



REVISED
7-30-12

**RICHLAND COUNTY COUNCIL
SPECIAL CALLED MEETING AGENDA**

**JULY 31, 2012
6:00 PM**

CALL TO ORDER HONORABLE KELVIN E. WASHINGTON, SR., CHAIR
INVOCATION THE HONORABLE KELVIN E. WASHINGTON, SR.
PLEDGE OF ALLEGIANCE THE HONORABLE KELVIN E. WASHINGTON, SR.

Approval Of Minutes

1. Regular Session: July 24, 2012 [PAGES 5-13]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

Citizen's Input

2. N/A

Report Of The County Administrator

Report Of The Clerk Of Council

Report Of The Chairman

Approval Of Consent Items

3. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto [**THIRD READING**] [PAGES 15-42]

Third Reading Items

4. 12-22MA



Jonathan Giles
Robert Giles
RM-HD to NC (.33 Acres)
1157 & 1159 Olympia Ave.
11203-01-03& 04 [PAGES 43-44]

5. An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax [PAGES 45-47]

Report Of Development And Services Committee

6.
 - a. Roadway Lighting on State Right-of-Ways for Commercial Enhancement
 - b. Delete the requirement of review fees for Family Property
 - c. Broad River Sewer Monthly User Fees
 - d. Road Right-of-Way Acceptance Policy
 - e. Curfew for Community Safety
 - f. Amendment to Thomas and Hutton Contract for Floodplain Remapping
 - g. Amendment to Thomas and Hutton Contract for Floodway Remapping
 - h. Council District Limits centered on County Maintained Roads
 - i. Amendment to Parking Regulations [FIRST READING] [PAGES 49-54]

Report Of Administration And Finance Committee

7.
 - a. Changes to Employee Handbook
 - b. Verizon Wireless Request to Add Antennas to Leased Space
 - c. Sheriff Department Grant Positoin Pick-Up Request [FIRST READING] [PAGE 56]
 - d. Sheriff Department Request for Salary Fringe Funds [FIRST READING] [PAGE 57]
 - e. Airport Improvement Grant
 - f. Additional Personnel for Blythewood Magistrate [FIRST READING] [PAGE 58]
 - g. Agreement with Phoenix University
 - h. Approval of funds for CDBG and HOME Administrative Shortfall [FIRST READING] [PAGE 59]
 - i. Approval of FY12-13 Budgets with the FY12-16 Consolidated Plan for Community Development Funds

- j. Amendment to Approve Richland County Recreation Commission's Project List **[FIRST READING] [PAGES 60-61]**
- k. Franchise Fee
- l. General Obligation Bonds for the Richland County Recreation District **[FIRST READING] [PAGES 62-64]**
- m. **Kingville Historical Society Funding Request [FIRST READING] [PAGE 65]**
- n. **Lower Richland PSTA/Diamond Day Festival Funding Request [FIRST READING] [PAGE 66]**
- o. Regional Sustainability Plan

Report Of Economic Development Committee

- 8.
 - a. A Resolution Authorizing the execution and delivery of a memorandum of understanding by and among Richland County, South Carolina, the State of South Carolina, and a company known as Project Giant and other matters related thereto **[PAGES 68-69]**
 - b. A Resolution Authorizing the execution and delivery of an infrastructure development agreement by and between Richland County, South Carolina and the South Carolina Research Authority and other matters related thereto **[PAGES 70-79]**
 - c. Shop Road Extension Scope of Services **[PAGES 80-107]**

Other Items

- 9. Automated GIS-Based Tracking Software for Land Development *[Deferred at April 3rd Council meeting]* **[PAGES 108-112]**
- 10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; so as to clarify said standards **[FIRST READING] [PAGES 113-127]**

Citizen's Input

- 11. N/A

Executive Session

Motion Period

- 12. Resolution in support of SIAC Tournament being held in Richland County **[WASHINGTON]**

Adjournment



Richland County Council Request of Action

Subject

Regular Session: July 24, 2012 [PAGES 5-13]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, JULY 24, 2012 6:00 p.m.

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

MEMBERS PRESENT:

Chair	Kelvin E. Washington, Sr.
Vice Chair	L. Gregory Pearce, Jr.
Member	Joyce Dickerson
Member	Valerie Hutchinson
Member	Norman Jackson
Member	Damon Jeter
Member	Gwendolyn Davis Kennedy
Member	Bill Malinowski
Member	Jim Manning
Member	Paul Livingston
Member	Seth Rose

OTHERS PRESENT – Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Brad Farrar, Nelson Lindsay, Yanisse Adrian-Silva, Chris Eversmann, Janet Claggett, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:08 p.m.

INVOCATION

The Invocation was given by the Honorable L. Gregory Pearce, Jr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable L. Gregory Pearce, Jr.

APPROVAL OF MINUTES

Regular Session: July 18, 2012 – Mr. Malinowski stated that the motion regarding “Potential Purchase of Property” needed to be amended to” ...non-binding negotiations.”

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

ADOPTION OF THE AGENDA

Mr. Farrar stated that “Litigation Update” needed to be added under the Report of the Attorney for Executive Session.”

Mr. Livingston moved, seconded by Ms. Dickerson, to adopt the agenda as amended.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

- a. **Contractual Matter** –This item was deferred.
- b. **Economic Development Briefing**
- c. **Litigation Update**

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 6:13 p.m. and came out at approximately 6:43 p.m.
=====

Economic Development Briefing – No action was taken.

Litigation Update – No action was taken.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

National Aviation Week Proclamation Presentation – Mr. Pearce presented a proclamation to Mr. Chris Eversmann and Airport Commissioner Jim Christopher in honor of National Aviation Week.

July Committee Schedule – Mr. Livingston moved, seconded by Ms. Dickerson, to amend the July 31st meeting schedule to hold the D&S Committee meeting at 4:00 p.m., A&F Committee meeting at 5:00 p.m. Special Called meeting at 6:00 p.m. and Zoning Public Hearing at 7:00 p.m. A discussion took place.

The vote was in favor.

REPORT OF THE CLERK OF COUNCIL

Strategic Plan Work Session – Ms. Onley stated that the Strategic Plan Work Session will be held September 27th, 4:00-6:00 p.m. The date will be placed on Council's calendar.

Internet Sweepstakes Work Session, July 25th, 4-6 p.m., Council Chambers – Ms. Onley reminded Council of the Internet Sweepstakes Work Session.

REPORT OF THE CHAIRMAN

Telecommunications and Technology Steering Committee – The Chair and Ms. Dickerson will be meeting to make appointments to this committee.

Personnel Matter – This was taken up in Executive Session.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

Memorandum of Understanding between Richland County and the Minority Business Development Agency – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Because of the significant economic, educational and conservation value of Cook's Mountain to Richland County, I move to direct the Interim County Administrator and the Conservation Department staff to negotiate an option to purchase Cook's Mountain contingent upon the receipt of funding assistance from outside sources. I also move to direct staff to examine the funding and financing options available and to provide this information to Council [HUTCHINSON] – This item was held in committee.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Airport Commission—2** – Mr. Malinowski stated that the committee recommended advertising these positions. The vote in favor was unanimous.
- b. **Richland County/City of Columbia/Animal Care Advisory Committee—2** – Mr. Malinowski stated that the committee recommended advertising these positions. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. Accommodations Tax Committee—4 – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- b. Appearance Commission—2 – Mr. Malinowski stated that the committee recommended re-advertising for these positions. The vote in favor was unanimous.
- c. Building Codes Board of Adjustments—3 – Mr. Malinowski stated that the committee recommended appointing Mr. Victor Snipes and re-advertising for the remaining positions. The vote in favor was unanimous.
- d. Business Service Center Appeals Board—3 – Mr. Malinowski stated that the committee recommended re-advertising for these positions.
- e. Community Relations Council—1 – Mr. Malinowski stated that the committee recommended re-advertising for this position. The vote in favor was unanimous.
- f. East Richland Public Service Commission—1 – Mr. Malinowski stated that the committee recommended deferral of this item. A discussion took place.

The vote was in favor.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. Council Individual Discretionary Account – This item was held in committee.
- b. That all items currently listed at the end of the A&F and D&S Committee agendas as "Items Pending Analysis" be cleared up within 90 days. There is no reason some action should not be taken, even if it means to table it for now [MALINOWSKI] – Mr. Malinowski stated that the committee recommended the following amendment to the Council Rules: "Any item listed on the A&F and D&S Committee agendas under 'Pending Items' that have not received action for 100 days shall be moved from 'Items Pending Analysis' section to the 'Items for Action' section. Actions that could be taken on these items are directing staff to 'do' something with an item, such as negotiate, staff or representative to provide a report or summary of information, and/or tabling the item." A discussion took place.

Mr. Livingston made a substitute motion, seconded by Ms. Dickerson to defer this item to the September 11th Council meeting. The vote was in favor.

- c. Add to Section 4.1 of Council Rules: "No standing committees of Council shall be scheduled at the same time." – This item was held in committee.
- d. Due to recent issues with the Chair making announcements and having meetings on behalf of Richland County and County Council without Council's approval. I move that we have a workshop on the rules of the Chair. The do's and don'ts of the Chair. This will help with the problem and the chaos we are having on County Council [JACKSON] – This item was held in committee.
- e. Agendas—FOIA Compliance – Mr. Malinowski stated that the committee recommended to direct staff to look at reasonable adjustments to County Council Rules and come back with recommendations. The vote in favor was unanimous.
- f. Reviewing Committee Qualifications – This item was held in committee.
- g. I move Council consider allowing Master Gardeners to fulfill the roles of Landscaper and Horticulturalist on the Appearance Commission, in the event that no licensed Landscaper or Horticulturalist can be recruited for the Commission. I also encourage all Council members to appoint their candidates to this Commission, and request staff inform Council of the vacancies [HUTCHINSON] – This item was held in committee.
- h. Appearance Commission: (1) Determine what constitutes a quorum for the Appearance Commission and have the Ordinance reflect that. (2) Require all council members appoint a representative to the Appearance Commission by the July 31, 2012 Council meeting [MALINOWSKI] – This item was held in committee.

OTHER ITEMS

REPORT OF THE REGIONAL RECREATION COMPLEX AD HOC COMMITTEE

- a. Work Authorization #3 and #4 (M. B. Kahn) – Ms. Kennedy stated that the committee recommended approval of Work Authorizations #3 and #4. A discussion took place.

Ms. Hutchinson made a friendly amendment to schedule a Council work session in September regarding the public/private partnership.

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

Ms. Kennedy moved, seconded by Ms. Hutchinson, to call for the question. The vote was in favor.

<u>For</u>	<u>Against</u>
Jackson	Rose
Hutchinson	Malinowski
Peace	Jeter
Washington	
Livingston	
Dickerson	
Kennedy	
Manning	

The vote was in favor of approving Work Authorization #3 and #4 and to schedule a Council work session in September regarding the public/private partnership.

Ms. Hutchinson moved, seconded by Ms. Kennedy, to reconsider this item. The motion failed.

CITIZEN'S INPUT

Mr. Johnny Guyton, Mr. Brian Douglass, and Mr. Stephen Stackhouse spoke regarding paving of Overlook Dr. and Dunes Point.

EXECUTIVE SESSION

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Council went into Executive Session at approximately 7:54 p.m. and came out at approximately 8:23 p.m.
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Personnel Matter – Mr. Livingston moved, seconded by Mr. Pearce, to direct the Chair to proceed as directed in Executive Session. The vote in favor was unanimous.

MOTION PERIOD

Mr. Jeter moved, seconded by Mr. Washington, to forward Items 26.a., 26.b. and 26.c. to the July A&F Committee meeting. A discussion took place.

Mr. Jeter made a substitute motion, seconded by Ms. Dickerson, to forward Items 26.b. and 26.c. to the July A&F Committee meeting. A discussion took place.

Ms. Dickerson made a friendly amendment to follow the normal process.

Ms. Dickerson withdrew her amendment.

Mr. Jeter amended his substitute motion, seconded by Ms. Dickerson, to forward 26.c. to the July A&F Committee meeting. The motion failed.

Move that staff prepare literature before the end of August for Council approval before disseminating the education piece of the Transportation Tax [JACKSON] – This item will be handled administratively.

I move that we begin the process to enact an ordinance authorizing the Recreation Commission of Richland County on behalf of the Recreation District of Richland County, South Carolina, to issue general obligation bonds in the principal amount of not exceeding \$5,000,000 in one or more series, in one or more years, with appropriate series designations; and other matters relating thereto by sending this issue to the July Administration and Finance Committee meeting [WASHINGTON] – This item was referred to the A&F Committee.

I move that we begin the process to enact an ordinance amending Exhibit A to Ordinance No. 048-08HR authorizing the Recreation Commission of Richland County on behalf of the Recreation District of Richland County, South Carolina, to issue general obligation bonds in the principal amount of not exceeding \$50,000,000; and other matters relating thereto enacted by the County Council of Richland County, South Carolina on September 9, 2008, by sending this issue to the July Administration and Finance Committee meeting [WASHINGTON] – This item was referred to the A&F Committee.

I move that we give First Reading by title only to the following ordinance: “An Ordinance Amending the Fiscal Year 2012-2013 General Fund Annual Budget to appropriate \$77,256.20 of General Fund Undesignated Fund Balance to the Legal Department for salary adjustments [WASHINGTON] – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:01 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Set Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

N/A

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a fee agreement between Richland County, South Carolina and Sysco Columbia, LLC and matters relating thereto **[THIRD READING] [PAGES 15-42]**

Notes

First Reading: June 19, 2012
Second Reading: July 18, 2012
Third Reading:
Public Hearing: July 18, 2012

AN ORDINANCE AUTHORIZING PURSUANT TO CHAPTER 44 OF TITLE 12, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND SYSCO COLUMBIA, LLC AND MATTERS RELATING THERETO.

WHEREAS, Richland County (the "County"), a public body corporate and politic organized and existing under the laws of the State of South Carolina (the "State") is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, Sysco Columbia, LLC (the "Company") is making an investment in the County for a new manufacturing, testing, research, development or operational facility or an expansion at an existing manufacturing facility located in the County and any and all activities relating thereto, which investment will consist of certain land, buildings or other improvements thereon and all machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein (which properties and facilities constitute a project under the Act and are referred to hereinafter as the "Project"). The Project is expected to provide significant economic benefits to the County and surrounding areas;

WHEREAS, it is anticipated that the Project will represent an investment of at least \$11 million in taxable property in the County (without regard to whether some or all of the investment is included as economic development property under the Act but excluding property tax exempt investments);

WHEREAS, as an inducement to the Company to locate the Project in the County, , the County has, by an Inducement Resolution adopted on December 13, 2011 (the "Resolution"), committed and agreed to enter into a Fee Agreement, as defined in the Act, with Sysco Columbia, LLC (the "Company"), which shall provide for payments of fees-in-lieu of taxes with respect to the Project and otherwise make available to the Company certain benefits intended by the Act;

WHEREAS, there has been prepared and presented to this meeting of Richland County Council (the "County Council") the proposed form of the Fee Agreement between the County and the Company, and the Fee Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended; and

WHEREAS, as further inducement to the Company, the County, as authorized by the Act, has agreed to extend, by ten years, the term of the November 1, 2001 Fee Agreement between the County and the Company (then named Sysco Food Services of Columbia, LLC), as amended in 2006 (the "2001 Fee Agreement").

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. Pursuant to the Act and particularly Section 12-44-40(I) thereof, the County Council has made and hereby makes the following findings on the basis of the information supplied to it by the Company:

(a) The Project constitutes a “project” as said term is referred to and defined in Section 12-44-30 of the Act;

(b) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other substantial public benefits not otherwise adequately provided locally;

(c) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against their general credit or taxing power;

(d) The purposes to be accomplished by the Project are proper governmental and public purposes;

(e) The benefits of the Project are greater than the costs; and

(f) Having evaluated the purposes to be accomplished by the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined that the Project is properly classified as economic development property, within the meaning of the Act.

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting and filed with the Clerk to County Council are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved, upon advice of counsel, by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. The Chair of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 4. The Council hereby approves, in accordance with and pursuant to Section 12-44-30(21) of the Act, a ten-year extension of the twenty-year Fee Term provided under Section 5.4 of the 2001 Fee Agreement. As requested by the Company, such extension may be evidenced by a written amendment to the 2001 Fee Agreement, such amendment to be approved upon advice of counsel by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval thereof. The Chair of County Council and the County Administrator be and they are hereby authorized and empowered to execute, acknowledge and deliver any such amendment to the Company.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

DONE, RATIFIED AND ADOPTED this _____ day of _____, 2012.

RICHLAND COUNTY COUNCIL

By: _____

Chair
Richland County Council

ATTEST:

Clerk to Council

First Reading: _____, 2012

Second Reading: _____, 2012

Public Hearing: _____, 2012

Third Reading: _____, 2012

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, the undersigned, Clerk to County Council of Richland County ("County Council") DO
HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted
by the County Council. The Ordinance was read and received a favorable vote at three public
meetings of the County Council on three separate days. At least one day passed between first
and second reading and at least seven days between second and third reading. At each meeting,
a quorum of the County Council was present and remained present throughout the meeting.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland
County Council, South Carolina, as of this ____ day of _____, 2012.

Clerk to Richland County Council
Richland County, South Carolina

DRAFT
5/30/12

FEE AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

SYSCO COLUMBIA, LLC

DATED
AS OF

_____, 2012

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FEE AGREEMENT

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into as of _____, 2012, by and between RICHLAND COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and SYSCO COLUMBIA, LLC, a _____ limited liability company (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee agreement with companies meeting the requirements of the Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, pursuant to an Inducement Resolution adopted on December 13, 2011 (the "Inducement Resolution"), the County identified the Project (as defined herein) and committed to enter into a Fee Agreement with the Company, which shall provide for payments of fees-in-lieu of taxes with respect to the Project;

WHEREAS, the Project is anticipated to be an investment of at least \$11 million in taxable property in the County;

WHEREAS, pursuant to the Act, the County finds that (a) it is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, pursuant to Ordinance No. _____ adopted on _____, 2012 (the "Ordinance"), as an inducement to the Company to develop the Project in the County, and in consideration of the investment expectations listed above, the County Council authorized the County to enter into a Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55, then the County agrees, to the extent permitted by law, to waive all penalties and fees for the Company's noncompliance.

SECTION 1.2. *Rules of Construction; Use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

From time to time herein, reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project are or may be located in a Multi-County Industrial Park and, as such, are or may be exempt from *ad valorem* taxation under and by virtue of the provisions of Paragraph D of Section 13 of Article VIII of the S.C. Constitution (the "MCIP Provision"). With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Provision, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such a Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof, as the same may be amended from time to time.

"Administration Expenses" means the reasonable and necessary out-of-pocket legal fees and expenses incurred by the County with respect to this Agreement; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

"Authorized County Representative" means the County Administrator.

"Chair" means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

"Clerk" means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” means Sysco Columbia, LLC, a _____ limited liability company qualified to do business in South Carolina, and its successors and assigns.

“County Administrator” means the County Administrator of the County (or person or persons authorized to perform the duties thereof in the absence of the County Administrator).

“County Council” means the County Council of the County.

“County” means Richland County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” means any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of _____, 2012, between the County and the Company.

“Fee Term” means the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” means the Resolution of the County Council adopted on December 13, 2011, identifying the Project in accordance with the Act and committing the County to enter into the Fee Agreement.

“Investment Period” means the period beginning with the first day that economic development property for the Project property is purchased or acquired, and ending on the last day of the fifth property tax year following the Commencement Date, subject to extension of such period as provided in Section 3.2(b) hereof. Expenditures relating to property placed in

service by the Company on or after January 1, 2012, and before the last day of such fifth property tax year are within the Investment Period.

“MCIP Law” means the provisions of Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina 1895, as amended, and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended.

“Multi-County Industrial Park” or **“MCIP”** means an industrial or business park established by two or more counties acting under the provisions of the MCIP Law.

“Ordinance” means the Ordinance adopted by the County on _____, 2012, authorizing this Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” means the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so identified by the Company in connection with its annual filing with DOR of an SCDOR PT-300, or such comparable form, and with such schedules as DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Real Property” means the land identified on Exhibit A hereto, together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, to the extent such Improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

“Stage” in respect of the Project means the year in which Equipment, Improvements and Real Property, if any, are placed in service during each year of the Investment Period.

“State” means the State of South Carolina.

Any reference to any agreement or document in this Article or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

**ARTICLE II
LIMITATION OF LIABILITY; INDUCEMENT**

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the documents shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, and subject to the provisions of the Act and this Fee Agreement, no part of the Project will be subject to *ad valorem* property taxation in the State, and that the Company has indicated that this factor, among others, has induced the Company to enter into this Fee Agreement.

**ARTICLE III
REPRESENTATIONS, WARRANTIES AND COVENANTS**

SECTION 3.1. *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, to the best knowledge of the County Administrator, violate, conflict with or will result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) Neither the existence of the County nor the rights of any members of County Council to their offices is being contested and none of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(d) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(e) The Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) Based on information supplied by the Company, the Project constitutes a "project" within the meaning of the Act.

(g) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered economic development property under the Act.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things reasonably necessary in connection with the Project, including but not limited to performance of its obligations in the Documents, and in accordance with the Act all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) Upon receipt of written request from the Company, the County agrees to give due and proper consideration to any request the Company may make for one or more extensions of the Investment Period in accordance with and up to the limits permitted under Section 12-44-30(13) of the Act. Such extension, if any, may be authorized by a resolution of County Council. Upon the granting of any such extension the County agrees to cooperate with the Company in assisting the Company to file with the DOR a copy of such extension within the time period required under the Act.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a limited liability company duly organized and validly existing under the laws of the State of _____ and qualified to do business in the State of South Carolina. The Company has full corporate power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper corporate action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(d) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(e) The Company commits to a Project comprising an investment of at least \$11 million in taxable property in the County. This taxable property includes property placed in service during the Investment Period, including but not limited to property placed in service during 2012 before or after the effective date of this Agreement.

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

(a) The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of certain economic development property which comprises the Project.

(b) Pursuant to the Act, the Company and the County hereby agree that all qualifying property comprising the Project shall be economic development property as defined under the Act.

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement, but only real property and/or personal property placed into service during the Investment Period (and Replacement Property) will qualify as economic development property under the Act.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Fee Agreement with respect to all or a portion of the Project as set forth in Article X.

SECTION 4.3. *Modifications to Project.* Subject to compliance with applicable laws, the Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

**PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF
PROPERTY; REPLACEMENT PROPERTY; FEE TERM; MINIMUM INVESTMENT**

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article X, Section 3 of the South Carolina Constitution, the Project is exempt from *ad valorem* property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to 409.3 mils. Subject in all events to the provisions of the Act, the fair market value of the Project shall be determined as follows:

- (i) for any real property, if real property is constructed for the fee or is purchased in an arm's length transaction, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; otherwise, real property must be reported at its fair market value for ad valorem property taxes as determined by appraisal; and
- (ii) for personal property, using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to *ad valorem* property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina, as amended.

(c) The Company shall make Payments-in-Lieu-of-Taxes for each year during the Fee Term beginning with respect to the property tax year following the year in which Project property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(d) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to subsections (a) and (b) above for a period not exceeding 20 years following the year in which such property is placed in service.

Pursuant to and subject to the Act, (i) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to subsections (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (ii) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; (iii) more than one piece of Replacement Property can replace a single piece of economic development property; (iv) Replacement Property does not have to serve the same function as the property it is replacing; (v) Replacement Property is entitled to the Payments-in-Lieu-of-Taxes pursuant to subsections (a) and (b) above for the period of time remaining on the 20-year period for the property which it is replacing; and (vi) Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

(e) If by the end of the Investment Period, the Company does not invest at least \$11 million in taxable property in the Project (as described in Section 3.3(e)), this Fee Agreement shall terminate and the Company shall make the payments to the County required by Section 12-44-140(B) of the Act. Once the Company meets the \$11 million investment threshold (as described in Section 3.3(e)), it shall no longer be subject to such potential payment obligation.

(f) If at any time during the Fee Term following the end of the Investment Period, the Company's investment based on income tax basis without regard to depreciation falls below the \$2.5 million minimum investment required under the Act, the Company no longer qualifies for the Payments-in-Lieu-of-Taxes provided under subsection (a) above in accordance with Section 12-44-140(C) of the Act, and the Project property will become subject to normal property tax calculation from that point forward, but not retroactively.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section. Subject to the provisions of Section 5.1(d) and this Section with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5.1(a) hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed

disposed of, pursuant to subsection (a) above. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, to the extent permitted by the Act, such property shall be treated as Replacement Property.

(c) In no event shall the disposal of property by the Company result in any retroactive or prospective obligation of the Company to make additional payments under this Fee Agreement.

SECTION 5.3. *Fee Term.* With respect to each Stage of the Project, the applicable term of this Fee Agreement shall be from the first day of the property tax year after the property tax year in which such Stage is placed in service through the last day of the property tax year which is 20 years thereafter; provided, that the maximum term of this Fee Agreement shall not be more than 20 years from the end of the last year of the Investment Period or such longer period of time as may be applicable upon the granting of any extension permitted under the Act. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

If necessary in order to implement the 20-year term referred to in the foregoing paragraph of this Section, the Company agrees to remove property from this Fee Agreement after the end of the twentieth year of such property being subject to the Payments-in-Lieu-of Taxes; provided, however, that the Company shall be required to maintain the minimum \$2.5 million investment under Section 5.1(f) hereof until the twentieth anniversary of the end of the Investment Period to avoid an automatic termination of this Fee Agreement pursuant to Section 5.1(f) hereof and Section 12-44-140(C) of the Act.

**ARTICLE VI
PROPERTY TAX EXEMPTION AND ABATEMENT**

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to insure that the Project is not and will not become subject to *ad valorem* property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) to the extent allowed by law, all rights and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political

subdivision of the State of South Carolina in which any part of the Project is located, provided, however, that the Company may terminate this Fee Agreement as provided in Section 10.1; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

SECTION 6.2. *Rescission and Reversion in the Event of Termination.* In the event it shall be determined by a court of competent jurisdiction that the Project or any portion thereof are subject to State, County, or other local property taxes, then, at the option of the Company, the provisions of Section 11.4 hereof shall apply, either to the Project as a whole or to such portion thereof as the Company may elect.

ARTICLE VII EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective as of the date first written above.

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information concerning the Company's operations could result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company's employees and also upon the County. Therefore, the County agrees that, subject to the provisions of Section 11.10 hereof, except as required by law, and except as operating for other purposes in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other industrial facility in the County), neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) notwithstanding the expectation that the County shall not receive any confidential or proprietary information, if the County should nevertheless receive any such information, neither the County nor any employee, agent, or contractor of the County shall knowingly disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or

proprietary information obtained from the Company to any third party, the County agrees to provide the Company with reasonable advance notice of such requirement before making such disclosure.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Fee Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Fee Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Fee Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity in accordance with the Act without terminating this Agreement or the benefits provided under this Agreement; provided, however, that such consent is not required in connection with financing related transfers or any other transfers not requiring the consent of the County under the Act. The County agrees that the County Council can provide any consent required under the Act or this Section either by a resolution of County Council or by a letter or other writing executed by the Authorized County Representative. Except as otherwise required by the Act or this Fee Agreement, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not constitute or result in a termination of this Fee Agreement or of the benefits provided under this Fee Agreement in whole or in part or a basis for increasing the fee payments due under the Act.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect; or

(d) The Company shall cease business operations at the facility at which the Project is located.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may terminate this Fee Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 10.1, the Company may terminate this Fee Agreement at any time upon providing 30 days' notice to the County without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes, and shall have a first priority lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

SECTION 9.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.4. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

SECTION 9.5. *Default by County.* Upon the default by the County in the performance of any of its obligations under this Fee Agreement, the Company may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

ARTICLE X COMPANY OPTION TO TERMINATE

SECTION 10.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable, prospectively but not retroactively (except as provided in Section 5.1(e) hereof), for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement (including payments for retroactive *ad valorem* taxation as provided in Section 5.1(e)), which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(c), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI MISCELLANEOUS

SECTION 11.1. *Leased Equipment.* The parties hereto agree that, to the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of Payments-in-Lieu-of-Taxes to be made under Section 5.1(a), to be applicable to personal property to be installed in the buildings and leased to but not purchased by the Company from one or more third parties under any form of lease, then such personal property shall, at the election of the Company, be subject to Payments-in-Lieu-of-Taxes to the same extent as the Equipment covered by this Fee Agreement, if properly undertaken as part of the Project in

accordance with such law. The parties hereto further agree that this Fee Agreement may be interpreted or modified as may be necessary or appropriate in order to give proper application of this Fee Agreement to such tangible personal property without such construction or modification constituting an amendment to this Fee Agreement, and thus not requiring any additional action by the County Council. The County Administrator, after consulting with the County Attorney, shall be and hereby is authorized to make such modifications, if any, as may be necessary or appropriate in connection therewith.

SECTION 11.2. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Sysco Columbia, LLC
131 Sysco Court
Columbia, SC 29209
Attention: Steve Crowe
V.P. of Finance/CFO

With a copy to:

Nelson Mullins Riley & Scarborough LLP
1320 Main Street
17th Floor
Columbia, SC 29210
Attention: George B. Wolfe, Esq.

If to the County:

Richland County, South Carolina
2020 Hampton Street
Columbia, SC 29204
Attention: County Economic Developer

With a copy to:

Parker Poe Adams & Bernstein LLP
1201 Main Street, Suite 1450
Columbia, SC 29210
Attention: Ray E. Jones, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.6. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall, as appropriate, be revised accordingly, to the extent allowed by law.

SECTION 11.7. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council or by other form of consent or approval allowed by law.

SECTION 11.8. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 11.9. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.10. *Filings.*

(a) The Company shall provide the County Auditor and the County Assessor with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

(c) The Company shall comply with the annual filing requirements set forth in the Resolution adopted by the County Council on December 14, 2010, a copy of which is attached hereto as Exhibit B; provided, however, that the Company shall not be required to disclose any employee by name or other personally identifiable information.

SECTION 11.11. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.12. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.13. *Payment of Administration Expenses.* The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefor, but in no event later than 30 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same; provided, however, that the County's attorneys' fees for all work relating to the drafting, review, and negotiation of the Inducement Resolution, this Fee Agreement, and related documents shall not exceed \$4,000.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, and SYSCO COLUMBIA, LLC, pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Chairman
Richland County Council

ATTEST:

Clerk to Council

SYSCO COLUMBIA, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

1. All that certain piece, parcel, lot or tract of land, with improvements thereon, if any, situate, lying and being on Garner's Ferry Road, southeast of the City of Columbia, in the County of Richland, State of South Carolina, and being shown and delineated as containing 102.68 acres, on that certain ALTA/ACSM Land Title Survey prepared for SYSCO Food Services of South Carolina, LLC, by Robert H. Lackey Surveying, Inc., dated January 5, 2001, recorded February 12, 2001 in Record Book 482, page 2134, Office of the Register of Deeds for Richland County. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.
2. 11.72 acres located at 8009 Garners Ferry Road (Hwy. 76/378), southeast of the City of Columbia, in Richland County, South Carolina, Tax Map number 19100-05-02.

EXHIBIT B

RICHLAND COUNTY COUNCIL REPORTING RESOLUTION

~#4811-7019-7519 v 4~

Richland County Council Request of Action

Subject

12-22MA
Jonathan Gilles
Robert Gilles
RM-HD to NC (.33 Acres)
1157 & 1159 Olympia Ave.
11203-01-03& 04 [PAGES 43-44]

Notes

First Reading: June 26, 2012
Second Reading: July 18, 2012
Thrd Reading:
Public Hearing: June 26, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 11203-01-03/04 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO NC (NEIGHBORHOOD 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 properties described as TMS # 11203-01-03/04 from RM-HD (Residential, Multi-Family – High Density District) zoning to NC (Neighborhood 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 _____, 2012.

RICHLAND COUNTY COUNCIL

By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: June 26, 2012
First Reading: June 26, 2012
Second Reading: July 18, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 Mass Transit Annual Budget to appropriate up to \$50,000 of Mass Transit Undesignated Fund Balance for the educational component of the Transportation Sales Tax [PAGES 45-47]

Notes

First Reading: June 19, 2012
Second Reading: July 18, 2012
Third Reading:
Public Hearing: July 18, 2012

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. __-12HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 MASS TRANSIT ANNUAL BUDGET TO APPROPRIATE \$50,000 OF MASS TRANSIT UNDESIGNATED FUND BALANCE FOR THE EDUCATIONAL COMPONENT OF THE TRANSPORTATION SALES TAX.

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 fifty thousand dollars (\$50,000) of undesignated fund balance be appropriated for the educational component of the Transportation Sales Tax. Therefore, the Fiscal Year 2011-2012 Mass Transit Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 2,493,000
Appropriation of Mass Transit undesignated fund balance:	<u> 50,000</u>
Total Mass Transit Revenue as Amended:	\$ 2,543,000

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 2,493,000
Increase to Mass Transit:	<u> 50,000</u>
Total Mass Transit Expenditures as Amended:	\$ 2,543,000

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 _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 19, 2012
Second Reading: July 18, 2012
Public Hearing: July 18, 2012
Third Reading:

Richland County Council Request of Action

Subject

- a. Roadway Lighting on State Right-of-Ways for Commercial Enhancement
- b. Delete the requirement of review fees for Family Property
- c. Broad River Sewer Monthly User Fees
- d. Road Right-of-Way Acceptance Policy
- e. Curfew for Community Safety
- f. Amendment to Thomas and Hutton Contract for Floodplain Remapping
- g. Amendment to Thomas and Hutton Contract for Floodway Remapping
- h. Council District Limits centered on County Maintained Roads
- i. Amendment to Parking Regulations [**FIRST READING**] [**PAGES 49-54**]

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-11HR

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor vehicles and traffic; Article II, General traffic and parking regulations; Section 17-10 is hereby amended to read as follows:

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

(a) It shall be unlawful for a truck tractor, a semi-trailer ~~having more than two (2) axles~~, or a trailer ~~having more than two (2) axles~~ to be parked on any public street, road, or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County", as amended. For the purpose of this ~~section paragraph~~, the following definitions shall apply:

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

(2) *Semi-trailer* means every vehicle ~~having more than two (2) axles~~, with or without motive power, ~~other than a pole trailer~~, designed for carrying persons or property and for being drawn by a motor vehicle, and ~~so~~ constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

(3) *Trailer* means every vehicle ~~having more than two (2) axles~~, with or without motive power, ~~other than a pole trailer~~, designed for carrying persons or property and for being drawn by a motor vehicle, and ~~so~~ constructed that no part of its weight rests upon the towing vehicle.

(4) *Vehicle* means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(5) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(b) Except as is provided in subsection (c), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district] unless such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence where it is parked, stored or located.

(c) Active loading, unloading and service provision exception: Notwithstanding subsection ~~(a) and~~ (b), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for

only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading and unloading" does not include parking or "staging" a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point.

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

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

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

~~(g)~~(g) *Penalties.* Unless otherwise prescribed by law, any owner of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor.

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY
OF _____, 2012

Michelle Onley
Clerk of Council

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor vehicles and traffic; Article II, General traffic and parking regulations; Section 17-10 is hereby amended to read as follows:

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

(a) It shall be unlawful for a truck tractor, a semi-trailer, or a trailer to be parked on any public street, road, or as otherwise prohibited by the Richland County Code of Ordinances in the unincorporated portions of the county which are or hereafter shall be designated as Rural Residential, Single-Family Residential, Manufactured Home, or General Residential under the Richland County Zoning Ordinance and the "Zoning Map of Unincorporated Richland County," as amended. For the purpose of this section, the following definitions shall apply:

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

(2) *Semi-trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and constructed that some part of its weight and that of its load rests upon or is carried by another vehicle.

(3) *Trailer* means every vehicle, with or without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and constructed that no part of its weight rests upon the towing vehicle; provided, however, that a "utility trailer" used solely for the transportation of the user's personal property, not in commerce, which does not exceed a gross weight of 10,000 pounds, or a manufacturer's gross vehicle weight rating (GVWR) of 10,000 pounds, may be kept in the user's residential backyard.

(4) *Vehicle* means every device in, upon, or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

(5) *Motor Vehicle* means every vehicle which is self-propelled, except mopeds, and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

(b) Except as is provided in subsection (c), below, it shall be unlawful for any truck tractor, semi-trailer or trailer to be parked, stored or located on a lot in any residential zoning district in the unincorporated areas of the county [except for those parcels that are five (5) acres or greater in the (RU) Rural zoning district] unless such truck tractor, semi-trailer or trailer is parked, stored or located in an enclosed garage or in a carport at the residence where it is parked, stored or located.

(c) Active loading, unloading and service provision exception: Notwithstanding subsections (a) and (b), above, truck tractors, semi-trailers or trailers that are in active use in the provision of a service or delivery or removal of property or material at or from a residence in a residential zoning district may park on the public street, road, right-of-way or lot at which the service is being provided or the delivery or removal is being made, for

only the duration of the service provision or delivery or removal as provided for herein. For purposes of this section, "active loading or unloading" shall include, but not be limited to, the delivery or removal of furniture, yard trash or debris, household or building materials, tangible personal property and the like, evidenced by the active involvement (e.g., the loading, unloading, service provision or supervision thereof) of the owner, operator, delivery personnel, service provider, or other person responsible for parking or causing to be parked the truck tractor, semi-trailer or trailer while the truck tractor, semi-trailer or trailer is parked on the public street, road, right-of-way or lot subject to this section. For purposes of this section, "active loading and unloading" does not include parking or "staging" a truck tractor, semi-trailer or trailer, leaving the same unattended and then engaging in loading, unloading, removal or service provision at a subsequent point.

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

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

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

(g) *Penalties.* Unless otherwise prescribed by law, any owner of a motor vehicle and/or trailer violating the provisions of this section shall be deemed guilty of a misdemeanor.

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

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle Onley
Clerk of Council

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

Richland County Council Request of Action

Subject

- a. Changes to Employee Handbook
- b. Verizon Wireless Request to Add Antennas to Leased Space
- c. Sheriff Department Grant Position Pick-Up Request [**FIRST READING**] [**PAGE 56**]
- d. Sheriff Department Request for Salary Fringe Funds [**FIRST READING**] [**PAGE 57**]
- e. Airport Improvement Grant
- f. Additional Personnel for Blythewood Magistrate [**FIRST READING**] [**PAGE 58**]
- g. Agreement with Phoenix University
- h. Approval of funds for CDBG and HOME Administrative Shortfall [**FIRST READING**] [**PAGE 59**]
- i. Approval of FY12-13 Budgets with the FY12-16 Consolidated Plan for Community Development Funds
- j. Amendment to Approve Richland County Recreation Commission's Project List [**FIRST READING**] [**PAGES 60-61**]
- k. Franchise Fee
- l. General Obligation Bonds for the Richland County Recreation District [**FIRST READING**] [**PAGES 62-64**]
- m. Kingville Historical Society Funding Request [**FIRST READING**] [**PAGE 65**]
- n. Lower Richland PSTA/Diamond Day Festival Funding Request [**FIRST READING**] [**PAGE 66**]
- o. Regional Sustainability Plan

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$_____ OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR SHERIFF'S DEPARTMENT GRANT POSITION PICK-UP.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$_____ OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR SHERIFF'S DEPARTMENT SALARY FRINGE FUNDS.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$_____ OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR ADDITIONAL PERSONNEL FOR BLYTHEWOOD MAGISTRATE.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 NEIGHBORHOOD IMPROVEMENT AND COMMUNITY DEVELOPMENT FUND ANNUAL BUDGETS TO APPROPRIATE \$_____ OF NEIGHBORHOOD IMPROVEMENT UNDESIGNATED FUND BALANCE FOR TRANSFER TO THE COMMUNITY DEVELOPMENT FUND FOR THE CDBG AND HOME ADMINISTRATIVE SHORTFALL.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AMENDING EXHIBIT A TO ORDINANCE NO. 048-08HR
AUTHORIZING THE RECREATION COMMISSION OF RICHLAND
COUNTY ON BEHALF OF THE RECREATION DISTRICT OF
RICHLAND COUNTY, SOUTH CAROLINA, TO ISSUE GENERAL
OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT
EXCEEDING \$50,000,000; AND OTHER MATTERS RELATING
THERETO ENACTED BY THE COUNTY COUNCIL OF RICHLAND
COUNTY, SOUTH CAROLINA ON SEPTEMBER 9, 2008

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

SECTION 1. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) The County Council on September 9, 2008, enacted Ordinance No. 048-08HR authorizing the Recreation Commission of Richland County (the "Commission"), the governing body of The Recreation District of Richland County, South Carolina (the "District") to issue general obligation bonds in the principal amount of not exceeding \$50,000,000.

(b) Attached to Ordinance No. 048-08HR and incorporated therein by reference is Exhibit A entitled "List of Recreation Commission of Richland County Projects to be funded from not to exceed \$50,000,000 of Bonds."

(c) The Commission on behalf of the District has requested that County Council amend Exhibit A by amending the description of the Kelly Mill Development to read as follows:

KELLY MILL PROPERTY DEVELOPMENT:

<u>Project</u>	<u>Amount</u>
Four (4) lighted baseball fields with press box, canteen, and restrooms	\$4,035,000
Other athletic fields (football/soccer/baseball)	\$620,000
One (1) playground system	\$70,000
Two (2) picnic shelters	\$70,000
Paved parking	\$920,000
Two (2) commercial wells with VFD	\$96,000
Irrigation for fields	\$55,000
Walking trail approximately half mile	<u>\$75,000</u>
TOTAL KELLY MILL PROPERTY DEVELOPMENT:	\$5,941,000

SECTION 2. County Council has determined that it would be in the best interests of the citizens of the County to amend Exhibit A as referenced above.

SECTION 3. Miscellaneous. All other provisions of Ordinance No. 048-08HR remain in full force and effect. This Ordinance shall take effect and be in full force from and after its adoption.

Enacted this ____ day of September, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin E. Washington, Sr., Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2012:

Michelle Only
Interim Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-12HR

AUTHORIZING THE RECREATION COMMISSION OF RICHLAND COUNTY ON BEHALF OF THE RECREATION DISTRICT OF RICHLAND COUNTY, SOUTH CAROLINA, TO ISSUE GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,000,000 IN ONE OR MORE SERIES, IN ONE OR MORE YEARS, WITH APPROPRIATE SERIES DESIGNATIONS; AND OTHER MATTERS RELATING THERETO.

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

SECTION 1. The County Council (the "County Council") of Richland County, South Carolina (the "County"), hereby finds and determines:

(a) The District was established pursuant to Act No. 873 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, Regular Session of 1960, as amended (the "Act").

(b) The corporate powers and responsibilities of the District are performed by the Commission and as such the Commission is the governing body of the District. The Act committed to the Commission the power to acquire, by gift, purchase or through the exercise of eminent domain, lands, or interest thereon whereon to establish physical education and recreation facilities.

(c) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended, provides that special purpose districts shall have the power to issue bonded indebtedness only for a purpose which is a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property therein upon such terms and conditions as the General Assembly shall prescribe by general law.

(d) The Council constitutes the "county board" of the County and the District constitutes a "special purpose district," as such quoted terms are defined in the Code.

(e) Pursuant to Title 6, Chapter 11, Article 5, Code of Laws of South Carolina, 1976, as amended (the "Code"), the county boards of all counties of the State of South Carolina wherein special purpose districts exist are empowered to authorize the governing body of such special purpose district to issue bonds of the special purpose district whose proceeds shall be used in furtherance of any power of the special purpose district.

(f) Pursuant to the Code the County Council is empowered to authorize the Commission of the District to issue bonds of the District whose proceeds shall be used in furtherance of any power of the District.

(g) The assessed value of all taxable property of the District as of June 30, 2011, is \$1,010,034,191. Eight percent of such assessed value is \$80,802,735. The general obligation debt outstanding of the District for computation purposes under Article X, Section 14, of the Constitution of the State of South Carolina, 1895, as amended, is \$35,375,000. Thus, the District may incur \$45,427,735 of general obligation debt within its applicable debt limitation.

(h) It is now in the best interest of the District for the Commission to provide for the issuance and sale of the Bonds of the District pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina in the principal amount of not exceeding \$5,000,000 (the "Bonds"), the proceeds of which will be used for capital expenses including capital maintenance, repair and replacement of facilities and equipment and costs of issuance of the Bonds.

(i) Prior to the enactment of this Ordinance, County Council shall hold a public hearing on the question of the issuance of the Bonds as required by Section 6-11-830, Code of Laws of South Carolina 1976 as amended.

SECTION 2. Pursuant to the aforementioned constitutional and statutory provisions, the Commission, on behalf of the District, is hereby authorized to issue the Bonds in an aggregate amount not to exceed \$5,000,000 in such amounts and at such times as the Commission shall determine; provided that this authorization is granted upon the condition that the Commission agrees that it will not issue Bonds in an amount that will require more than four mills of taxes to be levied and collected in any tax year for debt service on the existing debt of the District and the Bonds. The Bonds may be issued in one or more series, in one or more years, with appropriate series designations. The Bonds shall be dated, shall mature, shall be in such denomination, shall bear such interest, shall be subject to redemption, shall be executed and shall contain such other provisions as the Commission shall determine. Prior to the issuance of a series of Bonds, the Commission may issue bond anticipation notes in anticipation of the receipt of proceeds of such Bonds.

SECTION 3. No election shall be held as a condition to the issuance of the Bonds.

SECTION 4. For the payment of the principal and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary to provide for the prompt payment thereof, the full faith, credit, taxing power and resources of the District shall be irrevocably pledged, and there shall be levied annually by the Auditor of Richland County and collected by the Treasurer of Richland County, in the same manner as county taxes are levied and collected, a tax without limit on all taxable property of the District sufficient to pay the principal and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 5. The Commission is authorized to do all things necessary or convenient in accordance with applicable law to effect the issuance of the Bonds at such times as it deems necessary and in the interest of the District.

SECTION 6. Following the enactment of this Ordinance, a Notice in substantially the form attached as Exhibit A shall be published in a newspaper of general circulation in the County for three successive weeks.

SECTION 7. Miscellaneous. All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

Enacted this ____ day of September, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin E. Washington, Sr., Chairman
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF
_____, 2012:

Michelle Onley
Interim Clerk of County Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 HOSPITALITY
TAX BUDGET TO APPROPRIATE \$_____ OF HOSPITALITY TAX
UNDESIGNATED FUND BALANCE FOR A GRANT TO KINGVILLE
HISTORICAL SOCIETY.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 HOSPITALITY
TAX BUDGET TO APPROPRIATE \$_____ OF HOSPITALITY TAX
UNDESIGNATED FUND BALANCE FOR A GRANT TO LOWER RICHLAND
PSTA/DIAMOND DAY FESTIVAL.

Richland County Council Request of Action

Subject

- a. A Resolution Authorizing the execution and delivery of a memorandum of understanding by and among Richland County, South Carolina, the State of South Carolina, and a company known as Project Glant and other matters related thereto **[PAGES 68-69]**
- b. A Resolution Authorizing the execution and delivery of an Infrastructure development agreement by and between Richland County, South Carolina and the South Carolina Research Authority and other matters related thereto **[PAGES 70-79]**
- c. Shop Road Extension Scope of Services **[PAGES 80-107]**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND AMONG RICHLAND COUNTY, SOUTH CAROLINA, THE STATE OF SOUTH CAROLINA, AND A COMPANY KNOWN AS PROJECT GIANT AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County and the State of South Carolina ("State") are negotiating with a company known as Project Giant ("Company," together with the County and the State, "Parties," each, a "Party") regarding a potential, significant investment in the County ("Investment");

WHEREAS, the commitments of each Party regarding the Investment are set forth in a confidential Memorandum of Understanding ("MOU") by and among the Parties; and

WHEREAS, the terms of the MOU relating to the County have been negotiated by the County's Economic Development Director, and County Council has been advised regarding the terms of the MOU in executive session.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

1. In the name of and on behalf of the County, the Chairman of the County Council ("Chairman") or the County Administrator ("Administrator") is authorized and directed to execute the MOU on behalf of the County. The Clerk of the County Council is authorized to and directed to attest to the MOU, and the Chairman or the Administrator is authorized and directed to deliver the Agreement to the State and the Company for execution. The Chairman or the Administrator may approve and execute modifications and amendments to the MOU, which, after consultation with counsel and the County's Economic Development Director, do not substantially modify the terms of the MOU as presented to County Council in executive session.
2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the Investment contemplated by this Resolution and the MOU.
3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.
4. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

DONE AND PASSED this 31st day of July, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington
Chairman, Richland County Council

ATTEST:

Michelle Onley
Clerk, Richland County Council

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE DEVELOPMENT AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND THE SOUTH CAROLINA RESEARCH AUTHORITY AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County and the South Carolina Research Authority (“Authority”) own adjacent property, formerly known as the Farmer’s Market Site, in the County (“Property”), and as more particularly described in the Infrastructure Development Agreement (“Agreement”) attached as Exhibit A;

WHEREAS, the County and the Authority desire to jointly design and construct certain infrastructure as described in the Agreement (“Project”), the cost of which will be approximately \$403,500, for purposes of providing access to the Property and enabling the development of the Property, thereby attracting new jobs and investment to the County and promoting the economic development of the County; and

WHEREAS, the County and the Authority desire to execute the Agreement, pursuant to which the County and the Authority will share the expenses related to the Project.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

1. In the name of and on behalf of the County, the Chairman of the County Council (“Chairman”) or the County Administrator (“Administrator”) is authorized and directed to execute the Agreement on behalf of the County. The Clerk of the County Council is authorized to and directed to attest to the Agreement, and the Chairman or the Administrator is authorized and directed to deliver the Agreement to the Authority for execution by the Authority. The Chairman or the Administrator may approve and execute modifications and amendments to the Agreement, which, after consultation with counsel, do not substantially modify the terms of the attached Agreement.

2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to implement the Projects authorized by this Resolution and the Agreement.

3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

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

DONE AND PASSED this 31st day of July, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington
Chairman, Richland County Council

ATTEST:

Michelle Orley
Clerk, Richland County Council

EXHIBIT A

FORM OF INFRASTRUCTURE DEVELOPMENT AGREEMENT

Draft, 7.26.12

INFRASTRUCTURE DEVELOPMENT AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

THE SOUTH CAROLINA RESEARCH AUTHORITY

DATED AS OF

AUGUST 1, 2012

INFRASTRUCTURE DEVELOPMENT AGREEMENT

This Infrastructure and Development Agreement (the "*Agreement*") is being entered as of this 1st day of August, 2012 between Richland County, South Carolina (the "*County*"), and the South Carolina Research Authority (the "*Authority*").

