



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

**DECEMBER 9, 2014  
6:00 PM**

**CALL TO ORDER**

**THE HONORABLE NORMAN JACKSON**

**INVOCATION**

**THE HONORABLE GREG PEARCE**

**PLEDGE OF ALLEGIANCE**

**THE HONORABLE GREG PEARCE**

### **Presentation Of Resolutions**

1. a. Proclamation Honoring Terri Butts on being bestowed the 2015 California Casualty Award for Teaching Excellence [**DIXON**]
- b. Resolution Honoring Richland County Soil & Water Chairman John Green [**ROSE**]

### **Approval Of Minutes**

2. Regular Session: December 2, 2014 [**PAGES 7-15**]

### **Adoption Of The Agenda**

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

3. a. Purchase of Property
- b. Waterpark Contract
- c. Pending Legal Matter (Utilities)

### **Citizen's Input**

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

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

5. a. Vector Control Recognition

- b. Pending Legal Matter (Utilities)

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

- 6. a. January 6: Richland County Council Swearing-In Ceremony, 4:00 PM, Council Chambers - Reception Immediately Following
- b. January 6: Regular Session Council Meeting, 6:00 PM
- c. January 27: Committee Meeting and Zoning Public Hearing
- d. January 29-30: Richland County Council Retreat, Wampee Conference Center
- d. February 10 and 17: Regular Session Council Meetings

### **Report Of The Chairman**

- 7. a. Personnel Matter

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

- 8. a. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to Appropriate \$167,583.00 of General Fund Balance to cover cost of Grant Match Funds
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; article VI, Local Hospitality Tax; so as to delete historical disbursement reference
- c. An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS# 19011-02-10 for the Mill Creek Bridge Replacement Project
- d. An Ordinance Amending the Richland County Code of Ordinance, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vender preference
- e. Ordinance to amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional property in Richland County and to authorize a credit agreement with 3130 Bluff Road LLC

### **Approval Of Consent Items**

- 9. An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project [**THIRD READING**] [**PAGES 22-32**]
- 10. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements [**THIRD READING**] [**PAGES 33-38**]

11. An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto **[SECOND READING] [PAGES 39-45]**

### **Third Reading Items**

12. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Blue Atlantic Columbia, LLC, previously identified as Project Peak; and other related matters **[PAGES 46-63]**
13. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$167,583.00 of General Fund Balance to cover cost of grant match funds **[PAGES 64-70]**
14. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference **[PAGES 71-81]**
15. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to 3130 Bluff Road, LLC; and other related matters **[PAGES 82-98]**
16. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference **[PAGES 99-105]**

### **First Reading Items**

17. An Ordinance Amending the Fiscal Year 2014-2015 Public Works Annual Budget to appropriate Two Million Eight Hundred Seventy-Four Thousand Four Hundred Fifty Dollars (\$2,874,450.00) from their Stormwater Fund to purchase the Cabin Branch (Hopkins) Tract Property **[FIRST READING] [PAGES 106-108]**

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

18. Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper **[PAGES 109-132]**

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

19. a. A Resolution Authorizing the extension of the investment period under a May 19, 2009 Fee Agreement by and between Richland County, South Carolina, and Trane U. S. Inc. **[PAGES 133-136]**
- b. Waterpark Contract

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

## 1. **Notification Of Appointments**

20. Richland Memorial Hospital Board: (4) [**PAGES 137-163**]
  - a. Kaziah S. DiMarco
  - b. George King, Jr.
  - c. Jerome Odom
  - d. Charles Waddell
  - e. Ray Borders Gray
  - f. Harry Greenleaf
  - g. Timothy Davis
  - h. Lawrence Kerr
  - i. Susan Raterree
  - k. Erik Collins
21. Building Codes Board of Appeals: (1) [**PAGES 164-166**]
  - a. Jeff Allen
22. Accommodations Tax Committee: (1) [**PAGES 167-172**]
  - a. Samuel Guerry
  - b. Bill McCracken

## **Other Items**

23. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:
  - a. Resurfacing Packages A & B [**PAGES 174-177**]
  - b. Innovista Project - Greene Street Phase I
  - c. County Transportation Improvement Program [**PAGES 178-207**]
24. A Resolution to appoint and commission Devin Tate Bingham as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [**PAGES 208-209**]

## **Citizen's Input**

25. Must Pertain to Items Not on the Agenda

## **Executive Session**

## **Motion Period**

## **Adjournment**



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

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

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

# Richland County Council Request of Action

## **Subject**

- a. Proclamation Honoring Terri Butts on being bestowed the 2015 California Casualty Award for Teaching Excellence **[DIXON]**
- b. Resolution Honoring Richland County Soil & Water Chairman John Green **[ROSE]**

# Richland County Council Request of Action

**Subject**

Regular Session: December 2, 2014 [PAGES 7-15]

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

### REGULAR SESSION MINUTES

December 2, 2014  
6:00 PM  
County Council Chambers

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

#### CALL TO ORDER

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

#### INVOCATION

The Invocation was given by the Honorable Norman Jackson

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson

#### APPROVAL OF MINUTES

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

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

#### ADOPTION OF THE AGENDA

Mr. Smith stated the Richland Library Lease and Intergovernmental Agreement needs to be added under the Report of the Attorney for Executive Session.

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

#### REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Contractual Matter: Waterpark Contract** – This item was deferred in the Economic Development Committee.



#### Council Members Present

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

#### Others Present:

Tony McDonald  
Sparty Hammett  
Roxanne Ancheta  
Warren Harley  
Laura Renwick  
John Hixon  
Monique Walters  
Brandon Madden  
Beverly Harris  
Quinton Epps  
Michelle Onley  
Larry Smith  
Cheryl Patrick  
Tracy Hegler  
Amelia Linder  
Monique McDaniels  
Nelson Lindsay  
Bill Peters  
Sandra Haynes  
Sara Salley  
Ismail Ozbek  
Valeria Jackson  
Will Simon  
Geo Price  
Chris Eversmann  
Brad Farrar



# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
Regular Session  
Tuesday, December 2, 2014  
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### b. Richland Public Library Lease and IGA

#### CITIZENS' INPUT

No one signed up to speak.

#### REPORT OF THE COUNTY ADMINISTRATOR

- a. **Staff Recognition: Valeria Jackson** – Mr. McDonald stated that Ms. Jackson has been nominated to serve on the board for the National Community Development Association.
- b. **Introduction of Stormwater Manager** – Mr. McDonald introduced Ms. Synithia Williams to Council.
- c. **SB Connect Sponsorship Opportunity with DESA, Inc.** – Mr. McDonald stated that Administration received a sponsorship request for DESA's SB Connect. The request is for \$5,000.

Mr. Washington moved, seconded by Ms. Dixon, to direct the Administrator to fund the sponsorship out of his budget. A discussion took place.

Mr. Washington clarified his motion to direct the Administrator to identify a funding source to fund the sponsorship.

Mr. Jeter made a substitute motion, seconded by Mr. Washington, to fund the event at \$4,000 out of Council Services. A discussion took place.

Mr. Rush requested to amend Mr. Jeter's motion to fund the event at \$3,600. The motion died for lack of a second.

Mr. Jeter withdrew his substitute motion for \$4,000.

Ms. Dickerson made a substitute motion, seconded by Mr. Jackson, to fund the event at \$5,000 out of staff's budget.

Mr. Pearce made a second substitute motion, seconded by Mr. Jackson, to fund the event at \$5,000 out of the Transportation Penny.

Mr. Rose stated that he could not support this motion; therefore, he would be voting against this item.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



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Mr. Livingston requested that staff report back to Council regarding who attended the training and the outcome of the event.

Ms. Dickerson withdrew her substitute motion.

Mr. Pearce's substitute motion was approved with Mr. Malinowski and Mr. Rose vote against the motion.

### REPORT OF THE CLERK OF COUNCIL

- a. **100 Black Men of Greater Columbia Evening of Elegance, December 5<sup>th</sup>, 7:00-10:00 PM, Marriott Hotel, 1200 Main Street** – Ms. McDaniels reminded Council of the 100 Black Men of Greater Columbia Evening of Elegance event.
- b. **SLBE Public Outreach Meeting, December 8<sup>th</sup>, 6:00-8:00 PM, Council Chambers** – Ms. McDaniels reminded Council of the SLBE Public Outreach meeting for all small businesses in Richland County to learn how to be certified and do business with the County.

### REPORT OF THE CHAIRMAN

No report was given.

### OPEN/CLOSE PUBLIC HEARINGS

- **Authorizing the execution and delivery of an amendment to the Fee Agreement between Richland County, South Carolina, and Arum Composites, LLC its affiliates and assigns, to provide a new effective date and millage rate; and other matters** – No one signed up to speak.

### APPROVAL OF CONSENT ITEMS

- **14-25MA, John May, RU to RC (.22 Acres), 10461 Wilson Blvd., 15000-02-08 [THIRD READING]**
- **14-26MA, Eddie Roberts, M-1 to GC (.36 Acres), 10203 Two Notch Rd., 22909-01-01 [THIRD READING]**
- **14-28MA, Thomas Crowther, RM-HD to GC (11.90 Acres), 3533 Broad River Rd., 06110-04-05(p) [THIRD READING]**

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



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- 14-30MA, Ray O'Neal, RU to GC (.66 Acres), 8505 Garners Ferry Rd., 21800-05-06 [THIRD READING]
- 14-31MA, Bill Dixon, PDD to PDD (65.94 Acres), Greenhill Parkway & Two Notch Rd., 25800-03-40 [THIRD READING]
- An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project [SECOND READING]
- An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements [SECOND READING]
- An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto [FIRST READING]

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

### THIRD READING ITEM

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

### SECOND READING ITEMS

**An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$167,583.00 of General Fund Balance to cover cost of grant match funds** – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
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**An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference** – Mr. Malinowski moved, seconded by Mr. Pearce, to delete Paragraph 5 from the ordinance. The vote in favor was unanimous.

**Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to 3130 Bluff Road, LLC; and other related matters** – Ms. Dickerson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

**An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference** – Ms. Dickerson moved, seconded by Mr. Rush, to approve this item.

Mr. Malinowski made a substitute motion to approve this as a one-year pilot program to and to review the revenues lost during that time. The motion died for lack of a second.

Mr. Pearce made a substitute motion, seconded by Mr. Livingston, to approve this item and to review the program after one year. The vote in favor was unanimous.

### REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

**Military Order of the Purple Heart Road Signs** – Mr. McDonald stated for the record the citizen requesting the Purple Heart Road signs is Retired Sgt. Major Carl Lopez. Mr. Lopez is the Commander of the Charles P. Murray Memorial Chapter 402 of the Military Order of the Purple Heart in Columbia.

Mr. Malinowski moved, seconded by Ms. Dixon, to approve this item.

### REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

**Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper** – Mr. Malinowski moved, seconded by Mr. Washington, to defer this item to allow Ms. Patrick, the Procurement Director, time to review the information he gathered regarding the possibility of purchasing the requested piece of equipment at a reduced rate.

**Animal Care – Intergovernmental Governmental Agreement with Town of Arcadia Lakes** – Mr. Pearce stated the committee recommended approval of the amended IGA. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
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**Professional Services/Airport Work Authorizations 6 & 7** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**Professional Services/Airport Work Authorizations 5 (Amendment 1) & 8** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**Construction Contract Award/Airport Stream and Wetland Mitigation project** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**Professional Services/Stormwater Management Work Authorization 9** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**Blythewood IGA** – Mr. Pearce stated the committee recommended approval of this item. The vote in favor was unanimous.

**Broad River Rowing Site: Short-Term Proposal** – Mr. Livingston moved, seconded by Mr. Pearce, to approve this item. A discussion took place regarding the County's liability.

Ms. Dickerson moved, seconded by Mr. Malinowski, to defer this item until after Executive Session in order to receive legal advice. The vote was in favor.

### REPORT OF RULES AND APPOINTMENTS

Mr. Malinowski stated that the committee is in the process of interviewing applicants and will report out at the December 9<sup>th</sup> Council meeting.

### CITIZENS' INPUT

Ms. Cameo Green spoke regarding the Lower Richland Sewer Project.

### EXECUTIVE SESSION

*Council went into Executive Session at approximately 7:08 p.m.  
and came out at approximately 7:32 p.m.*

- a. **Broad River Rowing Site: Short-Term Proposal** – Mr. Livingston moved, seconded by Mr. Rush, to approve this item. The vote in favor was unanimous.

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA



Richland County Council  
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Mr. Jeter made a friendly amendment to request the Legislative lobbying team to explore the possibility of funding for the facility through the Waterpark Fund.

Mr. Livingston accepted the amendment.

### MOTION PERIOD

- a. **Motion to direct staff to extend full family benefits to gay employees who have valid marriage licenses from any state or the District of Columbia [ROSE]** – Mr. Rose withdrew his motion.
- b. **Council consider a formula for compensation increases to stay current with such indexes as CPI, population growth, County Council averages, etc. for the sake of transparency and fairness [MANNING]** – This item was referred to the A&F Committee.

### ADJOURNMENT

The meeting adjourned at approximately 7:34 PM.

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

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

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

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

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

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

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

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

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

# RICHLAND COUNTY COUNCIL

## SOUTH CAROLINA

**Richland County Council**  
**Regular Session**  
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Torrey Rush

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Kelvin E. Washington, Sr.

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



# Richland County Council Request of Action

**Subject**

- a. Purchase of Property
- b. Waterpark Contract
- c. Pending Legal Matter (Utilities)



# Richland County Council Request of Action

**Subject**

For Items on the Agenda Not Requiring a Public Hearing

# Richland County Council Request of Action

**Subject**

- a. Vector Control Recognition
- b. Pending Legal Matter (Utilities)

# Richland County Council Request of Action

## **Subject**

- a. January 6: Richland County Council Swearing-In Ceremony, 4:00 PM, Council Chambers - Reception Immediately Following
- b. January 6: Regular Session Council Meeting, 6:00 PM
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# Richland County Council Request of Action

**Subject**

a. Personnel Matter

# Richland County Council Request of Action

## **Subject**

- a. An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to Appropriate \$167,583.00 of General Fund Balance to cover cost of Grant Match Funds
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; article VI, Local Hospitality Tax; so as to delete historical disbursement reference
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- e. Ordinance to amend the Master Agreement Governing the I-77 Corridor Regional Industrial Park to include additional property in Richland County and to authorize a credit agreement with 3130 Bluff Road LLC

# Richland County Council Request of Action

## **Subject**

An Ordinance Authorizing Deed to the South Carolina Department of Transportation for a portion of TMS # 19011-02-10 for the Mill Creek Bridge Replacement Project **[THIRD READING] [PAGES 22-32]**

## **Notes**

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

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

## Richland County Council Request of Action

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

### **A. Purpose**

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

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

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

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

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

### **D. Financial Impact**

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

### **E. Alternatives**

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

### **F. Recommendation**

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

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

Department: Public Works

Date: October 13, 2014

## G. Reviews

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

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

### Finance

Reviewed by: Daniel Driggers

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

### Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

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

### Administration

Reviewed by: Sparty Hammett

Date: 10/23/14

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:



**Bridge at Mill Creek**



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

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

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

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

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

Right of Entry Agreement (continued)

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

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

\_\_\_\_\_  
Landowner

Title: \_\_\_\_\_

\_\_\_\_\_  
South Carolina Department of Transportation

\_\_\_\_\_, 20\_\_\_\_



South Carolina  
Department of Transportation

RECEIVED  
2014 SEP 30 AM 10:47  
RICHLAND COUNTY  
ADMINISTRATOR'S OFFICE

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

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

Mr. McDonald:

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

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

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

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

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

Sincerely,

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

AN EQUAL OPPORTUNITY/  
AFFIRMATIVE ACTION EMPLOYER

**THE STATE OF SOUTH CAROLINA**  
**COUNTY OF RICHLAND**

**PERMISSION FOR:**

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

CONSTRUCT DRIVE ENTRANCE  
CONSTRUCTION SLOPES  
NPDES  
PLACE RIP RAP

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

**SPECIAL PROVISIONS:**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
1<sup>st</sup> Witness

\_\_\_\_\_  
BY: (L.S.)

\_\_\_\_\_  
2<sup>nd</sup> Witness

\_\_\_\_\_  
(L.S.)

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

THE STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGEMENT**

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

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**NOTARY PUBLIC FOR THE STATE OF** \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Affix seal if outside SC)

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

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

THE STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

TITLE TO REAL ESTATE

Approximate Survey Station

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



326+00 To 332+00 RT
336+00 To 337+00 RT
To

KNOW ALL MEN BY THESE PRESENTS, That I (or we) Richland County, 2020 Hampton Street, Columbia, South Carolina 29202 in consideration of the sum of Ten Thousand Four Hundred and No/100 (\$10,400.00) Dollars and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the South Carolina Department of Transportation, Columbia, South Carolina, receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said South Carolina Department of Transportation, its successors and assigns, all that certain real property of the Grantor in fee simple absolute Mill Creek Bridge Replacement at Garners Ferry Road on US Route 78/US Route 387, State and County aforesaid, as shown on plans prepared by the South Carolina Department of Transportation and dated January 7, 2014.

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

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

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

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

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

Signed, sealed and delivered in the presence of:

Richland County

1st Witness

BY: (Grantor)

2nd Witness

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

THE STATE OF )
COUNTY OF )

ACKNOWLEDGEMENT

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

Witness my hand and seal this \_\_\_ day of \_\_\_, 20\_\_\_.

Signature of Notary Public

Printed Name of Notary Public

NOTARY PUBLIC FOR THE STATE OF

My Commission Expires:
(Affix seal if outside SC)

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

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



# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to permit non-hazardous sludge in the HI (Heavy Industrial District) with Special Requirements **[THIRD READING] [PAGES 33-38]**

## **Notes**

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

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

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

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

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

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

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

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

(ORDINANCE CONTINUES ON NEXT PAGE)

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

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

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

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

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

(65) Sludge, non-hazardous.

a. Use districts. Heavy Industrial.

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

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

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

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

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

a. Use districts: Rural; Heavy Industrial.

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential and Commercial Zones of the County; so as to define vehicles subject thereto **[SECOND READING] [PAGES 39-45]**

## **Notes**

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

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

First Reading: December 2, 2014

Second Reading:

Third Reading:

Public Hearing:

## Richland County Council Request of Action

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

### **A. Purpose**

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

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

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

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

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

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

### **D. Financial Impact**

There is no financial impact associated with this request.

### **E. Alternatives**

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

### **F. Recommendation**

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

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



## G. Reviews

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

### Finance

Reviewed by: Daniel Driggers

Date: 3/11/14

Recommend Council approval

Recommend Council denial

✓ Recommend Council discretion

Comments regarding recommendation:

Recommendation based on no financial impact noted

### Sheriff

Reviewed by: Deputy Chief Stephen Birnie

Date: 03/12/14

✓ Recommend Council approval

Recommend Council denial

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

### Legal

Reviewed by: Elizabeth McLean

Date: 3/18/14

Recommend Council approval

Recommend Council denial

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

### Administration

Reviewed by: Warren Harley

Date:

✓ Recommend Council approval

Recommend Council denial

Comments regarding recommendation:

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

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II, General Traffic and Parking Regulations; Section 17-10, Parking in Residential Zones of the County; is hereby amended to read as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a credit agreement to provide for special source revenue credits to Blue Atlantic Columbia, LLC, previously identified as Project Peak; and other related matters [**PAGES 46-63**]

## **Notes**

First Reading: September 16, 2014  
Second Reading: November 18, 2014  
Third Reading:  
Public Hearing: November 18, 2014

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

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

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

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

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

WHEREAS, if plans proceed as expected, Blue Atlantic Columbia, LLC, a limited liability company organized and existing under the laws of Delaware previously identified as Project Peak (“Company”), will make an investment of at least \$40,000,000 in the County, on a site more particularly described on Exhibit A, to establish a student-housing facility in the County (“Facility”);

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

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

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

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

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

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

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

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

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



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

RICHLAND COUNTY, SOUTH CAROLINA

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Chairman, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Richland County Council

First Reading: September 16, 2014  
Second Reading: November 18, 2014  
Public Hearing: November 18, 2014  
Third Reading: [\_\_\_\_\_] , 2014

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

**Parcel 1**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

**Parcel 2**

All that tract, parcel or block of land, with all buildings and other improvements thereon, located in the block surrounded by Harden, Gervais, Laurens and Lady Streets, in the City of Columbia, County of Richland, State of South Carolina, excepting therefrom only the lot located at the Southwest corner of Harden and Lady Streets, being the Northeast corner of said block, measuring One Hundred Four and three tenths (104.3') feet on Harden Street (East) and measuring One Hundred Thirty Three and five tenths (133.5') feet on Lady Street (North) and measuring One Hundred Thirty and four tenths (130.4') feet on its Southern side and One Hundred Four and five tenths (104.5') feet on its Western side, and including all other lands and lots located in said block.

