted for in the project budget approved by Council and could potentially be used to cover \$250,000 for the additional city customers that have been identified and approximately 32 additional connections.
- \$350,000 has also been identified (if needed) in FY16's CDBG funds (would cover 100 connections @ \$3,500/connection).
- Using the revenue from School District One and the identified CDBG funds, 224 households could be connected without having to borrow additional funds. (This would include 43 more tap waivers in addition to the 181 in the budget).
- The identified funding would cover 224 of 574 total households = 39% of all households along the line.
- If more than 224 households are interested in sewer service, additional loan funds would be needed for connection costs. Both Rural Development and SRF have indicated that the project is eligible for additional loan funds.
- The project budget was based on 1,200 customers. Two additional subdivisions have been identified that were connected by the City, resulting in approximately 1,370 customers being transferred to the County. Revenue would be available to cover any additional loan funds needed for connections. This was confirmed by Oasis Consulting.



Rural Development

August 28, 2014

State Office

Strom Thurmond  
Federal Building  
1835 Assembly  
Street, Suite 1007,  
Columbia, SC 29201

Mr. W. Anthony McDonald, Chairman  
Richland County  
2020 Hampton Street  
Columbia, SC 29202

Voice: 803.765.5163  
Fax: 856.565.9479  
TDD: 803.765.5697

Re: Lower Richland County Sewer Project  
\$9,359,000 Rural Development (RD) Loan  
\$2,279,800 Rural Development (RD) Grant  
\$783,000 Richland County Contribution

Dear Chairman McDonald,

We met with Richland County officials, Richland County Department of Utilities representatives and the project engineer on Wednesday, August 13, 2014 concerning the referenced project. It appears that there is some confusion concerning the tap fee requirement for the Lower Richland County sewer project.

The scope of this project consists of Phase 1 of the Lower Richland County Sewer System Improvements Project. Phase 1 includes providing sewer service and wastewater improvements to Lower Richland County neighborhoods, Hopkins Middle School, Hopkins Elementary School and Franklin Park Subdivision, as well as the acquisitions of existing customers on Garners Ferry Road. Also, the wastewater will be transported for treatment at the County's Wateree Waste Water Treatment Facility.

Regarding the sewer tap fees and connections from the user's home, when we (RD) approved the loan and grant, we understood that the County's minimal contribution of \$783,000 would be used to cover the cost for sewer tap fees and connections for the users that signed up for sewer service. We further understood that the sewer tap fees would be waived and connections would be paid by Richland County similar to what the Richland County did for the water project in Lower Richland County Hopkins Area.

We believe this is a much needed project for Lower Richland County area.

Please let us know how Richland County will proceed with the sewer project in Lower Richland County.

"USDA is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov)

Sincerely,



MICHELE J. CARDWELL  
Community Programs Director

Cc: Andy Metts  
Kevin Washington  
George W. Hicks, Jr, USDA, Rural Development, Area Director

# Richland County Council Request of Action

## **Subject**

- a. Move approval by unanimous consent for a Resolution honoring Aundrai Holloman, Executive Director of the Township Auditorium. The revitalization of this facility under his direction has resulted in the Township Auditorium being recognized as one of the top performance venues in the southeast. **[PEARCE, DIXON, MALINOWSKI, JACKSON, RUSH, LIVINGSTON, MANNING, ROSE and WASHINGTON]**
- b. Direct the Administrator to move forward with a disparity study no later than April 1, 2015 **[WASHINGTON]**
- c. Council to establish "SLBE Program Goal Setting Committee" **[WASHINGTON]**
- d. Resolution Honoring Tri-County Electric's 75th Anniversary
- e. Develop a Mentor Protégé Program and a Monitoring Advisory Council to work with the SLBE and OSBO Office **[JACKSON]**

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda