

- b. Broadcast of Council Meetings

Open/Close Public Hearings

- 8. a. An Ordinance to authorize a sanitary sewer easement to the city of Columbia for County owned property along a portion of Rosewood Drive

- b. An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

- c. An Ordinance amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$85,800 of General Fund Undesignated Fund Balance for expenses from the Republican Primary

Approval Of Consent Items

- 9. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (B), Processes; so as to reduce the time to act on the application from sixty (60) days to thirty (30) days [**THIRD READING**] [**PAGES 28-34**]

- 10. Ordinance to authorize a sanitary sewer easement to the City of Columbia for County owned property along a portion of Rosewood Drive [**THIRD READING**] [**PAGES 35-45**]

- 11. An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$85,800 of General Fund Undesignated Fund Balance for expenses from the Republican Primary [**THIRD READING**] [**PAGES 46-48**]

- 12. An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [**SECOND READING**] [**PAGES 49-71**]

- 13. 12-08MA
LandTech Inc. of SC
Kevin Steelman
NC to RS-MD (4.01 Acres)
Three Dog Rd. & US 76
01506-01-11 [**SECOND READING**] [**PAGES 72-73**]

- 14. 12-10MA
Irving Spigner
HI to GC (2 Acres)
10320 Farrow Rd.
17500-03-10(p) [**SECOND READING**] [**PAGES 74-76**]

- 15. 12-11MA

William Sease
RM-HD to GC (.45 Acres)
3120 Lawrence St.
06012-02-16/17 [SECOND READING] [PAGES 77-78]

16. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-175, Access; so as to delete the requirement of an encroachment permit [SECOND READING] [PAGES 79-82]
17. Automated GIS-based Tracking Software for Land Development [PAGES 83-86]
18. Animal Care: Proposed Ordinance Revisions *{Forwarded from the D&S Committee}* [TO TABLE] [PAGES 87-91]
19. Printing, Mailing and Postal Services *{Forwarded from the D&S Committee}* [PAGES 92-95]
20. Resolution in Support of National County Government Month April 2012 *{Forwarded from the D&S Committee}* [PAGES 96-99]
21. Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc. *{Forwarded from the A&F Committee}* [PAGES 100-114]
22. Authorization to increase the Iron Mountain purchase order over \$100,000 *{Forwarded from the A&F Committee}* [PAGES 115-117]
23. Bond Issuance-Capital Projects List *{Forwarded from the A&F Committee}* [PAGES 118-121]
24. Council Expenditure Accounts (Malinowski) *{Forwarded from the A&F Committee}* [NO ACTION REQUIRED - ITEM TAKEN UP IN RULES & APPOINTMENTS COMMITTEE] [PAGES 122-124]
25. Council Expenditure Accounts (Manning) *{Forwarded from the A&F Committee}* [NO ACTION REQUIRED - ITEM TAKEN UP IN THE RULES & APPOINTMENTS COMMITTEE] [PAGES 125-128]
26. Crane Creek-Catalyst 5 Pedestrian Park - Parcel Acquisition *{Forwarded from the A&F Committee}* [PAGES 129-165]
27. Emergency Back-up Generator Replacement at Four Fire Stations *{Forwarded from the A&F Committee}* [PAGES 166-169]
28. An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System *{Forwarded from the A&F Committee}* [FIRST READING] [PAGES 170-172]
29. Policy for Reduced or Eliminated Grants *{Forwarded from the A&F Committee}* [PAGES 173-177]

30. Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS) *{Forwarded from the A&F Committee}* [PAGES 178-207]
31. South Carolina State Employees Association (SCSEA) *{Forwarded from the A&F Committee}* [PAGES 208-225]
32. Municipal Elections Reimbursement IGA *{Forwarded from the A&F Committee}* [PAGES 226-233]

Third Reading Items

33. Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters [PAGES 234-252]

Report Of Development And Services Committee

34. Purchase of John Deere Excavator [PAGES 253-255]

Report Of Administration And Finance Committee

35. Decker Center Remodeling [PAGES 256-259]

Report Of Rules And Appointments Committee

1. Discussion From Rules And Appointments Committee

36. Council Member Individual Discretionary Account Motions [PAGES 260-264]
37. Reviewing Committee Qualifications [PAGES 265-267]

Other Items

38. Work Authorization re: \$22M Option for Regional Recreation Complex [ACTION] [PAGES 268-272]
39. Report of Airport Commission
 - a. Curtiss-Wright Hangar [PAGES 273-274]
40. Report of Decker Center Space Allocation Committee:
 - a. Direct Administration to have the Design group draw Community Space and public restroom access inside the building for mixed use.
 - b. Direct Administration to have the Design group draw power outlets in the parking lot for "Community Center" event use.

Citizen's Input

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

Executive Session

Motion Period

42. a. Motion for a resolution in honor of Frank Houston for his 10 plus years of dedicated service to the conservation commission of Richland County. **[ROSE]**
- b. Motion that Council institute Amy Barch's "Turning Leafs Project" at the Richland County Detention Center. This is a project designed to rehabilitate inmates to help them escape lives of crime and become productive citizens in the community. **[ROSE]**
- c. All committee items being sent to full Council will not automatically be placed on the consent agenda but be listed as First Reading items. The rationale is that only three persons could be present for the quorum and if all voted for the item it goes on the consent and this is only about 27% of Council. **[MALINOWSKI]**
- d. Cost estimates for any project will not be divulged in any reports until the bid process is complete. If Council desires that info it can be provided in Executive Session. The current way of showing these cost estimates only allows bidders to know an approximate area to bid in based on estimates rather than providing a true bid for services. **[MALINOWSKI]**
- e. Proclamation in support of Cinco de Mayo Celebration **[WASHINGTON]**
- f. Motion for a resolution in honor of Gail McFall. Ms. McFall was a Richland County employee in the Clerk of Court's Office for over twenty years. Tragically, she passed away last month in an automobile accident. She will be remembered for her huge smile, enjoyment of life, and larger than life personality. **[ROSE]**

Adjournment



Richland County Council Request of Action

Subject

Regular Session: March 20, 2012 [**PAGES 6-16**]

MINUTES OF



RICHLAND COUNTY COUNCIL REGULAR SESSION TUESDAY, MARCH 20, 2012 6:00 p.m.

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

MEMBERS PRESENT:

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

OTHERS PRESENT – Milton Pope, Tony McDonald, Sparty Hammett, Roxanne Ancheta, Randy Cherry, Stephany Snowden, Tamara King, Melinda Edwards, Brad Farrar, John Hixon, Pam Davis, Valeria Jackson, Dale Welch, Jocelyn Jennings, Ashiya Myers, Amelia Linder, Tracy Hegler, Alfreda Tindal, Charlie Fisher, Monique Walters, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 6:05 p.m.

INVOCATION

The Invocation was given by the Honorable Kelvin E. Washington, Sr.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Kelvin E. Washington, Sr.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce congratulated Mr. Satch Krantz on being honored by Clemson University with their Distinguished Alumni Award.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson recognized that the Solicitor, Dan Johnson, was in the audience.

POINT OF PERSONAL PRIVILEGE – Mr. Malinowski recognized that the Recreation Commission Director, James Brown, was in the audience.

APPROVAL OF MINUTES

Regular Session: March 6, 2012 – Mr. Pearce moved, seconded by Ms. Hutchinson, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

Mr. Washington stated that the Personnel Matter needed to be removed from the Report of the Chairman.

Mr. Livingston moved, seconded by Ms. Kennedy, to add Shop Road Extension Direction to the agenda under Other Items. The vote in favor was unanimous.

Mr. Livingston requested that Item 26.a. "Report of the Transportation Work Session: Direction to Staff" be moved to up on the agenda to be taken up prior to presentations. The vote in favor was unanimous to move Item 26.a.

Mr. Farrar stated that Columbia Venture Update needed to added under the Report of the Attorney for Executive Session.

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

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION MATTERS

The following were potential Executive Session Items:

a. Columbia Venture Update

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Council went into Executive Session at approximately 6:14 p.m. and came out at approximately 6:46 p.m.
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OUTSIDE COUNSEL EXECUTIVE SESSION

- a. **Columbia Venture Update** – Mr. Pearce moved, seconded by Ms. Dickerson, to direct outside counsel to proceed as directed in Executive Session. The vote in favor was unanimous.

PRESENTATION OF RESOLUTION

Resolution Honoring Frank Edson – Ms. Kennedy presented a resolution honoring Mr. Edson's service with foster care.

CITIZENS' INPUT

No one signed up to speak.

REPORT OF THE COUNTY ADMINISTRATOR

Fair Housing Month Proclamation Presentation – Ms. Jennings and Mr. Washington presented Ms. Pat Green of HUD with the Fair Housing Proclamation.

Status Update of CD Department Stimulus Funds – Ms. Jackson gave a brief update on the status of stimulus funds.

Appearance Counts Award Presentation – Ms. Kim Murphy, Appearance Commission Chair, presented the Appearance Counts recipients with a small token of appreciation.

Pawmetto Lifeline Grand Opening – Ms. Ancheta gave a brief report regarding the Pawmetto Lifeline's Grand Opening.

Introduction of Staff – Mr. Pope introduced Ms. Ashiya Myers, Administration Executive Assistant, and Ms. Tracy Hegler, Planning Director to Council.

REPORT OF THE CLERK OF COUNCIL

Council Photograph, April 3rd, 6:00 p.m. – Ms. Onley stated that the Council photograph has been scheduled for April 3rd at 6:00 p.m.

The Clerk's Office was instructed to reschedule the photograph since Ms. Hutchinson will be out of town on April 3rd.

REPORT OF THE CHAIRMAN

Legislative Committee – Mr. Washington stated that the Chair or his designee, Vice Chair and Mr. Jeter would serve on the Legislative Committee.

Report of the Transportation Work Session: Direction to Staff – Mr. Livingston moved, seconded by Ms. Dickerson to form a committee comprised of 5 Richland County Council members [Livingston—Chair, Dickerson, Manning, Hutchinson and Washington]; 2 City of Columbia appointees; 2 Chamber of Commerce appointees and 3 Transportation Study Commission appointees (appointed by the Transportation Study Commission Chairperson). The 12 person committee will meet within the next two weeks to begin discussion on the proposed ballot initiative and report back to Council.

PRESENTATIONS

Navigating from Good to Great Foundation – Mr. Ted Speth, Chair, gave an update on the Foundation's accomplishments and future endeavors.

Dr. Harry Miley – Dr. Miley presented a PowerPoint regarding the Vista TIF.

Dan Johnson, Fifth Circuit Solicitor – Mr. Johnson presented the Council Chair with a check from the Lending Tree lawsuit settlement.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$775,000 of General Fund Undesignated Fund Balance to be transferred to the Mass Transit Fund** – Mr. Robin White spoke in favor of this item.
- **Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina; and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters** – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- **12-05MA, Wyndham Enterprises, Rodney Wyndham, HI to GC (3.20 Acres), Brickyard Rd. & Two Notch Rd. [THIRD READING]**
- **12-06MA, Lutheran Homes of South Carolina Foundation, Inc., Stephen Minsky, MI/HI/RM-HD to OI (45 Acres), Powell Rd., 17200-02-02/04/09/13/14/26 [THIRD READING]**
- **Ordinance to authorize a sanitary sewer easement to the City of Columbia for County owned property along a portion of Rosewood Drive [SECOND READING]**
- **An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$85,800 of General Fund Undesignated Fund Balance for expenses from the Republican Party [SECOND READING]**

- **Finding that the Richland –Lexington Riverbanks Park District may issue not exceeding \$32,000,000 General Obligation Bonds; to authorize the Richland-Lexington Riverbanks Parks District to issue such bonds and to provide for the publication of notice of the said finding and authorization [SECOND READING]**
- **Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters [SECOND READING]**

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

THIRD READING

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (B), Processes; so as to reduce the time to act on the application from sixty (60) days to thirty (30) days – Mr. Pearce moved, seconded by Mr. Malinowski, to defer this item until the April 3rd Council meeting. The vote in favor was unanimous.

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$775,000 of General Fund Undesignated Fund Balance to be transferred to the Mass Transit Fund – Mr. Jeter moved, seconded by Mr. Manning, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to appropriate \$387,500 from the General Fund Undesignated Fund Balance. A discussion took place.

Mr. Washington made a second substitute motion, seconded by Mr. Jeter, to appropriate \$1.25 million from the General Fund Undesignated Fund Balance.

Mr. Malinowski withdrew his substitute motion.

Mr. Washington withdrew his substitute motion.

Mr. Jeter moved, seconded by Ms. Dickerson, to call for the question. The vote was in favor.

The vote was in favor of the motion to appropriate \$775,000 of General Fund Undesignated Fund Balance.

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

SECOND READING

An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item to the April 3rd Council meeting. The vote in favor was unanimous.

REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- a. **Accommodations Tax Committee—4** – Mr. Malinowski stated that the committee recommended advertising for these vacancies.
- b. **Appearance Commission—2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies.
- c. **Board of Assessment Control—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy.
- d. **Building Codes Board—3** – Mr. Malinowski stated that the committee recommended advertising for these vacancies.
- e. **Employee Grievance Committee—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy.
- f. **Internal Audit Committee—1** – Mr. Malinowski stated that the committee recommended advertising for this vacancy.
- g. **Township Auditorium Board—2** – Mr. Malinowski stated that the committee recommended advertising for these vacancies.

II. NOTIFICATION OF APPOINTMENTS

- a. **Business Service Center Appeals Board—2** – Mr. Malinowski stated that the committee had no recommendation.

Mr. Malinowski voted in favor of Mr. Vincent K. Bartley.

Mr. Rose, Mr. Jackson, Ms. Hutchinson, Mr. Pearce, Mr. Washington Ms. Dickerson, Mr. Jeter voted in favor of Ms. Judy Carter.

Ms. Judy Carter was appointed and the remaining vacancy will be re-advertised. The vote in favor was unanimous.

- b. **Music Festival Committee—2** – Mr. Malinowski stated that the committee recommended appointing Ms. Shirley R. Belton and re-advertising for the remaining vacancy. The vote in favor was unanimous.

III. DISCUSSION FROM RULES AND APPOINTMENTS COMMITTEE

- a. **Advertising with other publications** – Mr. Malinowski stated that the committee recommended that Ms. Walters advertise in *The State's* Neighbors section and in the *Columbia Star*. The vote in favor was unanimous.
- b. **Reviewing Committee Qualifications** – Mr. Malinowski stated that this item was held in committee.

OTHER ITEMS

Amending that Resolution entitled “A Resolution calling for a public hearing to be held upon the question of the issuance of not exceeding \$32,000,000 of General Obligation Bonds for Richland-Lexington Riverbanks Parks District, South Carolina and to provide for the publication of the notice of such hearing” adopted on March 6, 2012, in order to alter the date on which such public hearing will be held – Ms. Hutchinson moved, seconded by Mr. Jackson, to approve this item. The vote in favor was unanimous.

Report of the Regional Recreation Complex Ad Hoc Committee

- a. **\$20M Option** – Mr. Jeter moved, seconded by Ms. Hutchinson, to direct the Administrator to bring back a scope of services based on the \$22M option. A discussion took place.

Mr. Jeter moved, seconded by Mr. Malinowski, to amend the original motion to direct the Chair to create a committee of professionals interested, impacted or associated to provide a forum for their input. A discussion took place.

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

The vote was in favor to direct the Administrator to bring back a scope of services based on the \$22M option and to direct the Chair to appoint a committee of interested, impacted or associated professional to provide a forum for their input.

Shop Road Extension Funding – Mr. Jeter moved, seconded by Mr. Manning, to direct the Administrator to request the governmental affairs team to pursue funding for Shop Road extension. A discussion took place.

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

The vote was in favor was unanimous to direct the Administrator to request the governmental affairs team to pursue funding for Shop Road extension.

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

CITIZEN'S INPUT

No one signed up to speak.