**ALSO LESS AND EXCEPTING:**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

**Parcel 3**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown on a plat prepared for Almeta Gilbert Tilley, by Barber, Keels and Associates, Engineers, dated January 6, 1954, said lot being bounded and measuring as follows: On the North by Lady Street whereon it measures One Hundred Thirty-three and 5/10 (133.5') feet, more or less; on the East by a strip lying between said lot and Harden Street whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less; on the South by property now formerly of Burnside whereon it measures One Hundred Thirty and 4/10 (130.4') feet, more or less; and on the West by property now formerly of Able whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less. This property is presently known as 1239 Harden Street.

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

**CREDIT AGREEMENT**

**by and between**

**RICHLAND COUNTY, SOUTH CAROLINA**

**and**

**BLUE ATLANTIC COLUMBIA, LLC**

**Effective as of \_\_\_\_\_, 2014**

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## CREDIT AGREEMENT

This CREDIT AGREEMENT, effective as of [\_\_\_\_], 2014 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and Blue Atlantic Columbia, LLC, a limited liability company organized and existing under the laws of the State of Delaware and previously identified as Project Peak (“Company,” with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

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

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

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

WHEREAS, pursuant to the County’s Ordinance No. [\_\_\_\_] dated [\_\_\_\_], 2014 (“County Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Site and, as a result, the Facility in the Park;

WHEREAS, as required under the provisions of the Act, because the Facility is located in the City of Columbia, South Carolina (“City”), the City has, pursuant to Ordinance No. [\_\_\_\_] dated [\_\_\_\_], 2014, consented to the inclusion of the Site within the boundaries of the Park; and

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

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

**ARTICLE I  
REPRESENTATIONS**

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

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into, and carry out its obligations under, this Agreement;

(c) The County has duly approved this Agreement by adoption of the County Ordinance in accordance with the Act and any other applicable state and local law;

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby;

(e) The County has included the Site and, as a result, the Facility in the Park and shall maintain the Site and the Facility within the Park for the duration of this Agreement to facilitate the Company's receipt of the Credits; and

(f) The County enters into this Agreement for the purpose of promoting the economic development of the County.

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

(a) The Company a limited liability company, duly organized, validly existing, and in good standing, under the laws of the State of Delaware, has power to enter into this Agreement, and by proper corporate action has authorized the officials signing this Agreement to execute and deliver it and take all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby; and

(b) The Credits provided by the County in the manner set forth in this Agreement have been instrumental in inducing the Company to establish the Facility in the County.

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

SECTION 2.01. Investment Commitment. The Company shall invest at least \$40,000,000 in connection with the Facility ("Investment Commitment") by the Certification Date (as defined below). The Company shall certify to the County achievement of the Investment Commitment within 90 days of the issue date of the Certificate of Occupancy for the Facility ("Certification Date"), by providing documentation to the County sufficient to reflect such investment, in form and substance reasonably acceptable to the County. If the Company fails to achieve and certify the Investment Commitment to the County, as set forth above, then the County may terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. Notwithstanding anything in this Agreement to the contrary and subject to the Act, investment in connection with the Facility may, but shall not be required to, include, in the aggregate, capital expenditures and costs (including, but not limited to, expenditures and costs incurred for, or in connection with, land acquisition, demolition,

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

SECTION 2.02. Operation of the Facility as a Private Dormitory. The Company shall operate the Facility in a manner which satisfies the requirements applicable to private dormitories under Section 17-321 of the Code of Ordinances of the City of Columbia, South Carolina, as amended through the date hereof, (“City Code”) as set forth in this Section 2.02. If the Facility fails to comply with such requirements as of the issue date of a Certificate of Occupancy for the Facility, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder. If at any time during the Credit Term (as defined below), the Facility ceases to be operated as a private dormitory or is otherwise found by the City, in its reasonable discretion, to be non-compliant with the requirements of Section 17-321 of the City Code, then such failure shall be deemed an Event of Default under Section 4.01 hereof and the County shall, subject to the cure provisions set forth in Section 4.01 hereof, have the right to terminate this Agreement and, upon any such termination, the Company shall be entitled to no further benefits hereunder.

### **ARTICLE III CREDIT TERMS**

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

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

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

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

(d) If any portion of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with a Credit in a maximum amount and for a maximum term that is not invalid or unenforceable under the terms of such court ruling, but in no event may the value of such revised Credit exceed the value of the Credit offered to the Company set forth in Section 3.01 of this Agreement.

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

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

SECTION 3.03. Termination.

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

**ARTICLE IV  
DEFAULTS AND REMEDIES**

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

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

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

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



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

## **ARTICLE V MISCELLANEOUS**

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

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

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

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

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

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

SECTION 5.05. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision



with a copy to  
(does not constitute notice):

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1201 Main Street, Suite 1450 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202

(b) if to the Company:

Blue Atlantic Columbia, LLC  
Attn: Jeff Githens  
[ ]  
[ ]

with a copy to  
(does not constitute notice):

Nexsen Pruet, LLC  
Attn: Burnet R. Maybank, III  
Tushar V. Chikhliker  
1230 Main Street, Suite 700 (29201)  
Post Office Drawer 2426  
Columbia, South Carolina 29202

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

SECTION 5.09. Administrative Fees.

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

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

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

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

SECTION 5.13. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that

would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

---

Chair, Richland County Council

*(SEAL)*  
ATTEST:

---

Clerk to Richland County Council

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

BLUE ATLANTIC COLUMBIA, LLC

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

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

**Parcel 1**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

**Parcel 2**

All that tract, parcel or block of land, with all buildings and other improvements thereon, located in the block surrounded by Harden, Gervais, Laurens and Lady Streets, in the City of Columbia, County of Richland, State of South Carolina, excepting therefrom only the lot located at the Southwest corner of Harden and Lady Streets, being the Northeast corner of said block, measuring One Hundred Four and three tenths (104.3') feet on Harden Street (East) and measuring One Hundred Thirty Three and five tenths (133.5') feet on Lady Street (North) and measuring One Hundred Thirty and four tenths (130.4') feet on its Southern side and One Hundred Four and five tenths (104.5') feet on its Western side, and including all other lands and lots located in said block.

**ALSO LESS AND EXCEPTING:**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being at the Northwestern corner of the intersection of Gervais and Harden Streets, in the City of Columbia, State of South Carolina, shown and designated as .76 acres on a plat prepared by Collingwood Surveying, Inc., dated September 23, 1998, and recorded in Record Book 204 at page 226 in the Office of the Register of Deeds for Richland County, South Carolina. For a more detailed description as to courses, metes and bounds, reference is made to said plat of record.

**Parcel 3**

All that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the City of Columbia, County of Richland, State of South Carolina, the same being shown on a plat prepared for Almeta Gilbert Tilley, by Barber, Keels and Associates, Engineers, dated January 6, 1954, said lot being bounded and measuring as follows: On the North by Lady Street whereon it measures One Hundred Thirty-three and 5/10 (133.5') feet, more or less; on the East by a strip lying between said lot and Harden Street whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less; on the South by property now formerly of Burnside whereon it measures One Hundred Thirty and 4/10 (130.4') feet, more or less; and on the West by property now formerly of Able whereon it measures One Hundred Four and 33/100 (104.33') feet, more or less. This property is presently known as 1239 Harden Street.

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2014-2015 General Fund Annual Budget to appropriate \$167,583.00 of General Fund Balance to cover cost of grant match funds **[PAGES 64-70]**

## **Notes**

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

First Reading: November 18, 2014

Second Reading: December 2, 2014

Third Reading:

Public Hearing:



# Richland County Council Request of Action

**Subject:** Budget Amendment – Grant Match

## **A. Purpose**

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

## **B. Background / Discussion**

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

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

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

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

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

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

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

## **D. Financial Impact**

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

## **E. Alternatives**

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

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

**F. Recommendation**

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

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

**G. Reviews**

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

**Finance**

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

**Legal**

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

**Administration**

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

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

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO.GF\_04

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

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

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

REVENUE

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

EXPENDITURES

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

\_\_\_\_\_  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 23, Taxation; Article VI, Local Hospitality Tax; so as to delete historical disbursement reference **[PAGES 71-81]**

## **Notes**

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

First Reading: November 18, 2014

Second Reading: December 2, 2014

Third Reading:

Public Hearing:

## Richland County Council Request of Action

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

### **A. Purpose**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

#### **D. Financial Impact**

None associated with this amendment.

#### **E. Alternatives**

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

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

**F. Recommendation**

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

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

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers Date: 10/15/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

As stated above, this is a policy for Council.

**Grants**

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

This is a policy decision for Council.

**Legal**

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

**Administration**

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

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

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

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

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

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

SECTION I. The Richland County Code of Ordinances; Chapter 23, Taxation; Article IV, Local Hospitality Tax; is hereby amended to read as follows:

**ARTICLE VI. LOCAL HOSPITALITY TAX**

**Sec. 23-65. Definitions.**

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

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

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

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

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

**Sec. 23-66. Local Hospitality Tax.**

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

county. This temporary suspension shall not affect the hospitality tax rates within the boundaries of any incorporated municipality.

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

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

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

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

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

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

**Sec. 23-69. Distribution of Funds.**

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

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

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

(3) As a condition of receiving its allocation, the Columbia Museum of Art, Historic Columbia, ~~and~~ EdVenture Museum, and the Township Auditorium must annually submit to the County an affirmative marketing plan outlining how the agency will use its hospitality tax allocation for tourism promotion in the upcoming fiscal year. The plan shall include a detailed project budget which outlines the agency's proposed use of hospitality tax funds. The marketing plan shall also outline how the agency will promote access to programs and services for all citizens of Richland County, including documentation of "free" or discounted services that will be offered to Richland County - residents. In addition, each Agency shall demonstrate a good faith effort to expand programs and events into the unincorporated areas of Richland County. The annual

marketing plan shall be due to the ~~County Administrator~~ Grants Manager no later than March 1 of each year. If an Agency fails to comply with these requirements, its portion of the Local Hospitality Tax shall be retained in the Richland County Local Hospitality Tax Revenue Fund and distributed as provided in ~~sub~~Section 23-69 (~~f b~~) below.

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

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

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

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

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

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

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

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

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

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

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

~~—A portion of the general fund revenue that was historically appropriated for the agencies and purposes identified in Section 23-69, subsections (a) and (d), shall in fiscal year 2004 be appropriated in an amount equivalent to one quarter mill to each of the~~

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

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

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

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

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

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

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

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

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

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

(b) Assessments of hospitality taxes and/or penalties, which are based upon records provided by businesses, shall be conveyed in writing to businesses. If a business fails to provide records as required by this Article or by the Business Service Center, the tax assessment shall be served by certified mail. Within five (5) business days after a tax assessment is mailed or otherwise conveyed in writing, any person who desires to have the assessment adjusted must make application to the Business Service Center for reassessment. The license official shall establish a procedure for hearing an application for a reassessment, and for issuing a notice of final assessment.

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

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

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

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

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

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

(1) An unexpected and unavoidable absence of the person from South Carolina, such as being called to active military duty. In the case of a corporation or other business entity, the absence must have been an individual having primary authority to pay the hospitality tax.

(2) A delay caused by death or serious, incapacitating illness of the person, the person's immediate family, or the person's accountant or other third party professional charged with determining the hospitality tax owed. In the case of a corporation or other business entity, the death or serious, incapacitating illness must have been an individual having primary authority to pay the hospitality tax.

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

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

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

(6) Delay or failure caused by good faith reliance on erroneous guidance provided by the Business Service Center or Treasurer's Office staff, so long as complete and accurate



information was given to either of these offices, no change in the law occurred, and the person produces written documentation.

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

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

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

# Richland County Council Request of Action

## **Subject**

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain real property located in Richland County; the execution and delivery of a Credit Agreement to provide for Special Source Revenue Credits to 3130 Bluff Road, LLC; and other related matters  
**[PAGES 82-98]**

## **Notes**

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

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

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

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

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

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

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

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

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

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

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

**Section 1. *Expansion of the Park Boundaries, Inclusion of Property.*** There is hereby authorized an expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park. The County Council Chair (“Chair”), or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and approving ordinance by Fairfield County Council.

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

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

**Section 4. *Further Assurances.*** The County Administrator (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to take whatever further actions and execute whatever further documents as the County Administrator (and his designated appointees) deems to be reasonably necessary and prudent to effect the intent of this Ordinance.

**Section 5. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 6. *General Repealer.*** Any prior ordinance, resolution or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to Council, Richland County Council

First Reading: November 18, 2014  
Second Reading: December 2, 2014  
Public Hearing: December 9, 2014  
Third Reading: December 9, 2014

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

**TMS No. R13507-04-01**

3130 Bluff Road,  
Columbia, South Carolina 29209

**EXHIBIT B**

**FORM OF  
AGREEMENT**

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INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

3130 BLUFF RD, LLC

Effective as of: December 9, 2014

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of December 9, 2014 (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 3130 BLUFF RD, LLC, a South Carolina limited liability company or its Assigns, Transferees or Successors in interest (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits to a company against the company’s Fee Payments generated from the company’s property located in a multi-county park (“Infrastructure Credit”) to reimburse the company for its expenditures in paying the cost of designing, acquiring, constructing, improving or expanding (i) infrastructure serving the company’s project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial or manufacturing facility in order to enhance the economic development of the County (“Infrastructure”);

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

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

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

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement and agreed to provide Infrastructure Credits for a period of 8 years against the Company’s Fee Payments on the Project for the purpose of reimbursing the Company for its expenditures on Infrastructure, subject to the terms and conditions below.

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

**ARTICLE I  
REPRESENTATIONS**

SECTION 1.01. Representations by the County. The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has approved this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County has approved the inclusion of the Project and the Property in the Park; and
- (e) Based on representations made by the Company to the County, the County has determined the Project will provide significant economic benefits to the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

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

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

**ARTICLE II  
INFRASTRUCTURE CREDITS**

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

SECTION 2.02. Infrastructure Credits.

- (a) Commencing with the first Fee Payment due on the Project, which is expected to be January, 2016, and ending with the Fee Payment due 7 years following the first Fee Payment, which is expected to be January, 2023 (“Credit Term”), the County shall provide an annual Infrastructure Credit of 30% against the Company’s annual Fee Payments with respect to the Project.
- (b) For each year of the Credit Term, the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.02(a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS BECOMING DUE HEREON ARE LIMITED OBLIGATIONS OF THE COUNTY PAYABLE BY THE COUNTY SOLELY FROM THE FEE PAYMENTS DERIVED BY THE COUNTY FROM THE COMPANY PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF NEITHER THE COUNTY NOR ANY MUNICIPALITY ARE PLEDGED FOR THE INFRASTRUCTURE CREDITS.

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

SECTION 2.03 [Reserved.]

SECTION 2.04. Allocation of Credit

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

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

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

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

**ARTICLE III  
DEFAULTS AND REMEDIES**

SECTION 3.01. Events of Default. If any Party fails duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such Party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of 30 days after written notice by the other Party specifying the failure and requesting that it be remedied and which notice is given to the defaulting Party by first-class mail, then such Party is in default under

this Agreement (“Event of Default”).

SECTION 3.02. Legal Proceedings by Company and County. On the happening of any Event of Default by a Party, then and in every such case the other Party, in its discretion may:

- (1) terminate this Agreement;
- (2) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting Party to perform its duties under the Act and this Agreement;
- (3) bring suit upon this Agreement;
- (4) exercise any or all rights and remedies in effect in the State of South Carolina, or other applicable law; or
- (5) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 3.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved either to the Company or County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 3.04. Nonwaiver. No delay or omission of the Company or County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article IV to the Company or County may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE IV MISCELLANEOUS**

### SECTION 4.01. Examination of Records; Confidentiality.

(a) The Company agrees that the County and its authorized agents shall have the right at all reasonable times and on prior reasonable notice to enter and examine the Project and to have access to and examine all the Company’s books and records pertaining to the Project. The Company may prescribe reasonable and necessary terms and conditions of the County’s right to examination and inspection of the Project and the Company’s books and records pertaining to the Project. The terms and conditions of the Company may include those necessary to protect the Company’s confidentiality and proprietary rights.

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

SECTION 4.02. Successors and Assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the Parties shall bind or inure to the benefit of the successors of the Parties from time to time and any officer, board, commission, agency, entity or instrumentality to whom or to which any power or duty of, either Party shall be transferred.

SECTION 4.03. Provisions of Agreement for Sole Benefit of County and Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

SECTION 4.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement and the Infrastructure Credits shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

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

SECTION 4.06. Indemnification Covenant.

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

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

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

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

Indemnified Party desires to use separate counsel for any reason, other than a conflict of interest, that Indemnified Party is responsible for its independent legal fees.

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

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

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

(b) if to the Company: 3130 Bluff RD, LLC  
Attn: Gordon Reger  
Reger Holdings LLC  
2730 Transit Road  
West Seneca, NY 14224  
Phone: 716-675-1200

with a copy to Rogers Lewis Jackson Mann & Quinn  
(does not constitute notice): Attn: Robert B. Lewis  
1330 Lady Street, Suite 400 (29201)  
Post Office Box 11803  
Columbia, South Carolina 29211  
Phone: 803.256.1268  
Fax: 803.252.3653

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

SECTION 4.08. Administrative Fees.

(a) The Company shall reimburse the County for reasonable expenses, including, reasonable attorneys’ fees, related to (i) review and negotiation of this Agreement, (ii) review and negotiation of any other documents related to the Project, or (iii) the Project, in an amount not to exceed \$5,000.00

SECTION 4.09. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings,

negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 4.10 Agreement to Sign Other Documents. The County agrees that it will from time to time and at the expense of the Company execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any state constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the credit or taxing power of the State of South Carolina, or any other political subdivision of the State of South Carolina.

SECTION 4.11. Agreement's Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement.

SECTION 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

SECTION 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

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

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

**RICHLAND COUNTY, SOUTH CAROLINA**

---

Chair, Richland County Council

*(SEAL)*  
ATTEST:

---

Clerk to Council, Richland County Council

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*



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

**3130 BLUFF ROAD, LLC**

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

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

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

**TMS No. R13507-04-01**

3130 Bluff Road,  
Columbia, South Carolina 29209

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; so as to add a provision to allow for a 5% local vendor preference **[PAGES 99-105]**

## **Notes**

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

First Reading: November 18, 2014

Second Reading: December 2, 2014

Third Reading:

Public Hearing:

## Richland County Council Request of Action

**Subject:** Bidding Opportunities for Richland County Businesses

### **A. Purpose**

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

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

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

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

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

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

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

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

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

**“Negotiations”** – “Whether price was an evaluation factor or not, the procurement officer, in his sole discretion and not subject to review under Article 17, may proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C. Financial Impact**

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

### **D. Alternatives**

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

### **E. Recommendation**

This is a policy decision of Council.

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

## F. Reviews

### Finance

Reviewed by: Daniel Driggers

Date: 10/13/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: As stated above, this is a policy decision for Council.

### Procurement

Reviewed by: Cheryl Patrick

Date: 10/20/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: This is a policy decision for Council. Procurement will support Council's directive with regards to this item.

### Legal

Reviewed by: Elizabeth McLean

Date: 10/22/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Legal will defer to Procurement on these issues. Keeping in mind legal advice already received on concept, it is Council's discretion whether to pursue any local preference.