WITNESSETH:

WHEREAS, the County and the Authority are the owners of adjoining property as shown on Exhibit A (the "*Property*"); and

WHEREAS, the County and the Authority now wish to cooperate in the design and construction services related to certain infrastructure as described on Exhibit B (the "*Project*"), the cost of which is \$403,500, for purposes of providing access to the Property and enabling the development of the Property; thereby attracting new jobs and investment to the County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT IN CONSIDERATION OF COMMITMENTS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

ARTICLE I COMMITMENTS OF THE COUNTY AND THE AUTHORITY

Section 1.1. *Contractual Responsibility.* The County shall be the sole contracting party with respect to the Project. However, the County will facilitate monthly meetings among the County, the Authority and the firm providing the services described in Exhibit B. The purpose of the monthly meetings shall be to review the scope of work, monthly progress and milestone completions as well as any risk factors.

Section 1.2. *Recordkeeping; Expense Sharing.* The County shall pay all costs associated with the with the Project. The County shall submit copies of all paid invoices to the Authority along with any other documentation the Authority may reasonably request; all in support of a written reimbursement request. Except as provided in Section 1.3 hereof, the Authority shall then reimburse the County for fifty percent (50%) of the costs of all such invoices, with a total reimbursement obligation not to exceed \$201,500. The Authority shall reimburse the County within 30 calendar days of a sufficiently documented written request for reimbursement.

Section 1.3. *State Grant.* In the event the State of South Carolina shall provide a grant to the County to offset the costs of the Project, the Authority's reimbursement obligation shall be accordingly reduced by the amount of the grant. If the grant is at least equal to \$201,500, the Authority shall have no reimbursement obligation under this Agreement. In the event the State provides such grant after completion of the Project, the County will reimburse the Authority for any amounts paid to the County under this Agreement in an amount not to exceed \$201,500.

ARTICLE II MISCELLANEOUS

Section 2.1. *Binding Effect of Agreement.* This Agreement represents binding and enforceable commitments of the Parties.

Section 2.2. Severability. In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 2.3. Complete Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement.

Section 2.4. Events of Default; Remedies. Should either party hereto fail to abide by the terms of this Agreement and is unable to comply with the terms of this Agreement within thirty (30) calendar days of the receipt of written notice from the other party specifying the areas of noncompliance, then such party shall be deemed to have caused an event of default under this Agreement. In such event, the party that is injured by such event of default may take such action under law or in equity that it deems appropriate, including a demand for specific performance, in order to enforce its rights under this Agreement.

Section 2.5. Counterpart Execution. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____

THE SOUTH CAROLINA RESEARCH AUTHORITY

By: _____

EXHIBIT A

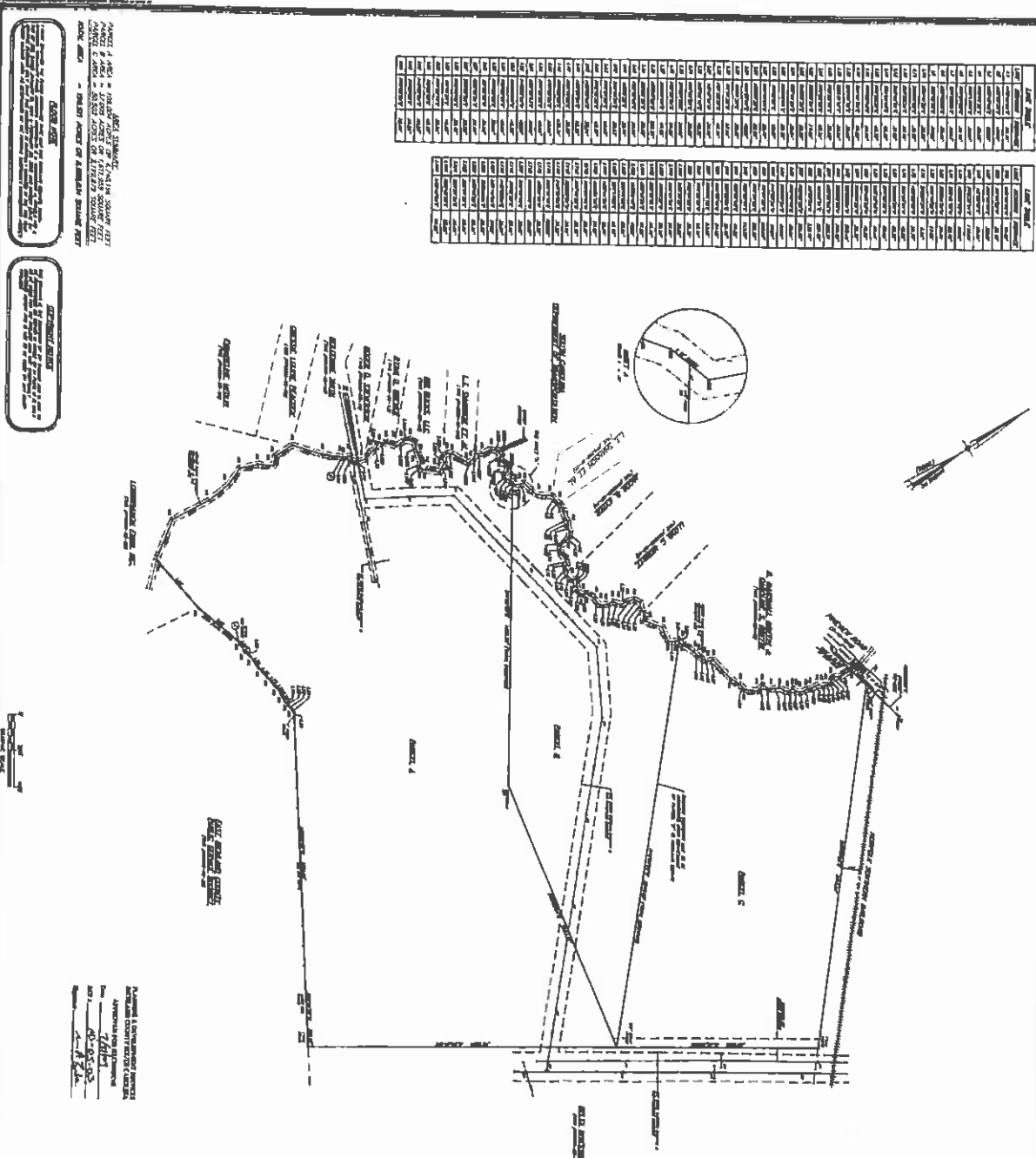
The Property

EXHIBIT B

The Project

LINE NO.	DESCRIPTION	BEARING	DISTANCE	ADJACENT
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LINE NO.	DESCRIPTION	BEARING	DISTANCE	ADJACENT
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OWNER'S STATEMENT
 I, , the owner of the above described property, do hereby certify that the information furnished to the surveyor is true and correct to the best of my knowledge and belief.

[Signature]
 Date:

CONTRACTOR'S STATEMENT
 I, , the contractor, do hereby certify that the information furnished to the surveyor is true and correct to the best of my knowledge and belief.

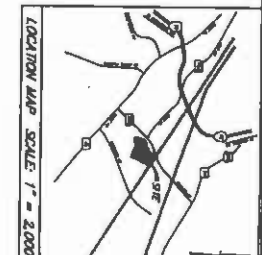
[Signature]
 Date:

EXPLANATION OF ABBREVIATIONS USED IN THIS PLAN

- 1. All bearings are true bearings.
- 2. All distances are in feet and decimal fractions thereof.
- 3. All angles are in degrees and decimal fractions thereof.
- 4. All curves are circular.
- 5. All lines are in feet and decimal fractions thereof.
- 6. All lines are in feet and decimal fractions thereof.
- 7. All lines are in feet and decimal fractions thereof.
- 8. All lines are in feet and decimal fractions thereof.
- 9. All lines are in feet and decimal fractions thereof.
- 10. All lines are in feet and decimal fractions thereof.

LEGEND

---	Proposed
- - - -	Existing
---	As Shown
---	As Shown
---	As Shown
---	As Shown



SCOPE OF SERVICES
Professional Engineering & Related Services
Richland County

Shop Road Extension

June 29, 2012

Project Description

Richland County proposes to extend Shop Road, currently an existing state road (SC 768), beginning at Pineview Road and ending eastward to a point approximately 1000 feet onto the Richland County property that was to become the State Farmers market. Beginning at Pineview Road, the Shop Road extension will consist of a two-way, four lane divided roadway (two lanes in each direction) similar to the existing Shop Road section west of Pineview Road. This new extension will cross an existing creek and wetlands before terminating in a temporary dead end. Ultimately this roadway will provide direct access to future developments within the property, and also may serve as a possible tie in point for the future extension of Shop Road to US 378 (Gamers Ferry Road). The exact alignment of the roadway beyond this initial termination point will be determined at a future date based on the planned development(s) and/or future regional transportation planning needs.

Notable features or issues include:

- The property contains an existing stream and wetlands that will be crossed by the new entrance road extension. An individual permit from the Corps of Engineers is anticipated due to the extent of the wetlands impacts.
- The majority of the entrance road will be within existing SCDOT right of way and will require an encroachment permit/maintenance agreement between Richland County and SCDOT.
- Existing Pineview Road may need to be improved to accommodate for turning movements into and out of the property.
- CDM Smith has performed significant studies/design and developed plans for the previous State Farmers Market site. A portion of this work (updated as necessary) will be incorporated into the design of the new entrance road.

Project Standards

The following design standards will be utilized towards execution of this assignment:

- SCDOT Highway Design Manual, 2004 (and applicable revisions)
- SCDOT Standard Specifications for Highway Construction, 2007
- SCDOT Standard Drawings
- AASHTO - A Policy on Geometric Design of Highways & Streets, 2004 (Green Book)
- AASHTO - Guidelines for Geometric Design of Very Low Volume Roads, 2001
- Manual of Uniform Traffic Control Devices, 2009
- SCDOT Bridge Design Manual, 2006 (and applicable revisions)
- SCDOT Seismic Design Specifications for Highway Bridges, 2008
- SCDOT Requirements for Hydraulic Design Studies, May 26, 2009
- SCDHEC NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, September 1, 2006
- SCDHEC Storm Water Management BMP Field Manual, July 2005
- Richland County Land Development Code (Section 26-106 Floodplain Overlay District)
- AASHTO LRFD Bridge Design Specifications, 6th Edition, 2012

SCOPE OF SERVICES
Professional Engineering & Related Services
Richland County

Shop Road Extension

June 29, 2012

Scope of Services (Tasks)

CDM Smith ("CONSULTANT") will provide professional pre-construction services to Richland County ("COUNTY") for the planned road as described herein, following SCDOT and County guidelines and practices.

1. Pre-Design Survey; Right-of-Way Assessment & Preliminary Design

a. **Surveys & Mapping**

CONSULTANT will perform the following survey and mapping tasks:

- Establish primary and secondary survey control using South Carolina State Plane grid coordinates based on the NAD83 Datum and the National Geodetic Vertical Datum (NGVD) 1988 for data collection and reference for future use in project construction.
- The CONSULTANT will conduct field surveys to search and locate detectable property corners immediately adjacent to the existing roadway and obtain pertinent property deeds, plats, tax maps which will be used to establish existing road rights of way. Property owners name and address for properties adjacent to the existing road way will also be obtained. This property information will be limited to data that is part of the County's Tax Assessors public records.
- CONSULTANT will compute the parcel side lines using deeds description, reference plats, existing recoverable property monuments and County tax assessors GIS property files and will incorporate this information into the base map.
- Perform topographic survey and locate permanent structures within the project area. Locate existing features such as pavements, curbs, sidewalks, buildings, above-ground utilities, fences and similar man-made or natural features.
- Perform a break-line survey for development of DTM (triangle file).
- Perform cross sections of existing pavements within 500 feet of the intersection of Pineview Road and Shop Road.
- Survey drainage structure sizes, types, inverts, and materials; and, drainage outfalls. Perform topographic survey (50-foot width) centered over outfalls and culverts and 50 feet past intersection or daylight of pipe.
- Contact Palmetto Utility Protection Services (PUPS) to have subsurface utilities marked on the roadway. CONSULTANT will contact utility companies who are not a member in PUPS directly to obtain record plans or information. Survey PUPS mark-outs and include record information in base map. Subsurface Utility Engineering is not included in this scope of work.
- Prepare a two-dimensional survey map depicting existing condition data.
- Prepare a digital triangle file (TIN).

SCOPE OF SERVICES
Professional Engineering & Related Services
Richland County

Shop Road Extension

June 29, 2012

b. Geotechnical Investigations & Engineering

CDM Smith has previously conducted a geotechnical engineering exploration at the project site, including nine borings along the previously proposed alignment of the Shop Road Extension causeway over Reeder Point Branch, and a seismic shear wave velocity measurement to characterize the seismic site class at the project site. The causeway borings were drilled and sampled to depths ranging from 30 to 90 feet during November, 2006. The seismic shear wave velocity study was conducted in 2005. Based on conceptual information for the currently proposed construction, we understand that the new causeway including a bridge over the stream will be located in approximately the same footprint as the old alignment. Therefore, we have assumed that no additional subsurface exploration work will be required as part of the current design effort, and our proposed scope of work does not include additional soil borings or laboratory testing. Additionally, we have assumed that the seismic site class at the location of the bridge will be based upon the results of the shear wave velocity measurement study conducted in 2005.

Based on our familiarity with the site, we have assumed that the construction of the causeway may require fill along certain sections of the alignment ranging up to 10 feet in height, and the construction of a new bridge over Reeder Point Branch with one or two spans totaling about 100 feet. CDM Smith proposes to provide the following services related to the geotechnical engineering design of the causeway and bridge foundations:

1. Review of existing data, including a geotechnical exploration report dated March, 2007 prepared by CDM Smith.
2. Analysis of seismic hazards along the proposed 800 feet of causeway including an assessment of liquefaction susceptibility, settlements and loss of shear strength for soils susceptible to seismically induced softening. CDM Smith shall prepare and submit a *CONSULTANT Seismic Information Request – GDF 002 Form* to SCDOT to obtain spectral acceleration data required for seismic design of the bridge and roadway embankments.
3. Preparation of geotechnical engineering recommendations for the design and construction of approximately 800 feet of new roadway alignment, including an assessment settlements and of static and seismic slope stability for an embankment height of 10 feet.
4. Preparation of geotechnical engineering recommendations for the design of the bridge foundations for the Reeder Point Branch Bridge. This will include an assessment of axial and lateral resistance of driven pile foundations (anticipate HP 12 or 14 inch steel piles) and preliminary drivability analysis.
5. Preparation of recommendations for pavement design.
6. Preparation of geotechnical design report.

Our analyses and design recommendations will be conducted in general accordance with AASHTO LRFD Bridge Design Specifications, 6th Edition. A geotechnical design report will be prepared to provide a summary of our analyses and design recommendations, and six (6) copies of the report will be provided as part of the design package. Our geotechnical engineering services will be provided under the supervision of a senior geotechnical engineer licensed as a Professional Engineer in South Carolina.

SCOPE OF SERVICES
Professional Engineering & Related Services
Richland County

Shop Road Extension

June 29, 2012

c. Roadway Design & Plan Preparation

CONSULTANT will perform the following roadway design and plan preparation tasks for the Pre-Design Survey; Right-of-Way Assessment & Preliminary Design phase:

- CONSULTANT will prepare preliminary design plans including title sheet, pertinent front end sheets, typical section, horizontal alignment, profile, pavement layout, construction limits, cross sections and proposed rights-of-way for COUNTY review.
- Plan & Profile will be prepared at 1"=20 ft Horizontal and 1"=5 ft Vertical
- Cross sections will be prepared every 25 ft
- Incorporate preliminary drainage design;
- Prepare engineer's preliminary construction cost estimate
- Submit preliminary plans and allow *three (3)* week review by COUNTY.

d. Drainage, Sediment & Erosion Control

CONSULTANT will perform the following roadway drainage design tasks for the Preliminary Design phase which includes:

- Coordinate drainage survey needs
- Delineation of watersheds for proposed culverts, ditches and storm drain inlets.
- Develop existing and proposed condition Q's at outfalls.
- Review roadway profile for minimum pipe cover.
- Provide preliminary culvert and ditch sizes to roadway designer
- Provide preliminary quantities and cost estimate
- Determine R/W requirements to satisfy erosion control and water quality permitting

e. FEMA Floodplain and Stream Crossing

- Identify current FEMA floodplain mapping and insurance study.
- Verify size of proposed stream crossing to satisfy FEMA and local floodplain ordinances.
- Preliminary scour analysis and recommendations.

f. Bridge Design Plans

Prepare Type, Size and Location (TS&L) drawing and bridge design criteria document. The bridge type will be a prefabricated, three-sided bridge (CON/SPAN-type or similar structure) supported on a driven pile footing with no requirement for seismic design. This structure is assumed to be defined as a buried structure with no unstable ground conditions (e.g., liquefaction, landslides, and fault displacements) or large ground deformations (e.g., in very soft

SCOPE OF SERVICES
Professional Engineering & Related Services
Richland County

Shop Road Extension

June 29, 2012

ground) per SCDOT design requirements. Based on our previous discussions with SCDOT Midlands RPG engineering staff, we have assumed this bridge type and configuration will be approved at all levels of SCDOT as part of the encroachment permit.