MOTION PERIOD

To have the following sent to the Rules & Appointments Committee for review and recommendation: County Council Expense Accounts-(1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000.00 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid to the County prior to the end of the fiscal year in which the excess spending occurred. If the deficiency is not corrected within 30 days of the beginning of a new fiscal year, the deficiency will be repaid from the Council member's pay check. OR (b) The Council member may solicit additional expense account funds from another Council member who has unspent funds in his/her account. The Rules & Appointments Committee will develop a form that includes a section for the Council member soliciting the funds to sign and a section for the granting Council member to sign approving the request for transfer of funds. Once completed, the form will be turned in to the Clerk of Council who will send the signed request to the Finance Department where the appropriate transfer of funds and accounting can take place. The Clerk of Council will also maintain a file copy of the form in the Council office. PLEASE NOTE: This is simply a "suggestion" as to how we might deal with this matter. I am certainly open to any ideas any of you might have as to how this might be improved upon. [PEARCE] – This item was referred to the Rules & Appointments Committee.

To have the following sent to the Rules & Appointments Committee for review and recommendation: County Council Expense Accounts-(1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000.00 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid to the County prior to the end of the fiscal year in which the excess spending occurred. If the deficiency is not corrected within 30 days of the beginning of a new fiscal year, the deficiency will be repaid from the Council member's pay check. [ROSE] – This item was referred to the Rule & Appointments Committee

Request unanimous consent to postpone the annual report by Palmetto Health scheduled for March of each year as required by the Memorandum of Understanding between Palmetto Health and Richland County dated April 22, 2003, Section 2.h. until such time as a more appropriate means of communicating the activities of Palmetto Health to the citizens of Richland County can be developed [PEARCE] – Mr. Pearce moved, seconded by Mr. Malinowski, to postpone the Palmetto Health annual report. The vote in favor was unanimous.

In an effort to obtain permanent funding for the CMRTA I am submitting the following motion: (This could also be added to the CMRTA item on the agenda for consideration). I request the legal department to determine the legality of implementing any of the following to be used as permanent funding for the CMRTA: (If State law changes are needed then the Legislative Delegation could be requested to do so.) (a) Can an admission tax be added to every event ticket sold in Richland County (unincorporated & incorporated) that would be designated strictly for providing to the CMRTA? Something as small as 25 cents would bring in huge amounts and would not be taking money from a person's needs but from their excess since that is what is used to purchase such tickets. It would be collected at all sporting events, theatre and concert events, museums, zoo and any entity that charges an admission to their venue. Buses travel to all these locations now so it would seem logical to make this request. (b) With assistance from the Columbia Chamber of Commerce create an employee sponsored commuter program. The IRS used to allow a tax free benefit up to \$230 per month (\$2,760 per year) for transit expenses. This is a benefit to both employee and employer and could be provided to the employee as a pre-tax benefit. (c) A deed recording fee could be a robust funding source. While it seems there is no logical connection with transportation it could be marketed based on the economic development potential of transit programs. [MALINOWSKI] – This item was referred to the Transportation Ad Hoc Committee.

Motion to have the following sent to the Rules & Appointments Committee for review and possible action: County Council Expense Accounts – (a) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000.00 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses with the Council approved amount. (b) Each member will be allowed to rollover up to \$700 (10%) unspent from the ending fiscal year into the new fiscal year by written request to Administration. (c) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she would be allowed to have up to \$700 (10%) deducted from the new year's \$7,000 allotment. (d) In the event that a Council member exceeds the allowable expense account allocation as noted in #c above, he/she must do one of the following: (1) The Council member may solicit additional expense account funds from another Council member who has unspent funds in his/her account. (The Rules & Appointments Committee will create a form to document the request for transfer of funds and to authorize the Finance Department to make the appropriate transfer.) OR (2) The amount overspent by the Council member must be repaid to the County by the first day of September. If the overage amount is not paid by the first day of September, the monies will be garnished from the Council

member's pay check. [MANNING] – This item was referred to the Rules & Appointments Committee.

ADJOURNMENT

The meeting adjourned at approximately 9:27 p.m.

Kelvin E. Washington, Sr., Chair

L. Gregory Pearce, Jr., Vice-Chair

Gwendolyn Davis Kennedy

Joyce Dickerson

Valerie Hutchinson

Norman Jackson

Damon Jeter

Bill Malinowski

Jim Manning

Paul Livingston

Seth Rose

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

Zoning Public Hearing: March 27, 2012 [**PAGES 17-21**]

MINUTES OF



RICHLAND COUNTY COUNCIL ZONING PUBLIC HEARING TUESDAY, MARCH 27, 2012 7:00 p.m.

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

MEMBERS PRESENT:

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

Absent Damon Jeter

OTHERS PRESENT: Amelia Linder, Tracy Hegler, Tommy DeLage, Geo Price, Holland Leger, Suzie Haynes, Stephany Snowden, Sparty Hammett, Brian Cook, Milton Pope, Monique Walter, Michelle Onley

CALL TO ORDER

The meeting was called to order at approximately 7:03 p.m.

ADDITIONS/DELETIONS TO AGENDA

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

MAP AMENDMENT

12-04MA, Richland County, GC to RM-MD (.64 Acres), 5225, 5229, 5235 & 5239 Ridgeway St., 09309-03-07(p)/08(p)/09(p)/10(p)

Mr. Washington opened the floor to the public hearing.

Mr. Fred Meetze spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Livingston moved, seconded by Ms. Dickerson, to defer this item until the April Zoning Public Hearing and to hold an additional public hearing. The vote in favor was unanimous.

12-08MA, LandTech Inc. of SC, Kevin Steelman, NC to RS-MD (4.01 Acres), Three Dog Rd. & US 76, 01506-01-11

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote in favor was unanimous.

12-10MA, Irving Spigner, HI to GC (2 Acres), 10320 Farrow Rd., 17500-03-10(p)

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Manning, to give First Reading approval to this item. The vote in favor was unanimous.

12-11, William Sease, RM-HD to GC (.45 Acres), 3120 Lawrence St., 06012-02-16/17

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Ms. Dickerson moved, seconded by Mr. Manning, to give First Reading approval to this item by title only. The vote in favor was unanimous.

12-12MA, Gilbert Blizzard, Josh Williamson, PDD to RC (2.35 Acres), 11325 Garners Ferry Rd., 35200-09-06/60

Mr. Washington opened the floor to the public hearing.

Mr. Josh Williamson spoke in favor of this item.

The floor to the public hearing was closed.

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

12-13MA, Michael Reynolds, RU to RS-E (1.99 Acres), 1236 Richard Franklin Rd., 01415-02-15

Mr. Washington opened the floor to the public hearing.

Ms. Carrie Reynolds, Mr. Michael Reynolds, and Mr. Michael Tighe spoke in favor of this item.

The floor to the public hearing was closed.

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

TEXT AMENDMENT

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-175, Access; so as to delete the requirement of an encroachment permit

Mr. Washington opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Manning moved, seconded by Ms. Dickerson, to give First Reading approval to this item.

The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 7:43 p.m.

Submitted respectfully by,

Kelvin E. Washington, Sr.
Chair

The minutes were transcribed by Michelle M. Onley

Richland County Council Request of Action

Subject

- a. Personnel Matter

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda

Richland County Council Request of Action

Subject

- a. Legislative Contacts

Richland County Council Request of Action

Subject

- a. Council Photograph, April 17th, 6:00 p.m.

Richland County Council Request of Action

Subject

- a. Personnel Matter
- b. Broadcast of Council Meetings

Richland County Council Request of Action

Subject

- a. An Ordinance to authorize a sanitary sewer easement to the city of Columbia for County owned property along a portion of Rosewood Drive
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto
- c. An Ordinance amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$85,800 of General Fund Undesignated Fund Balance for expenses from the Republican Primary

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (B), Processes; so as to reduce the time to act on the application from sixty (60) days to thirty (30) days **[THIRD READING] [PAGES 28-34]**

Notes

First Reading: February 28, 2012
Second Reading: March 6, 2012
Third Reading:
Public Hearing: February 28, 2012

AMENDED

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE IV, AMENDMENTS AND PROCEDURES; SECTION 26-53, LAND DEVELOPMENT PERMITS; SUBSECTION (B), PROCESSES; SO AS TO REDUCE THE TIME TO ACT ON THE APPLICATION FROM SIXTY (60) DAYS TO THIRTY (30) DAYS.

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 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (b), Processes; Paragraph (1), Land Development Compliance Review; Subparagraph d., Staff Review; is hereby amended to read as follows:

- d. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies. Provided the application is complete, the planning department, for projects not involving some other form of review, shall approve, approve conditionally, or deny the approval of the application within ~~ten (10)~~ thirty (30) days of receipt. ~~Failure to act on those applications not involving some other form of review within ten (10) days shall result in the reimbursement of any application fee submitted to the county. Failure to act within sixty (60) days, unless extended by mutual agreement, shall be considered to constitute approval.~~ In most situations, land development compliance review and the issuance of a land development permit can be handled at the time of application submittal. A record of all actions will be maintained as a public record and the applicant must be notified in writing of any actions taken.

SECTION II. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-53, Land Development Permits; Subsection (b), Processes; Paragraph (2), Minor Land Development Review; Subparagraph d., Staff Review; is hereby amended to read as follows:

- d. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days of the most recent submission date. Provided the application is complete, the following shall occur.

AMENDED

1. *Planning staff review.* Plans for development requiring minor land development review shall be reviewed by the planning department for compliance with the requirements of this chapter.
2. *Development review team.* As needed, plans for development requiring minor land development review shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve, approve conditionally, or deny the approval of the application within ~~sixty (60)~~ thirty (30) days of receipt. ~~Failure to act on an application with sixty (60) days shall be considered to constitute approval.~~ A record of all actions will be maintained as a public record and the applicant must be notified of any actions taken.

SECTION III. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (1), Administrative Review; Subparagraph d., Staff Review; is hereby amended to read as follows:

- d. *Staff review.* The planning department shall review the application and subdivision plat and provide a written decision regarding the request as soon as possible, but no later than thirty (30) days after the submission date of a completed application. ~~If the department does not provide the applicant with written notice of the application's status in this time period, the application fee shall be refunded. If the department does not provide the applicant with written notice of the application's status (approval, approval with conditions, or disapproval) within sixty (60) days after the submission date of a completed application, then the application shall be deemed approved.~~

SECTION IV. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (2), Minor Subdivision Review; Subparagraph d., Staff Review; is hereby amended to read as follows:

- d. *Staff review.* The planning department shall review the application and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days after the most recent submission date. Provided that the application is complete, the following shall occur.

AMENDED

1. *Planning staff review.* Sketch plans for development requiring minor subdivision review shall be reviewed by the planning department for compliance with the requirements of this chapter.
2. *Development review team.* As needed, plans for minor subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter and other applicable county codes. No formal team review shall be required.

The planning department shall approve, approve conditionally, or deny the approval of the sketch plan for a minor subdivision within ~~sixty (60)~~ thirty (30) days after the submission date of a completed application. ~~If the department fails to act on the application within that time, the application shall be deemed approved.~~ A record of all actions will be maintained as a public record and the applicant must be notified of any actions taken.

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph e., Preliminary Subdivision Plan Review and Approval; Clause 2., Staff Review; is hereby amended to read as follows:

2. *Staff review.* The planning department shall review the preliminary plan submittal and determine if it is complete. The applicant shall be notified within ten (10) days of submittal ~~as to whether or not~~ if the application is not complete. Provided that the application is complete, ~~the following shall occur: the planning department shall review the plan for compliance with the requirements of this chapter and conformity with the approved sketch plan, and then issue a letter to the applicant either approving, approving with conditions, or denying the preliminary subdivision plan. Approval of the preliminary subdivision plan shall not constitute final or bonded subdivision plat approval (see Sections 26-54(b)f. and g. below).~~

~~[a] — *Planning staff review.* — Preliminary plans for development requiring major subdivision review shall be reviewed by the planning department for compliance with the requirements of this chapter and conformity with the approved sketch plan.~~

AMENDED

~~[b] — *Development review team.* Within three (3) days of mailing written notice to the applicant that the preliminary subdivision plan is complete, the department shall transmit the plan package to the appropriate development review team members for review and comment. These members shall review and get comments back to the planning department within fifteen (15) days.~~

~~No later than fifteen (15) days after receipt of all review team comments and/or permit approvals, the planning department shall transmit a report and recommendations to the applicant. Said report shall approve, approve with conditions, or deny the preliminary subdivision plan application based on written findings of fact. Approval of the preliminary subdivision plan shall not constitute final or bonded subdivision plat approval (see Sections 26-54(b)f. and g. below). Failure on the part of the planning department to act on the preliminary plat within sixty (60) days shall constitute approval.~~

SECTION VI. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph f., Bonded Subdivision Plan Review and Approval; Clause 2., Staff Review; is hereby amended to read as follows:

2. *Staff review.* The planning department shall review the bonded plan submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days after the most recent submission date. Provided that the application is complete, the following shall occur.
 - [a] *Planning staff review.* Bonded plans for development requiring major subdivision review shall be reviewed by the planning department for compliance with the requirements of this chapter and conformity with the approved sketch plan and preliminary plan.
 - [b] *Development team review.* As needed, bonded plans for major subdivisions shall be reviewed by members of the county's development review team for compliance with the requirements of this chapter

AMENDED

and other applicable county codes. No formal team review shall be required.

The planning department shall approve, approve with conditions, or deny the bonded subdivision plan application based on written findings of fact. Approval of the bonded subdivision plan shall not constitute final subdivision plan approval (see subparagraph g. below on final subdivision plan approval). ~~Failure on the part of the planning department to act on the bonded plat within sixty (60) days after receiving a complete application shall constitute approval.~~

SECTION VII. The Richland County Code of Ordinances, Chapter 26, Land Development; Article IV, Amendments and Procedures; Section 26-54, Subdivision Review and Approval; Subsection (c), Processes; Paragraph (3), Major Subdivision Review; Subparagraph g., Final Subdivision Plan Review and Approval; Clause 2., Staff Review; is hereby amended to read as follows:

2. *Staff review.* The planning department shall review the final plan submittal and determine if it is complete. If the application is incomplete, the planning department shall notify the applicant of the deficiencies within ~~thirty (30)~~ ten (10) days after the most recent submission date. No later than ~~fifteen (15)~~ thirty (30) days after receipt of a complete final plat package, the department shall approve, approve with conditions, or deny the final plat application ~~based on written findings of fact.~~ ~~Failure on the part of the planning department to act on the final plat within sixty (60) days after receiving a complete application shall constitute approval.~~

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

SECTION X. Effective Date. This ordinance shall be effective from and after _____, 2012.

AMENDED

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY

OF _____, 2012

Michelle M. Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: February 28, 2012
First Reading: February 28, 2012
Second Reading: March 6, 2012
Third Reading: March 20, 2012 (tentative)

Richland County Council Request of Action

Subject

Ordinance to authorize a sanitary sewer easement to the City of Columbia for County owned property along a portion of Rosewood Drive [**THIRD READING**] [**PAGES 35-45**]

Notes

February 28, 2012 - The committee recommended that Council approve the ordinance authorizing the granting of a sanitary sewer easement to the City of Columbia for the amount of \$1. The vote in favor was unanimous.

First Reading: March 6, 2012

Second Reading: March 20, 2012

Third Reading:

Public Hearing:

Richland County Council Request for Action

Subject: Ordinance to authorize a sanitary sewer easement to the City of Columbia for County owned property along a portion of Rosewood Drive

A. Purpose

County Council is requested to approve a sanitary sewer easement to the City of Columbia on County owned property along a portion of Rosewood Drive.

B. Background / Discussion

In order to maintain and upgrade its sanitary sewer system, the City of Columbia is requesting that the County provide an easement on County owned property TMS#08716-01-04 (SW/S Rosewood Drive) to complete sewer improvements in the area. A copy of the request letter, easement, a map of the property and an ordinance are attached.

C. Financial Impact

The County will be paid the sum of \$1 for this easement.