### Administration

Reviewed by: Roxanne Ancheta

Date: October 24, 2014

Recommend Council approval

Recommend Council denial

Comments regarding recommendation: Administration recommends Alternative 1 - Approve a 5% local preference policy for Richland County as per the criteria described herein. This would be a clear indication of Richland County's good faith effort to ensure Richland County businesses are allowed a competitive advantage in the County's bid processes. Council should note that contracts may be awarded at a 5% greater cost if the local preference is enacted, which will have a financial impact.

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; SO AS TO ADD A PROVISION TO ALLOW FOR A 5% LOCAL VENDOR PREFERENCE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 2, Competitive Purchasing Policy; is hereby amended by the addition of Section 2-602, to read as follows:

**2-602. Local Vendor Preference.**

- (a) Richland County shall apply a Local Vendor Preference (LVP) to all solicitations, subject to the exclusions herein provided. If a solicitation specifies the LVP applies to that procurement, the applicability of the preference to that procurement is conclusively determined by the solicitation.
- (b) When evaluating pricing for purposes of making an award determination, the procurement officer shall decrease by five (5%) percent the price of any bid when the bidder qualifies for the Local Vendor Preference (LVP).
  - (1) A bidder is not qualified for the LVP unless the bidder makes an affirmative request for the preference as required in the solicitation.
    - i. By submitting a bid and requesting that the LVP be applied to that bid, a bidder certifies that its bid qualifies for the preference for that procurement.
    - ii. If a bidder is requesting the LVP, the bidder, upon request of the procurement officer, must provide documentation that establishes the bidder's qualifications for the preference. Bidder's failure to provide this information promptly is grounds to deny the preference.
  - (2) Improperly requesting the LVP may result in the bid being deemed non responsive, non-responsible and disqualified.
  - (3) If two or more bidders are tied after the application of the preference, the tie must be resolved by the flip of a coin by the Richland County Procurement Director (or his/her designee) and witnessed by the procurement officer who conducted the solicitation. All bidders who responded to the solicitation must be invited to attend.
- (c) A vendor or bidder qualifies for the Local Vendor Preference if it:
  - (1) Maintains an office in Richland County. For the purposes of this section only, an on office is defined as a non-mobile place for the regular transaction of business or performance of a particular service which has been operated as such by the bidder or vendor for at least one year before the bid opening; and
  - (2) Has a valid Richland County business license which was issued at least twelve (12) months prior to the bid opening date; and
  - (3) Provides proof of payment of all applicable Richland County taxes and fees, including but not limited to, business license fees, business personal property taxes, and real property taxes.



(4) The submitted bid meets all other requirements of responsiveness and responsibility as defined in this Article.

(d) The LVP shall not apply to:

(1) An award or bid when the total dollar value of the bid is less than \$10,000;

(2) A single unit of an item with a price in excess of twenty-five thousand (\$25,000) dollars or a single award with a total potential value in excess of two hundred thousand (\$200,000) dollars; or

(3) An acquisition of motor vehicles as defined in Section 56-15-10 in the SC Consolidated Procurement Code.

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

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

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

RICHLAND COUNTY COUNCIL

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

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

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

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

## **Subject**

An Ordinance Amending the Fiscal Year 2014-2015 Public Works Annual Budget to appropriate Two Million Eight Hundred Seventy-Four Thousand Four Hundred Fifty Dollars (\$2,874,450.00) from their Stormwater Fund to purchase the Cabin Branch (Hopkins) Tract Property **[FIRST READING] [PAGES 106-108]**

## **Notes**

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

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO.SW\_01

AN ORDINANCE AMENDING THE FISCAL YEAR 2014-2015 PUBLIC WORKS ANNUAL BUDGET TO APPROPRIATE TWO MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$2,874,450.00) FROM THEIR STORMWATER FUND TO PURCHASE THE CABIN BRANCH (HOPKINS) TRACT PROPERTY.

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 Two Million Eight Hundred Seventy-Four Thousand Four Hundred Fifty Dollars (\$2,874,450.00) be appropriated to provide funding to purchase the Cabin Branch (Hopkins) Tract property. Therefore, the Fiscal Year 2014-2015 Public Works Stormwater Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2014 as amended:	\$ 3,429,000
Appropriation of Storm Water Fund Balance:	<u>\$ 2,874,450</u>
Total Stormwater Fund Revenue as Amended:	\$ 6,303,450

EXPENDITURES

Expenditures appropriated July 1, 2014 as amended:	\$ 3,429,000
Cabin Branch (Hopkins) Tract Property:	<u>\$ 2,874,450</u>
Total Stormwater Fund Expenditures as Amended:	\$ 6,303,450

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

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

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

RICHLAND COUNTY COUNCIL

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

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

\_\_\_\_\_  
Clerk of Council

RICHLANDCOUNTYATTORNEY'S OFFICE

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

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

# Richland County Council Request of Action

**Subject**

Stormwater Division of Department of Public Works Purchase of a High Side Dumping Municipal Street Sweeper  
**[PAGES 109-132]**

**Notes**

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

Per Mr. Malinowski's Request:

Street Sweeper Solicitation History, Clarification and Information:

- The specifications were originally designed after conversations with department and maintenance personnel. As a result of these discussions, two items were determined to be especially important in the specifications. First, Stormwater requested a High Side-Dumping hopper on the unit. This would allow them to dump the material in a truck while on site, and continue sweeping after a few minutes of offloading the material. The standard sweeper would require them to stop sweeping, travel to the dump site at the landfill, empty the unit, and then return to the area they were working in. The high side-dump model will be much more efficient and productive. The second consideration would be that the sweeper system was driven by a separate, auxiliary motor and was not dependent on the truck chassis motor for power, which will be an advantage in the performance of maintenance service on the unit.
- The Florida Sheriff's contract offers five regenerative air sweepers, including the Tymco 600x. All of the units in the offer are standard sweeper models, with a rear container door for emptying and cleaning the unit, and they do not tilt for dumping of the hopper. The units are not stainless steel, as is the model we have received a bid on. Additionally, the auxiliary engine on the 600x is a 99HP John Deere, a slightly older model, which is 20HP less than the unit bid, and is a Tier 3 motor being remarketed as Tier 4i.
- Only two of the vendors from the Sheriff's contract, Tymco and Schwarze, offer the high side-dumping model as an option. I have built a basic projected cost for the Schwarze A7 Tornado high side-dumping unit and the Tymco 600x high side-dumping unit based on the options from the Sheriff's contract. This comparison will contain some, but not all of the options contained in the bid unit for the County. However, they offer an insight into the actual cost of the equipment purchased through the Florida contract. The costs for the units:

Tymco 600x, with High Side-Dumping (500x) option and some similar equipment	Schwarze A7 Tornado, with High Side-Dumping option and some similar equipment	Tymco 500x High Side-Dumping bid quote received by Richland County
\$242,463.00	\$254,092.00	\$229,819.00

\*\*\*\*Please note that these do not include sales tax. The projected costs from the Florida Sheriff's Association may not contain everything offered in the bid quote received by the County. These projections are for comparison, but are not identical to that offer.

- 
- Findings regards to Houston-Galveston Area Council and Florida Sheriff's Association "Cooperative Purchasing Program".

Please take into consideration the following:

- A fee is associated to become a member of the Cooperative Purchasing Program;
- The purchase is associated with out-of-state taxes and freight charges;
- The award vendors are located out-of-state (in most cases the state of Florida);
- SC Code of Ordinances Section 11-35-4810 -Cooperative Purchasing Authorized:  
**(see below)**

➤ **SECTION 11-35-4810. Cooperative purchasing authorized.**

Any public procurement unit may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which shall be made available to local public procurement units, except as provided in Section 11-35-4820 or except as may otherwise be limited by the board through regulations.

However, thirty days' notice of a proposed multi-state solicitation must be provided through central advertising and such contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors; provided, however, that the provisions of this paragraph do not apply to public institutions of higher learning if the institution demonstrates a cost savings to the Office of State Procurement in regard to the multi-state solicitation and procurement.

HISTORY: 1981 Act No. 148, Section 1; 1997 Act No. 153, Section 1; 2011 Act No. 74, Pt V, Section 8, eff August 1, 2011.

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➤ **ATTACHMENT A: COMPARISON OF THE 500X SPECS AND THE MODEL 600 SPECS**

➤ **ATTACHMENT B: AMICK EQUIPMENT'S LIST OF SALES OF THE TYMCO MODEL 500X TO OTHER ENTITIES SIMILAR TO RICHLAND COUNTY'S SPECIFICATIONS (WITH TIER EMISSION CHANGES, PRICING HAS CHANGED IN THE LAST 6 MONTHS AND RC HAS SPEC'D A TIER 4 ENGINE) – THE PRICING INFORMATION IS CONFIDENTIAL AND MAY BE PROVIDED TO COUNCIL MEMBERS, IF REQUIRED, DURING AN EXECUTIVE SESSION MEETING, RATHER THAN BEING INCLUDED IN THE COUNCIL'S AGENDA PACKAGE.**

➤ **THE FOLLOWING INFO IS PROVIDED BY AMICK EQUIPMENT:**

**"Florida Sheriffs Contract:**

**The Sherriff's contract is for a Tymco base Model 600. This is a non-dumping street sweeper with no options added. This will not work for the application in Richland County. There is an option on the contract to convert the 600 to a Model 500x. The total amount would be in excess of \$250,000.00.**

**HGAC:**

**The HGAC contract is for a Tymco base Model 500x body only for (\$149,650) You would then need to add a chassis (\$70,819), all options needed by the county (\$21,450), Freight (\$2,400) and training (\$1,800). The total amount would be in excess of \$245,000."**

**ATTACHMENT A:**



# Taking REGENERATIVE AIR to New Heights

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



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



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

Photo illustrations in this brochure include optional equipment.

## Superior Training from TYMCO

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



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

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

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



### Convenient Dealer Service Centers

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

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

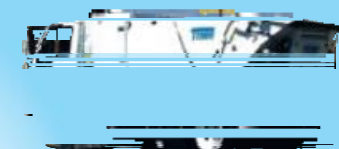
Specifications subject to change without notice.



**MODEL HSP®**  
High Speed Performance for Airport Runways



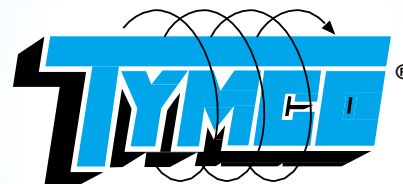
**MODEL 600®**  
Cabover



**MODEL DST-4®**  
Dustless Sweeping Technology



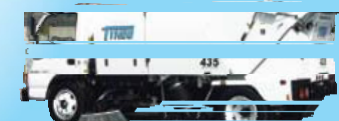
**MODEL 600®**  
Standard Cab



**MODEL 210®**  
Cabover



**MODEL DST-6®**  
Dustless Sweeping Technology

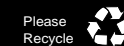


**MODEL 435®**

TYMCO REGENERATIVE AIR SWEEPERS are AQMD Rule 1186 Certified PM<sub>10</sub>-Efficient

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

MADE IN WACO, TEXAS **USA**



# High Side Dump REGENERATIVE AIR SWEEPER



The Tilt-N-Seal<sup>®</sup> blower system ensures long seal life between the hopper and blower housing.



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



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

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

(Contact factory for other available chassis)

## STANDARD FEATURES:

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



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



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



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



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

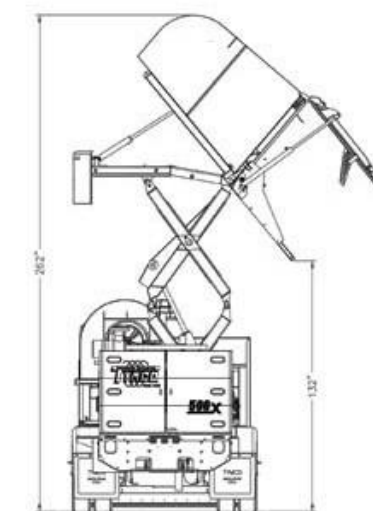
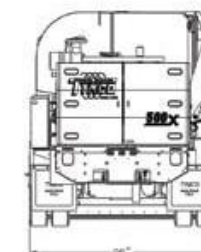
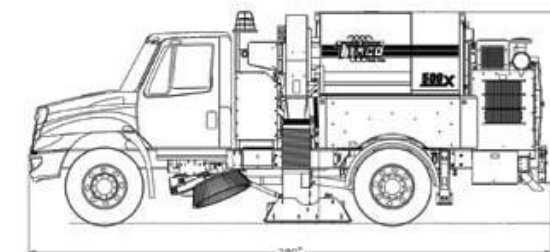


The TYMCO Model 500x<sup>®</sup> has a large stainless steel discharge chute, which projects debris into the middle of the container without the need of a side shift. The chute is designed to float 45 degrees upward, preventing major damage should it come in contact with the debris container.

## OVERALL DIMENSIONS (Approximate)

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

Dimensions and weight may vary with equipment

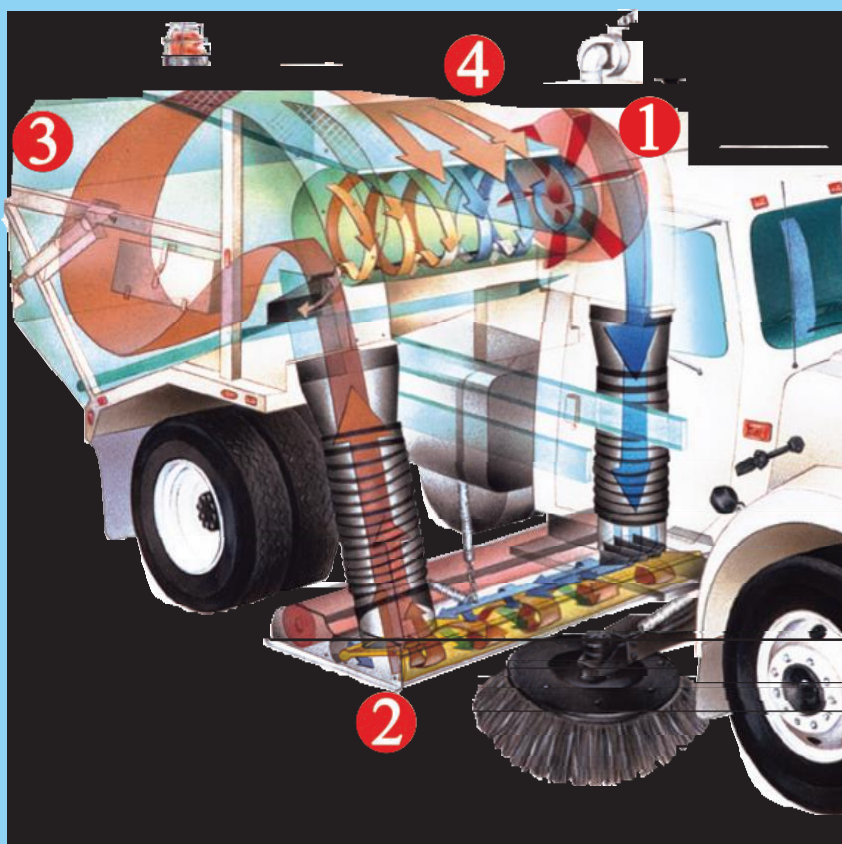


**TYMCO Regenerative Air Cleans Deeper**

## Key Features

- Large 7.3 Cubic Yard Hopper with over 10,000 lb. Payload
- Stationary Hopper with simple Raker Dump System
- Useable 87 inch wide Pick-Up Head with DUO-SKIDS
- Large 14 inch Suction and Pressure Hoses
- Powerful, yet Fuel Efficient Auxiliary Engine
- No Grease Fittings for Ease of Maintenance
- Powerful 43 inch "Trailing Arm" Gutter Brooms
- Centrally located Lighted Control Panel
- Simple Single Stage Hydraulic Cylinders
- Dust Control System - Efficient Low Volume High Pressure

## True Regenerative Air®



1. The closed-loop Regenerative Air System uses the force of a high velocity controlled jet of air created by the powerful blower wheel.

2. This jet of air blasts down and across the pick-up head onto the pavement and into the cracks forcing up into the air stream packed-on heavy debris as well as fine dust particles.

3. The debris laden air stream is pulled into the large hopper, where the air loses velocity and the larger debris falls to the bottom. A screen at the top of the hopper prevents items such as paper, cans and rocks from leaving the hopper and entering the centrifugal dust separator.

4. The patented centrifugal dust separator spins the air along the curved wall of the chamber until the micron size dust particles are skimmed off into the hopper. Only clean air is returned to the blower to start the Regenerative Air cycle again. This closed-loop system means no dirty air is exhausted into the environment only to settle on the surface again.

## Superior Training from TYMCO

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

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

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

- TYMCO offers full two-day schools
- Choose from over 30 schools scheduled per year
- Yearly class schedules and class agendas are available
- Learn through demonstrations on an operational sweeper
- Special schools arranged for large groups
- Register to attend on [www.tymco.com](http://www.tymco.com)



### Convenient Dealer Service Centers

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

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

Specifications subject to change without notice.

## TYMCO Builds a Model to Fit your Cleaning Needs



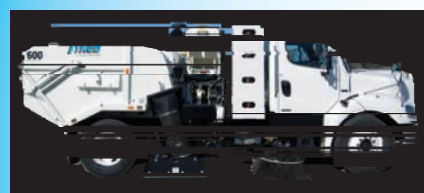
**MODEL HSP**  
High Speed Performance for Airport Runways



**MODEL 435**  
Mid-Sized Street Sweeper



**MODEL 500X**  
High Side Dump Street Sweeper



**MODEL 600 CNG**  
Compressed Natural Gas Powered



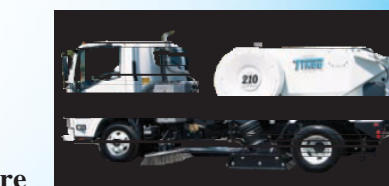
[www.tymco.com](http://www.tymco.com)  
1-800-258-9626



**MODEL DST-4**  
Dustless Sweeping Technology



**MODEL DST-6**  
Dustless Sweeping Technology



**MODEL 770**  
Parking Lot Sweeper

TYMCO REGENERATIVE AIR SWEEPERS are AQMD Rule 1186 Certified PM<sub>10</sub>-Efficient

0912 - 10M - 02SM © TYMCO, Inc. 2012

Sweeper chassis models may change without notice.

## Regenerative Air Sweeper



# Model 600 Regenerative Air Sweeper



## Cleaning Applications

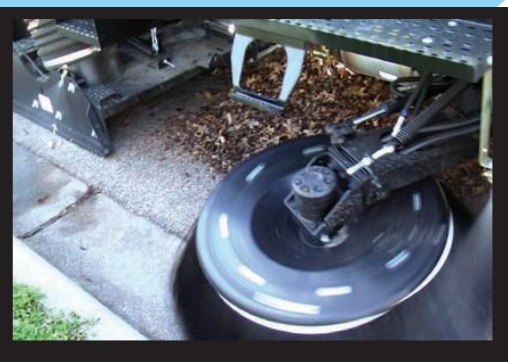
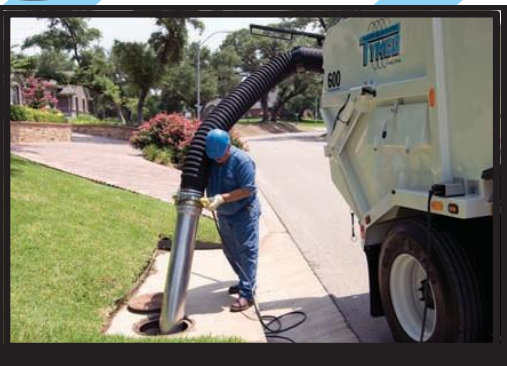
- Crowned, Cracked and Irregular Paved Streets and Roads
- BMP (Best Management Practice) for Stormwater Quality
- Porous and Permeable Pavements
- Airport Runways and Taxiways
- BMP for Fugitive Dust Control
- Industrial Facility Cleaning
- Asphalt and Concrete



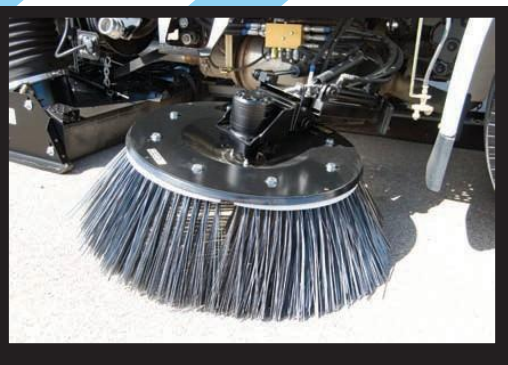
No Grease Fittings = Less Maintenance

## Options for Your Cleaning Needs

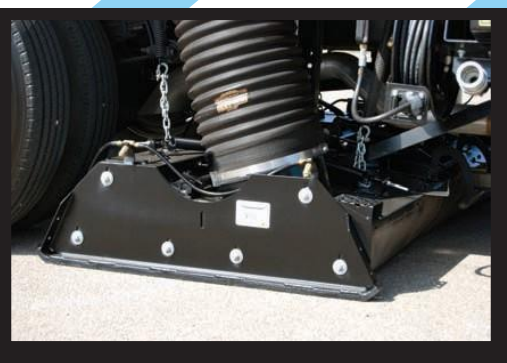
The Auxiliary Hand Hose is a powerful suction nozzle for hard to reach cleaning applications such as catch basins, sumps, fence lines, and around garbage containers. The hydraulic boom assist makes operation of the heavy duty hand hose easier.