2. Final Design

a. Surveys & Mapping

CONSULTANT will perform the following survey and right-of-way tasks for final design:

- CONSULTANT will prepare a Right-of-Way and Easement Document for each parcel, where acquiring right-of-way is necessary to construct the proposed improvements. CONSULTANT will identify new rights-of-way for each affected parcel by referencing right-of-way lines offset from the surveyed centerline of the roadway. CONSULTANT will provide a brief description of the new right-of-way and will identify the beginning and end stations for each parcel on the Right-of-Way and Easement Document.
- It is assumed that property acquisition will be granted by donation from the property owner for the purpose of constructing the proposed improvements. Determination of total parcel acreage, parcel takes, preparation of ROW Data sheets, preparation of record plats, appraisals, negotiations between the property owner and a right-of-way agent, and condemnation proceedings if necessary are not included in this scope, but can be provided to the COUNTY for an additional fee if required. CONSULTANT *will not* prepare record plats, or metes & bounds descriptions unless requested separately by the COUNTY.
- CONSULTANT will stake the proposed center line by setting rebar pins at the PCs, PTs and POTs at approximately 500 foot intervals.

b. Roadway Design & Plan Preparation

CONSULTANT will perform the following roadway design and plan preparation tasks for the final design:

- Meet with COUNTY to discuss comments to plans;
- Incorporate comments and recommendations provided by the COUNTY from the Preliminary plan review;
- In addition to the sheets prepared for preliminary plans, prepare final plans to include drainage, sedimentation, erosion control pay items and quantity sheet, construction notes & details, pavement markings, special details (if required beyond SCDOT or COUNTY standard details);
- Issue copy of plans to each affected utility;
- Prepare special provisions;
- Update COUNTY boiler plate, Instructions to Bidders, Special Provisions, and Bid tabulations. Compile project manual for review;
- Update the engineer's construction cost estimate;
- Submit final design plans and allow two week review by COUNTY.

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c. Drainage, Sediment & Erosion Control

CONSULTANT will perform the following roadway drainage, sediment & erosion control tasks for the Final design phase, as required, based upon revisions to the proposed roadway plans since the Right-of-Way Acquisition plan submittal:

- Review/revise watershed delineations for drainage features;
- Review/revise proposed condition Q's based upon revised footprint;
- Provide final design of culverts and pipe systems for proposed conditions;
- Roadway ditch analysis and design;
- Sediment and erosion control design for roadway drainage;
- Design of water quality structures as required (Reeder Point Branch is on the SCDHEC 303d list of Impaired Waters);
- Drafting of drainage items onto plans;
- Update preliminary quantities and cost estimate;
- QA/QC of Final drainage plans and calculations;

d. FEMA Floodplain and Stream Crossing

- Finalize hydraulic design of stream crossing structure(s) (if needed)
- Finalize scour analysis and recommendations for stream crossing

e. Bridge Design and Plans

- Final plan and profile drawing
- Final foundation design and plans

3. Permits

The following permits are anticipated for this assignment at this time. Additional permitting beyond these would be considered additional services.

a. SCDOT Encroachment Permit

An SCDOT Encroachment permit will be required for work within SCDOT right-of-way of Pineview Road. CONSULTANT will prepare required drawings and attachments and complete the application on-behalf of the COUNTY. CONSULTANT will respond to all comments and incorporate necessary revisions to the plans or permit information as per SCDOT review of the permit.

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b. Land Disturbance Permit

The Shop Road Extension site is located within Richland County which regulates the MS4 program for discharges to their municipal storm sewer system under the NPDES program. An approved Stormwater Pollution Prevention Plan (SWPPP) will be required for the proposed construction. CDM Smith will provide technical assistance to the COUNTY during the permitting review process as required.

c. Conditional Letter of Map Revision (CLOMR)

Because the proposed roadway extension will cross a FEMA regulated floodplain associated with Reeder Point Branch, approval under the County Floodplain Ordinance as well as an approved CLOMR is recommended prior to construction. An approved CLOMR for the proposed crossing of Reeder Point Branch as well as Reeder Point Branch Tributary (RP-1) adjacent to the site was initiated during the prior work on the site. As such, we anticipate that the stream crossing associated with this project will not require an update or revision to this CLOMR. CONSULTANT will review the updated bridge plans to verify that the previous CLOMR is still applicable to this project. Note that the cost of updating the CLOMR is not included in this scope of work.

d. Letter of Map Revision (LOMR)

Once the roadway extension is constructed, a Letter of Map Revision (LOMR) application should be submitted to FEMA to request revision of the Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study report to reflect the new crossing and associated floodplain and floodway impacts. This application will entail development of an As-built hydraulic model and a topographic work map showing the revised floodplain and floodway boundaries resulting from construction of the new crossing. CONSULTANT will prepare the LOMR application package for the COUNTY to submit to FEMA. We have assumed that the cost of the LOMR application fee (currently \$5,000) will be paid directly by the COUNTY.

e. Jurisdictional Wetland Delineation

The purpose of the jurisdictional wetland/waters delineation is to identify the presence, location and extent of jurisdictional wetland/waters areas within the above referenced tract. A formal wetland/waters delineation is needed for detailed site planning and engineering prior to application for required development and/or impact permitting. Jurisdictional wetlands/waters are regulated by the U.S. Army Corps of Engineers (USACE) and the South Carolina Department of Health and Environmental Control (SCDHEC). Wetland areas must exhibit hydric soils, hydrophytic vegetation and wetland hydrology to be considered jurisdictional. Please note that isolated Federal non-jurisdictional wetlands will be delineated according to the protocol described below for jurisdictional wetlands. Impacts to isolated wetlands generally require coordination with the SCDHEC.

The USACE must verify the wetland/waters delineation for receipt of letter of verification. A survey plat of the site depicting surveyed jurisdictional boundaries must be submitted to the USACE for receipt of a final, accurate letter of verification for the site. The jurisdictional wetland/waters delineation will include the following tasks:

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- Identification and delineation of jurisdictional wetland/waters areas and isolated wetland areas within the site boundaries. The delineation task involves placing colored flagging along the upland/wetland boundary. The delineation of freshwater wetland/waters areas will be performed in accordance with the directives of the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual and the latest applicable USACE Supplement.
- Wetlands will be surveyed in the field with sub-meter GPS system and data will be differentially corrected and post-processed when returned from the field.
- Preparation of USACE Jurisdictional Determination request package, site maps and other suitable supporting information for submittal to the USACE for verification of the flagged wetland/waters boundaries.
- Conducting an on-site visit with USACE representatives, if required, to review the wetland/waters delineation in the field for the purposes of verification.

f. Protected Species Surveying & Reporting

The purpose of the protected species review is to identify the presence of any Federally threatened and endangered species listed for Richland County and/or any suitable habitat for listed species within the boundaries of the project area. This review is generally required by the Federal/State regulatory agencies for projects requiring federal permits from the US Army Corps of Engineers (USACE) per the regulations of *The Endangered Species Act of 1973* and subsequent Section 7 approval. Due to the level of wetland impacts anticipated for the project, the protected species survey will be needed to address potential species and habitat comments from the U.S. Fish and Wildlife Service (USFWS) and the S.C. Department of Natural Resources (SCDNR). A previous review of the project area did not indicate the presence of any documented protected species within the site boundaries. The prior survey will have to be updated and current field conditions documented. The threatened and endangered species survey generally includes the following tasks:

- Coordination with appropriate regulatory agencies and review of natural resources databases including the SCDNR Rare, Threatened & Endangered Species Inventory and the USFWS online species database to determine the presence of any documented threatened/endangered species within the project area or immediately adjacent areas that have been documented since the prior study was conducted.
- On-site habitat assessment and intensive pedestrian field survey for protected species within determined suitable habitat located within the project area.
- An updated report will be prepared describing the habitat types currently located within the project area boundaries, descriptions of the Federally listed species known to occur in the area and the results of the pedestrian survey conducted within suitable habitat within the project boundaries (as required). The updated report of findings will be submitted as a component of the joint State/Federal permit application for the project.

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g. Wetland/Waters of the United States Permitting

CONSULTANT will provide comprehensive wetland permitting services for the proposed project site. Please note that this proposal is based upon permitting for the extension of existing Shop Road to provide access to the site via a crossing over Reeder Point Branch only. This proposal includes the access roadway crossing over Reeder Point Branch and does not include permitting for potential wetland impacts associated with development of the tract or roadways beyond a cul-de-sac or roundabout to be constructed at the terminus of the proposed wetland crossing. Based on the level of anticipated wetland impacts required for the project, authorization for the proposed crossing over Reeder Point Branch will be permitted via a USACE Individual Permit and subsequent Section 401 water quality certification from the SC Department of Health and Environmental Control (SCDHEC). The water quality certification program is generally administered by the SCDHEC Bureau of Water in Columbia, South Carolina.

These services will include reviewing and updating of all pertinent existing information from the prior permitting process for the tract as well as conducting required meetings with resource and regulatory agencies both on- and off-site; preparing and compiling permit application including narratives, exhibits, and compensatory mitigation; responding to public and agency comments regarding wetland impacts and revising permit application material per project revisions.

CONSULTANT will prepare a joint State/Federal permit application for submittal to the USACE for the proposed project. The joint permit application will contain the required USACE permit application forms and drawings depicting the project area, proposed wetland impacts and proposed mitigation (as required). Supporting information to be submitted as components of the joint permit application will include the USACE wetland verification letter and wetland boundary exhibit, protected species survey report and complete compensatory mitigation plan. The mitigation plan will be based on the utilization of established off-site mitigation credits as preferred by the current USACE Mitigation Standard Operating Procedure. The compensatory mitigation plan will contain detailed descriptions and proposed credit allocation of the mitigation. The scope and fees associated with locating and preparing a mitigation plan for a "site/project specific" mitigation tract are not included in this proposal.

CONSULTANT will provide comprehensive management of the permitting process with the USACE and other applicable regulatory agencies. Any comments received during the permit process will be reviewed and required revisions to the joint permit application submittal package will be made accordingly in concert with the applicant. CONSULTANT will coordinate directly with applicable regulatory and commenting agencies regarding responses to the joint permit application and conduct requested project meetings and on-site visits to review the project area in the field, as may be required. No information will be submitted to the regulatory agencies without prior authorization and/or review by applicant.

h. Cultural Resources Survey

CONSULTANT will review previous cultural resources reports prepared for the former Farmers Market site and examine state site files to determine the potential for cultural impacts of the planned roadway. If the area of the Shop Road extension has not adequately surveyed previously, CONSULTANT will perform fieldwork to identify any cultural resources that may exist in this area. If potential archaeological sites are identified, then an addendum archaeological report prepared previously may be needed; otherwise, a brief letter report will be provided discussing the findings of the literature and file review relative to this specific project.

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4. Bidding/Construction Support and Inspection Services

a. Bidding Support

CONSULTANT will perform the following roadway design and plan preparation tasks for the Bid Period phase:

- Meet with COUNTY to discuss comments to plans;
- Incorporate comments and recommendations provided by the COUNTY from the Final plan review and finalize the drawings, project manual and the engineer's construction cost estimate;
- Follow-up with regulatory agencies on all pending permits;
- Provide required copies of all documents to the COUNTY for Bidding;
- Provide assistance to the County in the form of responding to questions from bidders.

b. Construction administration

- The CONSULTANT shall attend the preconstruction conference and respond to questions by the successful contractor pertinent to the CONSULTANT's design.
- The CONSULTANT shall assist the County with responding to Contractor RFIs, technical questions, or design-related issues identified during the construction period.
- The CONSULTANT shall review shop plans or drawings for roadway and bridge submitted by the Contractor during the construction period.
- The CONSULTANT shall review of the Contractor's foundation installation plan related to construction of the bridge foundations for compliance with project design requirements and construction specifications.
- The CONSULTANT shall be responsible for approval of the pile driving criteria developed for the pile installation system proposed by the Contractor.
- The CONSULTANT shall review, field verify, and approve monthly pay applications submitted by the Contractor during the construction period.

c. Construction Engineering Inspection

CONSULTANT will provide construction engineering inspection during construction of the project. Since it is anticipated that this segment of roadway may ultimately be incorporated into SCDOT's roadway system, the inspection work for this project will be performed in accordance with SCDOT requirements.

- CONSULTANT's inspector will be SCDOT certified in the particular area in which they will be monitoring or observing.

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- Inspector will be responsible for inspection and testing procedures in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, and traffic control.
- The inspector will be charged with monitoring the work of the Contractor to ensure compliance with the plans and specifications as well as sampling and testing procedures.
- The inspectors will furnish all necessary equipment to fulfill their testing, sampling and inspection responsibilities including cell phone and vehicle.

5. Deliverables

Preliminary Reviews:

- 2 sets of Preliminary (30%) plans (11"x17") and cost estimate for COUNTY review;
- 2 sets of Final plans (11"x17"), project manual and cost estimate for COUNTY review;
- 1 copy of all permits and attachments for review;
- 1 set of Preliminary (30%) plans (11"x17") to CSX Rail Road.

Final Bid Documents:

- 1 half size and 1 full-size set of final construction plans, project manual and cost estimate for bidding;
- 2 copies all approved permits and attachments;
- 1 copy of each right-of-way and easement documents;
- Engineer's Construction Cost Estimate;
- PDF on disk of final plans and project manual.

As-built Plans and LOMR Application

- CONSULTANT shall provide 1 copy of as-built plans to COUNTY following completion of construction activities. As-built plans shall be hand annotated with approved construction changes incorporated into the final project.
- CONSULTANT shall prepare the LOMR application package reflecting as-built conditions for submission to FEMA by the COUNTY.

6. Tasks not included

The following tasks are considered outside the scope of this work but can be incorporated upon further negotiations with the COUNTY:

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- Analysis and design of a new outfall system to address flooding problems at existing culverts under Shop Road or Pineview Road (if any).
- Prefabricated three-sided bridge unit design, including wingwalls, headwalls, and traffic barriers. Vendor will furnish design and plans for these items as part of shop drawing submittals.

Schedule

We anticipate that the construction plans will be completed within approximately 10 months from NTP issued by the COUNTY, exclusive of delays beyond control of CONSULTANT. The ACOE 404/401 individual permit generally takes a minimum of 6 months to receive. We have assumed a construction schedule of approximately 10 months in our fee estimate.

Compensation

CONSULTANT will provide the above design services to the COUNTY for this work assignment on a LUMP SUM basis broken down as follows:

DESIGN SERVICES

Project Management & Quality Assurance	\$18,600
Surveying & Base Mapping	\$15,600
Roadway Design	\$41,100
Hydraulics/Drainage Design	\$30,900
Bridge Design	\$37,900
Geotechnical Engineering	\$26,100
Environmental Permitting	<u>\$26,200</u>
DESIGN PHASE SUBTOTAL:	\$196,400

CONSTRUCTION PHASE SERVICES

Bidding/Construction Support	\$28,800
Construction Engineering Inspection*	<u>\$178,300</u>
CONSTRUCTION PHASE SUBTOTAL:	\$207,100

TOTAL RECOMMENDED FEE: \$403,500

The lump-sum fee is based on the scope of work outlined above. Any additional work that the COUNTY requests will be performed in accordance with Note that the construction engineering inspection fee estimate is based on an assumed 10-month schedule as identified above. Contractor delays or other delays outside of our control (e.g., weather, etc.) may occur that extend this schedule and our required inspection time. If these delays occur, then CONSULTANT will continue to provide inspection services beyond the original 10-month schedule as requested by the COUNTY in

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accordance with the attached fee schedule. Alternatively, CONSULTANT can provide all construction engineering inspection services on a time and materials basis if the COUNTY prefers.



2012 FEE SCHEDULE

Shop Road Extension Project

Personnel¹

Director / Officer, Per Hour	\$ 250.00
Associate / Project Director; Per Hour	\$ 225.00
Senior Project Manager / Principal, Per Hour	\$ 190.00
Project Manager; Per Hour	\$ 170.00
Senior Engineer / Professional; Per Hour	\$ 150.00
Engineer / Professional, Per Hour	\$ 120.00
Designer, Per Hour	\$ 90.00
CADD Technician, Per Hour	\$ 75.00
Professional Land Surveyor, Per Hour	\$ 150.00
Survey Technician, Per Hour	\$ 80.00
Two Man Survey Crew, Per Hour	\$ 120.00
Three Man Survey Crew, Per Hour	\$ 160.00
GPS Survey Crew, Per Hour	\$ 165.00
Construction Inspector, Per Hour	\$ 70.00
Senior Construction Inspector, Per Hour	\$ 90.00
Administrative Assistant; Per Hour	\$ 65.00

Unit Pricing²

Mileage, Per Mile	Current Federal Rate
Construction Vehicle Lease ³ , Per Month	\$ 1,000.00

Notes:

¹A 150% surcharge will be charged for personnel time associated with preparing and/or providing expert testimony support services.

²Direct expenses will be billed at actual costs plus 10 percent.

³Construction vehicle lease rate will apply to full time construction inspection assignments one month or longer in duration. Standard mileage rate will be applied for inspection assignments less than one month or on a part time basis.