D. Alternatives

1. Approve the ordinance authorizing the granting of a sanitary sewer easement to the City of Columbia.
2. Deny the ordinance authorizing the granting of a sanitary sewer easement to the City of Columbia.

E. Recommendation

It is recommended that County Council approve the ordinance authorizing the granting of a utility easement to the City of Columbia on County owned property along a portion of Rosewood Drive.

Recommended by: Staff

Department: Administration

Date: January 2012

F. Approvals

Public Works

Reviewed by: David Hoops

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Finance

Reviewed by: Daniel Driggers

Date: 2/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. The easement was reviewed by Legal and is typical of the easements given frequently to the City of Columbia.

Administration

Reviewed by: Tony McDonald

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval.

COLUMBIA

Everybody Counts, Everybody Contributes, Everybody Benefits



December 12, 2011

Re: Congaree River Sanitary Sewer
Force Main, CIP #SS7115, CF#220-
374

Richland County
c/o Tony McDonald
PO Box 192
Columbia, SC 29202

Dear Mr. McDonald,

In order to maintain and upgrade its sanitary sewer system, the City is planning improvements along the Congaree River in the Columbia metropolitan area. Existing sanitary sewer infrastructure in this area is at capacity and susceptible to failure. The City has plans to construct a new 42" sanitary sewer force main that must be completed as soon as possible in order to meet current and future demands.

Our records indicate that you are the owner of property identified as Richland County TMS#08716-01-04 (SW/S Rosewood Drive, Columbia, SC 29201). In order to complete the sewer improvements in this area, we are requesting an easement along a portion of this property.

The Engineering Division has studied the route and location of the sanitary sewer line in order to obtain maximum benefits to the system with the least inconvenience to you.

Enclosed is the easement and exhibit depicting part of your property and the location and dimensions of the easement you are being requested to grant. The easement is required to be executed in the presence of an attorney and the City can provide an attorney to witness/notarize the easement by appointment at no cost to you if you're local. If not, other arrangements can be made. Please review and contact me at (803) 545-3235 or email me at ptwilliams@columbiasc.net to discuss as soon as possible.

Thank you for your prompt attention in this matter.

Yours very truly,

Paxton Williams
Right-of-Way Agent

PW
Enclosures

City of Columbia / Utilities and Engineering
1136 Washington Street • PO Box 147 • Columbia, SC 29217 • (803) 545-3400

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

EASEMENT

For and in consideration of the sum of One (\$1.00) Dollar, each to the other paid, the receipt of which is hereby acknowledged, Richland County (also hereinafter referred to as "Grantor"), does hereby grant unto the said City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, an easement and right-of-way fifteen (15') feet in width, also a 15' temporary easement for construction purposes only, together with the right of ingress and egress at all times for the purpose of constructing, operating, reconstructing and maintaining a sanitary sewer main and with the right to remove shrubbery, trees and other growth from the construction area, provided that the property will be restored as nearly as practicable to its original condition upon completion of the construction and any trees which must be removed shall be moved from the premises, and any damaged shrubbery will be replaced with the same variety from nursery stock, said easement to run through property which the Grantor owns or in which the Grantor has an interest, situate, lying and being:

In the State of South Carolina, County of Richland, and near the City of Columbia, located at 630 Rosewood Drive, Columbia, South Carolina 29201, being further identified as a portion of Richland County tax map number 08716-01-04, as shown on tax maps prepared by the office of the Richland County Tax Assessor, 2011 Edition.

A permanent, exclusive easement for a sanitary sewer main, fifteen (15') feet in width, the centerline of said easement beginning at a point along the northeastern boundary of an existing 30' City of Columbia Sewer Easement, approximately one hundred ten (110) feet northeast of the northwestern property corner of the subject property; thence extending therefrom S69°30'53"E along the subject property, for a distance of one hundred five and five tenths (105.5) feet; thence turning and extending therefrom S24°30'53"E crossing the subject property, for a distance of one hundred eighty-one and ninety-three hundredths (181.93) feet to intersect the common boundary of the southeastern property line of the subject property and the northwestern property line of TMS#08716-01-02, n/f Richland County, at a point one hundred sixty-nine (169) feet northeast of the southwestern property corner of the subject property; thence terminating.

Be all measurements a little more or less.

Also, a 15' temporary construction easement as shown on the attached Exhibit "A".

This easement being more clearly shown and delineated on an easement drawing for Congaree River Sanitary Sewer Force Main Easement, CIP Project #SS7115, sheet 7 of 13, dated August 31, 2010, last revised October 5, 2011, prepared by Construction Support Services, Joel K. Nichols, S.C.P.L.S. #20474, for the City of Columbia, South Carolina and being on file in the Office of the

APPROVED BY
CITY OF COLUMBIA
LEGAL DEPT.

[Handwritten signature]
11-23/11

Department of Utilities and Engineering, City of Columbia, South Carolina under
file reference #220-374.

A copy of said easement drawing being attached hereto and made a part
hereof as Exhibit "A".

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

TO HAVE AND TO HOLD the aforesaid rights to the Grantee, its successors and assigns, as aforesaid, forever.

And the Grantor does hereby bind the Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against the Grantor and Grantor's successors and assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the hand and seal of the Grantor by the undersigned this _____ day of _____, 20__.

WITNESSES:

RICHLAND COUNTY

(1st witness)

By: _____
(Signature)

(2nd witness)

Name: _____
(Print Name)

Title: _____
(Print Title)

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____ on behalf of the within-named Grantor.
Name & Title of Officer City & State

(Notary's Signature)

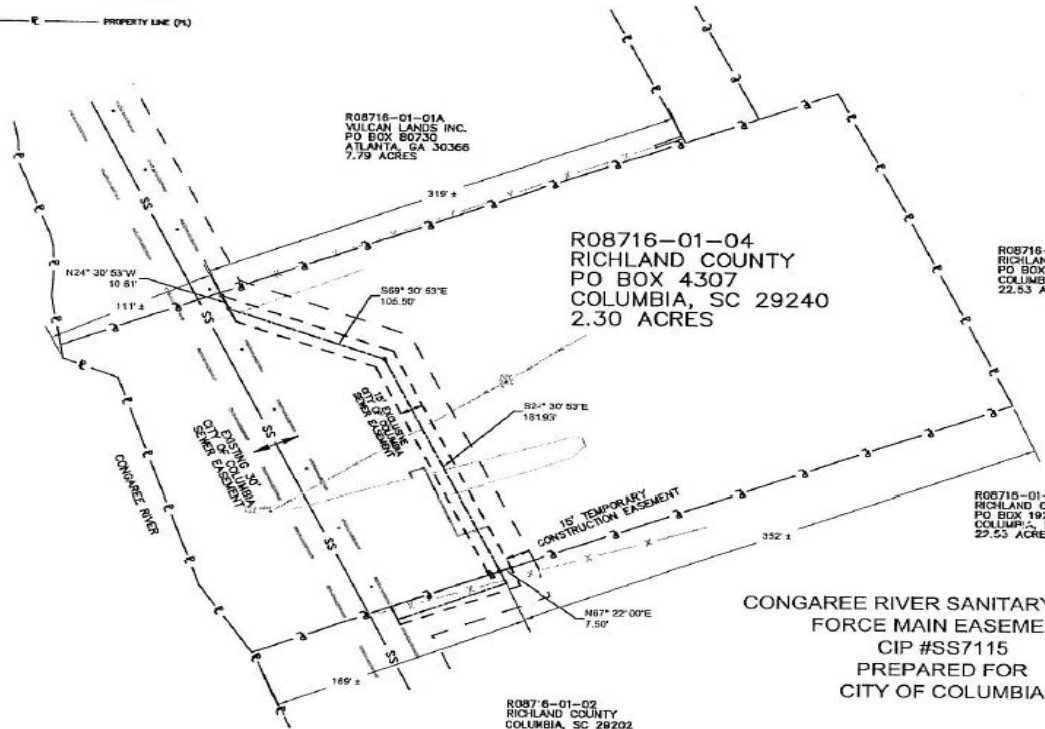
NOTARY PUBLIC FOR: _____
(State)

MY COMMISSION EXPIRES: _____
(Date)

EXHIBIT A

LEGEND:

- S — SANITARY SEWER GRAVITY (SS)
- E — EXISTING PERMANENT EASEMENT
- C — PERMANENT EASEMENT CENTER LINE
- D — PERMANENT EASEMENT (NEW)
- T — TEMPORARY EASEMENT
- F — FENCE LINE
- P — OVERHEAD POWER
- P — PROPERTY LINE (PL)

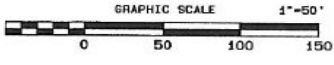


**CONGAREE RIVER SANITARY SEWER
FORCE MAIN EASEMENT
CIP #SS7115
PREPARED FOR
CITY OF COLUMBIA**

PERMANENT EASEMENT = 0.10 Acres
TEMPORARY EASEMENT = 0.11 Acres

EASEMENT DRAWING ACROSS PROPERTY OF
RICHLAND COUNTY
TMS # R08716-01-04
ALONG THE CONGAREE RIVER LOCATED IN COLUMBIA,
RICHLAND COUNTY, SOUTH CAROLINA

DRAWING NOT PLOTTED TO
SCALE MEASUREMENTS SHOULD
BE CHECKED AND VERIFIED



NO BOUNDARY SURVEY HAS BEEN CONDUCTED AROUND THIS PARCEL AT THIS DATE. ALL INFORMATION WAS TAKEN FROM PUBLIC RECORDS, TAX MAPS AND/OR RICHLAND COUNTY GIS 2011 EDITION. THIS DRAWING IS IN SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM. THE PERMANENT EASEMENT IS TO BE CENTERED ON THE ASHBY I LOCATION OF THE SANITARY SEWER MAIN BEHIND THE AREA INCLUDED BY THE SANITARY SEWER MAIN BEHIND EASEMENT SHALL NOT BE FILED OVER OR CUT DOWN IN ANY MANNER WHICH WOULD CAUSE THE RAISING OR LOWERING OF THE GROUND LEVEL BEHIND THE ELEVATION WHICH EXIST AT THE TIME OF CONVEYANCE OF THE EASEMENT WITHOUT THE PRIOR APPROVAL OF THE CITY ENGINEER. NO BUILDING OR OTHER STRUCTURE OF ANY KIND, EITHER TEMPORARY OR PERMANENT, SHALL AT ANY TIME BE PLACED OR CONSTRUCTED WITHIN THE AREA OF THE SANITARY SEWER MAIN BEHIND EASEMENT AS SHOWN ON THIS DRAWING.



Brown and Caldwell
JAMES F. MAZZE, P.E.

JOEL R. NICHOLS, P.E., S.C. 46874
BUSINESS ADDRESS:
P.O. BOX 64008
COLUMBIA, SC 29260
jnichols@brownandcaldwell.com

BUSINESS TELEPHONE NUMBERS:
(803) 776-9908 (VOICE)
(803) 776-2080 (FAX)
(803) 462-2102 (MOBILE)

CONSTRUCTION SUPPORT SERVICES
PO BOX 90408 COLUMBIA, SOUTH CAROLINA 29290
Office # (803) 776-9909 Fax # (803) 776-2988

SURVEYOR		DRAWN		PROJECT NO		DATE:
DENYS PROTEAU				050410V		08-31-10
REVISION	DATE	DESCRIPTION			BY	EXHIBIT
1	10/05/2011	PER CITY OF COLUMBIA FINAL REVIEW			JKN	7 of 13
						(CF# 220-374)

ATTORNEY CERTIFICATION

I, _____, an attorney licensed to practice in the State of _____ do hereby certify that I supervised the execution of the attached Easement for Sanitary Sewer Main with Richland County as Grantor and the City of Columbia, as Grantee, this _____ day of _____, 20 _____.

State Bar Number: _____

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

AN ORDINANCE AUTHORIZING AN EASEMENT TO THE CITY OF COLUMBIA FOR SANITARY SEWER MAIN TO SERVE THE CONGAREE RIVER SANITARY SEWER AND LOCATED AT 630 ROSEWOOD DRIVE; RICHLAND COUNTY TMS #08716-01-04.

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 an easement to a sanitary sewer main to The City of Columbia for a portion of 630 Rosewood Drive, also identified as Richland County TMS #08716-01-04, as specifically described in the Easement, 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: _____
Kelvin Washington, Chair

Attest this _____ day of
_____, 2012.

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

Approved As To LEGAL Form Only

No Opinion Rendered As To Content

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 General Fund Annual Budget to appropriate \$85,800 of General Fund Undesignated Fund Balance for expenses from the Republican Primary **[THIRD READING] [PAGES 46-48]**

Notes

February 28, 2012 - The committee recommended that Council approve the budget amendment to the Board of Elections and Voter Registration in the amount of \$85,799.14 to cover election and personnel expenses resulting from the Republican Primary held in January. The vote in favor was unanimous (with one committee member abstaining from the vote).

First Reading: March 6, 2012

Second Reading: March 20, 2012

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$85,800 OF GENERAL FUND UNDESIGNATED FUND BALANCE FOR EXPENSES FROM THE REPUBLICAN PRIMARY.

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 eighty five thousand eight hundred (\$85,800) of undesignated fund balance be appropriated for expenses from the Republican primary. Therefore, the Fiscal Year 2011-2012 General Fund budget is hereby amended as follows:

GENERAL FUND

REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 141,212,192
Appropriation of General Fund undesignated fund balance	_____ 85,800
Total General Fund Revenue as Amended:	\$ 141,297,992

EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 141,212,192
Increase to Board of Elections & Voter Registration	_____ 85,800
Total General Fund Expenditures as Amended:	\$ 141,297,992

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Authorizing the issuance and sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto **[SECOND READING] [PAGES 49-71]**

Notes

February 28, 2012 - The committee recommended that Council approve the requested bond ordinance and associated projects. The vote in favor was unanimous.

First Reading: March 6, 2012

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$35,000,000 GENERAL OBLIGATION BONDS, SERIES 2012A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended, the County operates under the Council-Administrator form of government and the County Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina, 1895, as amended (the "Constitution"), provides that each county shall have the power to incur bonded indebtedness in such manner and upon such terms and conditions as the General Assembly shall prescribe by general law. Such debt must be incurred for a public purpose and a corporate purpose in an amount not exceeding eight percent (8%) of the assessed value of all taxable property of such county.

(c) Pursuant to Title 4, Chapter 15 of the Code (the same being and hereinafter referred to as the "County Bond Act"), the governing bodies of the several counties of the State may each issue general obligation bonds to defray the cost of any authorized purpose and for any amount not exceeding their applicable constitutional limit.

(d) The County Bond Act provides that as a condition precedent to the issuance of bonds an election be held and the result be favorable thereto. Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended, provides that if an election be prescribed by the provisions of the County Bond Act, but not be required by the provisions of Article X of the Constitution, then in every such instance, no election need be held (notwithstanding the requirement therefor) and the remaining provisions of the County Bond Act shall constitute a full and complete authorization to issue bonds in accordance with such remaining provisions.

(e) The assessed value of all the taxable property in the County as of June 30, 2011, for purposes of computation of the County's constitutional debt limit, is \$1,480,613,010. Eight percent of such sum is \$118,449,040. As of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$32,235,000. Thus, the County may incur not exceeding \$86,214,040 of additional general obligation debt within its applicable debt limitation.

(f) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not exceeding \$35,000,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina, the proceeds of which will be used to provide funds for: (i) defraying the costs of capital projects including but not limited to the acquisition of sheriff and EMS vehicles; renovation of County facilities; and constructing and equipping an EMS headquarters (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$35,000,000 aggregate principal amount of general obligation bonds of the County to be designated "Not exceeding \$35,000,000 (or such other amount as may be issued) General Obligation Bonds, Series 2012A, of Richland County, South Carolina" (the "Bonds") for the purpose stated in Section 1(f) of this Ordinance.

The Bonds shall be issued as fully registered Bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of Bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Administrator of the County (the "Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Administrator.