The in-cab operated Pick-Up Head Front Curtain Lifter allows the operator to raise the front curtain allowing large amounts of lighter materials, such as leaves to easily pass beneath the pick-up head.



The 43 inch Gutter Brooms can be equipped with Hydraulic Tilt Adjusters, Variable Speed Control and Drop Down Mode allowing the brooms to work in an outboard or inboard position.



The TYMCO Broom Assist Pick-Up Head (BAH) provides an on-demand broom for applications where a center broom may be desired. In-cab controls allow for broom assisted sweeping only when needed, reducing broom wear.

## Additional Options

- An Abrasion Protection Package is available to protect your sweeper and extend component life when sweeping highly abrasive materials.
- Stainless Steel components are available for maximum corrosion resistance. The hopper, dump door, inspection doors, hopper screen, blower housing, dust separator and hopper drain can be fabricated with low carbon, high chrome stainless steel.
- High Output Water Dust Control System
- Hi/Low Pressure Washdown System
- Catch Basin Cleaning Package
- Sweeper Deluge System
- Hopper Drain System
- COMDEX® (Compact Design Extra Water)
- Auto Sweep Interrupt
- Lateral Air Flow System
- Glycol Recovery System
- Light, Standard and Heavy Duty Magnets

## Safety and Warning Devices

- Rear mounted ALTERNATING FLASHING LIGHTS - LED (2)
- Amber Beacon Light - LED with Limb Guard
- Rear mounted Floodlights
- Back Up Alarm

## Chassis Features

- Dual Steering with Tilt and Dual Instrumentation Panels
- Excellent Visibility, Maneuverability and Accessibility
- Dual Adjustable High Back Air Suspension Seats
- Remote Controlled Heated Power Mirrors

## Multiple Chassis Options



# TYMCO Regenerative Air Cleans Deeper™

## Richland County Council Request of Action

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

### **A. Purpose**

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

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

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

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

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

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

### **D. Financial Impact**

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

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

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

\*Added option (see attached pricing options)

**E. Alternatives**

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

**F. Recommendation**

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

Recommended by: Ismail Ozbek  
 Department: Public Works  
 Date: November 6, 2014

**G. Reviews**

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

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

**Finance**

Reviewed by: Daniel Driggers Date: 11/7/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Procurement**

Reviewed by: Cheryl Patrick Date: 11/7/2014  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

**Support Services**

Reviewed by: John Hixon Date: 11/10/14  
 Recommend Council approval  Recommend Council denial  
 Comments regarding recommendation:

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

**Legal**

Reviewed by: Elizabeth McLean

Date: 11/12/14

Recommend Council approval

Recommend Council denial

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

**Administration**

Reviewed by: Sparty Hammett

Date: 11/12/14

Recommend Council approval

Recommend Council denial

Comments regarding recommendation:







**RICHLAND COUNTY GOVERNMENT CERTIFIED BID TABULATION**

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

RICHLAND COUNTY  
PROCUREMENT DEPT  
2014 OCT 28 PM 2:00

**Pricing Options:**

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

**Options #1:**

2015 International 4300 – M7 **Deduct \$ 3,200.00**

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

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

Hydrant Wrench: **Add: \$52.00**

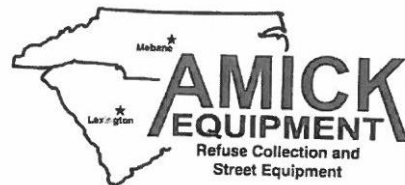
Hopper Vibrator: Electric with in cab control **Add: \$1,850.00**

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

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

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

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



*Additional options  
available*

800-922-3795 • [www.amickequipment.com](http://www.amickequipment.com)

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

*Requested Information asked for in bid:*

**Model Bid:**

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

**Training:**

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

**Warranty:**

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

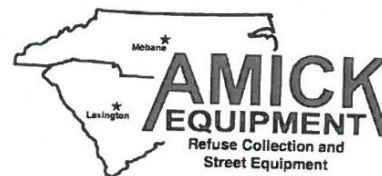
**On-Site Repair:**

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

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

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

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



REQUESTED Info

800-922-3795 • [www.amickequipment.com](http://www.amickequipment.com)

**Parts Stocking:**

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

**Loaner Equipment:**

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

**Users:**

**(Model 500x with same options as County bid)**

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

City of Clearwater  
Rick Carnley 727-562-4891

City of Richmond  
William Heckstall 804-646-1423

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

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

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

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

**Service Contact:**

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

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

**About Amick Equipment:**

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

*We are a supporting members of:*

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

10/27/14  


### Notes about the Tymco 500x:

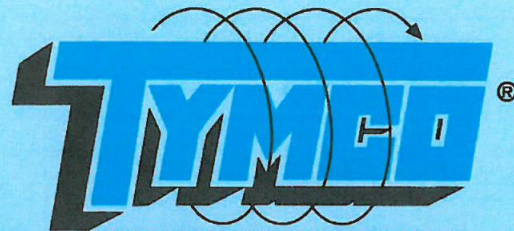
There are a couple of design and safety features that are included in the 500x that are important for both the operator and technician. In addition, there are several features that are standard on the Tymco 500x that other sweepers do not offer or have as additional options.

#### Design and Safety:

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



Info on the  
Tymco 500x



REGENERATIVE AIR SWEEPERS

# 500X<sup>®</sup>

AIR SWEEPER



*High Side Dump*

# REGENERATIVE AIR SWEEPER<sup>®</sup>

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

MADE IN WACO, TEXAS **USA**

# 500X<sup>®</sup>

## AIR SWEEPER

### High Side Dump



## STANDARD FEATURES:

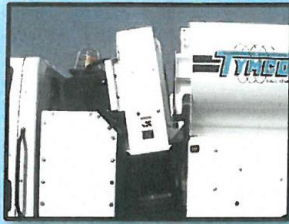
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- ⑩ The time tested, heavy duty Broom Assist Pick-up Head (BAH<sup>®</sup>) is controlled from inside the cab and provides extra cleaning power when needed.
- ⑪ The hopper drain system allows for sweeping in wet weather.
- ⑫ The electrical system incorporates "state of the art" multiplex diagnostic capability and integral solid-state circuit protection. *(not shown)*
- ⑬ The Model 500x<sup>®</sup> standard light package includes: behind the cab mounted strobe, two rear mounted LED stop/turn/signal lights, one work light for night time hopper dumping illumination, two rear mounted work lights and four rear mounted LED flashers.



*Photo illustrations in this brochure include optional equipment.*

## TYMCO Regenerative





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



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



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



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



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

# Air Cleans Deeper™



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

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

*(Contact factory for other available chassis)*



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

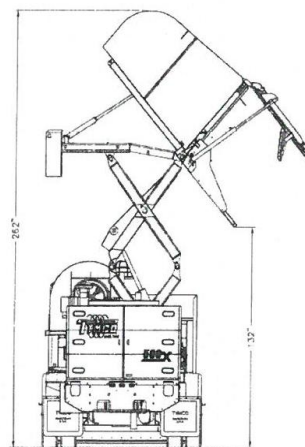
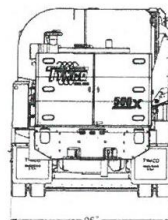
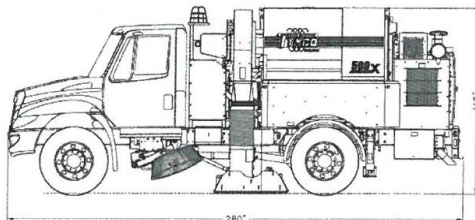


*The TYMCO Model 500x<sup>®</sup> has a large stainless steel discharge chute, which projects debris into the middle of the container without the need of a side shift. The chute is designed to float 45 degrees upward, preventing major damage should it come in contact with the debris container.*

### OVERALL DIMENSIONS (Approximate)

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

*Dimensions and weight may vary with equipment*



# Taking **REGENERATIVE AIR** to New Heights!

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



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

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



*Photo illustrations in this brochure include optional equipment.*

# Superior Training

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



Model 600 Illustration

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

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

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



## Convenient Dealer Service Centers

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

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

Specifications subject to change without notice.



**MODEL HSP®**  
High Speed Performance for Airport Runways



**MODEL 600®**  
Cabover



**MODEL DST-4®**  
Dustless Sweeping Technology



**MODEL 600®**  
Standard Cab



**MODEL 210®**  
Cabover



**MODEL DST-6®**  
Dustless Sweeping Technology



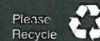
**TYMCO REGENERATIVE AIR SWEEPERS are AQMD Rule 1186 Certified PM<sub>10</sub>-Efficient**



**MODEL 435®**

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

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



# Richland County Council Request of Action

## **Subject**

- a. A Resolution Authorizing the extension of the investment period under a May 19, 2009 Fee Agreement by and between Richland County, South Carolina, and Trane U. S. Inc. [**PAGES 133-136**]
- b. Waterpark Contract

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE INVESTMENT PERIOD UNDER A MAY 19, 2009 FEE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND TRANE U.S. INC.**

WHEREAS, Richland County, South Carolina (the “**County**”), acting by and through its County Council (the “**County Council**”), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution and the Code of Laws of South Carolina 1976, as amended, and the case law of the Courts of the State of South Carolina (the “**State**”), to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the “**Act**”), to acquire, or cause to be acquired, properties (which properties constitute “**projects**” as defined in the Act) and to enter into agreements with any industry to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial development of the State will be promoted and trade developed by inducing manufacturing and commercial enterprise to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

WHEREAS, in the exercise of the foregoing powers, the County and Trane U.S. Inc. (the “**Company**”), have heretofore entered into an Agreement dated May 19, 2009 (the “**Fee Agreement**”) providing for certain incentives, including, without limitation, payment of a fee-in-lieu of taxes with respect to the **Project** (as defined in the Fee Agreement);

WHEREAS, the Company has requested, in accordance with Section 3.2(b) of the Fee Agreement, that the County extend the **Investment Period** (as defined in the Fee Agreement), as permitted by Section 12-44-30(13) of the Act, from the end of the fifth year following the **Commencement Date** (defined in the Fee Agreement as the last day of the property tax year in which Project property is first placed in service) until the end of the seventh year following the Commencement Date, so that the Investment Period shall continue through December 31, 2016;

WHEREAS, the County has determined that the extension of the Investment Period (the “**Extension**”) would directly and substantially benefit the general public welfare of the County by allowing the Company to complete the Project, by inducing the Company to make further investments and by providing the creation of jobs and employment, the increase of ad valorem tax base, service, employment or other public benefits not otherwise provided locally; that the Extension gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Extension, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the additional investments in and completion of the Project which is located in the County and State are of paramount importance; and that the benefits of the Extension and completion of the Project will be greater than the costs.

NOW, THEREFORE, BE IT RESOLVED, by County Council as follows:

Section 1. Approval of Extension of Investment Period. The County hereby grants an extension of the Investment Period under the Fee Agreement pursuant to Section 12-44-30(13) of the Act until the end of the seventh year following the Commencement Date, so that the Investment Period shall continue through December 31, 2016.

Section 2. Further Actions. 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 performance of all obligations of the County under this Resolution.

Section 3. Governing Law. This Resolution shall be construed and interpreted in accordance with the laws of the State.

Section 4. Severability. The provisions of this Resolution 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.

DONE, RATIFIED AND ADOPTED this 9th day of December, 2014.

RICHLAND COUNTY COUNCIL:

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Chairman

ATTEST:

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Clerk  
Richland County Council  
Richland County, South Carolina

~#4850-0707-8176 v.3~12/3/14~



# Richland County Council Request of Action

## **Subject**

Richland Memorial Hospital Board: (4) **[PAGES 137-163]**

- a. Kaziah S. DiMarco
- b. George King, Jr.
- c. Jerome Odom
- d. Charles Waddell
- e. Ray Borders Gray
- f. Harry Greenleaf
- g. Timothy Davis
- h. Lawrence Kerr
- i. Susan Raterree
- k. Erik Collins



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

**Applicant must reside in Richland County.**

Name: Kaziah S. DiMarco

Home Address: 3011 Hope Avenue

Telephone: (home) (910) 777-4372 (work) (803) 740-7702

Office Address: 1320 Main Street Suite 750

Email Address: kdimarco@laborlawyers.com, kaziahsd@gmail.com

Educational Background: Entrepreneurship and Business Dev B.S. UNC-Wilmington

Professional Background: Business Development, Strategy, Business Planning/Analysis

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

Name of Committee in which interested: Richland Memorial

Reason for interest: I take interest in Richland Memorial as vital to the health of the Midlands

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
My background is in strategy and Development. I believe I can help enhance opportunities for Richland Memorial

Presently serve on any County Committee, Board or Commission? Zonta International

Any other information you wish to give? on Human Trafficking Task Force for SC

Recommended by Council Member(s): NA

Hours willing to commit each month: As needed, dedicated to helping as much as I can

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

Yes \_\_\_\_\_ No **KSD** \_\_\_\_\_

#### STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes \_\_\_\_\_ No **KSD** \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

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

**Applications are current for one year.**

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

2



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

**Applicant must reside in Richland County.**

Name: George S. King, Jr.

Home Address: 2829 Sheffield Rd., Columbia, SC 29204

Telephone: (home) 765-2375 (work) 231-3542

Office Address: 520 Gervais St., Columbia, SC 29201

Email Address: george.king@southstatebank.com

Educational Background: Economics - University of Virginia; MBA - University of SC

Professional Background: EVP - Director of Private Wealth and Asset Management

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

Name of Committee in which interested: Richland Memorial Hospital - Board of Trustees

Reason for interest: Seeking reappointment after serving 6 years on the Richland Board.

Currently, serving 1st year of 2 year term - Palmetto Health's Board -(RMH appointee)

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

My professional and educational background give me a strong base to help steer  
and protect the hospital during these challenging times in healthcare.

Presently serve on any County Committee, Board or Commission? Richland Mem. Hospital

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

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: 15 - 20 hours

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

\_\_\_\_\_

  
Applicant's Signature

11/6/14  
Date

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

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

**Applications are current for one year.**

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

2



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

**Applicant must reside in Richland County.**

Name: Jerome (Jerry) D. Odom

Home Address: 510 Eagle Pointe Dr. Columbia, SC 29229

Telephone: (home) (803) 736-2051 (work) (803) 446-4499

Office Address: Retired--work at home

Email Address: odom@sc.edu

Educational Background: BS, UNC-Chapel Hill; PhD, Indiana University

Professional Background: 43 years as faculty member & administrator, USC-Columbia

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

Name of Committee in which interested: Palmetto Health Richland Board of Trustees

Reason for interest: Have served on this board and the Palmetto Health board and wish to use my acquired knowledge of health care for another term.

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

I have served on both the PH Richland and the Palmetto Health boards (Chair of PH Board, 2010-11); have continuously educated myself on the changing world of health cr

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

Any other information you wish to give? Very interested in continuing to serve

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

Hours willing to commit each month: As many as necessary

**CONFLICT OF INTEREST POLICY**

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

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

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

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

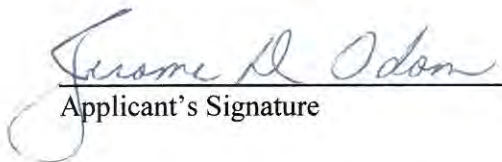
**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

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

  
Applicant's Signature

10/6/2014  
Date

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

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

**Applications are current for one year.**

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

2

**Dr. Jerry Odom**

**Retired Executive Director**

**University of South Carolina Foundations**

**Distinguished Professor Emeritus**

**Provost Emeritus**

Jerry Odom received his B.S. in Chemistry from the University of North Carolina-Chapel Hill (1964) and his Ph.D. from Indiana University (1968). After a year on a post-doctoral fellowship at Bristol University in England, he joined the faculty as an Assistant Professor in the Department of Chemistry and Biochemistry at the University of South Carolina in September 1969. He spent a year in Stuttgart, Germany in 1975-76 as an Alexander von Humboldt Fellow. His research focused on the chemistry of main group elements and on multinuclear magnetic resonance (NMR) studies. He has authored or co-authored over 160-refereed publications, five textbooks and one patent. He has generated millions of dollars in funding from federal agencies to support research. He was the Principal Investigator of a recent National Science Foundation award of \$20M which is the largest competitive award ever made by the NSF to South Carolina. He received some of the University's highest awards, including the Michael J. Mungo Undergraduate Teaching Award, the Amoco Foundation Outstanding Teacher Award, the Russell Research Award for Science, Mathematics, and Engineering and the Educational Foundation Distinguished Service Award. Jerry also served the University as Chair of Chemistry and Biochemistry (1986-92), Dean of the College of Science and Mathematics (1994-97) and Executive Vice-President of



Academic Affairs and Provost (1997-2004). He retired from the University of South Carolina in 2006 to assume the position of Executive Director of University Foundations. In that position he supervised the activities of the USC Educational and Development Foundations as well as serving on the Boards of the USC Research Foundation, the Business Partnership Foundation and the Alumni Association Governing Board. He is (has been) a member of a number of external Boards (e.g. Palmetto Health Richland, Palmetto Health, Palmetto Health Heart Hospital, Junior Achievement and the University of South Carolina Child Development Center). He has also been very active nationally in the EPSCoR/IDeA programs, serving on the EPSCoR Coalition (Chair, 2010-12) and Foundation (Chair, 2005) Boards. He also organized a workshop and authored a report for the National Science Foundation entitled "EPSCoR 2020" that was a 10-year strategic plan for the NSF EPSCoR Program.

In August, 2014, Jerry was the recipient of an honorary Doctorate of Science degree from the University of South Carolina for his many contributions to the University over a 43 year span.

Jerry is married to Toni Odom and has two children (Jules and Ben) and three grandchildren (William, Eliza and John David). Jerry and Toni enjoy playing competitive tennis and spending time at their lake house on Lake Wateree.



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

**Applicant must reside in Richland County.**

Name: Charles D. Waddell  
Home Address: 7 Cannon Grove Court, Columbia, SC 29229  
Telephone: (home) (803) 788-6590 (work) (803) 777-7822  
Office Address: 1304 Heyward Street, Columbia, SC 29208  
Email Address: Charlesw@sc.edu  
Educational Background: MBA & BS Industrial Relations - UNC Chapel Hill  
Professional Background: Deputy Athletic Director at The University of South Carolina  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: RMH Board of Trustees  
Reason for interest: Give back to the Columbia Community

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Finance and management background.