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Project Description

Richland County proposes to extend Shop Road, currently an existing state road (SC 768), beginning at Pineview Road and ending eastward to a point approximately 1000 feet onto the Richland County property that was to become the State Farmers market. Beginning at Pineview Road, the Shop Road extension will consist of a two-way, four lane divided roadway (two lanes in each direction) similar to the existing Shop Road section west of Pineview Road. This new extension will cross an existing creek and wetlands before terminating in a temporary dead end. Ultimately this roadway will provide direct access to future developments within the property, and also may serve as a possible tie in point for the future extension of Shop Road to US 378 (Garners Ferry Road). The exact alignment of the roadway beyond this initial termination point will be determined at a future date based on the planned development(s) and/or future regional transportation planning needs.

Notable features or issues include:

- The property contains an existing stream and wetlands that will be crossed by the new entrance road extension. An individual permit from the Corps of Engineers is anticipated due to the extent of the wetlands impacts.
- The majority of the entrance road will be within existing SCDOT right of way and will require an encroachment permit/maintenance agreement between Richland County and SCDOT.
- Existing Pineview Road may need to be improved to accommodate for turning movements into and out of the property.
- CDM Smith has performed significant studies/design and developed plans for the previous State Farmers Market site. A portion of this work (updated as necessary) will be incorporated into the design of the new entrance road.

Project Standards

The following design standards will be utilized towards execution of this assignment:

- SCDOT Highway Design Manual, 2004 (and applicable revisions)
- SCDOT Standard Specifications for Highway Construction, 2007
- SCDOT Standard Drawings
- AASHTO - A Policy on Geometric Design of Highways & Streets, 2004 (Green Book)
- AASHTO - Guidelines for Geometric Design of Very Low Volume Roads, 2001
- Manual of Uniform Traffic Control Devices, 2009
- SCDOT Bridge Design Manual, 2006 (and applicable revisions)
- SCDOT Seismic Design Specifications for Highway Bridges, 2008
- SCDOT Requirements for Hydraulic Design Studies, May 26, 2009
- SCDHEC NPDES General Permit for Stormwater Discharges from Large and Small Construction Activities, September 1, 2006
- SCDHEC Storm Water Management BMP Field Manual, July 2005
- Richland County Land Development Code (Section 26-106 Floodplain Overlay District)
- AASHTO LRFD Bridge Design Specifications, 6th Edition, 2012

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Scope of Services (Tasks)

CDM Smith ("CONSULTANT") will provide professional pre-construction services to Richland County ("COUNTY") for the planned road as described herein, following SCDOT and County guidelines and practices.

1. Pre-Design Survey; Right-of-Way Assessment & Preliminary Design

a. Surveys & Mapping

CONSULTANT will perform the following survey and mapping tasks:

- Establish primary and secondary survey control using South Carolina State Plane grid coordinates based on the NAD83 Datum and the National Geodetic Vertical Datum (NGVD) 1988 for data collection and reference for future use in project construction.
- The CONSULTANT will conduct field surveys to search and locate detectable property corners immediately adjacent to the existing roadway and obtain pertinent property deeds, plats, tax maps which will be used to establish existing road rights of way. Property owners name and address for properties adjacent to the existing road way will also be obtained. This property information will be limited to data that is part of the County's Tax Assessors public records.
- CONSULTANT will compute the parcel side lines using deeds description, reference plats, existing recoverable property monuments and County tax assessors GIS property files and will incorporate this information into the base map.
- Perform topographic survey and locate permanent structures within the project area. Locate existing features such as pavements, curbs, sidewalks, buildings, above-ground utilities, fences and similar man-made or natural features.
- Perform a break-line survey for development of DTM (triangle file).
- Perform cross sections of existing pavements within 500 feet of the intersection of Pineview Road and Shop Road.
- Survey drainage structure sizes, types, inverts, and materials; and, drainage outfalls. Perform topographic survey (50-foot width) centered over outfalls and culverts and 50 feet past intersection or daylight of pipe.
- Contact Palmetto Utility Protection Services (PUPS) to have subsurface utilities marked on the roadway. CONSULTANT will contact utility companies who are not a member in PUPS directly to obtain record plans or information. Survey PUPS mark-outs and include record information in base map. Subsurface Utility Engineering is not included in this scope of work.
- Prepare a two-dimensional survey map depicting existing condition data.
- Prepare a digital triangle file (TIN).

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b. Geotechnical Investigations & Engineering

CDM Smith has previously conducted a geotechnical engineering exploration at the project site, including nine borings along the previously proposed alignment of the Shop Road Extension causeway over Reeder Point Branch, and a seismic shear wave velocity measurement to characterize the seismic site class at the project site. The causeway borings were drilled and sampled to depths ranging from 30 to 90 feet during November, 2006. The seismic shear wave velocity study was conducted in 2005. Based on conceptual information for the currently proposed construction, we understand that the new causeway including a bridge over the stream will be located in approximately the same footprint as the old alignment. Therefore, we have assumed that no additional subsurface exploration work will be required as part of the current design effort, and our proposed scope of work does not include additional soil borings or laboratory testing. Additionally, we have assumed that the seismic site class at the location of the bridge will be based upon the results of the shear wave velocity measurement study conducted in 2005.

Based on our familiarity with the site, we have assumed that the construction of the causeway may require fill along certain sections of the alignment ranging up to 10 feet in height, and the construction of a new bridge over Reeder Point Branch with one or two spans totaling about 100 feet. CDM Smith proposes to provide the following services related to the geotechnical engineering design of the causeway and bridge foundations:

1. Review of existing data, including a geotechnical exploration report dated March, 2007 prepared by CDM Smith.
2. Analysis of seismic hazards along the proposed 800 feet of causeway including an assessment of liquefaction susceptibility, settlements and loss of shear strength for soils susceptible to seismically induced softening. CDM Smith shall prepare and submit a *CONSULTANT Seismic Information Request – GDF 002 Form* to SCDOT to obtain spectral acceleration data required for seismic design of the bridge and roadway embankments.
3. Preparation of geotechnical engineering recommendations for the design and construction of approximately 800 feet of new roadway alignment, including an assessment settlements and of static and seismic slope stability for an embankment height of 10 feet.
4. Preparation of geotechnical engineering recommendations for the design of the bridge foundations for the Reeder Point Branch Bridge. This will include an assessment of axial and lateral resistance of driven pile foundations (anticipate HP 12 or 14 inch steel piles) and preliminary drivability analysis.
5. Preparation of recommendations for pavement design.
6. Preparation of geotechnical design report.

Our analyses and design recommendations will be conducted in general accordance with AASHTO LRFD Bridge Design Specifications, 6th Edition. A geotechnical design report will be prepared to provide a summary of our analyses and design recommendations, and six (6) copies of the report will be provided as part of the design package. Our geotechnical engineering services will be provided under the supervision of a senior geotechnical engineer licensed as a Professional Engineer in South Carolina.

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c. Roadway Design & Plan Preparation

CONSULTANT will perform the following roadway design and plan preparation tasks for the Pre-Design Survey; Right-of-Way Assessment & Preliminary Design phase:

- CONSULTANT will prepare preliminary design plans including title sheet, pertinent front end sheets, typical section, horizontal alignment, profile, pavement layout, construction limits, cross sections and proposed rights-of-way for COUNTY review.
- Plan & Profile will be prepared at 1"=20 ft Horizontal and 1"=5 ft Vertical
- Cross sections will be prepared every 25 ft
- Incorporate preliminary drainage design;
- Prepare engineer's preliminary construction cost estimate
- Submit preliminary plans and allow *three* (3) week review by COUNTY.

d. Drainage, Sediment & Erosion Control

CONSULTANT will perform the following roadway drainage design tasks for the Preliminary Design phase which includes:

- Coordinate drainage survey needs
- Delineation of watersheds for proposed culverts, ditches and storm drain inlets.
- Develop existing and proposed condition Q's at outfalls.
- Review roadway profile for minimum pipe cover.
- Provide preliminary culvert and ditch sizes to roadway designer
- Provide preliminary quantities and cost estimate
- Determine R/W requirements to satisfy erosion control and water quality permitting

e. FEMA Floodplain and Stream Crossing

- Identify current FEMA floodplain mapping and insurance study.
- Verify size of proposed stream crossing to satisfy FEMA and local floodplain ordinances.
- Preliminary scour analysis and recommendations.

f. Bridge Design Plans

Prepare Type, Size and Location (TS&L) drawing and bridge design criteria document. The bridge type will be a prefabricated, three-sided bridge (CON/SPAN-type or similar structure) supported on a driven pile footing with no requirement for seismic design. This structure is assumed to be defined as a buried structure with no unstable ground conditions (e.g., liquefaction, landslides, and fault displacements) or large ground deformations (e.g., in very soft

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ground) per SCDOT design requirements. Based on our previous discussions with SCDOT Midlands RPG engineering staff, we have assumed this bridge type and configuration will be approved at all levels of SCDOT as part of the encroachment permit.

2. Final Design

a. Surveys & Mapping

CONSULTANT will perform the following survey and right-of-way tasks for final design:

- CONSULTANT will prepare a Right-of-Way and Easement Document for each parcel, where acquiring right-of-way is necessary to construct the proposed improvements. CONSULTANT will identify new rights-of-way for each affected parcel by referencing right-of-way lines offset from the surveyed centerline of the roadway. CONSULTANT will provide a brief description of the new right-of-way and will identify the beginning and end stations for each parcel on the Right-of-Way and Easement Document.
- It is assumed that property acquisition will be granted by donation from the property owner for the purpose of constructing the proposed improvements. Determination of total parcel acreage, parcel takes, preparation of ROW Data sheets, preparation of record plats, appraisals, negotiations between the property owner and a right-of-way agent, and condemnation proceedings if necessary are not included in this scope, but can be provided to the COUNTY for an additional fee if required. CONSULTANT *will not* prepare record plats, or metes & bounds descriptions unless requested separately by the COUNTY.
- CONSULTANT will stake the proposed center line by setting rebar pins at the PCs, PTs and POTs at approximately 500 foot intervals.

b. Roadway Design & Plan Preparation

CONSULTANT will perform the following roadway design and plan preparation tasks for the final design:

- Meet with COUNTY to discuss comments to plans;
- Incorporate comments and recommendations provided by the COUNTY from the Preliminary plan review;
- In addition to the sheets prepared for preliminary plans, prepare final plans to include drainage, sedimentation, erosion control pay items and quantity sheet, construction notes & details, pavement markings, special details (if required beyond SCDOT or COUNTY standard details);
- Issue copy of plans to each affected utility;
- Prepare special provisions;
- Update COUNTY boiler plate, Instructions to Bidders, Special Provisions, and Bid tabulations. Compile project manual for review;
- Update the engineer's construction cost estimate;
- Submit final design plans and allow two week review by COUNTY.

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c. Drainage, Sediment & Erosion Control

CONSULTANT will perform the following roadway drainage, sediment & erosion control tasks for the Final design phase, as required, based upon revisions to the proposed roadway plans since the Right-of-Way Acquisition plan submittal:

- Review/revise watershed delineations for drainage features;
- Review/revise proposed condition Q's based upon revised footprint;
- Provide final design of culverts and pipe systems for proposed conditions;
- Roadway ditch analysis and design;
- Sediment and erosion control design for roadway drainage;
- Design of water quality structures as required (Reeder Point Branch is on the SCDHEC 303d list of Impaired Waters);
- Drafting of drainage items onto plans;
- Update preliminary quantities and cost estimate;
- QA/QC of Final drainage plans and calculations;

d. FEMA Floodplain and Stream Crossing

- Finalize hydraulic design of stream crossing structure(s) (if needed)
- Finalize scour analysis and recommendations for stream crossing

e. Bridge Design and Plans

- Final plan and profile drawing
- Final foundation design and plans

3. Permits

The following permits are anticipated for this assignment at this time. Additional permitting beyond these would be considered additional services.

a. SCDOT Encroachment Permit

An SCDOT Encroachment permit will be required for work within SCDOT right-of-way of Pineview Road. CONSULTANT will prepare required drawings and attachments and complete the application on-behalf of the COUNTY. CONSULTANT will respond to all comments and incorporate necessary revisions to the plans or permit information as per SCDOT review of the permit.

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b. Land Disturbance Permit

The Shop Road Extension site is located within Richland County which regulates the MS4 program for discharges to their municipal storm sewer system under the NPDES program. An approved Stormwater Pollution Prevention Plan (SWPPP) will be required for the proposed construction. CDM Smith will provide technical assistance to the COUNTY during the permitting review process as required.

c. Conditional Letter of Map Revision (CLOMR)

Because the proposed roadway extension will cross a FEMA regulated floodplain associated with Reeder Point Branch, approval under the County Floodplain Ordinance as well as an approved CLOMR is recommended prior to construction. An approved CLOMR for the proposed crossing of Reeder Point Branch as well as Reeder Point Branch Tributary (RP-1) adjacent to the site was initiated during the prior work on the site. As such, we anticipate that the stream crossing associated with this project will not require an update or revision to this CLOMR. CONSULTANT will review the updated bridge plans to verify that the previous CLOMR is still applicable to this project. Note that the cost of updating the CLOMR is not included in this scope of work.

d. Letter of Map Revision (LOMR)

Once the roadway extension is constructed, a Letter of Map Revision (LOMR) application should be submitted to FEMA to request revision of the Flood Insurance Rate Maps (FIRMs) and Flood Insurance Study report to reflect the new crossing and associated floodplain and floodway impacts. This application will entail development of an As-built hydraulic model and a topographic work map showing the revised floodplain and floodway boundaries resulting from construction of the new crossing. CONSULTANT will prepare the LOMR application package for the COUNTY to submit to FEMA. We have assumed that the cost of the LOMR application fee (currently \$5,000) will be paid directly by the COUNTY.

e. Jurisdictional Wetland Delineation

The purpose of the jurisdictional wetland/waters delineation is to identify the presence, location and extent of jurisdictional wetland/waters areas within the above referenced tract. A formal wetland/waters delineation is needed for detailed site planning and engineering prior to application for required development and/or impact permitting. Jurisdictional wetlands/waters are regulated by the U.S. Army Corps of Engineers (USACE) and the South Carolina Department of Health and Environmental Control (SCDHEC). Wetland areas must exhibit hydric soils, hydrophytic vegetation and wetland hydrology to be considered jurisdictional. Please note that isolated Federal non-jurisdictional wetlands will be delineated according to the protocol described below for jurisdictional wetlands. Impacts to isolated wetlands generally require coordination with the SCDHEC.

The USACE must verify the wetland/waters delineation for receipt of letter of verification. A survey plat of the site depicting surveyed jurisdictional boundaries must be submitted to the USACE for receipt of a final, accurate letter of verification for the site. The jurisdictional wetland/waters delineation will include the following tasks:

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- Identification and delineation of jurisdictional wetland/waters areas and isolated wetland areas within the site boundaries. The delineation task involves placing colored flagging along the upland/wetland boundary. The delineation of freshwater wetland/waters areas will be performed in accordance with the directives of the U.S. Army Corps of Engineers 1987 Wetlands Delineation Manual and the latest applicable USACE Supplement.
- Wetlands will be surveyed in the field with sub-meter GPS system and data will be differentially corrected and post-processed when returned from the field.
- Preparation of USACE Jurisdictional Determination request package, site maps and other suitable supporting information for submittal to the USACE for verification of the flagged wetland/waters boundaries.
- Conducting an on-site visit with USACE representatives, if required, to review the wetland/waters delineation in the field for the purposes of verification.

f. Protected Species Surveying & Reporting

The purpose of the protected species review is to identify the presence of any Federally threatened and endangered species listed for Richland County and/or any suitable habitat for listed species within the boundaries of the project area. This review is generally required by the Federal/State regulatory agencies for projects requiring federal permits from the US Army Corps of Engineers (USACE) per the regulations of *The Endangered Species Act of 1973* and subsequent Section 7 approval. Due to the level of wetland impacts anticipated for the project, the protected species survey will be needed to address potential species and habitat comments from the U.S. Fish and Wildlife Service (USFWS) and the S.C. Department of Natural Resources (SCDNR). A previous review of the project area did not indicate the presence of any documented protected species within the site boundaries. The prior survey will have to be updated and current field conditions documented. The threatened and endangered species survey generally includes the following tasks:

- Coordination with appropriate regulatory agencies and review of natural resources databases including the SCDNR Rare, Threatened & Endangered Species Inventory and the USFWS online species database to determine the presence of any documented threatened/endangered species within the project area or immediately adjacent areas that have been documented since the prior study was conducted.
- On-site habitat assessment and intensive pedestrian field survey for protected species within determined suitable habitat located within the project area.
- An updated report will be prepared describing the habitat types currently located within the project area boundaries, descriptions of the Federally listed species known to occur in the area and the results of the pedestrian survey conducted within suitable habitat within the project boundaries (as required). The updated report of findings will be submitted as a component of the joint State/Federal permit application for the project.

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g. Wetland/Waters of the United States Permitting

CONSULTANT will provide comprehensive wetland permitting services for the proposed project site. Please note that this proposal is based upon permitting for the extension of existing Shop Road to provide access to the site via a crossing over Reeder Point Branch only. This proposal includes the access roadway crossing over Reeder Point Branch and does not include permitting for potential wetland impacts associated with development of the tract or roadways beyond a cul-de-sac or roundabout to be constructed at the terminus of the proposed wetland crossing. Based on the level of anticipated wetland impacts required for the project, authorization for the proposed crossing over Reeder Point Branch will be permitted via a USACE Individual Permit and subsequent Section 401 water quality certification from the SC Department of Health and Environmental Control (SCDHEC). The water quality certification program is generally administered by the SCDHEC Bureau of Water in Columbia, South Carolina.