Both the principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

SECTION 3. Delegation of Authority Relating to the Bonds. The County Council hereby delegates to the Administrator or his lawfully-authorized designee the authority: (a) to determine the par amount of the bonds; (b) to determine maturity dates of the Bonds and the respective principal amounts maturing on such dates; (c) to determine the interest payment dates of the Bonds; (d) to determine redemption provisions, if any, for the Bonds; (e) the date and time of sale of the Bonds; (f) to receive bids on behalf of the County Council; and (g) to award the sale of the Bonds to the lowest bidder therefor in accordance with the terms of the Notice of Sale for the Bonds.

After the sale of the Bonds, the Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the results of the sale of the Bonds.

SECTION 4. Registration, Transfer and Exchange of Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Bond or Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Bond. Any Bond surrendered in exchange for a new registered Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Bond shall be registered upon the registry books as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Bonds during the fifteen (15) days preceding an interest payment date on such Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Bond or in the case of any proposed redemption of Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Bonds. In case any Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Bond, or in lieu of or in substitution for such lost, stolen or destroyed Bond. In any such event the applicant for the issuance of a substitute Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Bond or in substitution for any allegedly lost, stolen or wholly destroyed Bond shall be entitled to the identical benefits under this Ordinance as was the original Bond in lieu of which such duplicate Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Bonds. The Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Bonds. The full faith, credit, and taxing power of the county is irrevocably pledged to the payment of the Bonds. The Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 10. Notice of Initiative and Referendum. The County Council hereby delegates to the Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, shall be given with respect to this Ordinance, such notice being in substantially the form attached hereto as Exhibit B. If such notice is given, the Administrator is authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Bonds, and such Bond or Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Bond or Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Bonds shall no longer be deemed to be outstanding hereunder, such Bonds shall cease to draw interest from the due date thereof and, except for the purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions; and

(d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Bond or Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Bonds shall be exempt, in accordance with the provisions of Section 12-2-50 of the Code, from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

SECTION 13. Eligible Securities. The Bonds initially issued (the “Initial Bonds”) will be eligible securities for the purposes of the book-entry system of transfer maintained by The Depository Trust Company, New York, New York (“DTC”), and transfers of beneficial ownership of the Initial Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Bonds shall be issued in fully-registered form, one Bond for each of the maturities of the Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Bonds together with an assignment duly executed by DTC, the County shall execute and deliver to the successor securities depository Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Bonds, Form of Notice of Sale. The Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Bonds together with the Notice of Sale. The County Council authorizes the Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Bonds so that it may be provided to the purchaser of the Bonds.

SECTION 16. Filings with Central Repository. In compliance with Section 11-1-85, South Carolina Code of Laws 1976, as amended, the County covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (a) a copy of an annual independent audit of the County within thirty (30) days of the County's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, event specific information of an event which adversely affects more than five (5%) percent of the tax revenues of the County or the County's tax base.

SECTION 17. Continuing Disclosure. In compliance with the Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

(a) Any premium shall be placed in the sinking fund established pursuant to Section 4-15-150 of the Code; and

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the School District from the proceeds of the Bonds for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the

capital improvements prior to the issuance by the County of the Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Bonds. The County further covenants and agrees with the holders of the Bonds that no use of the proceeds of the Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Bonds would have caused the Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Bonds are outstanding;

(b) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the IRC relating to required rebates of certain amounts to the United States; and

(c) make such reports of such information at the time and places required by the IRC.

SECTION 22. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Bonds: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC, as co-bond counsel, Parker Poe Adams and Bernstein LLP and Jabber & Isaac, P.A., co-disclosure counsel, and Southwest Securities Inc., as financial advisor in connection with the issuance of the Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page to Follow]

Enacted this ____ day of _____, 2012.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2012:

Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Date of First Reading:	March 6, 2012 (title only)
Date of Second Reading:	April 3, 2012
Date of Public Hearing:	April 17, 2012
Date of Third Reading:	April 17, 2012 (tentative)

FORM OF BOND

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
GENERAL OBLIGATION BONDS, SERIES 2012A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	--------------------------------------	--------------

REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the "County"), is justly indebted and, for value received, hereby promises to pay to the registered holder specified above, or registered assigns, the principal amount specified above on the maturity date specified above, upon presentation and surrender of this Bond at the principal office of _____, in the City of _____, State of _____ (the "Paying Agent"), and to pay interest on such principal amount from the date hereof at the rate per annum specified above until this Bond matures. Interest on this Bond is payable semiannually on _____ and _____ of each year, commencing _____, until this Bond matures, and shall be payable by check or draft mailed to the person in whose name this Bond is registered on the registration books of the County maintained by the registrar, presently _____, in _____, _____ (the "Registrar"), at the close of business on the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date. The principal of and interest on this Bond are payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts; provided, however, that interest on this fully-registered Bond shall be paid by check or draft as set forth above.

This Bond shall not be entitled to any benefit under the Ordinance (hereafter defined), nor become valid or obligatory for any purpose, until the certificate of authentication hereon shall have been duly executed by the Registrar.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as they respectively mature and to create such sinking fund as may be necessary therefore.

This Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to number, denomination, date of maturity, redemption provisions, and rate of interest, aggregating _____ Dollars (\$ _____), issued pursuant to and in accordance with the Constitution

and laws of the State of South Carolina, including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2012.

[Redemption Provisions]

This Bond is transferable as provided in the Ordinance, only upon the books of the County kept for that purpose at the principal office of the Registrar by the registered holder in person or by his duly authorized attorney upon surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered holder or his duly authorized attorney. Thereupon a new fully-registered Bond or Bonds of the same aggregate principal amount, interest rate redemption provisions, if any, and maturity shall be issued to the transferee in exchange therefor as provided in the Ordinance. The County, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal hereof and interest due hereon and for all other purposes.

Under the laws of the State of South Carolina, this Bond and the interest hereon are exempt from all State, county, municipal, school district and all other taxes or assessments, except estate or other transfer taxes, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of South Carolina to exist, to happen and to be performed precedent to or in the issuance of this Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Bond, together with all other indebtedness of the County, does not exceed the applicable limitation of indebtedness under the laws of the State of South Carolina; and that provision has been made for the levy and collection of a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on this Bond as the same shall respectively mature and to create such sinking fund as may be necessary therefor.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Bond to be signed with the facsimile signature of the Chair of the County Council, attested by the facsimile signature of the Clerk to the County Council and the seal of the County impressed, imprinted or reproduced hereon.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

This bond is one of the Bonds described in the within mentioned Ordinance of Richland County, South Carolina.

_____ as Registrar

By: _____ Authorized Officer

The following abbreviations, when used in the inscription on the face of this Bond shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

JT TEN - As joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors

(State)

Additional abbreviations may also be used though not in list above.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____ (Name and address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranteed:

(Authorizing Officer)

Signature(s) must be guaranteed
by an institution which is a
participant in the Securities
Transfer Agents Medallion
Program (“STAMP”) or similar
program.

NOTICE: The signature to this
agreement must correspond with
the name of the registered holder as
it appears upon the face of the
within Bond in every particular,
without alteration or enlargement or any
change whatever.

Copies of the final approving opinions to be rendered shall be printed on the back of each Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to the County Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

IT IS HEREBY CERTIFIED that the following is a true and correct copy of the complete final approving opinions (except for date and letterhead) of McNair Law Firm, P.A., Columbia, South Carolina, approving the issue of bonds of which the within bond is one, the original of which opinions were manually executed, dated and issued as of the date of delivery of and payment for the bonds and a copy of which is on file with the County Council of Richland County, South Carolina.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk, County Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2012, enacted Ordinance No. _____ entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$35,000,000 GENERAL OBLIGATION BONDS, SERIES 2012A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO" (the "Ordinance"). The Ordinance authorizes the issuance and approves the sale of not to exceed \$35,000,000 General Obligation Bonds, Series 2012A (the "Bonds") of the County.

The proceeds of the Bonds will be used to provide funds for: (i) acquiring vehicles for use by the Sheriff's Department for the 2011-12 fiscal year; (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

Pursuant to Section 11-27-40(8) of the Code of Laws of South Carolina, 1976, as amended, unless a notice, signed by not less than five (5) qualified electors of the County, of the intention to seek a referendum is filed both in the office of the Clerk of Court of the County and with the Clerk of the County Council, the initiative and referendum provisions of South Carolina law, Sections 4-9-1210 to 4-9-1230 of the Code of Laws of South Carolina, 1976, as amended, shall not be applicable to the Ordinance. The notice of intention to seek a referendum must be filed within twenty (20) days following the publication of this notice of the adoption of the aforesaid Ordinance in a newspaper of general circulation in Richland County.

/s/Chair, County Council, Richland County,
South Carolina

FORM OF NOTICE OF SALE

§ _____ GENERAL OBLIGATION BONDS, SERIES 2012A
OF RICHLAND COUNTY, SOUTH CAROLINA

Time and Place of Sale: NOTICE IS HEREBY GIVEN that sealed bids, facsimile bids and electronic bids will be received on behalf of Richland County, South Carolina (the "County") in the Administrative Conference Room, 4th Floor, 2020 Hampton Street, Columbia, South Carolina, until 11:00 a.m., South Carolina time, on _____, _____, 2012, at which time said proposals will be publicly opened for the purchase of \$ _____ General Obligation Bonds, Series 2012A, of the County (the "Bonds").

Sealed Bids: Each hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2012A, Richland County, South Carolina" and should be directed to the County Administrator at the address in the first paragraph hereof.

Facsimile Bids: The County will accept the facsimile transmission of a manually signed Official Bid Form at the risk of the Bidder. The County shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile should be transmitted to the attention of J. Milton Pope, County Administrator, fax number (803) 576-2138.

Electronic Bids: Electronic proposals must be submitted through i-Deal's Ipreo Electronic Bid Submission System ("Ipreo"). No electronic bids from any other providers of electronic bidding services will be accepted. Information about the electronic bidding services of Ipreo may be obtained from i-Deal, 40 W. 23rd Street, 5th floor, New York, New York 10010, Customer Support, telephone (212) 404-8102.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY FACSIMILE TRANSMISSION OR BY ELECTRONIC BID, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE COUNTY AT THE PLACE, DATE AND TIME APPOINTED, AND THE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Book-Entry-Only Bonds: The Bonds will be issued in fully-registered form. One Bond representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing each year; Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The winning bidder, as a condition to delivery of the Bonds, will be required to deposit the Bond certificates representing each maturity with DTC.

The Bonds will be issued in fully-registered form registered as to principal and interest; will be dated _____, 2012; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Bonds maturing in each year; and will mature serially in successive annual installments on _____ in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-----------------------------	-------------	-----------------------------

The Bonds will bear interest from the date thereof payable semiannually on _____ and _____ of each year, commencing _____, until they mature.

[Redemption Provisions]

Municipal Bond Insurance: The County has submitted applications to various bond insurers for a policy of insurance relating to the Bonds to be effective as of the date of their issuance. If a bidder for the Bonds desires to have the Bonds so insured, the bidder should specify in its bid for the Bonds whether bond insurance will be purchased. The premium on such bond insurance must be paid at or prior to the closing by the successful bidder. Any failure of the Bonds to be so insured or of any such policy of insurance to be issued shall not constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the Bonds.

Registrar/Paying Agent: Wells Fargo Bank, N.A., Atlanta, Georgia, shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Bonds of that maturity from their date to such maturity date. A bid for less than all the Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Bonds to the date of full payment of the purchase price.

Award of Bid. The Bonds will be awarded to the bidder or bidders offering to purchase the Bonds at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Bonds, results in an amount equal to the price bid for the Bonds. In the case of a tie bid, the winning bid will be awarded by lot. The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 3:00 p.m., South Carolina time, on the date of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other county taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Bid Form: Proposals should be enclosed in a separate sealed envelope marked "Proposal for \$ _____ General Obligation Bonds, Series 2012A, of Richland County, South Carolina" and should be directed to the Chair of the County Council at the address in the first paragraph hereof. It is

requested but not required that you submit your bid on the Proposal for Purchase of Bonds supplied with the Official Statement.

Official Statement: Upon the award of the Bonds, the County will prepare an official statement (the “Official Statement”) in substantially the same form as the preliminary official statement subject to minor additions, deletions and revisions as required to complete the Official Statement. Within seven (7) business days after the award of the Bonds, the County will deliver the Official Statement to the successful bidder in sufficient quantity to comply with Rule G-32 of the Municipal Securities Rulemaking Board. The successful bidder agrees to supply to the County all necessary pricing information and any Underwriter identification necessary to complete the Official Statement within 24 hours after the award of the Bonds.

Continuing Disclosure: In order to assist the bidders in complying with S.E.C. Rule 15c2-12(b)(5), the County will undertake, pursuant to an ordinance and a Disclosure Dissemination Agent Agreement, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

Legal Opinion: The County Council shall furnish upon delivery of the Bonds the final approving opinions of McNair Law Firm, P.A., Columbia, South Carolina, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate of the County that no litigation is pending affecting the Bonds.

Certificate as to Issue Price: The successful bidder must provide a certificate to the County by the date of delivery of the Bonds, stating the initial reoffering price of the Bonds to the public (excluding bond houses and brokers) and the price at which a substantial amount of the Bonds were sold to the public, in form satisfactory to Bond Counsel. A sample copy of such a certificate may be obtained from Bond Counsel.

Delivery: The Bonds will be delivered on or about _____, 2012, in New York, New York, at the expense of the County. The balance of the purchase price then due, including the amount of accrued interest, must be paid in federal funds or other immediately available funds.

Additional Information: The Preliminary Official Statement of the County with respect to the Bonds will be furnished to any person interested in bidding for the Bonds upon request. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Notice of Sale as to the complete information concerning the Bonds. Persons seeking additional information should communicate with J. Milton Pope, County Administrator, 2020 Hampton Street, Columbia, South Carolina, 29201, telephone (803) 576-2054 or Francenia B. Heizer, Esquire, McNair Law Firm, P.A., 1221 Main Street, 17th Floor, Columbia, South Carolina, 29201, telephone (803) 799-9800, e-mail: fheizer@mcnair.net.

RICHLAND COUNTY, SOUTH CAROLINA
s/ _____
Chair, County Council

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by Richland County, South Carolina (the “County”) in connection with the issuance of \$ _____ General Obligation Bonds, Series 2012A, Richland County, South Carolina (the “Bonds”). The Bonds are being issued pursuant to an ordinance adopted by the County Council of the County (the “Ordinance”). The County covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the County for the benefit of the beneficial owners and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. The following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Dissemination Agent” shall mean the County or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“National Repository” shall mean for purposes of the Rule, the Electronic Municipal Market Access (EMMA) system created by the Municipal Securities Rulemaking Board.

“Bonds” shall mean the \$ _____ General Obligation Bonds, Series 2012A, Richland County, South Carolina, dated _____, 2012.

“Participating Underwriter” shall mean _____ and any other original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean each National Repository and each State Depository, if any.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State Depository” shall mean any public or private repository or entity designated by the State of South Carolina as a state depository for the purpose of the Rule. As of the date of this Certificate, there is no State Depository.

SECTION 3. Provision of Annual Reports.

(a) The County shall, or shall cause the Dissemination Agent to provide, not later than February 1 of each year, commencing in 2012, to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than fifteen (15) business days prior to such date the County shall provide the Annual Report to the Dissemination Agent, if other than the County; provided, that if the audited financial statements required pursuant to Section 4 hereof to be included in the Annual Report are not available for inclusion in the Annual Report as of such date,

unaudited financial statements of the County may be included in such Annual Report in lieu thereof, and the County shall replace such unaudited financial statements with audited financial statements within fifteen (15) days after such audited financial statements become available for distribution. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report.

(b) If the County is unable to provide to the Repositories an Annual Report by the date required in subsection (a), the County shall send a notice to the Municipal Securities Rulemaking Board and State Depository, if any, in substantially the form attached hereto as Exhibit A.