Presently serve on any County Committee, Board or Commission? RMH Board of Trustees  
Any other information you wish to give? \_\_\_\_\_  
Recommended by Council Member(s): \_\_\_\_\_  
Hours willing to commit each month: \_\_\_\_\_

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

Charles Waddell 9/11/2014  
Applicant's Signature Date

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

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

**Applications are current for one year.**

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

# CHARLES D. WADDELL

7 CANNON GROVE COURT  
COLUMBIA, SC 29229  
803-788-6590 (H)  
803-727-2912 (C)  
CHARLESW@SC.EDU

## PROFESSIONAL EXPERIENCE

**DEPUTY ATHLETICS DIRECTOR, UNIVERSITY OF SOUTH CAROLINA**, Columbia, SC. August 2012 to Present. Responsible for the supervision of Men's and Women's Track and Field, Women's Cross Country, Football and Women's Basketball. Oversees the management of the Sports Medicine, Video Support, and Strength and Conditioning Programs. The staff liaison to Under Armour, the exclusive provider of athletic apparel for USC. Involved in the negotiations and selection of Under Armour and IMG as the apparel and media partners for the Athletics Department. Also, assists the Athletics Director with special projects and external relations.

**ASSOCIATE ATHLETICS DIRECTOR, UNIVERSITY OF SOUTH CAROLINA**. Columbia, SC. February 2006 to August 2012. Responsible for the supervision of Men's and Women's Track and Field, Women's Cross Country and Football. Also supervised Women's Basketball and Men's and Women's Swimming and Diving. Oversees the management of the Sports Medicine, Video Support, and Strength and Conditioning Programs. The staff liaison to Under Armour, the exclusive provider of athletic apparel for USC and Global Spectrum, the manager of the Colonial Life Arena. Involved in the negotiations and selection of Under Armour and IMG as the apparel and media partners for the Athletics Department. Also, assists the Athletics Director with special projects and external relations.

**VICE CHANCELLOR OF INSTITUTIONAL ADVANCEMENT, FAYETTEVILLE STATE UNIVERSITY**. Fayetteville, N.C., February 2004 to January 2006. Responsible for all development and fundraising-related matters and for the planning and organization of university-relations and public affairs programs. Provided leadership in areas of major gifts, annual giving, and prospect research and management as well as areas such as media relations, community relations, and crisis communications. Responsible for strategic and operational goals for fundraising, university relations and public affairs. Worked in close partnership with the Chancellor, members of the Board of Trustees and the Foundation's Board of Directors on all development efforts, including the cultivation of individual donors, foundations and corporate sponsors. 2004-05 fundraising efforts were 165% of the previous year's totals. In addition, the total number of donors and new donors was up 282% and 480% respectively during that period.

**MAJOR ACCOUNT EXECUTIVE, IKON OFFICE SOLUTIONS**. Charlotte, N.C., June 2003 to February 2004. Managed the relationship with major accounts in North Carolina. Assisted clients with document workflow applications while expanding the equipment and service base within those companies.

**DIRECTOR OF MARKETING AND SPONSORSHIPS, RICHARDSON SPORTS**, Charlotte, N.C., July 1994 to January 2003. Responsible for advertising and corporate sponsorships for the Carolina Panthers Football Club. Developed and sold advertising and sponsorship packages for major corporate sponsors, working with print and broadcast media to sell advertising inventory as well as assure fulfillment of all elements of sponsorship agreements. Provided marketing support to partner companies helping them activate their sponsorships ( examples; Coca Cola Trading Cards; Carolina Panthers Fan Club presented by Lowes; etc. ). Over \$100,000,000 of revenue was generated for the 1995 through the 2002 NFL Seasons. Also monitored the "Fair Share" agreement between NAACP and Richardson Sports and Carolina Stadium Corporation to assure fulfillment of corporate responsibility regarding diversity in hiring practices, vendor affiliations and other business ventures.

**PRESIDENT & CO-OWNER, WADDELL DISTRIBUTORS, INC.**, Charlotte, N.C., May 1996 to August 1999. Managed and funded a bottled water franchise. A start-up company that began with one employee and no accounts, had eight employees and 1,500 accounts when it was sold after three years.

**ASSISTANT COMMISSIONER, BIG TEN CONFERENCE**, Park Ridge, Ill., December 1990 to July 1994. Created and supervised Big Ten Conference marketing and licensing programs. The Big Ten Conference was the first collegiate conference to establish major agreements for conference marketing and licensing.

Served as the conference liaison on the Big Ten Conference Compliance Committee, which was comprised of faculty members, athletic directors and senior women administrators. Committee reviewed and acted on violations and allegations of violations of NCAA and Big Ten Conference rules. As Conference liaison, worked with institutions' compliance officers and representatives of NCAA Enforcement Services and Legislative Services. Served as representative to other Big Ten Conference associations: minority advisory commission, sports medicine committee, and the promotions & public relations committee. Served as Conference liaison to athletic directors', head football coaches' and track-and-field coaches' groups, apprising them of new or proposed legislation and changes in Conference and NCAA rules.

**VICE PRESIDENT, NNCB CAPITAL MARKETS**, Charlotte, N.C., July 1984 to December 1990. Managed corporate securities trading desk: supervised trading of new-issue and secondary securities. Worked with sales group to manage clients' portfolios. Managed trading desk for federal funds and repurchase agreements: oversaw NNCB's \$1 billion funds account at the Federal Reserve and responsible for financing of NNCB's \$3 billion portfolio of treasury securities. Other experience included responsibility for currency arbitrage and for trading money market, asset-backed, government and agency securities, financial futures and Eurodollars.

**ACADEMIC & FITNESS DEVELOPMENT DIRECTOR, UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL**. August 1979 to July 1982. Organized and coordinated physical-development programs for the 26 varsity teams. Oversaw academic-affairs programs of 24 Olympic sports and football teams. Provided academic counseling and instruction to student-athletes. (Was the Assistant Director of Academic & Fitness Development until July 1981.)

**PROFESSIONAL FOOTBALL PLAYER, NATIONAL FOOTBALL LEAGUE**. Tampa Bay Buccaneers, November 1977 to November 1978. Seattle Seahawks, March 1976 to September 1977. San Diego Chargers, July 1975 to March 1976.

## **E D U C A T I O N**

**B.S., INDUSTRIAL RELATIONS**, University of North Carolina at Chapel Hill, 1975

**M.B.A., FINANCE & MARKETING**, University of North Carolina at Chapel Hill, 1984

## **A C A D E M I C & C A M P U S H O N O R S**

- ◆ Dean's List, UNC-CH, 1973
- ◆ All-ACC Academic Honor Roll, UNC-CH, 1973-1974
- ◆ Order of the Old Well, UNC-CH, 1975
- ◆ Order of the Grail, UNC-CH, 1975
- ◆ Consortium Fellowship for Graduate Study in Management, UNC-CH, 1982-1984

## **A T H L E T I C A W A R D S**

- ◆ The Patterson Medal, highest athletic award at UNC-CH, 1975
- ◆ Varsity letters in football (1972-74), track (1973) and basketball (1973-74); last three sport letterman
- ◆ All-ACC Football Team Member, 1973
- ◆ *The Sporting News* Football All-American, 1974

## **C I V I C   A C T I V I T I E S**

*W&S*

- ◆ Board of Visitors, University of North Carolina at Chapel Hill
- ◆ Board of Trustees, the Richland Memorial Hospital in Columbia, SC
- ◆ National Football Foundation, Board of Directors – Columbia Chapter
- ◆ UNC-CH Foundation, Inc. Board of Directors
- ◆ Member of UNC-CH Search Committees for the Chancellor and Head Football Coach
- ◆ UNC-CH Educational Foundation Executive Committee
- ◆ UNC-CH Alumni Association Board of Directors (athletic and district appointment)
- ◆ UNC-CH Black Alumni Association, Charlotte Chapter (Charter Member)
- ◆ Charlotte 1994 Final Four Committee
- ◆ BRIDGES Jobs Program for Disadvantaged Youth Board of Directors
- ◆ Selection Committee, Morehead Scholarship (Mecklenburg County)
- ◆ Mecklenburg County Bar Association Grievance Committee
- ◆ Charlotte Sports Commission Board of Directors
- ◆ Charlotte Touchdown Club Board of Directors
- ◆ AAU Basketball Coach, Boys' and Girls' Teams

## **R E F E R E N C E S**

### **JERRY RICHARDSON**

Carolina Panthers Founder/Owner  
Bank of America Stadium  
800 S. Mint Street  
Charlotte, NC 28277  
704-358-7501

### **JAMES DELANY**

Commissioner  
The Big Ten Conference  
1500 West Higgins Road  
Park Ridge, IL 60068-6300  
847-696-1010

### **RAY TANNER**

Athletics Director  
University of South Carolina  
1304 Heyward Street  
Columbia, SC 28208  
803-777-1408



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

**Applicant must reside in Richland County.**

Name: Ray Borders Gray

Home Address: 1404 Oak Street, Columbia, SC 29204

Telephone: (home) (803) 988-0684 (work) (803) 545-3779

Office Address: 1737 Main Street, Columbia, SC 29201

Email Address: rbgray@columbiasc.net

Educational Background: BA emphasis Journalism; MBA

Professional Background: Governmental Affairs and Community Relations

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

Name of Committee in which interested: Richland Memorial Hospital

Reason for interest: I want to be an active participant who has input in the decision making process.

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

I have a tremendous background in governmental affairs and public relations, which could helpful on the Board.

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

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

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

Hours willing to commit each month: Varies

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

**Applications are current for one year.**

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





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

**Applicant must reside in Richland County.**

Name: Harry Edloe Greenleaf II

Home Address: 104 WildeWood Club Court, Columbia, SC 29223

Telephone: (home) (803) 419-7214 (work) (803) 361-1363

Office Address: 700 E North Street, Greenville, SC 29601

Email Address: EdGreenleaf@hotmail.com

Educational Background: Master of Public Administration, USC, 1986; BA, USC, 1984

Professional Background: 2014 - VP, Scarlett Surveys, 1986 - 2014 - BCBS of SC

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

Name of Committee in which interested: Richland Memorial Hospital

Reason for interest: I am keenly interested in how we can position RMH to continue to improve performance metrics and serve the community as a whole.

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

With 27 years of experience administering Medicare and education in Public Administration and Economics, I am ideally suited to serve on the RMH Board

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

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

Recommended by Council Member(s): Jim Manning, Seth Rose and Julie-Ann Dixon

Hours willing to commit each month: 16 - 20 hours

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

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

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

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

2



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

**Applicant must reside in Richland County.**

Name: Timothy Edward Davis

Home Address: 90 Hunters Pond Drive, Columbia SC 29229

Telephone: (home) 803 736-8029 (work) 803 397-6227

Office Address: 1225 Laurel Street, Columbia SC 29201

Email Address: TDavis@advancedcaregmt.com

Educational Background: Business Management, Community College of The Air Force

Professional Background: Information Management/Financial Advisor Merrill Lynch/CEO

Advanced Care Management, LLC

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: Interested in Care Coordination or Seniors and individuals with Disabilities and Needs. Expanding services for inter-city and rural people.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: I have been a Vice President of the National Pharmacy as well as presently am CEO of a Care Coordination Company. That coupled with my background in Financial services and prior 20 years of military experience I believe can serve the community. Former Vice Chairman of the Brookland Foundation, Fundraising Chairperson, Supervisor of Brookland Federal Credit Union, Board of Director Edgewood Foundation and Vice Chairperson of the First Tee of Columbia. Appointed by SC Legislator as an Advisor to the Lt Governors Office on Aging as for 4 years.

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

Any other information you wish to give? No.    

Recommended by Council Member(s): Kelvin Washington

Hours willing to commit each month: 6 to 10.

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

If so, describe: I own Advanced Care Management, LLC

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

*Timothy E. Davis*  
Applicant's Signature

11/17/2014  
Date

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

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**Applications are current for one year.**

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



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

**Applicant must reside in Richland County.**

Name: Lawrence S. Kerr, M.D., J.D.

Home Address: 634 Hatrick Road, Columbia, S.C. 29209

Telephone: (home) (803) 783-5199 (work) (803) 360-0969

Office Address: same as above

Email Address: kerr911@gmail.com

Educational Background: M.D. degree, Law degree

Professional Background: Practicing Internist x 17 years, Practicing law since 2002

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: Lifetime of work helping patients, doctors and hospitals in the provision of healthcare.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
Extensive knowledge regarding the delivery of healthcare from both a medical and legal standpoint.

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

Any other information you wish to give? Happy to provide CV if desired.

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

Hours willing to commit each month: Whatever is necessary.

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

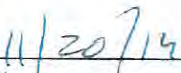
Yes \_\_\_\_\_ No  \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

  
Applicant's Signature

  
Date

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

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

**Applications are current for one year.**

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



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

**Applicant must reside in Richland County.**

Name: Susan Ratteree

Home Address: 8 Myrtle Ct., Columbia, SC 29205

Telephone: (home) (803) 779-7412 (work) \_\_\_\_\_

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

Email Address: emilyd@sc.rr.com

Educational Background: BS Radiologic Technology

Professional Background: Medical Dosimetrist

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

Name of Committee in which interested: Richland Memorial Hospital Board

Reason for interest: I think Palmetto Richland needs assistance in once again becoming the premier hospital of the midlands.

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

30+ years in Radiation Oncology in both hospital and private settings including management experience; currently am a regional rep. for national association

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

Any other information you wish to give? No

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

Hours willing to commit each month: as many as needed

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

Jose H. Retterer  
Applicant's Signature

11-20-14  
Date

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

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**Applications are current for one year.**

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



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

**Applicant must reside in Richland County.**

Name: Erik L. Collins  
Home Address: 431 Barnwell St. Columbia SC 29205  
Telephone: (home) 803-771-4647 (work) 803-777-3310  
Office Address: School of Journalism/Mass Communications, USC, Columbia SC 29208  
Email Address: ecollins@mailbox.sc.edu  
Educational Background: Ph.D., Mass Comm, Syracuse Univ, J.D., Law, Ohio State  
Professional Background: Prof/administrator, Corp comm exec at Miller & Philip Morris  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Richland Memorial Hospital Board  
Reason for interest: I recently retired from full-time teaching/administration at USC and now have time to devote to community service.  
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I have experience as an administrator in both the private and public sectors. I have served on and chaired three different condominium association boards.  
Presently serve on any County Committee, Board or Commission? N/A  
Any other information you wish to give? N/A  
Recommended by Council Member(s): N/A  
Hours willing to commit each month: 10-15

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

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

11/21/14  
\_\_\_\_\_  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject**

Building Codes Board of Appeals: (1) [**PAGES 164-166**]

a. Jeff Allen



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

**Applicant must reside in Richland County.**

Name: Jeff Allen

Home Address: 133 Elstow Road, Irmo, SC, 29063

Telephone: (home) (803) 800-7486 (work) (803) 798-4979

Office Address: 6017 St. Andrews Road, Columbia, SC, 29212

Email Address: marshalone@irmofire.org

Educational Background: some college

Professional Background: former corporate management; current 20 yr. Fire Marshal

Male

Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: Building Codes Board of Appeals

Reason for interest: Help to maintain consistency in how the Codes are enforced

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

Well known in the State of South Carolina as a go to person for questions regarding  
Fire Code and related issues.

Presently serve on any County Committee, Board or Commission? Yes.

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

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

Hours willing to commit each month: open

**CONFLICT OF INTEREST POLICY**

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

  
Applicant's Signature

2014.11.13  
Date

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

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

**Applications are current for one year.**

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

# Richland County Council Request of Action

**Subject**

Accommodations Tax Committee: (1) [**PAGES 167-172**]

- a. Samuel Guerry
- b. Bill McCracken



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Bill McCracken  
Home Address: 105 Red Coat Lane, Columbia, S.C. 29223  
Telephone: (home) 988-3952 (work) 960-5210  
Office Address: \_\_\_\_\_  
Email Address: bmccracken51@gmail.com  
Educational Background: 2 yrs - College  
Professional Background: Caterer of Blue Marlin Signature Catering  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: A Tax Committee  
Reason for interest: would like another 2 year term

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

Hospitality Background - 30 yrs +

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

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

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

Hours willing to commit each month: what ever needed

CONFLICT OF INTEREST POLICY

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



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

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

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

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

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

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

Bell M<sup>c</sup>Cracken  
Applicant's Signature

11/18/14  
Date

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

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

**Applications are current for one year.**

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



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

**Applicant must reside in Richland County.**

Name: Samuel W. Guerry

Home Address: 14 Peyton Road, Columbia, S.C. 29209

Telephone: (home) 719-2583 (work) 751-4906

Office Address: 3630 Semmes Rd., Ft. Jackson, S.C. 29207

Email Address:

sguerry1@att.net

Educational Background: Some College, Midlands TEC; Dreher High School Class of 1970

Professional Background: Food & Beverage Industry since 1976, Business Mgr., Ft. Jackson  
Officers' Club since 1990

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

Name of Committee in which interested: Accommodations Tax Committee

Reason for interest: Interested in becoming more involved in Columbia/community and having  
more direct input into how our tax dollars are allocated.

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

38 years in the Food & Beverage/Hospitality Industry, Born & Raised in Columbia, Homeowner,  
Grandfather, Great believer and interested in Columbia's continued growth and marketing the  
City's culinary and cultural communities

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

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

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

Hours willing to commit each month: As needed

**CONFLICT OF INTEREST POLICY**

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

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

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

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

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

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

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

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

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

  
Applicant's Signature

11/16/14  
Date

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

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

**Applications are current for one year.**

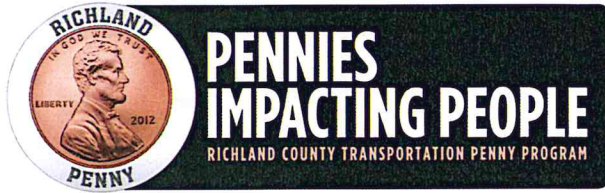
<b>Staff Use Only</b>		
Date Received: _____	Received by: _____	
Date Sent to Council: _____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied <input type="checkbox"/> On file

# Richland County Council Request of Action

**Subject**

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Resurfacing Packages A & B [**PAGES 174-177**]
- b. Innovista Project - Greene Street Phase I
- c. County Transportation Improvement Program [**PAGES 178-207**]



December 3, 2014  
 Christy Swofford  
 Richland County Procurement  
 2020 Hampton St., Suite 3064  
 Columbia, SC 29204

Re: Richland County  
 2014 Resurfacing Package A Project  
 Project No. RC-100-PT-1415

Dear Mrs. Swofford:

The Richland Penny has reviewed the five (5) submitted bids for the Richland County 2014 Resurfacing Package A Project and found no irregularities in the lowest bid. The bids were as follows:

Sloan Construction Company	\$931,731.33
Boggs Paving Inc.	\$1,049,621.00
Turner Asphalt	\$1,088,645.00
The Lane Construction Corp.	\$1,092,437.05
C. R. Jackson, Inc.	\$1,150,617.82

Attached is a final bid tab sheet for your reference. A review of the contract with the low bid shows a commitment of 16% utilization of Disadvantage Business Enterprise (DBE) companies. The Richland Penny recommends that the contract to be awarded to low bidder, Sloan Construction Company. It is further recommended that the approval of the award also include a 10% contingency of \$93,173.00. We will schedule the pre-construction conference once we have been notified by you that council has approved the contract.