These services will include reviewing and updating of all pertinent existing information from the prior permitting process for the tract as well as conducting required meetings with resource and regulatory agencies both on- and off-site; preparing and compiling permit application including narratives, exhibits, and compensatory mitigation; responding to public and agency comments regarding wetland impacts and revising permit application material per project revisions.

CONSULTANT will prepare a joint State/Federal permit application for submittal to the USACE for the proposed project. The joint permit application will contain the required USACE permit application forms and drawings depicting the project area, proposed wetland impacts and proposed mitigation (as required). Supporting information to be submitted as components of the joint permit application will include the USACE wetland verification letter and wetland boundary exhibit, protected species survey report and complete compensatory mitigation plan. The mitigation plan will be based on the utilization of established off-site mitigation credits as preferred by the current USACE Mitigation Standard Operating Procedure. The compensatory mitigation plan will contain detailed descriptions and proposed credit allocation of the mitigation. The scope and fees associated with locating and preparing a mitigation plan for a "site/project specific" mitigation tract are not included in this proposal.

CONSULTANT will provide comprehensive management of the permitting process with the USACE and other applicable regulatory agencies. Any comments received during the permit process will be reviewed and required revisions to the joint permit application submittal package will be made accordingly in concert with the applicant. CONSULTANT will coordinate directly with applicable regulatory and commenting agencies regarding responses to the joint permit application and conduct requested project meetings and on-site visits to review the project area in the field, as may be required. No information will be submitted to the regulatory agencies without prior authorization and/or review by applicant.

h. Cultural Resources Survey

CONSULTANT will review previous cultural resources reports prepared for the former Farmers Market site and examine state site files to determine the potential for cultural impacts of the planned roadway. If the area of the Shop Road extension has not adequately surveyed previously, CONSULTANT will perform fieldwork to identify any cultural resources that may exist in this area. If potential archaeological sites are identified, then an addendum archaeological report prepared previously may be needed; otherwise, a brief letter report will be provided discussing the findings of the literature and file review relative to this specific project.

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4. Bidding/Construction Support and Inspection Services

a. Bidding Support

CONSULTANT will perform the following roadway design and plan preparation tasks for the Bid Period phase:

- Meet with COUNTY to discuss comments to plans;
- Incorporate comments and recommendations provided by the COUNTY from the Final plan review and finalize the drawings, project manual and the engineer's construction cost estimate;
- Follow-up with regulatory agencies on all pending permits;
- Provide required copies of all documents to the COUNTY for Bidding;
- Provide assistance to the County in the form of responding to questions from bidders.

b. Construction administration

- The CONSULTANT shall attend the preconstruction conference and respond to questions by the successful contractor pertinent to the CONSULTANT's design.
- The CONSULTANT shall assist the County with responding to Contractor RFIs, technical questions, or design-related issues identified during the construction period.
- The CONSULTANT shall review shop plans or drawings for roadway and bridge submitted by the Contractor during the construction period.
- The CONSULTANT shall review of the Contractor's foundation installation plan related to construction of the bridge foundations for compliance with project design requirements and construction specifications.
- The CONSULTANT shall be responsible for approval of the pile driving criteria developed for the pile installation system proposed by the Contractor.
- The CONSULTANT shall review, field verify, and approve monthly pay applications submitted by the Contractor during the construction period.

c. Construction Engineering Inspection

CONSULTANT will provide construction engineering inspection during construction of the project. Since it is anticipated that this segment of roadway may ultimately be incorporated into SCDOT's roadway system, the inspection work for this project will be performed in accordance with SCDOT requirements.

- CONSULTANT's inspector will be SCDOT certified in the particular area in which they will be monitoring or observing.

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- Inspector will be responsible for inspection and testing procedures in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, and traffic control.
- The inspector will be charged with monitoring the work of the Contractor to ensure compliance with the plans and specifications as well as sampling and testing procedures.
- The inspectors will furnish all necessary equipment to fulfill their testing, sampling and inspection responsibilities including cell phone and vehicle.

5. Deliverables

Preliminary Reviews:

- 2 sets of Preliminary (30%) plans (11"x17") and cost estimate for COUNTY review;
- 2 sets of Final plans (11"x17"), project manual and cost estimate for COUNTY review;
- 1 copy of all permits and attachments for review;
- 1 set of Preliminary (30%) plans (11"x17") to CSX Rail Road.

Final Bid Documents:

- 1 half size and 1 full-size set of final construction plans, project manual and cost estimate for bidding;
- 2 copies all approved permits and attachments;
- 1 copy of each right-of-way and easement documents;
- Engineer's Construction Cost Estimate;
- PDF on disk of final plans and project manual.

As-built Plans and LOMR Application

- CONSULTANT shall provide 1 copy of as-built plans to COUNTY following completion of construction activities. As-built plans shall be hand annotated with approved construction changes incorporated into the final project.
- CONSULTANT shall prepare the LOMR application package reflecting as-built conditions for submission to FEMA by the COUNTY.

6. Tasks not included

The following tasks are considered outside the scope of this work but can be incorporated upon further negotiations with the COUNTY:

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- Analysis and design of a new outfall system to address flooding problems at existing culverts under Shop Road or Pineview Road (if any).
- Prefabricated three-sided bridge unit design, including wingwalls, headwalls, and traffic barriers. Vendor will furnish design and plans for these items as part of shop drawing submittals.

Schedule

We anticipate that the construction plans will be completed within approximately 10 months from NTP issued by the COUNTY, exclusive of delays beyond control of CONSULTANT. The ACOE 404/401 individual permit generally takes a minimum of 6 months to receive. We have assumed a construction schedule of approximately 10 months in our fee estimate.

Compensation

CONSULTANT will provide the above design services to the COUNTY for this work assignment on a LUMP SUM basis broken down as follows:

DESIGN SERVICES

Project Management & Quality Assurance	\$18,600
Surveying & Base Mapping	\$15,600
Roadway Design	\$41,100
Hydraulics/Drainage Design	\$30,900
Bridge Design	\$37,900
Geotechnical Engineering	\$26,100
Environmental Permitting	<u>\$26,200</u>
DESIGN PHASE SUBTOTAL:	\$196,400

CONSTRUCTION PHASE SERVICES

Bidding/Construction Support	\$28,800
Construction Engineering Inspection*	<u>\$178,300</u>
CONSTRUCTION PHASE SUBTOTAL:	\$207,100

TOTAL RECOMMENDED FEE: \$403,500

The lump-sum fee is based on the scope of work outlined above. Any additional work that the COUNTY requests will be performed in accordance with Note that the construction engineering inspection fee estimate is based on an assumed 10-month schedule as identified above. Contractor delays or other delays outside of our control (e.g., weather, etc.) may occur that extend this schedule and our required inspection time. If these delays occur, then CONSULTANT will continue to provide inspection services beyond the original 10-month schedule as requested by the COUNTY in

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accordance with the attached fee schedule. Alternatively, CONSULTANT can provide all construction engineering inspection services on a time and materials basis if the COUNTY prefers.



2012 FEE SCHEDULE

Shop Road Extension Project

Personnel¹

Director / Officer, Per Hour	\$ 250.00
Associate / Project Director; Per Hour.....	\$ 225.00
Senior Project Manager / Principal, Per Hour	\$ 190.00
Project Manager; Per Hour.....	\$ 170.00
Senior Engineer / Professional; Per Hour	\$ 150.00
Engineer / Professional, Per Hour.....	\$ 120.00
Designer, Per Hour	\$ 90.00
CADD Technician, Per Hour	\$ 75.00
Professional Land Surveyor, Per Hour	\$ 150.00
Survey Technician, Per Hour.....	\$ 80.00
Two Man Survey Crew, Per Hour.....	\$ 120.00
Three Man Survey Crew, Per Hour.....	\$ 160.00
GPS Survey Crew, Per Hour.....	\$ 165.00
Construction Inspector, Per Hour.....	\$ 70.00
Senior Construction Inspector, Per Hour.....	\$ 90.00
Administrative Assistant; Per Hour.....	\$ 65.00

Unit Pricing²

Mileage, Per Mile	Current Federal Rate
Construction Vehicle Lease ³ , Per Month.....	\$ 1,000.00

Notes:

¹A 150% surcharge will be charged for personnel time associated with preparing and/or providing expert testimony support services.

²Direct expenses will be billed at actual costs plus 10 percent.

³Construction vehicle lease rate will apply to full time construction inspection assignments one month or longer in duration. Standard mileage rate will be applied for inspection assignments less than one month or on a part time basis.

Richland County Council Request of Action

Subject

Automated GIS-Based Tracking Software for Land Development [*Deferred at April 3rd Council meeting*] [**PAGES 108-112**]

Richland County Council Request of Action

Subject: Automated GIS-based Tracking Software for Land Development

A. Purpose

County Council is requested to permit staff to select a vendor and negotiate a contract to implement a software system for managing land development and permitting operations among several County departments. This would be Phase I of the project, with the potential for Phase II (replacement of Ombudsman's Office system) and Phase III (replacement of Business Service system); if a determination is made that increased functionality would be provided by the selected vendor's software system. A Request for Proposals (RC-012-P-1112) was published October 20, 2011.

B. Background / Discussion

Staff has conducted a Development Review Process Analysis of operations related to land development and permitting functions. The review has included a survey of current business practices and suggested changes to improve operations. This activity has also included input from the development community. As many of the current documented business processes are not supported by contemporary technology and others rely on disjointed applications of limited functionality, staff is seeking to employ a system to comprehensively manage the life cycle of land development and permitting in Richland County. The system is expected to provide accessibility and accountability for procedures starting with initial development proposals and culminating in project inspection and completion. Items required of the system include mapping functions to review zoning and neighborhood issues, inspection management, and mobile access for staff and citizens. Because many of the automated systems integrate work-order management from an enterprise perspective, possible second and third phase implementations could include the Ombudsman and Business License Departments.

The use of geographical information system (GIS) for land development was included in the GIS Implementation Plan and associated capital plan. The GIS Goal for this area is to utilize GIS to assist in land analysis for comprehensive planning and development review; land use analysis for zoning and future planning; and field operations related to building inspection and permitting activity.

C. Financial Impact

The funds to support this expenditure are designated in the GIS Capital Bond account. The resulting system was described in the GIS Implementation Plan for which bond funds were designated. The cost of software, services, implementation, training, and initial maintenance are covered by the original bond funds.

Total cost for this request will be finalized through contract negotiations and brought to County Council for approval.

D. Alternatives

1. Approve the request to select a vendor and negotiate a contract for a GIS-based tracking system for land development operations.
2. Do not approve the request and continue operations with existing processes and disparate software, as available.

E. Recommendation

It is recommended that Council approve the request to select a vendor and negotiate a contract for a GIS-based tracking system for land development operations. Total costs and the selected vendor will be brought to Council for approval.

Recommended by:

Department:

Date:

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 2/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a funding decision for council however there are funds remaining from the GIS bond as stated.

Procurement

Reviewed by: Rodolfo Callwood

Date: 2/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Sparty Hammett

Date: 2/21/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the request to select a vendor and negotiate a contract for a GIS-based tracking system for land development operations. Total costs and the selected vendor will be brought to Council for approval. A state-of-the art information system is a vital need in improving the efficiency and effectiveness of land development-related operations.

Richland County Government

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



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

Office of the County Administrator

MEMORANDUM

TO: Members, Richland County Council
FROM: Sparty Hammett, Assistant County Administrator
SUBJECT: GIS-Based Tracking Software Vendor Selection
DATE: July 27, 2012

The 11-member Selection Committee for the GIS-Based Tracking software unanimously selected CRW Systems, Inc. The selection was made after a very detailed review of the systems for the vendors that responded to the Request for Proposals. The extensive review included various software demonstrations and site visits to the vendors' existing clients. The CRW system will replace stand-alone information systems in Building Inspections, Fire Marshal's Office, Planning and Development Services, and Public Works, which will take place in Phase I. Phase II will replace the One-Stop system in the Ombudsman's Office, and a potential Phase III would replace the existing system within the Business Service Center.

We are requesting authorization to negotiate with CRW Systems, Inc. for a not to exceed amount of \$1,289,454. This price would include all software and implementation costs, as well as 5-years of annual maintenance on the system. Funding is available within the GIS bond.

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186, Green Code Standards; so as to clarify said standards **[FIRST READING] [PAGES 113-127]**

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___-12HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-186, GREEN CODE STANDARDS; SO AS TO CLARIFY SAID STANDARDS.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-186; is hereby amended to read as follows:

Sec. 26-186. Green Code standards.

- (a) *Purpose.* Green Code standards are intended to ~~encourage result in~~ the development of residential communities ~~based upon the Comprehensive Plan for Richland County, and~~ which are designed to:
- (1) Preserve and protect environmental resources, scenic vistas, and natural and cultivated landscapes; and
 - (2) Enhance land, water, air and tree resources by minimizing the area of land disturbance, reducing impervious surface, ~~optimizing protecting~~ stream buffers, preserving tree cover and ~~encouraging retention and protection of designating and protecting~~ Conservation Areas; and
 - (3) Reduce infrastructure maintenance costs as a result of efficient community design; and
 - (4) Provide ~~a~~ Conservation Areas and pedestrian linkages and wildlife corridors among residential communities and to ~~encourage facilitate~~ recreation opportunities; and
 - (5) Preserve significant historical, cultural and archeological features; and to preserve and protect contiguous undeveloped areas within the development.
- (b) *Applicability/Establishment.* The owner of property within an RU, RR, RS-E, RS-LD, RS-MD, ~~RS-HD, or~~ MH, ~~RM-MD, RM-HD, or CC~~ zoning district may apply the development standards found within this section, in lieu of the development standards set forth for the applicable zoning district, subject to meeting the requirements of this section.

- (c) *Application.* A property owner desiring to use the development standards of this section must first submit an application to the Planning ~~d~~Department. The application shall be accompanied by an “Existing Features Site Analysis Plan” (see subsection (e), below), and a “Concept Plan” (see subsection (f), below). An application will not be accepted if the property has been clear-cut (i.e. marketable timber has been removed; provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months. In addition, property must utilize a public sanitary sewer, unless the owner obtains prior approval from DHEC to utilize a well and septic tank system.
- (d) *Approval by the County’s ~~Soil and Water Conservation~~ Department.* A Conservation Area that delineates the land that is to be set aside for conservation purposes must be certified and accepted by the Richland County ~~Soil and Water Conservation~~ ~~d~~Department. The Planning ~~d~~Department shall submit this information to the ~~Soil and Water Conservation~~ ~~d~~Department for review.
- (e) *Existing Features Site Analysis Plan.* ~~At time of development, and prior to preparing the~~ Along with submittal of a Concept Plan, an Existing Features Site Analysis Plan, sealed by a registered engineer or landscape architect, shall be prepared and submitted by the applicant or developer.
- (1) The purposes of the Existing Features Site Analysis Plan are to:
- a. Delineate areas that have been identified as worthy of permanent protection as a Conservation Area because of their environmental values.
 - ~~b. Set forth the particulars of the site, including boundary, topographic data (minimum 2 foot contour intervals), existing structures and utility easements. County topographical data, current GIS data other published data will be acceptable.~~
 - eb. Provide the starting point for design of the conservation subdivision with built areas being designed as separate from the areas delineated as worthy of permanent protection.
- (2) The Existing Features Site Analysis Plan shall include, at a minimum, the following information:
- a. ~~Perennial and intermittent streams, wetlands, and FEMA designated 100 Year Flood Hazard Zones. The source of this information shall also be indicated. USACE approved delineation is not required. Delineation of stream buffers along intermittent streams and perennial streams.~~ The particulars of the site,

including boundary, topographic data (minimum 2 foot contour intervals), existing structures, and utility easements. (County topographical data, current GIS data, and other published data will be accepted). The required buffers are:

~~For an Intermittent stream — a 25 foot buffer on each side, and~~

~~For a Perennial stream — a 50 foot buffer on each side.~~

~~For a delineated wetland area — a 50 ft buffer.~~

- ~~b. Identification of tree lines, native woodlands, open fields or meadows, peaks or rock outcroppings, and prime agricultural land. 100 year Floodplain.~~
- ~~c. Delineation of tree resource areas by type, such as hardwoods, pines or mixed; and old or new growth, as determined by existing and published data. Riparian buffers (include Water Quality buffers consistent with Section 26-187).~~
- ~~d. Delineation of steep slope areas (25% or greater). The plan shall provide for protective vegetative cover on slopes greater than forty percent (40%). Cemeteries and burial grounds.~~
- ~~e. Identification of historical, archeological or other significant features. Protected trees, as identified in Section 26-176(k)(1).~~
- ~~f. Identification of the Conservation Area, Open Space, or common areas contiguous to the project. Delineation of steep slope areas (25% or greater). The plan shall provide for protective vegetative cover on slopes greater than forty percent (40%).~~
- ~~g. Identification of protected plant species as listed by the South Carolina Department of Natural Resources, to be certified by a registered landscape architect, forester, arborist, biologist, botanist or horticulturist. Wetlands, including isolated wetlands.~~
- ~~h. The plan also shall include a notarized statement by the landowner that marketable timber has not been removed (provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty four (24) months within stream and/or wetland buffer areas in the previous twenty four (24) months prior to the approval of a Concept Plan. Archeological sites, historic sites and features eligible for or listed in the National Register of Historic Places.~~

i. Identification of the Conservation Area, Open Space, or common areas contiguous to the project, including open space corridors of twenty-five (25) feet or greater and all easements.

j. Rare, threatened, or endangered species/habitats, as identified by federal and/or state listings.

k. Scenic view sheds.

l. Unique natural features.

m. Forestlands and prime agricultural lands.