(c) The Dissemination Agent shall:

(1) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Depository, if any; and

(2) if the Dissemination Agent is other than the County, file a report with the County and (if the Dissemination Agent is not the Registrar) the Registrar certifying whether the Annual Report has been provided pursuant to this Disclosure Certificate, and, if provided, stating the date it was provided, and listing all the Repositories to which it was provided.

SECTION 4. Content of Annual Reports.

(a) Each Annual Report shall contain Annual Financial Information with respect to the County, including the information provided in the Official Statement under the headings: “THE BONDS—Security;” “DEBT STRUCTURE—Outstanding Indebtedness;” “CERTAIN FISCAL MATTERS—Assessed Value of Taxable Property in the County,” “—Estimated True Value of All Taxable Property in the County,” “—Tax Rates,” “—Tax Collections for Last Five Years,” and “—Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with each of the National Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The County will clearly identify each such document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events (the “Listed Events”):

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders;
- (8) Bond calls;
- (9) Tender offers;
- (10) Defeasances;
- (11) Release, substitution, or sale of property securing repayment of the securities;
- (12) Rating changes;
- (13) Bankruptcy, insolvency, receivership or similar event of the County;
- (14) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- (15) Appointment of a successor or additional trustee or the change of name of a trustee.

(b) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(2), (7), (8), (11), (14), or (15) above, the County shall as soon as possible determine if such event would be material under applicable federal securities laws. If the County determines that knowledge of the occurrence of such event would be material under applicable federal securities laws, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(c) Whenever the County obtains knowledge of the occurrence of a Listed Event described in subsections (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) above, the County shall promptly, and no later than 10 days after the occurrence of the event, file a notice of such occurrence with the Trustee, the Municipal Securities Rulemaking Board and the State Depository.

(d) Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8), (9), and (10) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds. For the purposes of the event identified in (a)(13) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of the Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the County.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the County, or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any beneficial owner may take such actions as may be necessary and appropriate, including seeking injunctive relief or specific performance by court order, to cause the County, or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Ordinance, and the sole remedy under this Disclosure Certificate in the event of any failure of the County, or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters, and Holders from time to time of the Bonds and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
County Administrator

Dated: _____, 2012

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Richland County, South Carolina
Name of Issue: \$_____ General Obligation Bonds, Series 2012A
Richland County, South Carolina
Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that Richland County, South Carolina (the "County") has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4 of the Continuing Disclosure Certificate executed and delivered by the County as Dissemination Agent. The County has notified us in writing that the Annual Report will be filed by _____.

Dated: _____

RICHLAND COUNTY, SOUTH CAROLINA

Richland County Council Request of Action

Subject

12-08MA
LandTech Inc. of SC
Kevin Steelman
NC to RS-MD (4.01 Acres)
Three Dog Rd. & US 76
01506-01-11 **[SECOND READING] [PAGES 72-73]**

Notes

First Reading: March 27, 2012
Second Reading:
Third Reading:
Public Hearing: March 27, 2012

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 01506-01-11 FROM NC (NEIGHBORHOOD COMMERCIAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 01506-01-11 from NC (Neighborhood Commercial District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of
_____, 2012.

Michelle M. Onley
Clerk of Council

First Public Hearing: March 27, 2012
First Reading: March 27, 2012
Second Reading: April 3, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

12-10MA
Irving Spigner
HI to GC (2 Acres)
10320 Farrow Rd.
17500-03-10(p) [**SECOND READING**] [**PAGES 74-76**]

Notes

First Reading: March 27, 2012
Second Reading:
Third Reading:
Public Hearing: March 27, 2012

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR A PORTION OF THE REAL PROPERTY DESCRIBED AS TMS # 17500-03-10 FROM HI (HEAVY INDUSTRIAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as a portion of TMS # 17500-03-10 from HI (Heavy Industrial District) zoning to GC (General Commercial District) zoning, (all as described in Exhibit A, which is attached hereto).

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

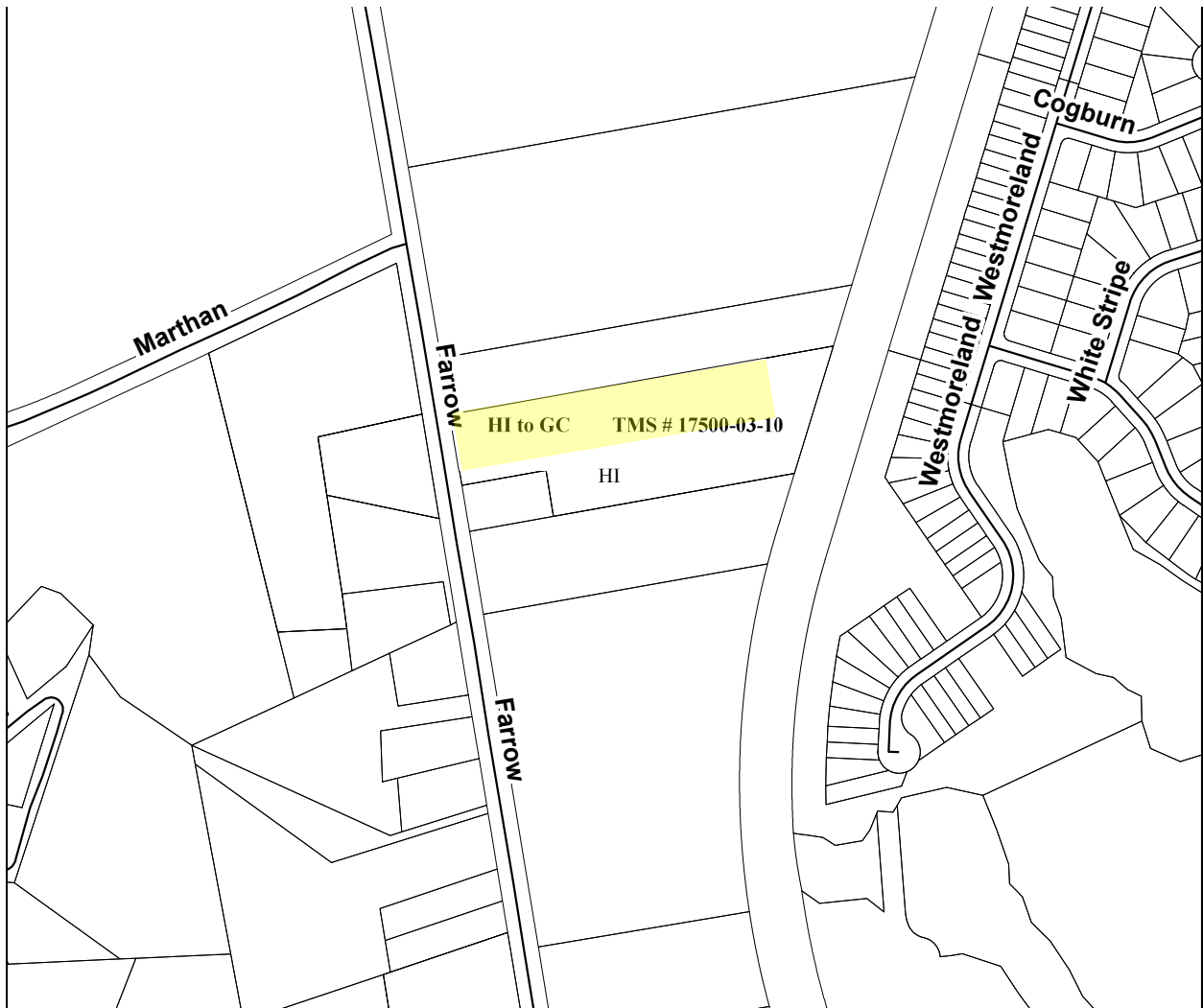
By: _____
Kelvin E. Washington, Sr., Chair

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: March 27, 2012
First Reading: March 27, 2012
Second Reading: April 3, 2012 (tentative)
Third Reading:

Exhibit A



Richland County Council Request of Action

Subject

12-11MA
William Sease
RM-HD to GC (.45 Acres)
3120 Lawrence St.
06012-02-16/17 **[SECOND READING] [PAGES 77-78]**

Notes

First Reading: March 27, 2012
Second Reading:
Third Reading:
Public Hearing: March 27, 2012

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 06012-02-16 AND TMS # 06012-02-17 FROM RM-HD (RESIDENTIAL, MULTI-FAMILY – HIGH DENSITY DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 06012-02-16 AND TMS # 06012-02-17 from RM-HD (Residential, Multi-Family – High Density District) zoning to GC (General Commercial District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2012.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of _____, 2012.

Michelle M. Onley
Clerk of Council

Public Hearing: March 27, 2012
First Reading: March 27, 2012
Second Reading: April 3, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-175, Access; so as to delete the requirement of an encroachment permit **[SECOND READING] [PAGES 79-82]**

Notes

First Reading: March 27, 2012
Second Reading:
Third Reading:
Public Hearing: March 27, 2012

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-175, ACCESS; SO AS TO DELETE THE REQUIREMENT OF AN ENCROACHMENT PERMIT.

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

SECTION I. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-175, Access; is hereby amended to read as follows:

Sec. 26-175. Access.

- (a) *General.* The standards contained in this section are designed to ensure that access to development in the unincorporated parts of Richland County does not impair the public safety and are the minimum necessary to provide safe access to the adjacent property for both pedestrians and vehicles. All proposed vehicle access points connecting to a public road shall conform to the provisions of this section.
- ~~(b) *Encroachment permit.* For projects located on a roadway within the State Highway Network, the Planning Department shall not issue a land development permit, or a final subdivision plat, until SCDOT provides a copy of the approved SCDOT Encroachment Permit. For projects located on a roadway maintained by the County, the Planning Department shall not issue a land development permit, or a bonded or final subdivision plat, until the Department of Public Works provides a copy of the approved County Encroachment Permit.~~
- (be) *Driveway standards.* All driveways shall be constructed in conformance with the standards described below, and with the applicable portions of Section 181 (c), regarding visibility at intersections. The term “Land Use Example” is only illustrative of the relative size of proposed projects and is not intended to be an exclusive list.

**TABLE 26 - VII-4
 DRIVEWAY INSTALLATION STANDARDS**

Land Use Example	Driveway Classification	Projected Trips	Min. Width (ft)	Min. Radius Return (ft)
1 or 2 Family Residence	Low Volume	1-20 AADTs or 1-5 peak hour trips	10 - 24	15
Subdivisions,	Medium	6 – 100 peak	24 – 40 *	30 - 40

Apartments, or small commercial	Volume	hour trips		
Convenience stores, gas stations or shopping centers	High Volume	101+ peak hour trips	Determined by TIA	Determined by TIA

* A 40-ft driveway is usually marked with two 12-ft wide right & left exit lanes and one 16-ft wide entrance lane. If a median divider is used at the entrance, the driveway width must be increased by the width of the median.

~~(c)~~ *Access Point Separation Standards.*

- (1) The access separation standards provided below apply to all public roads, except those inside a subdivision or other development project.

**TABLE 26-VII-5
ACCESS POINT SEPARATION STANDARDS**

Posted Speed Limit (mph)	Minimum Access Point Spacing (ft)* on roadways >2000 AADTs or Access Points Generating > 50 peak hour trips	Minimum Access Point Spacing (ft)* On Roadways with AADTs < 2000
30	160	75
35	220	125
40	275	175
45	325	225
50 >	400	275

* Measured from the near edge of driveways

In addition to the requirements describe above, the Fire Marshal may require a secondary access point to any development project.

- (2) *Major land development and major subdivisions.* All proposed parcels, including outparcels, shall be depicted in the preliminary development plan documents and access to such parcels shall be limited to internal points within the project. Access may be limited to a “Right-In, Right-Out” configuration, as may be deemed necessary.
- (3) *Shared access.* The Planning department, with the consent of the Public Works department, may require shared access agreements among adjacent parcels, and/or installation of marginal access roads, as well as consolidation of existing access points, as may be deemed necessary.

- (4) *Medians.* The Planning department, with the consent of the Public Works department, may require installation of raised medians by the applicant as may be necessary to protect safe vehicular and pedestrian access to adjacent property.
- (5) *Change of land use.* When there is a proposed land use change on a developed site that affects the amount, type, or intensity of traffic activity, the Planning department, with the consent of the Public Works department, shall require written documentation from SCDOT regarding the adequacy of the existing access point to safely accommodate the traffic generated by the project prior to issuing a development permit.
- (de) *Exceptions.* The Planning department, with the consent of SCDOT or the Public Works department, may reduce the requirements described above, provided the applicant can demonstrate that all physically possible alternative development plans have been considered in an attempt to conform to the requirements and that any hardship to compliance is not the result of self-imposed actions, including, but not limited to, the purchase of the subject parcel, the topography of the site, and/or the geometry of the roadway.

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2012.

RICHLAND COUNTY COUNCIL

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

ATTEST THIS THE ____ DAY
OF _____, 2012

Michelle Onley
Clerk of Council

Public Hearing: March 27, 2012
First Reading: March 27, 2012
Second Reading: April 3, 2012 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

Automated GIS-based Tracking Software for Land Development [**PAGES 83-86**]

Notes

February 28, 2012 - The committee recommended that Council approve the request to select a vendor and negotiate a contract for a GIS-based tracking system for land development operations. Total cost and the selected vendor will be brought to Council for approval. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Automated GIS-based Tracking Software for Land Development

A. Purpose

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

B. Background / Discussion

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

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

C. Financial Impact

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

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

D. Alternatives

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

E. Recommendation

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

Recommended by: Department: Date:

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 2/15/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

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

Procurement

Reviewed by: Rodolfo Callwood Date: 2/16/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 2/17/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Policy decision left to Council’s discretion.

Administration

Reviewed by: Sparty Hammett Date: 2/21//12
 Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

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

Richland County Council Request of Action

Subject

Animal Care: Proposed Ordinance Revisions ***{Forwarded from the D&S Committee}*** [TO TABLE] [PAGES 87-91]

Notes

March 27, 2012 - The committee tabled this item pending staff's revision of the commentary contained in the background/discussion section of this item.

Richland County Council Request of Action

Subject: Animal Care: Proposed Ordinance Revisions [Council Motion]

A. Purpose

Council is requested to review the motion made by Councilman Manning at the February 21, 2012 Council Meeting, and direct staff as appropriate.

B. Background / Discussion

The following motion was made by Councilman Manning at the February 21, 2012 Council Meeting:

I move that Council fix the animal shelter ordinance passed February 7, 2012 by implementing those items placed into the substitution motion made that same night. [Manning] Forwarded to the D&S Committee.

The substitute motion items referenced in Mr. Manning's motion are as follows:

1. Properly licensed animals should be given a second chance just as the ordinance gives a second chance to hunting dogs and performance dogs. [Meaning, if an animal is properly licensed, and is picked up by an Animal Care Officer and brought to the shelter, the animal can be released to the owner **WITHOUT BEING SPAYED / NEUTERED**. If the same animal is picked up again by an Animal Care Officer and brought to the shelter for a second time, the animal will not be released to the owner before it is spayed / neutered.]
2. Allow the owner 48 hours to have his/her animal spayed / neutered by their vet in lieu of allowing this operation to be performed at the shelter [by a licensed veterinarian], as is the current practice.

At the February 7, 2012 public hearing for the Animal Care Ordinance revisions, a Newberry County resident stated that her two dogs (Chows), which were being kept by her son at a City of Columbia address, were picked up by an Animal Care Officer after having dug out of the fence, and were brought to the shelter and spayed / neutered per shelter policy before being released to her. The Newberry County resident stated that she was upset that her dogs could not be released for the spay / neuter procedure to be performed by her veterinarian instead of having the procedure performed at the shelter by the licensed veterinarian, per shelter policy. She also stated that **two years ago**, a previously owned Chow was picked up by an Animal Care Officer, as the gate was left open by a pizza delivery man, and that the Chow was neutered at the shelter, per policy. **A year later**, the Chow died. Please note: Richland County Animal Care does not have any records regarding the pick-up of any dogs from this City address. Therefore, the dog(s) were picked up by City of Columbia Animal Care Officers.