Sincerely,

Clem Watson, P.E.  
 Construction Engineering Manager  
 Richland County Transportation Penny Program

Concur: Rob Perry  
 Rob Perry, Director of Transportation

Approved: \_\_\_\_\_  
 Christy Swafford, Assistant Director of Procurement & Contracting

201 Arbor Lake Drive • Columbia, SC 29223 P: 803-726-6170 F: 844-RCPenny

EMAIL: info@RichlandPenny.com WEB: www.RichlandPenny.com

2014 RICHLAND COUNTY RESURFACING PROJECT PACKAGE A

BAIS #	DESCRIPTION	UNITS	LENGTH (MI.)	4.823	Engineer's Estimate		Sloan		Boggs		Turner		Lane		C.R. Jackson	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS		NEC.	\$ 42,917.26	\$ 42,917.26	\$ 73,500.00	\$ 73,500.00	\$ 20,000.00	\$ 20,000.00	\$ 54,000.00	\$ 54,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
1071000	TRAFFIC CONTROL	LS		NEC.	\$ 35,700.00	\$ 35,700.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
3071060	CEMENT STABILIZED EARTH-BASE COURSE (6" UNIFORM)	SY		11919.000	\$ 6.10	\$ 72,705.90	\$ 5.00	\$ 59,595.00	\$ 10.00	\$ 119,190.00	\$ 8.10	\$ 96,543.90	\$ 10.00	\$ 119,190.00	\$ 10.00	\$ 119,190.00
3072000	PORTLAND CEMENT FOR CEMENT STAB. EARTH-BASE COURSE	TON		210.000	\$ 132.50	\$ 27,825.00	\$ 120.00	\$ 25,200.00	\$ 130.00	\$ 27,300.00	\$ 125.00	\$ 26,250.00	\$ 135.00	\$ 28,350.00	\$ 135.00	\$ 28,350.00
4011004	LIQUID ASPHALT BINDER PF64-22	TON		370.000	\$ 713.47	\$ 263,983.90	\$ 575.00	\$ 212,750.00	\$ 650.00	\$ 240,500.00	\$ 665.00	\$ 246,050.00	\$ 675.00	\$ 249,750.00	\$ 675.00	\$ 249,750.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (2" UNIF.)	SY		4105.000	\$ 16.54	\$ 67,896.70	\$ 19.00	\$ 77,995.00	\$ 17.50	\$ 71,837.50	\$ 21.50	\$ 88,257.50	\$ 28.00	\$ 114,940.00	\$ 28.00	\$ 114,940.00
4013990	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY		1393.000	\$ 49.14	\$ 68,452.02	\$ 60.00	\$ 83,580.00	\$ 52.00	\$ 72,436.00	\$ 63.25	\$ 88,107.25	\$ 50.00	\$ 69,650.00	\$ 50.00	\$ 69,650.00
4030340	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY		25346.000	\$ 2.10	\$ 53,226.60	\$ 3.75	\$ 95,047.50	\$ 1.50	\$ 38,019.00	\$ 2.00	\$ 50,692.00	\$ 2.00	\$ 50,692.00	\$ 2.00	\$ 50,692.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON		5887.000	\$ 40.84	\$ 240,425.08	\$ 59.00	\$ 347,333.00	\$ 70.00	\$ 412,090.00	\$ 58.00	\$ 341,446.00	\$ 59.00	\$ 347,333.00	\$ 59.00	\$ 347,333.00
4036310	ALTERNATE ULTRA THIN LIFT HMA OR MICRO SURF. TREATMENT	SY		12415.000	\$ 4.05	\$ 50,280.75	\$ 4.50	\$ 55,867.50	\$ 5.50	\$ 68,282.50	\$ 5.00	\$ 62,075.00	\$ 5.00	\$ 62,075.00	\$ 5.00	\$ 62,075.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF		816.000	\$ 4.97	\$ 4,055.52	\$ 5.00	\$ 4,080.00	\$ 10.00	\$ 8,160.00	\$ 5.15	\$ 4,202.40	\$ 4.25	\$ 3,468.00	\$ 4.25	\$ 3,468.00
6241010	4" WHITE SOLID LINES (PVT. EDGE LINES)-PERM.PVMT.MARKING	LF		280.000	\$ 0.60	\$ 168.00	\$ 2.25	\$ 630.00	\$ 2.00	\$ 560.00	\$ 0.55	\$ 154.00	\$ 0.60	\$ 168.00	\$ 0.60	\$ 168.00
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)-PERM.PVMT.MARKING	LF		59.000	\$ 27.60	\$ 1,628.40	\$ 12.00	\$ 708.00	\$ 10.00	\$ 590.00	\$ 25.00	\$ 1,475.00	\$ 27.50	\$ 1,622.50	\$ 27.50	\$ 1,622.50
6241030	WHITE SINGLE ARROWS (L.T. STRGHT. RT) PERM.PVMT.MARKING	EA		2.000	\$ 110.50	\$ 221.00	\$ 75.00	\$ 150.00	\$ 150.00	\$ 300.00	\$ 100.00	\$ 200.00	\$ 110.00	\$ 220.00	\$ 110.00	\$ 220.00
6241074	4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	LF		880.000	\$ 0.61	\$ 536.80	\$ 2.25	\$ 1,980.00	\$ 2.00	\$ 1,760.00	\$ 0.55	\$ 484.00	\$ 0.60	\$ 528.00	\$ 0.60	\$ 528.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS B-DIR. - 4"x4"	EA		4.000	\$ 27.60	\$ 110.40	\$ 25.00	\$ 100.00	\$ 50.00	\$ 200.00	\$ 25.00	\$ 100.00	\$ 27.50	\$ 110.00	\$ 27.50	\$ 110.00
7203130	CONCRETE CURB AND GUTTER(1-5') OCEE	LF		20.000	\$ 35.80	\$ 716.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00	\$ 100.00	\$ 2,000.00	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00
81001000	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE		0.042	\$ 21,000.00	\$ 882.00	\$ 2,500.00	\$ 105.00	\$ 420.00	\$ 10,000.00	\$ 420.00	\$ 9,523.81	\$ 400.00	\$ 1,321.32	\$ 1,321.32	\$ 1,321.32
<b>Total</b>						\$ 931,731.33		\$ 1,049,621.00		\$ 1,088,645.00		\$ 1,092,437.05		\$ 1,150,617.82		\$ 1,150,617.82

DBE Commitment=

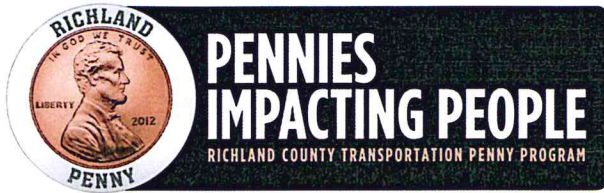
16%

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December 3, 2014  
 Christy Swofford  
 Richland County Procurement  
 2020 Hampton St., Suite 3064  
 Columbia, SC 29204

Re: Richland County  
 2014 Resurfacing Package B Project  
 Project No. RC-101-PT-1415

Dear Mrs. Swofford:

The Richland Penny has reviewed the five (5) submitted bids for the Richland County 2014 Resurfacing Package B Project and found no irregularities in the lowest bid. The bids were as follows:

Sloan Construction Company	\$1,122,600.22
Boggs Paving Inc.	\$1,166,417.80
The Lane Construction Corp.	\$1,372,255.16
C. R. Jackson, Inc.	\$1,384,412.71
Turner Asphalt	\$1,438,480.00

Attached is a final bid tab sheet for your reference. A review of the contract with the low bid shows a commitment of 6% utilization of Disadvantage Business Enterprise (DBE) companies. The Richland Penny recommends that the contract to be awarded to low bidder, Sloan Construction Company. It is further recommended that the approval of the award also include a 10% contingency of \$112,260.00. We will schedule the pre-construction conference once we have been notified by you that council has approved the contract.

Sincerely,

Clem Watson, P.E.  
 Construction Engineering Manager  
 Richland County Transportation Penny Program

Concur: \_\_\_\_\_  
 Rob Perry, Director of Transportation

Approved: \_\_\_\_\_  
 Christy Swafford, Assistant Director of Procurement & Contracting

201 Arbor Lake Drive • Columbia, SC 29223 P: 803-726-6170 F: 844-RCPenny

EMAIL: info@RichlandPenny.com WEB: www.RichlandPenny.com



2014 RICHLAND COUNTY RESURFACING PROJECT PACKAGE B

BAMS #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Sloan		Boggs		Lane		C.R. Jackson		Turner	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	\$ 19,693.00	\$ 19,693.00	\$ 37,500.00	\$ 37,500.00	\$85,000.00	\$ 65,000.00	\$ 50,000.00	\$ 50,000.00	\$25,000.00	\$ 25,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	\$ 39,400.00	\$ 39,400.00	\$ 7,500.00	\$ 7,500.00	\$31,000.00	\$ 31,000.00	\$ 55,000.00	\$ 55,000.00	\$15,000.00	\$ 15,000.00
4011004	LIQUID ASPHALT BINDER PF64-22	TON	531,000	\$ 713.47	\$ 378,852.57	\$ 575.00	\$ 305,325.00	\$ 665.00	\$ 353,115.00	\$ 675.00	\$ 358,425.00	\$ 650.00	\$ 345,150.00
	FULL DEPTH ASPHALT PATCHING (2" UNIF.)	SY	4805,000	\$ 15.41	\$ 74,045.05	\$ 17.00	\$ 81,685.00	\$ 19.00	\$ 91,295.00	\$ 28.00	\$ 134,540.00	\$ 17.50	\$ 84,087.50
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	4745,000	\$ 34.33	\$ 162,895.85	\$ 40.00	\$ 189,800.00	\$ 55.00	\$ 260,975.00	\$ 50.00	\$ 237,250.00	\$ 52.00	\$ 246,740.00
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	29911,000	\$ 2.10	\$ 62,813.10	\$ 3.00	\$ 89,733.00	\$ 2.00	\$ 59,822.00	\$ 2.25	\$ 67,299.75	\$ 1.50	\$ 44,866.50
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	8769,000	\$ 41.53	\$ 364,176.57	\$ 50.00	\$ 438,450.00	\$ 56.00	\$ 491,064.00	\$ 53.00	\$ 464,757.00	\$ 70.00	\$ 613,830.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	792,000	\$ 4.97	\$ 3,936.24	\$ 5.00	\$ 3,960.00	\$ 5.15	\$ 4,078.80	\$ 4.30	\$ 3,405.60	\$ 10.00	\$ 7,920.00
6241010	4" WHITE SOLID LINES (PVT. EDGE LINES)-PERM.PVMT.MARKING	LF	8048,000	\$ 0.61	\$ 4,909.28	\$ 0.35	\$ 2,816.80	\$ 0.32	\$ 2,575.36	\$ 0.32	\$ 2,575.36	\$ 2.00	\$ 16,096.00
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)-PERM.PVMT.MARKING	LF	54,000	\$ 27.59	\$ 1,489.86	\$ 12.00	\$ 648.00	\$ 10.00	\$ 540.00	\$ 10.00	\$ 540.00	\$ 10.00	\$ 540.00
6241074	4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	LF	8000,000	\$ 0.61	\$ 4,880.00	\$ 0.35	\$ 2,800.00	\$ 0.32	\$ 2,560.00	\$ 0.32	\$ 2,560.00	\$ 2.00	\$ 16,000.00
7203130	CONCRETE CURB AND GUTTER(1'-6") Ogee	LF	310,000	\$ 17.77	\$ 5,508.70	\$ 20.00	\$ 6,200.00	\$ 33.00	\$ 10,230.00	\$ 26.00	\$ 8,060.00	\$ 75.00	\$ 23,250.00
	<b>Total</b>				\$ 1,122,600.22		\$ 1,166,417.80		\$ 1,372,255.16		\$ 1,384,412.71		\$ 1,438,480.00

LENGTH (MI.) 6.885  
 DBE Commitment= 6% 5% 2% 2% 0%

*December 9, 2014*

**DRAFT**

**RICHLAND COUNTY TRANSPORTATION  
IMPROVEMENT PROGRAM (CTIP)  
CALENDAR YEAR 2015 THROUGH CALENDAR YEAR 2019**





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## Dates of Adoption and Amendment Actions

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- Initial adoption by Richland County Council      Insert Date of Adoption by Council

DRAFT



## I. INTRODUCTION

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The Richland County Transportation Improvement Program (CTIP) describes the projects, major activities and authorization schedules, and funding to guide the implementation of the Transportation Penny Program for all projects and programs approved in the Richland County November 2012 transportation penny sales tax referendum. The CTIP will specifically address overall program funding, cash flow modeling, alternate funding sources, and project authorization schedules. The CTIP will also show project ranking and projects by Council district. The CTIP will also include, for the projects included in the referendum, any other funding such as the State Transportation Infrastructure Bank, state or federal grants and federal-aid transportation funding that may supplement the funds from the transportation penny.

The CTIP is a five-year project authorization program document; it is not a plan. The CTIP only includes projects for which there is funding expected to be available over the period covered by the CTIP, and therefore, is fiscally constrained.

### Background and History of the Sales Tax Program

Richland County Council established a 39 member citizen Transportation Study Commission in 2006. This Commission held numerous public input meetings and completed a comprehensive study. The study addressed failing roads, the lack of sidewalks and greenway infrastructure, and the unstable bus system. Three transportation modes and the projects needed were addressed: (1) transit (buses), (2) roadway, and (3) bicycle, pedestrian and sidewalks, and greenways. The projects included in this initial study appeared on the ballot on November 2, 2010 but did not pass.

In 2012, the original study was revised which resulted in a reduction in the number of projects and a shorter program timeline. On November 6, 2012, the Richland County voters approved the revised plan of projects funded through a 22-year, \$1.07 billion transportation penny local option sales tax. The “Transportation Penny” will be used to complete major road, bike, pedestrian and greenway projects and fund bus services during that time span.

In April 2013, Richland County Council appointed the Transportation Penny Advisory Committee (TPAC). The function of the TPAC is to review the use of the sales tax. The TPAC is composed of 15 Richland County citizens representing Arcadia Lakes, Blythewood, Columbia, Eastover, Forest Acres, Irmo, and unincorporated areas of Richland County.

The Richland County Council established and, in 2013, staffed a County Transportation Department to oversee and implement the projects approved in the referendum. Council also



selected a Program Development Team in July of 2014 to assist the County's Transportation Department in the delivery of the program.

The Sales and Use Tax collections began on May 1, 2013 and Richland County received the first revenue from the collections in October 2013. The tax revenues are collected by the state and distributed quarterly to the County.

## Funding Summary

The Richland County Transportation Improvement Program (CTIP) is subject to time and funding constraints as identified and approved by voters in the November 2012 referendum. Specifically, the 1% Sales Tax is to be imposed for not more than 22 years or until a total of \$1,070,000,000 in sales tax revenues has been collected, whichever occurs first. These revenues are to be used to pay the costs of administrative expenses, currently estimated to be \$ 32,100,000, any debt service should bonds be issued, and the following categories of projects:

### Roadway

The penny tax program includes widening highways, major intersection improvements, paving dirt roads, and resurfacing local roads. Also included in this category are the identified neighborhood improvement plans, specific "special" projects, and the interchange at Broad River Road and I-20.

**Amount: \$656,020,644**

### Transit

The continued operation and improvements of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements are included. These funds are sent directly by the County to the Central Midlands Regional Transportation Authority for their use in providing and increasing transit service in Richland County. These transit funds and any transit projects are not a part of the Richland County Transportation Improvement Program (CTIP), but are administered by the Board of the Transit Authority.

**Amount: \$300,991,000**

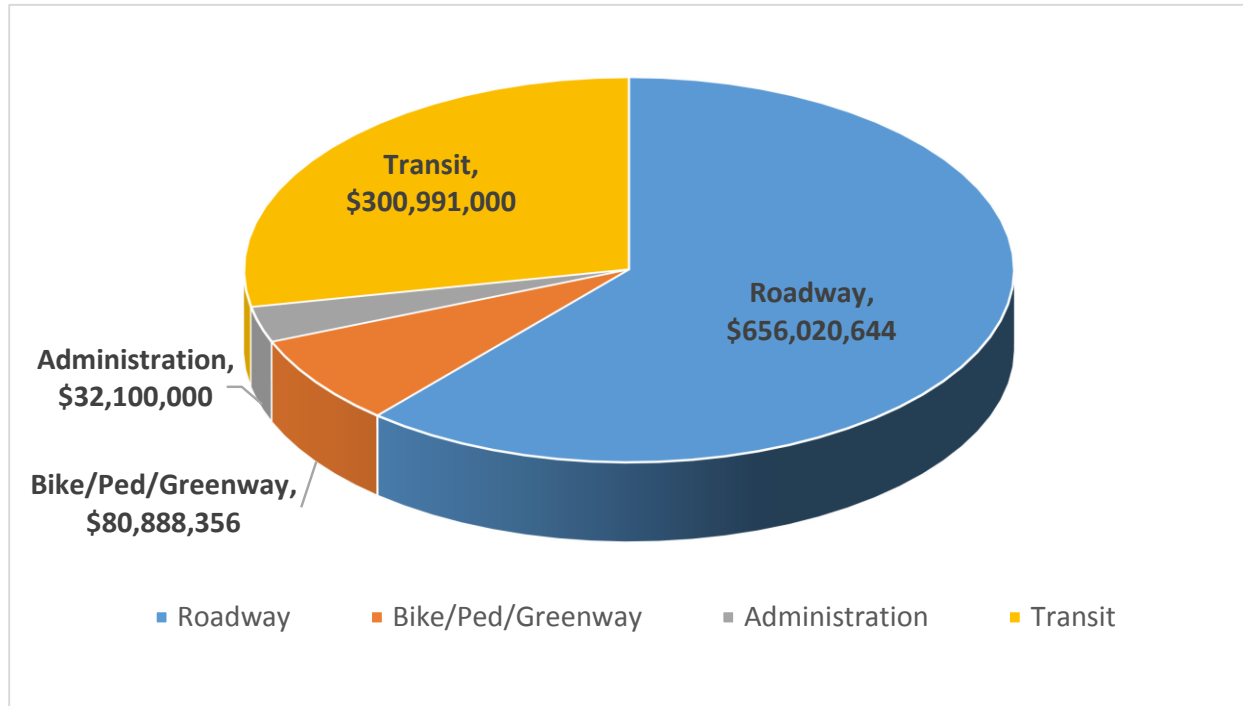
### Bikeways, Pedestrian Improvements and Greenways

The program also includes significant improvements for pedestrians and bicyclists by adding sidewalks and bike paths, improving pedestrian access at intersections and constructing greenways.

**Amount: \$80,888,356**

These funding allocations among the three categories identified in the 2012 referendum are also shown in chart form in Figure 1.

Figure 1. Transportation Penny Funding Summary



The referendum also allows Richland County to issue up to \$450,000,000 in general obligation bonds to support the program. These bonds may mature over a period not to exceed 22 years, to support the completion of the program.

## II. CTIP ADOPTION PROCESS AND PROCEDURES

A five-year CTIP will be adopted annually by County Council at a regular or called meeting. Council may include the review and comments from the TPAC in its adoption decision. Council may have review and recommendations from Council committees prior to adoption by the full Council.

### Types of Changes to the CTIP

There are two types of CTIP changes: adjustments and amendments. As a general rule, significant changes to the cost, scope and schedule of a project results in an amendment to the CTIP, and will require approval by Council. Minor adjustments in fund sources, description, lead agency, project limits, etc. will be made by the Director of Transportation. The following sections provide



a summary of the two types of changes that may be made at any time during the period of the approved CTIP.

## Amendments

Amendments are major changes to a project that alters the scope or cost and will require Council approval. The following changes are examples of changes made through an amendment:

- Adding or modifying project(s)
- Adding or modifying a project phase
- Significant changes in project scope or cost, so as to alter the original intent of the project.

## Adjustments

The following changes illustrate examples of adjustments that may occur and be approved by the Director of Transportation, as long as the change occurs within the approved timeframe of the approved CTIP, and the change does not adversely affect the timely implementation of any project:

- Change in project sponsor
- Splitting or combining projects for purposes of awarding contracts
- Change or clarification of project description-as long as the change does not significantly alter the original project intent as identified through the project development process
- Redirection of funds between existing phases-as long as a phase is not added or deleted

## III. THE CY 2015 – CY 2019 RICHLAND COUNTY TRANSPORTATION IMPROVEMENT PROGRAM (CTIP)

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The CTIP describes the projects and their authorization schedules anticipated to be accomplished over the next five (5) calendar years (CY 2015 through CY 2019). The remaining projects, or portions of projects, that are not authorized in the five-year period of the CTIP are shown for information with the estimated remaining cost to complete the entire project included.