(3). The plan also shall include a notarized statement by the landowner that marketable timber has not been removed (provided, however, thinning of pine timber is permitted pursuant to a certified forest management plan, with such plan addressing reforestation) within the past twenty-four (24) months within stream and/or wetland buffer areas in the previous twenty-four (24) months prior to the approval of a Concept Plan.

(f) *Concept Plan.* At time of development application, a Concept Plan shall be submitted by the developer for review and approval in accordance with the requirements and procedures of this chapter. A Concept Plan shall consist of either a site plan or a sketch plan, including the following information:

- (1) Delineation and specifications of a Conservation Area, including calculations, and any "Neighborhood Greens," play areas, or trail system to be constructed.
- (2) A typical detail on the plan indicating minimum lot width, building setback lines, off-street parking, street trees, sidewalks, and street pavement and right-of-way width.
- (3) Minimum ~~L~~lot width area and percent of floodplain specifications in tabular form; and density calculations (gross and net).

(g) *Conservation Area Requirements.* In order to use the development standards of this section, the Conservation Area shall meet the following requirements:

(1) *Minimum.* A minimum of ten percent (10%) Conservation Area is required for use of the standards set forth herein.

(+2) *Delineation.* Priority shall be given in delineating Conservation Areas as those areas of significance identified in the Existing Features Site Analysis Plan, around which the built areas are designed.

(23) *Undeveloped and Natural.* The Conservation Area shall remain undeveloped and natural except for the provision of non-motorized passive recreation opportunities, such as running, walking, biking, and similar outdoor activities. Trail construction and maintenance activities shall be allowed, including trail markers and routine mowing. For trail systems, boardwalks are allowed. Trail wetland and stream bank mitigation projects are also permitted. Natural vegetation shall not be disturbed, except for utility crossings within the required buffers.

a. “Primary Conservation Areas” ~~are required to be included in the Conservation Area. These areas~~ shall be covered by a provision for permanent protection and shall include 100-Year floodplains, stream buffer zones, and slopes greater than forty percent (40%) consisting of a contiguous area of at least 5,000 square feet, wetlands, endangered or threatened species or their habitat, archeological sites, cemeteries or burial grounds.

b. “Secondary Conservation Areas” are features that are acceptable and desirable for Conservation Area designation, and may be covered by the provisions for permanent protection. These include important historic sites, existing healthy, native forests of at least one (1) contiguous acre, scenic view sheds, peaks and rock outcroppings, prime agriculture lands consisting of at least five (5) contiguous acres, and existing trails that connect the tract to neighboring areas. Also considered Secondary Conservation Areas are “Neighborhood Greens”, ~~and~~ storm water management facilities and practices, buffer transition yards and street frontage buffers, and these may be constructed and maintained in the Conservation Area. However, “Neighborhood Greens” shall not exceed twenty percent (20%) of the total required Conservation Area.

c. Proposed Permanent Lakes that will be used for wet detention shall be credited at fifty percent (50%) of the land area.

d. Existing lakes that are used for stormwater detention shall be credited at one hundred percent (100%), and no more than fifty percent (50%) of land area located within a proposed permanent wet stormwater basin may be credited.

e. Buffer transition yards, required as set forth in this section, shall be credited.

f. Street frontage buffers, required as set forth in this section, shall be credited.

(34) *Exclusions.* The following features are excluded from the minimum amount of Conservation Area that must be set aside:

- a. Residential yards.
- b. Impervious surfaces in recreation areas shall not be credited.
- c. Land area within power, gas pipeline easements, sewer line easements or pump stations shall not be credited unless these easements contain sensitive areas and are approved for common use areas.
- d. Land area devoted to public or private streets or any land that has been, or is to be, conveyed to a public agency for such use as parks, schools, or other public facilities, shall not be credited.
- e. Dry stormwater detention basins shall not be credited.

(45) *Ownership of Conservation Areas.* ~~Prior to any building permits being issued for the subdivision, t~~The Conservation Area that is delineated on the Bonded or Final Plat shall be permanently protected by ~~either one or both of~~ the following options:

- ~~a. Option 1. Conveyance to Qualified Organizations or Entities. Except for "Neighborhood Greens," developed recreation areas or Secondary Conservation Areas not desired for permanent protection, the Conservation Area shall be permanently protected by the: 1) recording of a covenant or conveyance of an easement which runs in perpetuity under South Carolina law in favor of any corporation, trust, or other organization holding land for the use of the public or certain governmental entities; or 2) conveyance of a conservation easement running in perpetuity to a third party "qualified organization" recognized by Federal Treasury Regulation Section 1.170A-14(c)(1). Qualified organizations recognized by this Treasury Regulation include, but may not be limited to, governmental entities, local and national land trusts, or other conservation groups that are organized or operated primarily or substantially for one of the conversation purposes specified in the Internal Revenue Code. Governmental entities that qualify to be named in covenants or to receive conservation easements under the Treasury Regulation referred to above for purposes of this section shall include the Federal government, the State of South Carolina, Richland County, or authorities of the State of South Carolina or Richland County. If a covenant is recorded or an easement conveyed in favor of a governmental entity, formal~~

~~acceptance by the governmental entity or qualified conservation organization shall be obtained prior to the recording of the covenant or conveyance of the easement. The developer shall record the necessary legal instrument to accomplish protection of the Conservation Area prior to, or concurrent with, the recording of the Final Plat. Both the deed and the Final Plat shall contain, at a minimum, the following covenant:~~

~~“The Conservation Area conveyed by deed and shown on the Final Plat shall remain permanently protected and shall not be disturbed or cleared except to clean up storm damage, or to create or maintain hiking trails, and shall have the following goals: 1) protection of streams, floodplains and wetlands; 2) protection of steep slopes; 3) protection of woodlands, open fields and meadows; 4) protection of historical and archeological features; 5) protection of significant wildlife habitats; 6) protection of scenic vistas; and 7) passive recreation and connectivity with nearby open spaces. The following uses may be allowed: passive recreational amenities, such as pervious-surface paths and minimal parking spaces; picnic and restroom facilities (constructed facilities shall not exceed fifteen percent (15%) of the Conservation Area). This covenant is intended to benefit said area to the public and the use of same to the subdivision lot owners and residents, and it shall run in perpetuity.”~~

~~ab. Option 2. Conveyance to the Property Owners' Association.~~ A deed conveying ownership of the Conservation Area in fee-simple to a property owner's association shall be recorded and delivered prior to, or concurrent with, the recording of the Bonded or Final Plat for the first phase of the subdivision. The legal instrument shall contain, at a minimum, ~~the same language required to be placed on a deed as stated in Option 1 of this Section~~ following:

~~“The Conservation Area conveyed by deed and shown on the Bonded or Final Plat shall remain permanently protected and shall not be disturbed or cleared except to clean up storm damage, or to create or maintain hiking trails, and shall have the following goals: 1) protection of streams, floodplains and wetlands; 2) protection of steep slopes; 3) protection of woodlands, open fields and meadows; 4) protection of historical and archeological features; 5) protection of significant wildlife habitats; 6) protection of scenic vistas; and 7) passive recreation and connectivity with nearby open spaces. The following uses may be allowed: passive recreational amenities, such as pervious-surface paths and minimal parking spaces; picnic and restroom facilities (constructed facilities shall not exceed fifteen percent (15%) of the Conservation Area). This~~

covenant is intended to benefit said area to the public and the use of same to the subdivision lot owners and residents, and it shall run in perpetuity.”

b. The property owner’s association bylaws or covenants, at a minimum, shall contain the following provisions:

1. Governance of the association.
2. Lien rights to the association for maintenance expenses and tax obligations.
3. Responsibility for maintenance of the open space, including, if applicable, low impact development stormwater management mechanisms.
4. Responsibility for insurance and taxes.
5. Automatic compulsory membership of all lot purchasers and their successors; and compulsory assessments.

c. Conditions and timing of transferring control of the association from the developer to the lot owners.

d. The property owner’s association, or other entity approved in advance by the Planning department, shall be responsible for the continuous maintenance and/or preservation of buffers, Conservation Area, trails and recreation areas.

(h) *Development Requirements.* Subdivisions shall meet the following requirements:

- (1) Minimum Subdivision Size: 2 contiguous acres.
- (2) Lot Area: No minimum.
- (3) Minimum Yard Areas (Setbacks):
 - a. Front: 20 feet; provided, however, the front yard setback may be reduced to 5 feet if dwellings are provided side or rear entry garages.
 - b. Rear: 20 feet.
 - c. Side: 5 feet.
 - d. Corner lots secondary side ½ front or 10 feet

- e. For alley loaded developments:
 - Front: 10 feet
 - Rear: 15 feet
 - Side: 3 feet, 6 feet combined
 - Corner lots secondary side 10 feet
- f. For a zero “lot line” development:
 - Front: 15 feet
 - Rear: 15 feet
 - Side: 0 feet, 6 feet combined
 - Corner lots secondary side 7 1/2 feet

(4) Buffer Transition Yards: Buffer transition yards are required to provide separation and screening between land uses of different impact. The buffer transition yard may count towards Conservation Area calculations.

- a. Minimum Requirements: All applications of this code shall:
 - 1. Be designated as “High Impact Residential Use” as the Proposed Use per Section 26-176(f)(3).
 - 2. Require a minimum buffer transition yard width of twenty-five (25) feet.
 - 3. Consist of natural vegetation.
- b. Specifications and Exclusions: Open or common areas may be used to meet the buffer transition yard requirements, so long as they are natural, vegetative, or provide passive recreation. Active recreation areas, such as pools and playgrounds, are excluded from use in a buffer transition yard.
- c. Determination of buffer transition yard requirements: To determine the buffer transition yard required between two (2) adjacent land uses, the following procedure shall be followed:
 - 1. Identify the existing adjacent land use as set forth in Table VII-6 of Section 26-176(f)(3).
 - 2. Determine the type of buffer transition yard required on each boundary (or segment thereof) of the subject parcel by referring to Table VII-7 of Section 26-176(f)(4).

3. Identify the buffer transition yard planting requirements for the required yard type as set forth in Table VII-8 of Section 26-176(f)(5).
- d. Location: As set forth in Section 26-176(f)(2)(a) and (b), Residential yards (front, side or rear) shall not apply towards buffer transition yards.
- e. Buffer yard credits: All existing healthy, mature trees retained in buffer areas, can be credited toward meeting the buffer yard requirements, upon determination that adequate screening is provided. This may require a field visit and determination by the Planning Department.
- f. Buffer yard reductions: Reductions of the minimum transition buffer yard widths are not permitted.
- g. Buffer material specifications: As set forth in Section 26-176(f)(7).
- (45) Street Frontage Buffer along existing roads: Twenty-five (25) feet in width (not part of any building lot). The street frontage buffer shall remain undisturbed and natural, except for entrance features, necessary street construction activities, right-of-way crossings, public utility easements, and corner right-of-way miters or radii. If the required street frontage buffer is void of vegetation, it shall be planted in accordance to landscape buffer type “A” to provide an effective visual screen, which may include landscaped berms and decorative fences. The street frontage buffer may be counted towards Conservation Area calculations.
- (56) Maximum Height: Three (3) stories above ground level. (For the purpose of this subparagraph, “ground level” shall mean: the average finished ground elevation at the base of a structure to the highest point of the roof of the structure; provided that spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housing, mechanical equipment, or other such structures that are placed above roof level and are not intended for human occupancy, shall not be subject to height limitations).
- (67) Yards: Front yards shall be stabilized with sod. All other disturbed areas on dwelling lots shall be stabilized with sod, or landscaped with mulch and native plants for landscaping and stabilization of the entire lot.
- (78) Street trees shall be provided along all roads at intervals of ~~twenty-five (25)~~ thirty-five (35) feet and shall be 2½ inch caliper/10 feet in height at time of planting.

(89) Proposed utilities shall be located underground.

(910) Community streets shall be as follows: set forth in Section 26-181.

~~a. Main Roads twenty four (24) feet pavement width with 1.5 feet minimum rolled curb.~~

~~b. Park Roads seventeen (17) feet pavement width with 1.5 feet minimum rolled curb. On cul-de-sac bulbs, the inside curb shall be one (1) foot ribbon curb.~~

~~c. Street Lighting if street lighting is proposed, a pedestrian scale shall be utilized (maximum 12 feet in height).~~

~~d. All streets shall conform to Richland County standards for pavement section, horizontal and vertical curvature. All streets in the community will have sidewalks on at least one side.~~

(11) ~~e.~~ Sidewalks shall provide access to community trail systems. All sidewalks shall be a minimum of five (5) feet wide and meet ADA standards. Sidewalks shall be setback five (5) feet from the curb, providing a grass or landscaped buffer between the sidewalk and roadway.

(+012) Storm water management. Where possible, detention shall be accomplished in wet ponds. In addition, low impact development (LID) options shall be utilized when feasible throughout the community. However, in either case, storm water controls shall meet Richland County's standards. LID stormwater mechanisms, such as grassy cul-de-sacs and neighborhood greens shall be owned and maintain by the Home Owners' Association.

(+113) Pervious material may be used for sidewalks and driveways. The maximum impervious surface allowed is fifty percent (50%) of the developed area.

~~(12) Certification shall be issued by the Richland County Council for the completion of development that meets the within Green code standards, which enhances the environment, improves our quality of life, and prioritizes Green Development.~~

(i) *Density.* The residential gross density in each zoning district is established in other sections of this Code; provided, however, bonus density shall be granted based on meeting ~~open space e~~Conservation Area targets as follows:

~~—30% required minimum open space—10% bonus density~~

- ~~—40% open space provided—20% bonus density~~
- ~~—50% open space provided—30% bonus density~~

~~Density bonus can be applied on a pro rata basis for open space amounts falling between the benchmarks.~~

Conservation Area on Parcel	Density Bonus Allowed (%)					
	RU	RR	RS-E	RS-LD	RS-MD	MH
30%*	10%	10%	10%	10%	10%	10%
40%	20%	20%	20%	15%	15%	15%
50% or more	30%	30%	30%	20%	20%	20%

*No density bonuses are applied for Conservation Areas of less than 30%.

Applying these gross bonuses will yield the densities shown on the following table.

Conservation Area on Parcel	Gross Density					
	RU	RR	RS-E	RS-LD	RS-MD	MH
30%*	1.45	1.45	2.40	3.99	5.63	6.60
40%	1.58	1.58	2.62	4.17	5.89	6.90
50% or more	1.72	1.72	2.83	4.36	6.14	7.20

*No density bonuses are applied for Conservation Areas of less than 30%.

The maximum net density shall be no greater than 7.00 dwelling units per acre in any zoning district allowed under this Code. Net densities for each zoning district, applying the process shown in the table below and the net density restriction will yield the following net densities:

Conservation Area on Parcel	Net Density					
	RU	RR	RS-E	RS-LD	RS-MD	MH
30%*	2.07	2.07	3.43	5.70	7.00	7.00
40%	2.63	2.63	4.37	6.95	7.00	7.00
50% or more	3.44	3.44	5.66	7.00	7.00	7.00

*No density bonuses are applied for Conservation Areas of less than 30%.

The following tables illustrate two example applications of the density bonus on a 100 acre tract zoned RU and on a 100 acre tract zoned RS-LD:

Conservation Area on Parcel	100 acre example for RU				
	Density Bonus	Max # of Lots	Gross Density	Net Area	Net Density
30%	10%	145	1.45	70 ac	2.07
40%	20%	158	1.58	60 ac	2.63
50% or more	30%	172	1.72	50 ac	3.44

Conservation Area on Parcel	100 acre example for RS-LD				
	Density Bonus	Max # of Lots	Gross Density	Net Area	Net Density
30%	10%	399	3.99	70 ac	5.70
40%	15%	417	4.17	60 ac	6.95
50% or more	20%	436	4.36	50 ac	7.00

Density bonus can be applied on a pro-rata basis for open space amounts falling between the benchmarks.

- (j) *Appeals.* The Board of Zoning Appeals, consistent with section 26-58, shall hear appeals of decisions of the Planning Department pertaining to this section (26-186).

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 _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin E. Washington, Sr., Chair

ATTEST THIS THE ____ DAY
OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Resolution In support of SIAC Tournament being held In Richland County [WASHINGTON]

Richland County Council Request of Action

Subject

N/A