Based upon the Newberry County resident's comments, Council discussed the possibility to allow an owner 48 hours to have his / her animal(s) spayed / neutered by their veterinarian in lieu of having this operation performed at the shelter by the on-site licensed veterinarian, as is the current practice.

Also at the February 7, 2012 Council Meeting, it was also suggested that “all properly licensed animals should be given a second chance just as... hunting dogs and performance dogs.”

The Joint County – City Animal Care Advisory Committee met Monday, March 12, 2012 to discuss these two items, and unanimously agreed that the two proposed amendments are not recommended. The discussions that took place at this meeting are documented below.

Allowing people 48 hours (or some other length of time) to use their veterinarians would completely disregard the current ordinance directive prohibiting pets from leaving the shelter unsterilized. (Please note that the Joint County – City Animal Care Advisory Committee also did not recommend allowing a second chance for hunting dogs, but Council decided to leave this exemption in place.)

If we allowed 2 days (or some other length of time) for the procedure to be performed outside the shelter, the shelter may find situations where pets “got lost,” “ran away,” “were given away,” etc. during those 2 days and therefore, the pets never make it to the vet for the procedure. Per the shelter, many people who reclaim their pets don’t even *have* a regular vet. What if an owner wants to take the animal to his / her vet (if they have one), but they don’t have the money?

Allowing a pet out of the shelter unsterilized may have dire consequences. As a point of reference, a pair of breeding cats, which can have two or more litters per year, can exponentially produce **420,000 offspring** over a seven-year period.

Furthermore, this new directive would place an extremely large administrative burden on City and County staff. A large work-load would be created to track and follow up with owners to ensure the surgery was done. Confirmation of the surgery via proper documentation would be required, as “one’s word” may not be sufficient.

We do not know of any agency in the state that has a spay / neuter policy that allows an owner to have their pet’s surgery performed at his/her vet’s office.

More importantly, City and County Animal Care staff stated that **they have not received complaints regarding surgical procedures at the shelter in the past 3 years. The shelter performs at least 2,000 spay / neuter surgeries per year.** It is for these reasons that the Committee does not recommend this revision.

Allowing a pet a “second chance” before being spayed / neutered may allow pets to go on to breed for years before they possibly end up in the shelter again, as many of the largest offenders are back-yard breeders. Again, allowing a pet out of the shelter unsterilized on a first offense may have dire consequences. As a point of reference, a pair of breeding cats, which can have two or more litters per year, can exponentially produce **420,000 offspring** over a seven-year period.

The license fee for unsterilized pets is low enough that it does not encourage people as much as we would like to go ahead and spay / neuter their pets to avoid the higher fee. Sterilized pets = \$4 license fee; Unsterilized pets = \$20 license fee.

If we allow pets a “second chance,” we are going backwards in the grounds we have made in reducing pet overpopulation. Shelter intake will increase, which will drive up costs, which pet-owning and non-pet owning taxpayers will ultimately pay.

The spay / neuter ordinances that exist in Richland County and the City of Columbia are envied by animal care agencies across the state and region. The Advisory Committee respectfully requests that the County not lose ground on this matter, when such great strides have been made thus far!

Furthermore, as the City and County have a joint animal shelter, further revisions to the County’s animal care ordinance will result in the City’s and County’s ordinances becoming *further* apart, when it is recommended to bring the ordinances more in-line with each other so as to facilitate smoother day-to-day operations for both entities, and provide a clearer understanding of the animal care ordinances for all Richland County citizens.

Again, the Joint County – City Animal Care Advisory Committee unanimously agreed that the two proposed amendments are not recommended.

C. Financial Impact

Both proposals will have a negative financial impact. The administrative follow-up alone on both proposals will drive up the cost of shelter operations, and will cost pet-owning and non-pet owning taxpayers more money.

D. Alternatives

1. Do not approve the two proposals.
2. Approve the proposals as presented.
3. Approve the proposals as amended.

E. Recommendation

The Joint County – City Animal Care Advisory Committee unanimously agreed that the two proposed amendments are not recommended.

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/14/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a policy decision and left to council discretion. Based on the ROA financial impact section, approval would have a negative financial impact on the County but the cost is not disclosed. Based on that comment, I would recommend that Council determine the financial impact of the decision prior to approving and appropriately address how that cost will be absorbed.

Legal

Reviewed by: Elizabeth McLean

Date: 3/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. If Council should approve Mr. Manning's motions, the new ordinance language would then need to be reviewed by Legal.

Administration

Reviewed by: Roxanne Ancheta

Date: March 15, 2012

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: While this is a policy decision of Council, it is staff's recommendation to support that of the Animal Care Advisory Committee. Not only will the proposed revisions place an administrative, and therefore, financial burden on the City and County, but the revisions may also have consequences such as uncontrolled breeding and unwanted pets if pets are allowed to leave the premises without being spayed / neutered. As stated in the ROA, over 2,000 spay / neuter procedures are performed at the shelter each year, and no complaints have been received in the past 3 years. The *exact* financial impact of these proposed revisions is unknown at this time, as we are not sure as to how many pet owners may request their pets be taken off-site to be spayed / neutered, nor are we sure as to the number of pets who may be allowed a "second chance." So while we cannot provide an *exact* dollar amount, we *can* provide Council with the fact that these revisions will have a *negative* financial impact on the City and County. Again, it is staff's recommendation to support that of the Animal Care Advisory Committee.

Richland County Council Request of Action

Subject

Printing, Mailing and Postal Services ***{Forwarded from the D&S Committee}*** [PAGES 92-95]

Notes

March 27, 2012 - The committee recommended that Council approve and authorize Procurement, Support Services and the Treasurer's Office to negotiate and award a contract for printing, mailing, and postal service. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: PRINTING, MAILING AND POSTAL SERVICES

A. Purpose

This request is to seek County Council approval and authorization to negotiate and award a contract for printing, mailing, and postal service for the Support Services Department and Treasurer's Office.

B. Background / Discussion

Request for proposal was published for certifying services to be provided using fully automated production processes that will be capable of tracking each individual mail piece through the printing, inserting, mailing processes and postage services.

Proposals were received from two companies Southern Imaging Group and Cash Cycle Solutions. Evaluations were conducted and the evaluation team recommends Southern Imaging Group as the most responsive, responsible and advantageous solution for the County.

C. Financial Impact

The proposal is a negotiated process from which funding for the services will be from the designated accounts and budgeted amounts from the following departments:

- Support Services 1100185000,
- Treasurer Department 1100173000 and account number 1151173500

D. Alternatives

1. Approve the request to authorize the Procurement, Support Services and the Treasurer's office to negotiate and award a contract for the printing, mailing, and postal service.
2. Do not approve the request to authorize the negotiation and award of a contract.

E. Recommendation

- 1. Recommend County Council approval and authorization for the Procurement, Support Services and the Treasurer’s office to negotiate and award a contract for the printing, mailing, and postal service.

Recommended by: Rodolfo Callwood Department: Procurement Date: 3/13/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/14/12
 ✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 3/15/12
 ✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Support Services

Reviewed by: John Hixon Date: 3/15/12
 ✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation: Funding is budgeted in the 110018500.521100 account as stated for this process.

Treasurer

Reviewed by: David Adams Date: 3/16/12
 ✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

The purpose of the contract with Southern Imaging Group is to provide printing, mailing and postage services for the Richland County Treasurer’s Office to comply with taxpayer notifications as stipulated by state law. County Council is requested to approve an expenditure in an amount over \$100,000 for these services. These funds have been requested as part of the County Treasurer’s authorized budgets for Fiscal Year 12-13. Upon approval by County Council, the County Treasurer is authorized to negotiate and award the contract.

Legal

Reviewed by: Elizabeth McLean Date: 3/16/12

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion.

Administration

Reviewed by: Tony McDonald Date: 3/16/12

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval as requested.

Richland County Council Request of Action

Subject

Resolution in Support of National County Government Month April 2012 ***{Forwarded from the D&S Committee}***
[PAGES 96-99]

Notes

March 27, 2012 - The committee recommended that Council support the resolution honoring National County Government Month during the month of April, 2012. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: A Resolution in Support of National County Government Month
April 2012

A. Purpose

The Richland County Office of Public Information is respectfully requesting that Richland County Council support a resolution honoring National County Government Month during the month of April.

B. Background / Discussion

Each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public during the month of April. This year, the Richland County PIO is using the month as a catalyst to jump start a year-long campaign entitled, "What Your County is Doing for You," which will highlight the work of county employees on the website, newsletters and via video.

During the month of April, Richland County will be promoting the 2012 Lawnmower Exchange; National Child Abuse Prevention Month; Fair Housing Month; Community Development Week, as well as the citizen's academy Richland 101.

C. Financial Impact

There is no financial impact associated with this request.

D. Alternatives

1. Richland County Council approves the resolution in support of National County Government Month.
2. Richland County Council does not approve the resolution in support of National County Government Month.

E. Recommendation

It is recommended that Richland County Council support the resolution honoring National County Government Month

Recommended by: Stephany Snowden

Department: PIO

Date: 3/13/2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

Administration

Reviewed by: Stephany Snowden

Date: 3/15/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

National County Government Month - April 2012

“What Richland County is Doing for You”

WHEREAS, the nation’s 3,068 counties provide a variety of essential public services to communities serving more than 300 million Americans; and

WHEREAS, Richland County and all counties take seriously their responsibility to protect and enhance the health, welfare and safety of its residents in sensible and cost-effective ways; and

WHEREAS, Richland County’s mission is to create engaging and comprehensive opportunities to further bring citizens and government together.

WHEREAS, during the month of April 2012, Richland County Government will observe National County Government Month with a citizen awareness campaign, titled **“What Richland County is Doing for You ”**; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote their own programs and services to the public they serve; and

WHEREAS, the **“What Richland County is doing for You”** campaign will highlight the many services and policies that enhance its residents quality of life.

NOW, THEREFORE BE IT RESOLVED that Richland County Council hereby proclaims April 2012 as National County Government Month and encourage all County officials, employees, schools and residents to support the **“What Richland County is Doing for You”** campaign.

ADOPTED this ____day of April 2012

Kelvin E. Washington, Sr., Chairman
Richland County Council

ATTEST this__day of April 2012

Michelle Onley

Interim Clerk of Council

Richland County Council Request of Action

Subject

Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc. **{Forwarded from the A&F Committee}** [PAGES 100-114]

Notes

March 27, 2012 - The committee recommended that Council approve the request from the Treasurer/Tax Collector to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012) at a rate of \$20.00 per property posting not to exceed a total of \$144,000 for the purpose of posting property in Richland County on which delinquent ad valorem property taxes are due. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Approval to Exercise the Second Year of a Contract with Palmetto Posting, Inc.

A. Purpose

The Treasurer/Tax Collector requests County Council to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract. There are no changes to the existing contract from 2011. The purpose of the contract with Palmetto Posting, Inc. is for the posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.

B. Background / Discussion

Palmetto Posting, Inc. provided property posting services in a timely, efficient and cost effective manner for the prior tax year. Palmetto Posting, Inc. possesses the unique and singularly available capacity to meet the County's requirements for posting of delinquent properties for this tax year according to statute.

C. Financial Impact

There is no financial impact to the County's General Fund. All monies expended for the posting of properties come from the Tax Sale Account, 1735, a revenue fund that can only be used for services and notices related to delinquent property taxes.

It is anticipated that the financial impact of this request will be no more than \$144,000.00 to account 1735. This amount has been requested as part of the County Treasurer's authorized budget for Fiscal Year 12-13.

D. Alternatives

1. Approve the request of the Treasurer/Tax Collector to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract, at rate and cost estimates provided, for the purpose of posting of property in Richland County on which delinquent ad valorem property taxes are due. This request will increase the speed and accuracy of the process for the county and our taxpayers, and will not impact the General Fund.

2. Do not approve.

E. Recommendation

It is recommended that Council exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year’s contract, as requested by the Treasurer/Tax Collector.

Recommended by: David A. Adams **Department:** Richland County Treasurer **Date:** March 11, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/12/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth Mclean Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Administration

Reviewed by: Tony McDonald Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: This request calls for the renewal of an existing contract, and funds have been requested by the Treasurer in the FY 13 budget to fund the contract. The Tax Sale Account, from which the funds would come, is generated by revenues from delinquent tax sales, and these revenues, by law, can only be used to collect delinquent taxes. Recommend approval of the Treasurer’s request.



JUSTIFICATION FOR SOLE SOURCE PROCUREMENT

Definitions that should be used when determining a True Sole Source Purchases

Sole Source Procurement is when only **ONE VENDOR/CONTRACTOR** possesses unique and singularly available capacity to meet the requirements such as technical specifications and qualifications, ability to deliver at and in a particular time. When the required equipment, supplies, construction, or services are available from only one source and no other type of property or services will satisfy the need. A **"True Sole Source"** product is available from only one source, often determined by patent or copyright protection, proprietary rights and capacity of one supplier to provide superior capabilities unobtainable from any other supplier for similar products.

Sole Source must be justified with information of efforts undertaken to locate possible alternative supplier. Whenever using Sole Source rather than full and open competition, provide an explanation of the reason why specifications suitable for full and open competition could not be developed or meet your needs and **why** it is necessary and in the county best interest. The use of Sole Source addresses the source of a product or services not the item itself.

The following examples describing circumstances which could necessitate "Sole Source" procurement:

- (a) Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
- (b) Where a sole supplier's item is needed for trial use or testing;
- (c) Where a sole source supplier's item is to be procured for resale;
- (d) Where public utility services are to be procured;
- (e) Where the item is one of a kind; and
- (f) Printed forms, pamphlets, brochures, exclusive of printing equipment.

1. **REQUIRING DEPARTMENT:** Treasurer's Office

NAME OF REQUESTOR: David A. Adams

TELEPHONE:803-576-2275

2. DESCRIPTION OF ACTION.

- a. State if procurement is: Non-Urgent Sole Source Urgent Sole Source
- b. For sole source requests, provide the contractor name, point of contact, address and phone/fax numbers and e-mail address. If a sole source manufacturer distributes via Vendors, provide Vendors information here.

Company: Palmetto Posting

Point of Contact: Terry O'Brien

Telephone #: 864-585-8080

Fax #:

Address: 150 E. Henry Street, Suite 201 Spartanburg, SC 29306

3. **DESCRIPTION OF SUPPLIES/SERVICES, ESTIMATED DOLLAR VALUE AND DELIVERY REQUIREMENTS.** Give a short description of the item or service required, the estimated cost, and required delivery date.

Item:

4. **EXPLANATION OF SOLE SOURCE CIRCUMSTANCES.**

For Sole Source Requirements:

- (1) Explain why the item is needed and what will happen if it's not received by the Required Delivery Date (RDD). Describe impact on overhaul/availability schedules, impact to support, personnel safety issues, potential environmental damages, etc., and include the dollar value associated with late delivery.
 - (2) Explain the unique features/function of the item and why only one manufacturer can provide it. Discuss why a similar product from another manufacturer will not work.
 - (3) If the item can only be obtained from the OEM (Original Equipment Manufacturer), discuss the proprietary (i.e. owned by the company, not for public release) design/drawing/specification requirements.
 - (4) If there is a higher order requirement mandating a particular manufacturer (Public Safety equipment, goods and services), cite the requirement and who approved or required its usage. For component repair or replacement parts, explain any compatibility requirements, including a description of the existing equipment and the interface requirements.
 - (5) Provide Sole Source information requested above.
5. **PROPRIETARY INFORMATION:**
- a. If sole source is based on proprietary data, a statement to that effect is all that is required in response to this block.

The equipment and software are proprietary to:

6. **DOCUMENTATION OF REVIEW OF SPECIFICATIONS FOR SPARE AND REPAIR PARTS.** If the procurement is for spare or repair parts, include a statement that the specifications have been reviewed and meet the minimum functional requirements of the government.