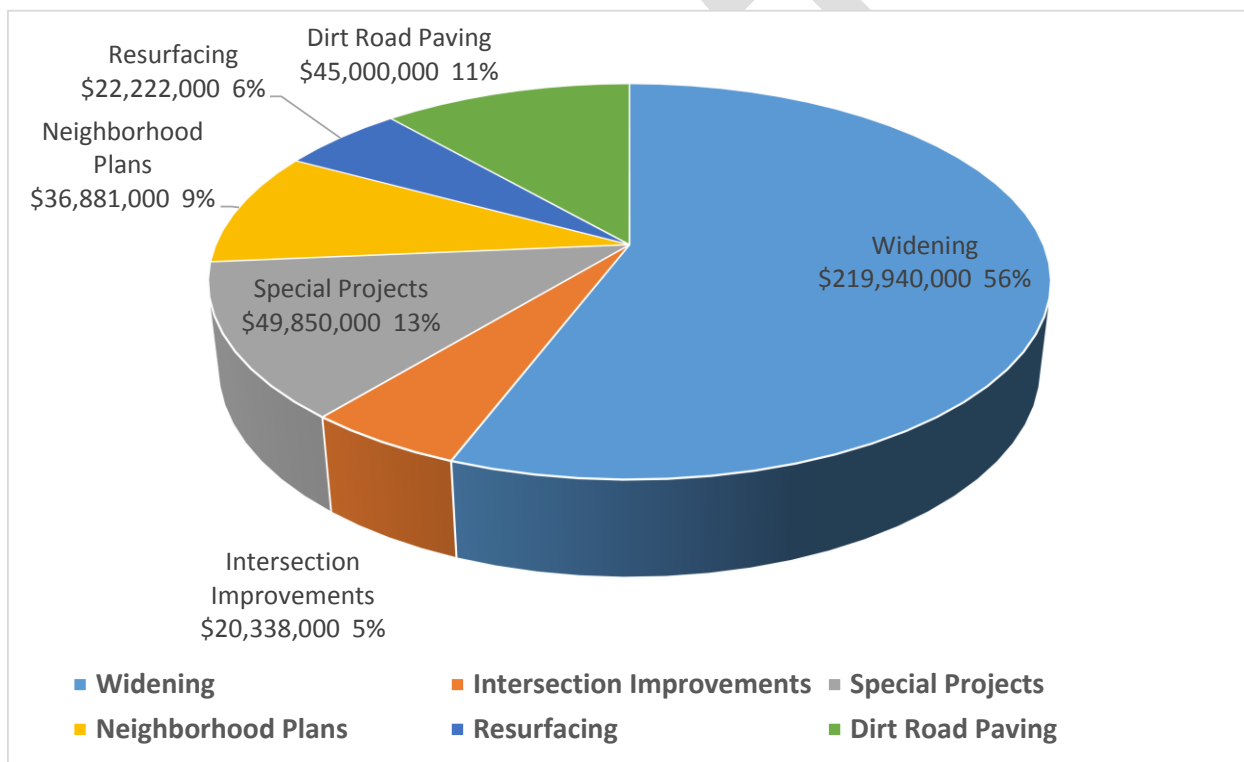
The CTIP is a project authorization program document; it is not a plan. The projects listed in the CTIP are those included in the referendum approved in November of 2012 as well as any projects added as a result of supplemental funding received from such sources as the State Infrastructure Bank, federal funding, or other grants or awards. All costs for roadway widening and major intersection improvements shown for authorization in the CTIP are the updated and most current estimates for the projects, with construction costs adjusted for expected inflation. The exception



to this current or updated cost for roadway projects are the “special” projects, including neighborhood plans, identified in the referendum. The “Special” projects, neighborhood plans, as well as bike, pedestrian, and greenway project costs will be those identified in the list of projects included in the referendum.

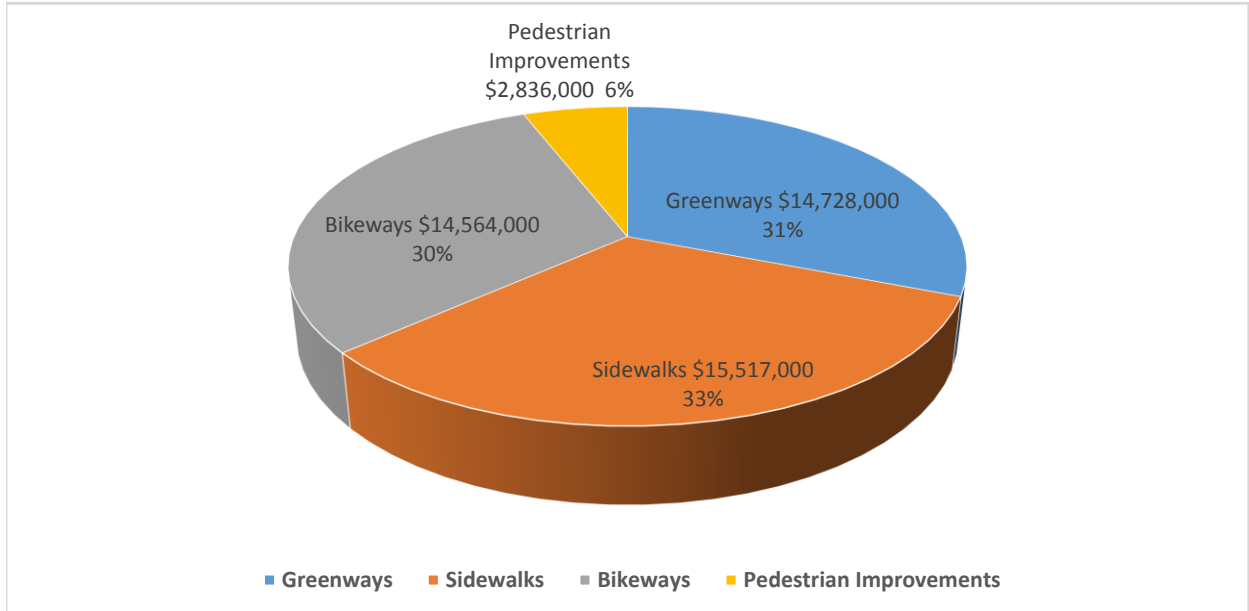
The five-year CTIP only includes projects for which there is sufficient funding available from sales tax revenues, bonds, and special awards or grants. Figures 2 and 3 illustrate the breakdown of the project categories and expected financial authorizations for the five year CTIP period.

Figure 2. Summary of Roadway Authorizations in the CTIP



Of the “Roadway” projects in this five-year CTIP, 56% would be authorized for the widening projects included in the referendum. About 5% is expected to be authorized for major improvements to 15 intersections in the County. Other significant authorizations included in the CTIP include about 13% for those special projects contained in the referendum, as well as about 9% for planned neighborhood improvements identified in the individual adopted neighborhood plans. Dirt road paving has \$45,000,000 authorized and local road resurfacing projects total \$22,222,000 in the CTIP.

Figure 3. Summary of Bicycle, Pedestrian, and Greenway Authorizations in the CTIP



The total amount planned to be authorized for Bike/Pedestrian/Greenway projects in the CY 2015 – 2019 CTIP is almost equally divided between greenways (31%), bikeways (30%) and sidewalks (33%). The remaining 6% of the projects are pedestrian improvements to enhance walkability at identified intersections.

### Cash Flow Plan

A detailed financial cash flow plan was developed to ensure funding will be available to implement the CTIP and the expected schedule of authorizations. The Richland County finance advisors provided the estimates of sales tax revenues as well as bonding and debt service requirements for the cash flow plan. The Program Development Team developed the project schedules and authorizations that could be done within the tax and bond revenues provided by the County.

A cash flow plan will be maintained throughout the life of the Richland County Transportation Improvement Program (CTIP) and the sales tax program period. Program and project cost and schedule information will be regularly updated to ensure accurate cash needs. These needs will be monitored against current revenue collections and forecasts and additional sources of funds obtained for projects to determine bond needs. Bond and debt will be structured to take advantage of timing and rates in order to minimize borrowing costs.



It is expected that additional funding from federal, state, or other sources will be needed to fully implement all projects as they were envisioned in the referendum. The sales tax revenues and expenditures for roadways, bicycle-pedestrian-greenways, and transit are defined from the referendum and subsequent ordinances adopted to implement the referendum. As project costs are expected to increase over time, it appears essential that additional funding be found to supplement the sales tax and bond revenues – if all projects are to be implemented as planned.

As summarized in Table 1, the expected revenues from the sales tax and bonds are adequate to cover expected expenditure authorizations for the CY 2015 – 2019 CTIP period.

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## Projects and Authorization Schedules

The following tables show the individual projects or groups by project type that are included in the calendar year 2015 through calendar year 2019 CTIP. Also shown is the remaining cost required after CY 2019 to complete all projects, if they are not scheduled for completion during the CY 2015 through CY 2019 period of this CTIP. Individual projects included in the referendum are grouped as follows:

- Roadway widening
- Major intersection improvements
- Special projects (except neighborhood plans)
- Neighborhood improvements
- Interchange at Broad River Road and I-20
- Greenways

Groups of improvements for the projects in the referendum are shown as a single line item for the following types of projects:

- Sidewalk improvements
- Bikeway improvements
- Pedestrian improvements at intersections
- Dirt road paving
- Local road resurfacing

### CTIP Project Tables (CY 2015 – CY 2019)

Table 2 contains each project or project group and shows the project phase and expected total cost to be authorized for that phase in the calendar year when that activity is expected to be authorized and begin. Those phases and costs to complete that are expected to occur after calendar year 2019 are shown as an entry following the five-year CTIP period. Figure 4 on the following page provides a key or guide to explain how to interpret the project tables.

The initial page shown in Table 2 includes a program summary by year and project category.

Figure 4. Example Key to Project Tables

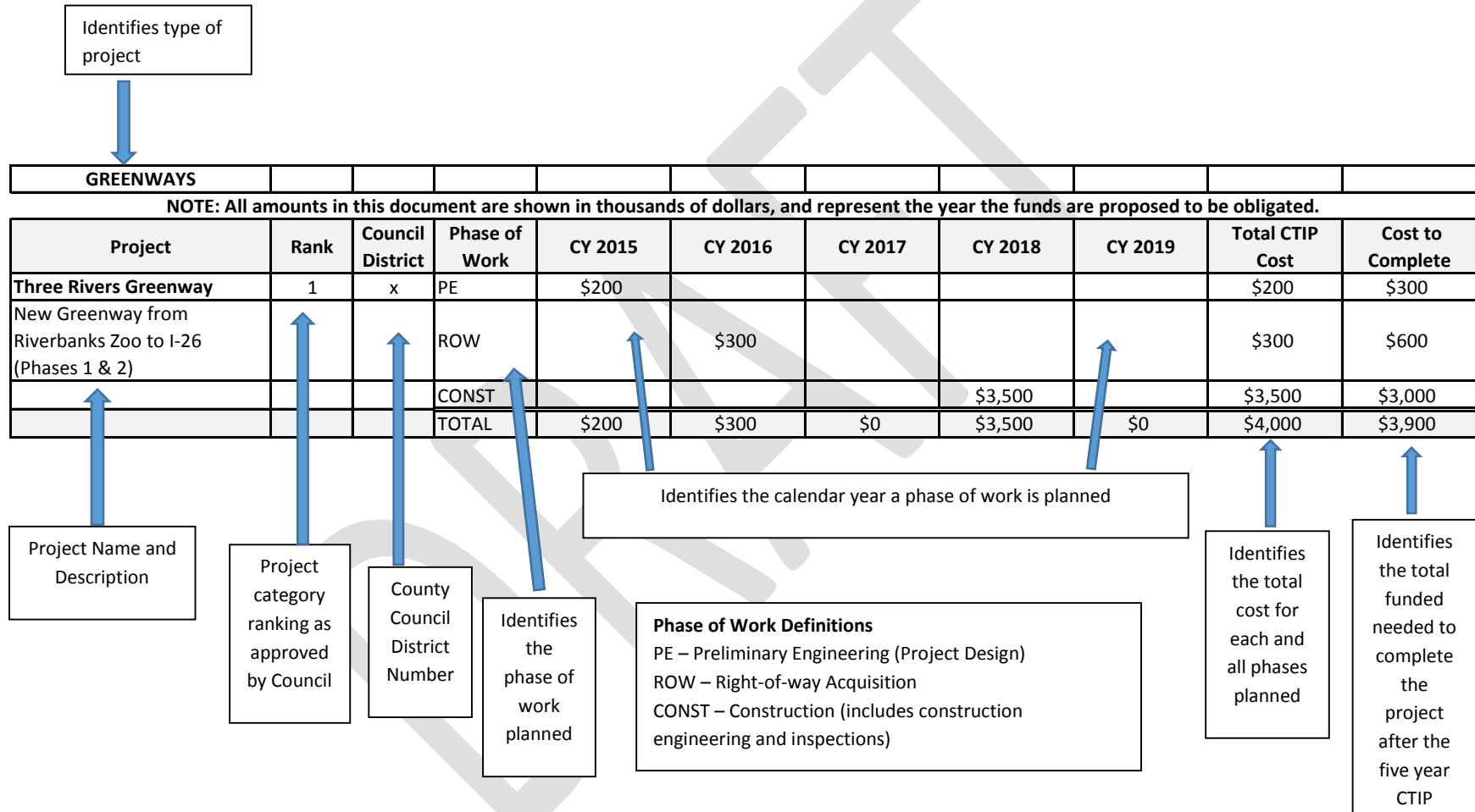




Table 2. CTIP Projects and Authorization Schedules (CY 2015 – CY 2019)

### CTIP Program Summary by Calendar Year and Project Category

**NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin**

Category	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost
Widening	\$26,200	\$32,380	\$85,739	\$33,230	\$42,392	<b>\$219,941</b>
Intersection	\$8,210	\$1,500	\$4,509	\$6,119	0	<b>\$20,338</b>
Special	\$24,500	\$250	\$8,600	\$1,500	\$15,000	<b>\$49,850</b>
- Neighborhood Improvements	\$493	\$2,182	\$10,665	\$11,485	\$12,056	<b>\$36,881</b>
Interchange						<b>\$0</b>
Local Road Resurfacing Program	\$4,444	\$4,444	\$4,444	\$4,445	\$4,445	<b>\$22,222</b>
Dirt Road Paving Program	\$12,000	\$12,000	\$12,000	\$9,000		<b>\$45,000</b>
Greenways	\$3,843	\$2,881	\$4,479	\$1,241	\$2,284	<b>\$14,728</b>
Sidewalks	\$3,281	\$3,281	\$3,227	\$3,227	\$2,501	<b>\$15,517</b>
Bikeways	\$2,884	\$2,884	\$2,932	\$2,932	\$2,932	<b>\$14,564</b>
Pedestrian Improvements		\$945	\$945	\$946		<b>\$2,836</b>
<b>Total</b>	<b>\$85,855</b>	<b>\$62,747</b>	<b>\$137,540</b>	<b>\$74,125</b>	<b>\$81,610</b>	<b>\$441,877</b>



**Table 2(a) Roadway Widening Projects**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>										
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>
Hardscrabble Road Widening (Farrow Rd to Lake Carolina Blvd) <sup>1</sup>	1	7, 8, 9	PE							
			ROW							
			CONST	\$11,700	\$9,080	\$9,080			\$29,860	
			<b>TOTAL</b>	<b>\$11,700</b>	<b>\$9,080</b>	<b>\$9,080</b>			<b>\$29,860</b>	
Clemson Road Widening (Old Clemson Rd to Sparkleberry Crossing)	2	9, 10	PE	\$600					\$600	
			ROW		\$2,400				\$2,400	
			CONST			\$9,700			\$9,700	
			<b>TOTAL</b>	<b>\$600</b>	<b>\$2,400</b>	<b>\$9,700</b>			<b>\$12,700</b>	
Leesburg Road Widening (Fairmont Road to Lower Richland) <sup>2</sup>	3	11	PE							
			ROW							
			CONST			\$4,000			\$4,000	
			<b>TOTAL</b>			<b>\$4,000</b>			<b>\$4,000</b>	
North Main Street Widening (Anthony Ave to Fuller Ave) <sup>3</sup>	4	4	PE	\$1,500					\$1,500	
			ROW	\$3,000					\$3,000	
			CONST	\$5,500	\$10,000	\$10,000			\$25,500	
			<b>TOTAL</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>			<b>\$30,000</b>	
Bluff Road Widening (I-77 to Rosewood Dr)	5	10	PE	\$800					\$800	
			ROW		\$9,100				\$9,100	
			CONST			\$14,959			\$14,959	
			<b>TOTAL</b>	<b>\$800</b>	<b>\$9,100</b>	<b>\$14,959</b>			<b>\$24,859</b>	
Shop Road Widening (I-77 to George Rogers Blvd)	6	10	PE	\$1,000					\$1,000	
			ROW			\$16,400			\$16,400	
			CONST					\$18,957	\$18,957	
			<b>TOTAL</b>	<b>\$1,000</b>		<b>\$16,400</b>		<b>\$18,957</b>	<b>\$36,357</b>	
Atlas Road Widening (Bluff Rd to Garners Ferry Rd)	7	10, 11	PE	\$1,000					\$1,000	
			ROW			\$7,000			\$7,000	
			CONST				\$17,811		\$17,811	
			<b>TOTAL</b>	<b>\$1,000</b>		<b>\$7,000</b>	<b>\$17,811</b>		<b>\$25,811</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build





**Table 2(a) Roadway Widening Projects (Continued)**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>										
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>
Pineview Road Widening (Bluff Rd to Garner's Ferry)	8	10, 11	PE	\$1,100					\$1,100	
			ROW			\$10,500			\$10,500	
			CONST					\$20,935	\$20,935	
<b>TOTAL</b>				<b>\$1,100</b>		<b>\$10,500</b>		<b>\$20,935</b>	<b>\$32,535</b>	
Blythewood Road Widening (Syrup Mill Road to I-77)	9	2, 7	PE		\$300				\$300	
			ROW			\$4,100			\$4,100	
			CONST				\$6,119		\$6,119	
<b>TOTAL</b>				<b>\$300</b>	<b>\$4,100</b>		<b>\$6,119</b>		<b>\$10,519</b>	
Broad River Road Widening (Royal Tower Rd to Peak Interchange)	10	1	PE		\$1,500				\$1,500	
			ROW				\$7,500		\$7,500	
			CONST							\$27,243
<b>TOTAL</b>				<b>\$1,500</b>			<b>\$7,500</b>		<b>\$9,000</b>	<b>\$27,243</b>
Spears Creek Church Road Widening (Two Notch Rd to Percival Rd)	11	9, 10	PE				\$1,600		\$1,600	
			ROW							\$7,400
			CONST							\$28,982
<b>TOTAL</b>							<b>\$1,600</b>	<b>\$1,600</b>	<b>\$36,382</b>	
Lower Richland Boulevard Widening (Rabbit Run Rd to Garner's Ferry Rd)	12	11	PE				\$200		\$200	
			ROW							\$2,300
			CONST							\$4,173
<b>TOTAL</b>							<b>\$200</b>	<b>\$200</b>	<b>\$6,473</b>	
Polo Road Widening (Mallet Hill Rd to Two Notch Rd)	13	8, 9, 10	PE					\$500	\$500	
			ROW							\$1,300
			CONST							\$9,274
<b>TOTAL</b>							<b>\$500</b>	<b>\$500</b>	<b>\$10,574</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table 2(a) Roadway Widening Projects (Continued)

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Blythewood Road Widening (Winnsboro Rd to Syrup Mill Rd)	14	2, 7	PE					\$2,000	\$2,000	
			ROW							\$4,000
			CONST							
<b>TOTAL</b>								<b>\$2,000</b>	<b>\$2,000</b>	<b>\$21,911</b>
<b>Total</b>			PE	\$6,000	\$1,800		\$1,800	\$2,500	\$12,100	
			ROW	\$3,000	\$11,500	\$38,000	\$7,500		\$60,000	\$15,000
			CONST	\$17,200	\$19,080	\$47,739	\$23,930	\$39,892	\$147,841	\$87,583
<b>TOTAL</b>				<b>\$26,200</b>	<b>\$32,380</b>	<b>\$85,739</b>	<b>\$33,230</b>	<b>\$42,392</b>	<b>\$219,941</b>	<b>\$102,583</b>

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build

<sup>1</sup> Hardscrabble Road Widening project developed by SCDOT. Anticipated payments in 2015, 2016 and 2017.

<sup>2</sup> Leesburg Road Widening project developed by SCDOT. Anticipated payment in 2017.

<sup>3</sup> North Main Street Widening project phased over 2015, 2016 and 2017 in coordination with the City of Columbia.