CERTIFICATIONS

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

REQUESTOR

Name, Title and Signature:
David A. Adams, Treasurer



Account Code
1735-5265

Telephone
803-576-2275

Date
3/12/12

I CERTIFY THAT THE FACTS AND REPRESENTATIONS UNDER MY COGNIZANCE WHICH ARE INCLUDED IN THIS JUSTIFICATION ARE COMPLETE AND ACCURATE AND IS BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

PROCUREMENT DIRECTOR

Name and Signature

Date:

I CERTIFY THAT THE REPRESENTATIONS UNDER MY COGNIZANCE ARE BEING PROCURED PURSUANT TO THE AUTHORITY OF RICHLAND COUNTY CODE OF ORDINANCES.

ADMINISTRATOR

Name and Signature

Date:

Attachment for Sole Source Form

3. Description

The Treasurer/Tax Collector requests County Council to exercise the second year of a contract with Palmetto Posting through the 2011 tax sale (held in December 2012), per Item 9 of last year's contract. There are no changes to the existing contract from 2011. The purpose of the contract with Palmetto Posting, Inc. is for the purpose of posting of property, per state law, in Richland County on which delinquent ad valorem property taxes are due. County Council is requested to approve an expenditure of \$20.00 per property posting. Total charges for postings of Richland County Properties are estimated to result in an expenditure of funds over \$100,000.

4. Explanation

To perform the duties required by State Law 12-51. If this is not approved, we will not have the capacity to perform these duties.
There is no other service of this kind available currently.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

AGREEMENT

This Agreement is entered into this 9th day of March, 2011, between Richland County, South Carolina, hereinafter referred to as "County", and Palmetto Posting, Inc., hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the County desires to employ a part-time independent contractor to take exclusive physical possession of the property on which delinquent ad valorem property taxes are owing by posting a notice at one or more conspicuous places on the premises in accordance with South Carolina Code of Laws § 12-51-40; and

Whereas, the Contractor has represented to the County that the Contractor is experienced and qualified to provide the services contemplated by this agreement and the County has relied upon such representation.

Now, therefore, in consideration of the mutual promises and undertakings contained herein, the County and the Contractor, each for itself and its successors and assigns, intending to be fully and legally bound hereby, agree as follows:

1. The Contractor agrees to provide the necessary software and hardware for the posting of property in County on which delinquent ad valorem property taxes are due, per County requirements and also agrees to furnish an adequate number of Field Agents to post the property efficiently and timely.
2. The County agrees to provide at no charge to the Contractor any GIS information the County has access to. The information provided to the Contractor will be used in the service herein described for the County exclusively. The information will not be sold or used for any other purpose.
3. The County agrees to provide internet connectivity and a computer to the Contractor. The County further agrees to provide personnel to administer Contractor's delinquent tax posting process.

4. The Contractor agrees to provide a PDA and a GPS unit as needed per Field Agent. The Contractor agrees to provide a printer of adequate speed and durability to accommodate the specifications of the forms required by the County.
5. The County agrees to act as Administrator in preparing daily the PDA and GPS units for the Field Agents.
6. Contractor agrees to provide an electronic report of the posting of the property. The report may include property owner's name, address, legal description of the property, map number, item number, year built, improvement type, land use, square footage, last sale date, last sale amount, deed book, land value, improvement value, total value, picture of property indicating sign, certificate of posting and signature of person posting property.
7. Contractor agrees to provide reports as required by the Delinquent Tax Collector. The exact details and format of said report to be finalized during design phase between County and Contractor.
8. In consideration of the Contractor furnishing the County with the services as described herein, the County shall pay to the Contractor the sums as stated in the proposal which was submitted by the Contractor and approved and accepted by the County. A copy of such sums which were stated in the contractor's proposal is attached to this Agreement as "Exhibit A" and incorporated herein by reference.
9. The term of this Agreement shall become effective upon the date of its execution and shall continue through the 2011 tax sale this year. The County shall have the option to renew this Agreement for a one (1) year term.
10. The County shall not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

11. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by County on behalf of the Contractor or any employees of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.
12. The Contractor is not eligible for and shall not participate in, any employer pension, health or other fringe benefit plan of County.
13. The Contractor understands that it is responsible to pay, according to law, income taxes on any payment received from the County pursuant to this agreement. The Contractor further understands that it may be liable for self-employment (social security) tax, to be paid by the Contractor according to law.
14. No workers' compensation insurance shall be obtained by County concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the workers' compensation law concerning the Contractor and any employees of the Contractor.
15. It is understood and agreed between the parties that the County, except as noted herein, is in no way connected with the actual performance of this contract on the part of the Contractor, nor as to the employment of labor or the incurring of other expenses; that the Contractor is an independent contractor in the performance of each and every part of this contract and so liable for all labor and expenses in connection therewith and for all damages which may be occasioned on account of the operation of this contract, whether the same be for personal injuries or damages of any kind.
Nothing in this Agreement shall be construed to be inconsistent with the Contractor's status as an independent contractor, or construed to constitute the Contractor, or any of its agents or employees as agents, employees or representatives of the County. The Contractor will supervise the execution

of all work covered by this Agreement which shall be in the exclusive charge and control of the Contractor.

16. The Contractor additionally agrees to indemnify and to hold County, its employees and agents harmless from any and all claims for damages to persons and/or property arising out of or in any way connected with the performance of any work, services or functions covered by this Agreement. The contractor agrees that as an independent contractor, it will not assert in any legal action by claim or defense, or take the position in any administrative procedures that it is an agent or employee of the County.
17. The Contractor further agrees that as an independent contractor it cannot and will not encumber County with any obligation and that it will make no representation to any person or any party on behalf of County. The Contractor further additionally agrees that it will be barred and estopped from instituting or participating in any litigation against County to recover damages, costs or expenses which might arise out of or in any way be connected with the performance of any work, services or functions covered by this Agreement, with the exception of actions by the Contractor to recover payment for services provided under this Agreement, or damages directly attributable to the acts and/or omissions of the County.
18. The Contractor further agrees and binds itself and its successors and assigns in any action by the County for recoupment or reimbursement of such damages and expenses and to be estopped from asserting as a defense that the County did not have proper authority or approval to enter into such indemnity agreement or that the Contractor is not liable for such costs, claims and expenses and the Contractor shall be deemed to have waived such defenses and positions so that only the amount of such costs, claims, etc. shall be the subject of defense. The Contractor agrees that this Agreement may be pleaded by the County in such actions.

19. This Agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party. Such notice by the County to the Contractor, or by the Contractor to the County, may be given and shall be deemed to have been duly given, if either delivered personally or mailed in any general or branch post office enclosed in a certified or registered postpaid envelope addressed as follows:

To the County: Richland County
Office of County Treasurer
2020 Hampton St. Suite 2025
Columbia, SC 29204

To the Contractor: Palmetto Posting, Inc.
150 East Henry Street Suite 201
Spartanburg, SC 29306

20. The Contractor may at any time change the address for notices to it by delivering or mailing an aforesaid notice at least five (5) days prior to such change and setting forth the changed address. The parties shall continue to perform and to be bound by the terms of this Agreement during the thirty (30) day period after any notice of intent to terminate without cause has been given.
21. The County shall, upon reasonable notice, furnish such information and proper assistance to the Contractor as it may reasonably require in connection with any litigation in which the Contractor is, or may become, a party arising out of its performance of this Agreement. This provision shall survive the termination of this Agreement.
22. This Agreement shall super cede any prior agreement between the parties except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to the Contractor elsewhere provided and not expressly provided for in this Agreement.
23. This Agreement cannot be assigned without the prior written approval of the County, and in the event of such assignment, this Agreement shall be void.

24. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Agreement, the parties shall promptly renegotiate a replacement provision.

25. This Agreement can only be changed, modified, added to or deleted from by the mutual consent of the parties in writing.

26. This Agreement contains the entire agreement between the parties and no statement or representation not contained herein shall be valid.

PALMETTO POSTING, INC. (CONTRACTOR)

Terrence P. O'Brien
Witnesses

By: *Terrence P. O'Brien*
Name: Terrence P. O'Brien
Its: President

RICHLAND COUNTY PROCUREMENT

Rodolfo A. Callwood
Buyer, expires 1-31-2015
Witnesses

By: *R. Callwood*
Name: Rodolfo A. Callwood, Director

RICHLAND COUNTY ADMINISTRATION

Witnesses

By: _____
RICHLAND COUNTY ADMINISTRATION

[Signature]
Richland County Attorney's Office
Approved As To LEGAL Form Only.
No Opinion Rendered As To Contract.

EXHIBIT A**COUNTY OF RICHLAND
DELINQUENT TAX POSTING SERVICE**

**ORIGINAL
PROPOSAL
2-11-2008
UPDATED
3-9-2011**

The purpose of Palmetto Posting, Inc. is to provide a complete "turn-key" service regarding the posting of delinquent properties in Richland County. Palmetto Posting has developed a proprietary software system to accept delinquent tax data from the county client, organize, sort and assign properties to field agents for posting. We print the levies to be posted, photograph the posted properties and deliver a digital field report back to the client county. The following is a synopsis of our system operation:

Richland County will deliver to Palmetto Posting, Inc. their entire delinquent tax database in a digital format determined by Palmetto Posting, Inc. working in conjunction with your IT Department or your data processing vendor. This data is imported in our database whereby our proprietary software organizes and sorts it.

Our software integrates with an internal mapping function that optimizes the route for the field agents to locate all assigned properties. The system then prints the Delinquent Tax levies for the agents to post in the order of the mapping route. Once the tax levy is posted in a conspicuous place on the property the field agent takes a digital photograph by the use of a portable hand-held computer. The photograph attaches to the file for that property on sight, thereby eliminating the possibility of attaching the wrong photograph to the intended parcel.

The field agent returns to the office where the handheld device is downloaded and a digital field report is automatically created for export to the county via e-mail or burned to a disc for delivery. The field report includes all data that the county required at the initial design meetings along with a digital photograph of the posted property, the digital signature of the field agent that posted the property, along with the time and date the property was posted.

If a delinquent mobile home cannot be located, Palmetto Posting will utilize all available means, including but not limited to, aerial photography, GIS mapping, county aerial maps and GPS to locate the mobile home. After exhausting all available means to locate the mobile home Palmetto Posting will photograph the subject property and notify the county of our findings. Additionally, if a mobile home is found to be missing, destroyed, dismantled or uninhabitable Palmetto Posting, Inc. will photograph the property as found. Those properties will be forwarded to the county in a special report so the county assessor may ascertain the disposition of these properties.

Palmetto Posting, Inc. will hire, train, supervise, compensate and insure all of its representatives working on the Richland County project.

Palmetto Posting, Inc. carries all insurance required by law including Worker's Compensation, Comprehensive General Liability, Errors and Omissions and Auto Insurance on all non owned and hired automobiles.

The fee charged for our service is \$20.00 per property posted for the 2011 delinquent tax season which is a discounted rate as the county will provide an employee to prepare information, PDA's, and GPS Units for Field Agents on a daily or as needed basis.

Date: 3-9-11


Terrence P. O'Brien
PRESIDENT

Additional Comments: _____

Richland County Council Request of Action

Subject

Authorization to increase the Iron Mountain purchase order over \$100,000 ***{Forwarded from the A&F Committee}*** [PAGES 115-117]

Notes

March 27, 2012 - The committee recommended that Council approve the request to grant the Register of Deeds authorization to increase the purchase order for Iron Mountain to over \$100,000. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Authorization to increase the Iron Mountain purchase order over \$100,000.

A. Purpose

County Council is requested to grant the Register of Deeds authorization to increase the purchase order for Iron Mountain (B1200457) over the \$100,000 limit.

B. Background / Discussion

Richland County stores its records with Iron Mountain. Iron Mountain is a private sector company that specializes in records retention and management. The County has approximately 45,000 cubic feet of records stored at Iron Mountain facilities. In FY 11, Richland County spent \$151,574 for records storage and management. This is an increase of 63.23 % from FY 06 expenditures. In order to control Iron Mountain expenditures, the Register of Deeds has initiated a records management program. The purpose of this program is to control and reduce Richland County's expenditures associated with records by assisting other departments with records management issues.

➤ Discussion Points:

- Iron Mountain expenditures will exceed \$100,000 for FY 12.
- Richland County has spent \$93,803.89. This amount is calculated from FY 12 Iron Mountain expenditures (July 2011 thru February 2012).
- The average FY 12 Iron Mountain monthly bill is \$11,725.49.
- Failure to pay vendor could result in the denial of access to Richland County documents that are stored at Iron Mountain.

C. Financial Impact

1. The approval of this request will not have any financial impact for FY 12. The Register of Deeds budget has funds dedicated for FY12 Iron Mountain services.
2. If council does not approve this request, record management costs associated with Iron Mountain will increase. This increase will be a result of penalties associated with late fees.

D. Alternatives

- Approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.

- Do not approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.

E. Recommendation

- It is recommended that Council approve the request to grant authorization to increase the Iron Mountain purchase order over \$100,000.

Recommended by: John Hopkins, Director
 Department: Register of Deeds
 Date: 03/12/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

The department has approximately \$39,360 remaining in the budget therefore I would recommend that approval not exceed \$39,360 without the identification of other funds.

Procurement

Reviewed by: Rodolfo Callwood Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 3/15/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Tony McDonald Date: 3/15/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation: This request is not for an increase in the budget, but for an increase in the contract amount instead. And because the increase in the contract amount will result in the total contract amount exceeding \$100,000, the Council’s approval is required. Approval is recommended.

Richland County Council Request of Action

Subject

Bond Issuance-Capital Projects List ***{Forwarded from the A&F Committee}*** [PAGES 118-121]

Notes

March 27, 2012 - The committee recommended that Council approve the Bond Issuance Capital Projects list. The committee also recommended that Council allow staff the flexibility to redirect funds on an as needed basis, with Council approval, to address more critical needs that may arise. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Bond Issuance – Capital Project List

A. Purpose

County Council is requested to approve the attached capital project list in conjunction with the bond ordinance for approximately \$35,000,000 as presented at the planning retreat to Council members by the County Administrator.

B. Background / Discussion

During the Council retreat in January 2012, the County Administrator provided Council with information about his capital needs assessment for County facilities. The recommendation included a planned bond issue for \$35m at the end of 2012.

During the discussion it was mentioned that the current bond market has shown very favorable rates but can be volatile. Recent bond sales have closed with an effective interest rate of less than 2 percent and as low as 1.5 percent. Estimates are that if the County issues the same \$35m now to take advantage of these low rates the County could save the taxpayer more than \$6m on the total cost over the life of this loan. Council expressed an interest in pursuing the favorable interest rates and requested that the bond ordinance be included in the Council agenda for February 7th.

The County Administrator presented the above funding plan in order to address the most pressing capital needs based on his assessment. The assessment was the culmination of several months of reviewing and assessing the department request as provided through the Capital Improvement Plan (CIP). The Administrator's recommended capital project list is attached for discussion.

C. Financial Impact

There is no financial impact based on the approval of the capital project list. The financial impact of the bond issue can not be determined until the bonds are issued; however, based on preliminary analyst, the bond repayment could be absorbed within the current County debt service millage rate.

D. Alternatives

1. Approve the capital project list as recommended.
2. Approve an amended capital project list.
3. Defer the approval of the capital project list until a later time.
4. Do not approve a capital project list or associated bond ordinance at this time and not move forward.

E. Recommendation

It is recommended that Council approve alternative 1 with a bond ordinance.

Recommended by: County Administration Department: Council Date: 2/9/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/12/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 3/14/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Grants

Reviewed by: Sara Salley Date: 3/14/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean Date: 3/14/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: Policy decision left to Council’s discretion.

Administration

Reviewed by: Tony McDonald Date: 3/14/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation: The attached list of projects was developed by Administration in an effort to identify some of the more pressing capital needs of the County. The list, which was presented to the Council at the January Retreat, correlates with the \$35 million bond ordinance that received first reading by the Council at the March 6, 2012, Council Meeting.