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**Table 2(b) Intersection Improvement Projects**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>											
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>	
Clemson Rd. and Rhame Rd./North Springs Rd. Intersection	*	8, 9									
			DB	\$1,400						\$1,400	
			<b>TOTAL</b>	<b>\$1,400</b>						<b>\$1,400</b>	
Broad River Rd. and Rushmore Rd. Intersection	*										
			DB	\$900						\$900	
			<b>TOTAL</b>	<b>\$900</b>						<b>\$900</b>	
Farrow Rd. and Pisgah Church Rd. Intersection	*	7									
			DB	\$2,400						\$2,400	
			<b>TOTAL</b>	<b>\$2,400</b>						<b>\$2,400</b>	
North Springs Rd. and Risdon Way Intersection	*	8, 9									
			DB	\$900						\$900	
			<b>TOTAL</b>	<b>\$900</b>						<b>\$900</b>	
Summit Pkwy and Summit Ridge Rd. Intersection	*	8, 9									
			DB	\$700						\$700	
			<b>TOTAL</b>	<b>\$700</b>						<b>\$700</b>	
Kennerly Rd. and Coogler Rd./Steeple Ridge Rd. Intersection	*	1									
			DB	\$1,400						\$1,400	
			<b>TOTAL</b>	<b>\$1,400</b>						<b>\$1,400</b>	
Wilson Blvd. and Pisgah Church Rd. Intersection <sup>1</sup>	-	7	PE								
			ROW								
			CONST								
			<b>TOTAL</b>								

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



**Table 2(b) Intersection Improvement Projects (Continued)**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>										
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>
Wilson Blvd. and Killian Rd. Intersection <sup>2</sup>	1	7	PE							
			ROW							
			CONST							
<b>TOTAL</b>										
Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.) Intersection	2	9, 10	PE	\$510					\$510	
			ROW		\$1,000				\$1,000	
			CONST			\$3,809			\$3,809	
<b>TOTAL</b>				<b>\$510</b>	<b>\$1,000</b>	<b>\$3,809</b>			<b>\$5,319</b>	
Bull St. and Elmwood Ave. Intersection	3	4	PE		\$200				\$200	
			ROW			\$300			\$300	
			CONST				\$2,513		\$2,513	
<b>TOTAL</b>				<b>\$200</b>	<b>\$300</b>	<b>\$300</b>	<b>\$2,513</b>		<b>\$3,013</b>	
North Main St. and Monticello Rd. Intersection <sup>3</sup>	4	4	PE							
			ROW							
			CONST							
<b>TOTAL</b>										
Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd. Intersection <sup>4</sup>	5	2, 9	PE							
			ROW							
			CONST							
<b>TOTAL</b>										
Garners Ferry Rd. and Harmon Rd. Intersection	6	11	PE		\$100				\$100	
			ROW			\$100			\$100	
			CONST				\$874		\$874	
<b>TOTAL</b>				<b>\$100</b>	<b>\$100</b>	<b>\$100</b>	<b>\$874</b>		<b>\$1,074</b>	
North Springs Rd. and Harrington Rd. Intersection	7	8, 9	PE		\$100				\$100	
			ROW			\$200			\$200	
			CONST				\$765		\$765	
<b>TOTAL</b>				<b>\$100</b>	<b>\$200</b>	<b>\$200</b>	<b>\$765</b>		<b>\$1,065</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



**Table 2(b) Intersection Improvement Projects (Continued)**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>										
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>
Screaming Eagle Rd. and Percival Rd. Intersection	8	9, 10	PE		\$100				\$100	
			ROW			\$100			\$100	
			CONST				\$1,967		\$1,967	
<b>TOTAL</b>					<b>\$100</b>	<b>\$100</b>	<b>\$1,967</b>		<b>\$2,167</b>	
<b>Total</b>			PE	\$510	\$500				\$1,010	
			ROW		\$1,000	\$700			\$1,700	
			CONST	\$7,700		\$3,809	\$6,119		\$17,628	
<b>TOTAL</b>				<b>\$8,210</b>	<b>\$1,500</b>	<b>\$4,509</b>	<b>\$6,119</b>		<b>\$20,338</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build

\* These intersection projects have been grouped into a Design-Build package that is scheduled to begin in the second quarter of 2015.

<sup>1</sup> Wilson Blvd. and Pisgah Church Rd. Intersection project was completed by South Carolina Department of Transportation (SCDOT).

<sup>2</sup> Wilson Blvd. and Killian Rd. Intersection project to be completed by South Carolina Department of Transportation (SCDOT).

<sup>3</sup> North Main St. and Monticello Rd Intersection will be completed as part of the North Main St. Widening project.

<sup>4</sup> Hardscrabble Rd. and Kelly Mill Rd. / Rimer Rd. Intersection will be completed as part of the Hardscrabble Rd. Widening project.



Table 2(c) Special Projects

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Riverbanks Zoo Transportation Related Projects 1	1	5	PE							
			ROW							
			CONST	\$2,000					\$2,000	
<b>TOTAL</b>				<b>\$2,000</b>					<b>\$2,000</b>	
Innovista Transportation Related Projects 1 (Greene St. Phase 1)	2	5	PE	\$1,500					\$1,500	
			ROW							
			CONST	\$10,500					\$10,500	
<b>TOTAL</b>				<b>\$12,000</b>					<b>\$12,000</b>	
Shop Road Extension Phase 1	3	10	PE							
			ROW	\$500					\$500	
			CONST	\$8,000					\$8,000	
<b>TOTAL</b>				<b>\$8,500</b>					<b>\$8,500</b>	
Innovista Transportation Related Projects 2 (Greene St. Phase 2)	4	5	PE	\$2,000					\$2,000	
			ROW			\$3,000			\$3,000	
			CONST					\$15,000	\$15,000	
<b>TOTAL</b>				<b>\$2,000</b>		<b>\$3,000</b>		<b>\$15,000</b>	<b>\$20,000</b>	
Shop Road Extension Phase 2	5	10	PE			\$4,000			\$4,000	
			ROW							\$7,000
			CONST							\$52,300
<b>TOTAL</b>						<b>\$4,000</b>		<b>\$4,000</b>	<b>\$59,300</b>	
Riverbanks Zoo Transportation Related Projects 2	6	5	PE			\$500			\$500	
			ROW							
			CONST				\$1,500		\$1,500	
<b>TOTAL</b>						<b>\$500</b>	<b>\$1,500</b>	<b>\$2,000</b>		
Kelly Mill Road	7	2, 9	PE		\$250				\$250	
			ROW							
			CONST			\$1,100			\$1,100	
<b>TOTAL</b>				<b>\$250</b>	<b>\$1,100</b>			<b>\$1,350</b>		

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table2(c) Special Projects (Continued)

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Commerce Drive Improvements	8	10	PE							\$500
			ROW							\$1,000
			CONST							\$4,434
<b>TOTAL</b>										<b>\$5,934</b>
Innovista Transportation Related Projects 3 (Williams St.)	9	5	PE							\$1,800
			ROW							\$2,700
			CONST							\$13,500
<b>TOTAL</b>										<b>\$18,000</b>
Neighborhood Improvement Transportation Projects <sup>1</sup>			PE							
			ROW							
			CONST							
<b>TOTAL</b>										
<b>Total</b>			PE	\$3,500	\$250	\$4,500			\$8,250	\$2,300
			ROW	\$500		\$3,000			\$3,500	\$10,700
			CONST	\$20,500		\$1,100	\$1,500	\$15,000	\$38,100	\$70,234
<b>TOTAL</b>				<b>\$24,500</b>	<b>\$250</b>	<b>\$8,600</b>	<b>\$1,500</b>	<b>\$15,000</b>	<b>\$49,850</b>	<b>\$83,234</b>

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build

<sup>1</sup> Neighborhood Improvement Transportation Improvement Projects, programmed under "Special" projects in referendum, are summarized separately on the following page.



**Table 2(d) Neighborhood Improvement Plans**

<b>NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin</b>										
<b>Project</b>	<b>Rank</b>	<b>District</b>	<b>Phase of Work</b>	<b>CY 2015</b>	<b>CY 2016</b>	<b>CY 2017</b>	<b>CY 2018</b>	<b>CY 2019</b>	<b>Total CTIP Cost</b>	<b>Cost to Complete</b>
Southeast Richland	1	11	PE	\$493					\$493	
			ROW		\$703				\$703	
			CONST			\$5,500			\$5,500	
<b>TOTAL</b>				<b>\$493</b>	<b>\$703</b>	<b>\$5,500</b>			<b>\$6,696</b>	
Broad River Neighborhoods	2	4	PE	\$183					\$183	
			ROW			\$284			\$284	
			CONST				\$1,140		\$1,140	
<b>TOTAL</b>				<b>\$183</b>		<b>\$284</b>	<b>\$1,140</b>		<b>\$1,607</b>	
Decker Boulevard	3	8	PE		\$996				\$996	
			ROW			\$1,472			\$1,472	
			CONST				\$9,875		\$9,875	
<b>TOTAL</b>					<b>\$996</b>	<b>\$1,472</b>	<b>\$9,875</b>		<b>\$12,343</b>	
Candlewood	4	8	PE		\$300				\$300	
			ROW							
			CONST			\$1,550			\$1,550	
<b>TOTAL</b>					<b>\$300</b>	<b>\$1,550</b>			<b>\$1,850</b>	
Crane Creek	5	7	PE			\$1,859			\$1,859	
			ROW				\$470		\$470	
			CONST					\$12,056	\$12,056	
<b>TOTAL</b>						<b>\$1,859</b>	<b>\$470</b>	<b>\$12,056</b>	<b>\$14,385</b>	
Trenholm Acres / Newcastle	6	3	PE							\$736
			ROW							
			CONST							\$4,655
<b>TOTAL</b>									<b>\$5,391</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build





Table 2(d) Neighborhood Improvement Plans (Continued)

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Broad River Corridor	7	2, 4, 5, 7	PE							\$2,753
			ROW							
			CONST							\$17,682
<b>TOTAL</b>										<b>\$20,435</b>
<b>Total</b>			PE	\$676	\$1,296	\$1,859			\$3,831	\$3,489
			ROW		\$703	\$1,756	\$470		\$2,929	
			CONST			\$7,050	\$11,015	\$12,056	\$30,121	\$22,337
<b>TOTAL</b>				<b>\$676</b>	<b>\$1,999</b>	<b>\$10,665</b>	<b>\$11,485</b>	<b>\$12,056</b>	<b>\$36,881</b>	<b>\$25,826</b>

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table 2(e) Other Roadway Projects

**INTERCHANGE**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
I-20 / Broad River Road Interchange	-	-	PE							\$5,250
			ROW							\$7,875
			CONST							\$39,375
<b>TOTAL</b>										<b>\$52,500</b>

**LOCAL ROAD RESURFACING PROGRAM**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Resurfacing Projects	-	All	PE	\$222	\$222	\$222	\$222	\$222	\$1,111	\$889
			ROW							
			CONST	\$4,222	\$4,222	\$4,222	\$4,222	\$4,222	\$21,109	\$16,891
<b>TOTAL</b>				<b>\$4,444</b>	<b>\$4,444</b>	<b>\$4,444</b>	<b>\$4,444</b>	<b>\$4,444</b>	<b>\$22,220</b>	<b>\$17,780</b>

**LOCAL DIRT ROAD PAVING PROGRAM**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Dirt Road Paving Projects	-	All	PE	\$904	\$904	\$904	\$680		\$3,392	
			ROW	\$700	\$700	\$700	\$500		\$2,600	
			CONST	\$10,396	\$10,396	\$10,396	\$7,820		\$39,008	
<b>TOTAL</b>				<b>\$12,000</b>	<b>\$12,000</b>	<b>\$12,000</b>	<b>\$9,000</b>		<b>\$45,000</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table 2(f) Greenways

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Three Rivers Greenway Extension <sup>1</sup>	1	5, 10	PE	\$79					\$79	
			ROW	\$395					\$395	
			CONST	\$2,476	\$2,476	\$2,476			\$7,428	
<b>TOTAL</b>				<b>\$2,950</b>	<b>\$2,476</b>	<b>\$2,476</b>			<b>\$7,902</b>	
Lincoln Tunnel Greenway	2	4, 5	PE							
			ROW							
			CONST	\$893					\$893	
<b>TOTAL</b>				<b>\$893</b>					<b>\$893</b>	
Gills Creek Section A (Lake Katherine to Congaree)	3	6, 10	PE	\$180					\$180	
			ROW		\$225				\$225	
			CONST			\$1,841			\$1,841	
<b>TOTAL</b>				<b>\$180</b>	<b>\$225</b>	<b>\$1,841</b>			<b>\$2,246</b>	
Smith / Rocky Branch Section C (Rocky Branch to Harden St)	4	4	PE			\$72			\$72	
			ROW			\$90			\$90	
			CONST				\$739		\$739	
<b>TOTAL</b>						<b>\$162</b>	<b>\$739</b>		<b>\$901</b>	
Gills Creek Section B (Wildcat Creek and Fort Jackson Perimeter)	5	6, 11	PE				\$223		\$223	
			ROW				\$279		\$279	
			CONST					\$2,284	\$2,284	
<b>TOTAL</b>							<b>\$502</b>	<b>\$2,284</b>	<b>\$2,786</b>	
Smith / Rocky Branch Section B (Clement Rd to Colonial Dr)	6	4	PE							\$113
			ROW							\$142
			CONST							\$1,160
<b>TOTAL</b>									<b>\$1,415</b>	
Smith / Rocky Branch Section A (Three Rivers to Clement Rd)	7	4	PE							\$34
			ROW							\$43
			CONST							\$354
<b>TOTAL</b>									<b>\$431</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table 2(f) Greenways (Continued)

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Gills Creek North Greenway Section C (Trenholm Rd to Lake Katherine)	8	6	PE							\$28
			ROW							\$35
			CONST							\$282
<b>TOTAL</b>									<b>\$345</b>	
Crane Creek Section A (Monticello Rd to Three Rivers)	9	4	PE							\$123
			ROW							\$154
			CONST							\$1,265
<b>TOTAL</b>									<b>\$1,542</b>	
Crane Creek Section B (to Smith Branch)	10	4	PE							\$37
			ROW							\$46
			CONST							\$377
<b>TOTAL</b>									<b>\$460</b>	
Columbia Mall Greenway	11	3, 8	PE							\$52
			ROW							\$65
			CONST							\$532
<b>TOTAL</b>									<b>\$649</b>	
Polo Road/ Windsor Lake Boulevard Connector	12	3, 8	PE							\$31
			ROW							\$39
			CONST							\$316
<b>TOTAL</b>									<b>\$386</b>	
Woodbury / Old Leesburg Connector	13	11	PE							\$9
			ROW							\$12
			CONST							\$95
<b>TOTAL</b>									<b>\$116</b>	
Crane Creek Section C (Crane Forest)	14	7	PE							\$64
			ROW							\$79
			CONST							\$651
<b>TOTAL</b>									<b>\$794</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



Table 2(f) Greenways (Continued)

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Dutchman Boulevard Connector	15	4	PE							\$8
			ROW							\$11
			CONST							\$86
<b>TOTAL</b>										<b>\$105</b>
Total			PE	\$259		\$72	\$223		\$554	\$499
			ROW	\$395	\$225	\$90	\$279		\$989	\$626
			CONST	\$3,369	\$2,476	\$4,317	\$739	\$2,284	\$13,185	\$5,118
<b>TOTAL</b>				<b>\$4,023</b>	<b>\$2,701</b>	<b>\$4,479</b>	<b>\$1,241</b>	<b>\$2,284</b>	<b>\$14,728</b>	<b>\$6,243</b>

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build

<sup>1</sup> Anticipated phasing of construction for Three Rivers Greenway Extension in 2015, 2016 and 2017.

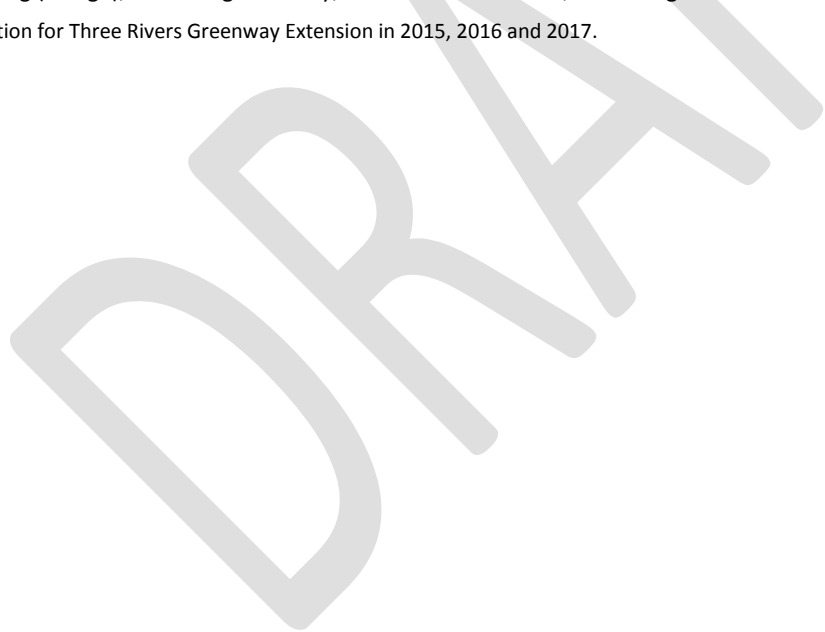




Table2 (g) Other Sidewalk, Bikeway and Pedestrian Improvements

**SIDEWALKS**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Sidewalk Projects	-	All	PE	\$115	\$115	\$113	\$113	\$88	\$544	\$400
			ROW	\$164	\$164	\$161	\$161	\$125	\$775	\$572
			CONST	\$3,002	\$3,002	\$2,953	\$2,953	\$2,288	\$14,198	\$10,437
<b>TOTAL</b>				<b>\$3,281</b>	<b>\$3,281</b>	<b>\$3,227</b>	<b>\$3,227</b>	<b>\$2,501</b>	<b>\$15,517</b>	<b>\$11,409</b>

**BIKEWAYS**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Bikeway Projects	-	All	PE	\$58	\$58	\$59	\$59	\$59	\$293	\$149
			ROW	\$144	\$144	\$147	\$147	\$147	\$729	\$372
			CONST	\$2,682	\$2,682	\$2,726	\$2,726	\$2,726	\$13,542	\$6,924
<b>TOTAL</b>				<b>\$2,884</b>	<b>\$2,884</b>	<b>\$2,932</b>	<b>\$2,932</b>	<b>\$2,932</b>	<b>\$14,564</b>	<b>\$7,445</b>

**PEDESTRIAN IMPROVEMENTS**

NOTE: All amounts in this document are shown in thousands of dollars and represent the year the work is planned to begin										
Project	Rank	District	Phase of Work	CY 2015	CY 2016	CY 2017	CY 2018	CY 2019	Total CTIP Cost	Cost to Complete
Pedestrian Improvement Projects	-	All	PE		\$19	\$19	\$19		\$57	
			ROW		\$9	\$9	\$9		\$27	
			CONST		\$917	\$917	\$918		\$2,752	
<b>TOTAL</b>					<b>\$945</b>	<b>\$945</b>	<b>\$946</b>		<b>\$2,836</b>	

KEY: PE - Preliminary Engineering (Design); ROW - Right of Way; CONST - Construction; DB - Design Build



## END OF PROJECT TABLE SHEETS

DRAFT

# Richland County Council Request of Action

**Subject**

A Resolution to appoint and commission Devin Tate Bingham as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County **[PAGES 208-209]**



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**A RESOLUTION OF THE  
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION DEVIN TATE BINGHAM  
AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY,  
GENERAL WELFARE, AND CONVENIENCE OF RICHLAND COUNTY.**

**WHEREAS**, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

**WHEREAS**, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

**NOW, THEREFORE, BE IT RESOLVED THAT** Devin Tate Bingham is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County’s animal care regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Devin Tate Bingham shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Devin Tate Bingham is no longer employed by Richland County to enforce the County’s animal care regulations.

**ADOPTED THIS THE DAY OF , 2014.**

\_\_\_\_\_  
Norman Jackson, Chair  
Richland County Council

Attest: \_\_\_\_\_  
Michelle Onley  
Clerk of Council

# Richland County Council Request of Action

**Subject**

Must Pertain to Items Not on the Agenda