Approval of the list is recommended; however, other project needs have come to light since this list was presented. It is further recommended, therefore, that the flexibility be retained to redirect funds on an as needed basis, with Council approval, to address more critical needs that may arise, such as the renovation of Decker Center.

The proposed project list and the corresponding bond issue will not require a tax increase due to the fact that other existing debt is being paid out this fiscal year, creating additional debt capacity for new projects. As long as the total cost of all projects does not exceed \$35 million, a tax increase will not be required to fund the debt service.

Richland County Council Request of Action

Subject

Council Expenditure Accounts (Malinowski) ***{Forwarded from the A&F Committee}*** [NO ACTION REQUIRED - ITEM TAKEN UP IN RULES & APPOINTMENTS COMMITTEE] [PAGES 122-124]

Notes

March 27, 2012 - The committee forwarded this item to the Rules and Appointments committee. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Council Expenditure Accounts (Malinowski)

A. Purpose

The purpose of this item is to request the County Council's consideration of a proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.

B. Background / Discussion

At the February 7, 2012, Council Meeting, Council Member Bill Malinowski introduced the following motion:

Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council Members' individual spending accounts so that each council person will be restricted to only spending their authorized amount.

Each Council Member currently has \$7,000 appropriated in the budget for council district expenses. The implication, of course, is that expenditures by each Council Member cannot exceed the \$7,000 budgeted.

If, however, a Council Member incurs expenses beyond the \$7,000, the County will pay those expenses in order to meet the obligation imposed by the Council Member.

With respect to Mr. Malinowski's motion, the staff would have no objection as it is already implied that the amount budgeted is all that can be spent. The motion would simply add more formality to the implied policy that already exists.

C. Financial Impact

All expenditures by individual Council Members would be strictly limited to the amount adopted each year in the budget.

D. Alternatives

1. Support the proposal to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.
2. Do not support the proposal.

E. Recommendation

Staff recommends support of the proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted.

By: Tony McDonald, Administration

Date: February 13, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 2/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

As a budgetary policy, I support the recommendation to ensure compliance of not exceeding appropriated dollars. If the appropriated dollars are insufficient to address the needs, one option would be for Council to increase the funding level during the budget process.

As a financial management policy, I believe that we must be an organization that pays our financial obligations (bills) timely. Therefore I would recommend that approval include language that provides the Finance Director the authority to pay all bills received and communicate any budgetary variance to the County Administrator for follow up.

Legal

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision; Council discretion.

Administration

Reviewed by: Tony McDonald

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Administration supports the motion from Mr. Malinowski, but also concurs with the comments from the Finance Director and would suggest that such language be incorporated into the motion.

Richland County Council Request of Action

Subject

Council Expenditure Accounts (Manning) ***{Forwarded from the A&F Committee}*** [NO ACTION REQUIRED - ITEM TAKEN UP IN THE RULES & APPOINTMENTS COMMITTEE] [PAGES 125-128]

Notes

March 27, 2012 - The committee forwarded this item to the Rules and Appointments committee. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Council Expenditure Accounts (Manning)

A. Purpose

The purpose of this item is to request the County Council's consideration of a proposed policy to limit Council Members' expenditures from the individual expenditure accounts to the amount that is budgeted, and to limit all other line item expenditures in the County budget to the amount originally appropriated for those line items.

B. Background / Discussion

At the February 7, 2012, Council Meeting, Council Member Jim Manning introduced the following motion:

Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members' individual spending accounts so that each council person, as well as all other line items for which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount.

This motion, if approved, will restrict all line items within individual department budgets to the amount originally appropriated in those line items only. Departments currently have the ability to transfer funds from one line item, such as "Office Supplies," to another, such as "Equipment Repairs."

This is a useful management tool that allows elected officials, appointed officials and department directors the opportunity to meet changing demands and/or address unforeseen events that may occur during the fiscal year. To prohibit movement of funds between line items would take away this management ability, meaning that any such transfers would have to be approved by the County Council.

Note: On March 15, 2012, per the A&F committee's request to clarify his motion, Councilmember Manning amended his motion to state the following:

"Staff, in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members individual spending accounts so that each councilperson, as well as all County Staff/Departments/Divisions that have any line items which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount."

C. Financial Impact

The proposed restriction on budget transfers from line item to line item within departments would have little to no financial impact. On the other hand, the operational impact that such a restriction would have would be crippling by no longer allowing an elected official, appointed official or department director to effectively manage his or her departmental budget.

D. Alternatives

1. Approve the proposal to limit Council Members’ expenditures from the individual expenditure accounts to the amount that is budgeted, and to limit all other line item expenditures in the County budget to the amount originally appropriated for those line items.
2. Do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

E. Recommendation

Recommend Alternative #2, i.e., do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

By: Tony McDonald, Administration

Date: February 13, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 2/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Recommendation of alternative two continues to provide departments the operational flexibility needed without reducing the budgetary control necessary at the department level.

Legal

Reviewed by: Elizabeth McLean

Date: 2/17/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In general, the requests in the motion are a policy decision left to Council's discretion; however, I would question Council's authority to limit an elected official's ability to make changes within his/her budget from line to line.

As to the request that the Legal Department help craft a policy for council's individual spending accounts, we will provide whatever help needed. I would note that I believe such a policy already exists and was drafted by Legal with consideration given to recent case law that on the issue; however, that language contains nothing regarding a spending cap.

Administration

Reviewed by: Tony McDonald Date: 2/17/12

Recommend Council approval Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend denial of the motion as stated. Recommend, instead, Alternative #2 above, i.e., do not approve the proposal, and allow elected officials, appointed officials and department directors the continued discretion to manage their departmental budgets within the total amounts appropriated.

Richland County Council Request of Action

Subject

Crane Creek-Catalyst 5 Pedestrian Park - Parcel Acquisition ***{Forwarded from the A&F Committee}*** [PAGES 129-165]

Notes

March 27, 2012 - The committee recommended that Council approve the acquisition of the identified property for the construction of a trail park as part of the Crane Creek Master Plan-Catalyst 5. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Crane Creek- Catalyst 5 Pedestrian Park– **Parcel Acquisition**

A. Purpose

County Council is requested to approve property acquisition needed for the Crane Creek-Catalyst 5 Pedestrian Park. The property will be used for the construction of a sidewalk and pocket park as part of the Crane Creek- Catalyst 5 Pedestrian Park. Acquisition would be of one, 2.60 acre parcel located on the Zion Chapel Baptist Church property at 130 Walter Hills Road, Tax Map #11903-040-03 p\o. The property is zoned CC-3 Activity Center Mixed Use. The current fair market value (FMV) is \$30,000.00.

B. Background / Discussion

In October 2011, Richland County Community Development received \$317,000.00 in Community Development Block Grant funds that were programmed for eligible projects in master planned communities in the Neighborhood Improvement Program. The Crane Creek-Catalyst 5 Pedestrian Park project was presented as an eligible activity.

C. Financial Impact

The financial impact to the Neighborhood Improvement Program Office, with the assistance of Community Development Department to purchase 2.60 acres located at 130 Walter Hills Road, is \$30,000. The department will use federal funds (CDBG) and will not request County funds for the acquisition and the associated project costs. Once acquired, the property will then be owned by Richland County Government and will be maintained by the Richland County Recreation Commission. The Neighborhood Improvement program has entered into a partnership with RCRC for the maintenance of the parcel as it adjacent to the Crane Creek Park. A MOU with Richland County Recreation Commission will be completed in the near future if the acquisition is approved by Council.

Total Estimated Budget for Acquisition and Construction

Acquisition cost for one 2.60 acre parcel	\$30,000.00
--------------------------------------------------	--------------------

D. Alternatives

- Approve the acquisition of identified properties above for public use for the construction of a trail park as part of the Crane Creek Master Plan-Catalyst 5.
- Do not approve the acquisition of properties and omit the trail park from the Crane Creek Master Plan.

E. Recommendation

- It is recommended that Council approve the request to approve the acquisition of identified property above for public use for the construction of a trail park as part of the Crane Creek-Catalyst 5 Pedestrian Park.

Recommended by:
Tiaa B. Rutherford

Department:
Neighborhood Improvement Program

Date:
February 23, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/7/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 3/7/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/9/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. I would recommend that the approval be conditioned upon the future review/approval by Council of the MOU, as that document would spell out any potential County liabilities/responsibilities. In my opinion, the MOU, when prepared, would not need to go the Committee route again, but could be placed straight on the Council agenda as a follow-up to this item.

Administration

Reviewed by: Sparty Hammett


Date: 3/19/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the acquisition of the identified property for the construction of a trail park as part of the Crane Creek Master Plan-Catalyst 5. I agree with Ms. McLean, and the MOU with the Richland County Recreation Commission is in the process of being finalized. The MOU should be available by the time this item is before full Council.



APPRAISAL OF REAL PROPERTY

Crane Church Road Land

Northeast side of Crane Church Road at the intersection
of Walter Hills Road
Columbia, Richland County, South Carolina 29203



PREPARED FOR:

Tiaa B. Rutherford
Richland County Planning & Development Services
2020 Hampton Street
Columbia, SC 29204-1002

EFFECTIVE DATE OF THE APPRAISAL:

February 14, 2012

REPORT FORMAT:

Summary

PREPARED BY:

IRR - South Carolina
Job Number: 110-2012-0048





(Aerial from Google Maps-Date Unknown)

Crane Church Road Land
Northeast side of Crane Church Road at the intersection of Walter Hills Road
Columbia, South Carolina



February 17, 2012

Tiaa B. Rutherford
 Richland County Planning & Development Services
 2020 Hampton Street
 Columbia, SC 29204-1002

SUBJECT: Market Value Appraisal
 Crane Church Road Land
 Northeast side of Crane Church Road at the intersection of Walter Hills Road
 Columbia, Richland County, South Carolina 29203
Integra Realty Resources - South Carolina - Job No. 110-2012-0048

Dear Ms. Rutherford:

Integra Realty Resources – South Carolina is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property. The appraisal is intended to conform to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA).

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	February 14, 2012	\$30,000

The appraisal is not subject to any extraordinary assumptions or hypothetical conditions.



500 Lawand Drive, 2nd Floor • Columbia, South Carolina 29210 • Phone 803-772-8282 • Fax 803-772-0087 • www.IRR.com/sc

Tiaa B. Rutherford
Richland County Planning & Development Services
February 17, 2012
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Respectfully submitted,

INTEGRA REALTY RESOURCES - SOUTH CAROLINA



Elizabeth B. Keys
Analyst
Certified General Real Property Appraiser
South Carolina Certificate # CG4794



Michael B. Dodds, MAI, CCIM
Managing Director
Certified General Real Property Appraiser
South Carolina Certificate # CG-543

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Name	Crane Church Road Land
Address	Northeast side of Crane Church Road at the intersection of Walter Hills Road Columbia, South Carolina 29203
Property Type	Land - Land
Owner of Record	Zion Chapel Baptist Church
Tax ID	P/O 11903-04-03
Land Area	2.60 acres; 113,256 SF
Zoning Designation	CC-3, Activity Center Mixed Use
Highest and Best Use	Assemblage with adjoining properties or residential
Exposure Time; Marketing Period	12 months; 12 months
Effective Date of the Appraisal	February 14, 2012
Date of the Report	February 17, 2012
Property Interest Appraised	Fee Simple
Sales Comparison Approach	
Number of Sales	3
Range of Sale Dates	Aug 10 to Nov 11
Range per Square Foot	\$0.22 - \$0.90
Market Value Conclusion	\$30,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Richland County Planning & Development Services may use or rely on the information, opinions, and conclusions contained in the report. The summary shown above is for the convenience of Richland County Planning & Development Services, and therefore it is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions

GENERAL INFORMATION

IDENTIFICATION OF SUBJECT

The subject is a parcel of vacant land containing an area of 2.60 acres or 113,256 square feet. The property is zoned CC-3, Activity Center Mixed Use, which permits a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center. The subject property is identified as Tract C of tax map number 11903-04-03.

PROPERTY IDENTIFICATION	
Property Name	Crane Church Road Land
Address	Northeast side of Crane Church Road at the intersection Columbia, South Carolina 29203
Tax ID	P/O 11903-04-03

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to develop an opinion of the market value of the fee simple interest in the property as of the effective date of the appraisal, February 14, 2012. The date of the report is February 17, 2012.

CURRENT OWNERSHIP AND SALES HISTORY

The owner of record is Zion Chapel Baptist Church. According to Richland County Assessor records, this party acquired the property in 1969 for a price of \$0. The transaction is recorded in Deed Book 0108, Page 716, of the Richland County public records.

To the best of our knowledge, no other sale or transfer of ownership has occurred within the past three years, and as of the effective date of this appraisal, the property is not subject to an agreement of sale or option to buy, nor is it listed for sale.

DEFINITION OF MARKET VALUE

Market value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;

- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g])

INTENDED USE AND USER

The intended use of the appraisal is for property acquisition purposes. The client and intended user is Richland County Planning & Development Services. The appraisal is not intended for any other use or user. No party or parties other than Richland County Planning & Development Services may use or rely on the information, opinions, and conclusions contained in this report.

APPLICABLE REQUIREMENTS

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
- Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);
- Applicable state appraisal regulations.

PRIOR SERVICES

We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

SCOPE OF WORK

Elizabeth B. Keys conducted an on-site inspection of the property on February 14, 2012. Michael B. Dodds, MAI, CCIM did not conduct an on-site inspection.

We identified the subject through tax records, and a survey, and assembled information about the characteristics of the property that are relevant to its probable use and market value.

VALUATION METHODOLOGY

The methodology employed in this assignment is summarized as follows.

APPROACHES TO VALUE		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

We use only the sales comparison approach to develop an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

REPORT FORMAT

The report has been prepared under the summary report option of Standards Rule 2-2(b) of USPAP. As such, it contains summary discussions of the data, reasoning, and analyses that are used in the appraisal process whereas supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal.

SURROUNDING AREA ANALYSIS

The subject is located on the north side of Columbia, outside of the city limits.

Primary highway access to the area is via Interstate 20 and US Highway 321 (Fairfield Road). Overall, the primary mode of transportation in the area is the automobile.

The area is suburban in character and approximately 35% developed.

Predominant land uses are residential and vacant land. Some institutional and industrial uses are located along Fairfield Road. During the last five years, development has been predominantly minimal. The pace of development has generally been intermittent over this time.

The area is in the stability stage of its life cycle. We anticipate that property values will remain stable in the near future.

LAND DESCRIPTION

LAND DESCRIPTION	
Land Area	2.60 acres; 113,256 SF
Land Area (Usable)	2.60 acres; 113,256 SF
Source of Land Area	Survey Provided by Client Dated 02/06/2012
Primary Street Frontage	Crane Church Road - 1,155 feet
Shape	Triangular
Corner	Yes
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	45079C0235K
Date	September 29, 2010
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
ZONING; OTHER REGULATIONS	
Zoning Jurisdiction	Richland County
Zoning Designation	CC-3
Description	Activity Center Mixed Use
Legally Conforming?	Yes
Zoning Change Likely?	No
Permitted Uses	a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center
UTILITIES	
Service	Provider
Water	City of Columbia
Sewer	City of Columbia
Electricity	SCE&G
Local Phone	Various Providers

The subject property is currently used as a park for the Zion Chapel Baptist Church located across from the subject and also the property owner. It is improved with a walking track, a gazebo, pad sites for picnic tables, and lighting. The improvements do not contribute any additional value to the subject property.

We do note that a paved driveway to the fire station on the adjoining property is located on the subject property at the southeastern end of the parcel. We were not provided a title report to review; however, we are not aware of any other easements, encumbrances, or restrictions that would adversely affect value.



View Along Walter Hills Road
(Photo Taken on February 14, 2012)



View Toward Subject
(Photo Taken on February 14, 2012)



View Along Crane Church Rd
(Photo Taken on February 14, 2012)



View Toward Gazebo on Subject Property
(Photo Taken on February 14, 2012)

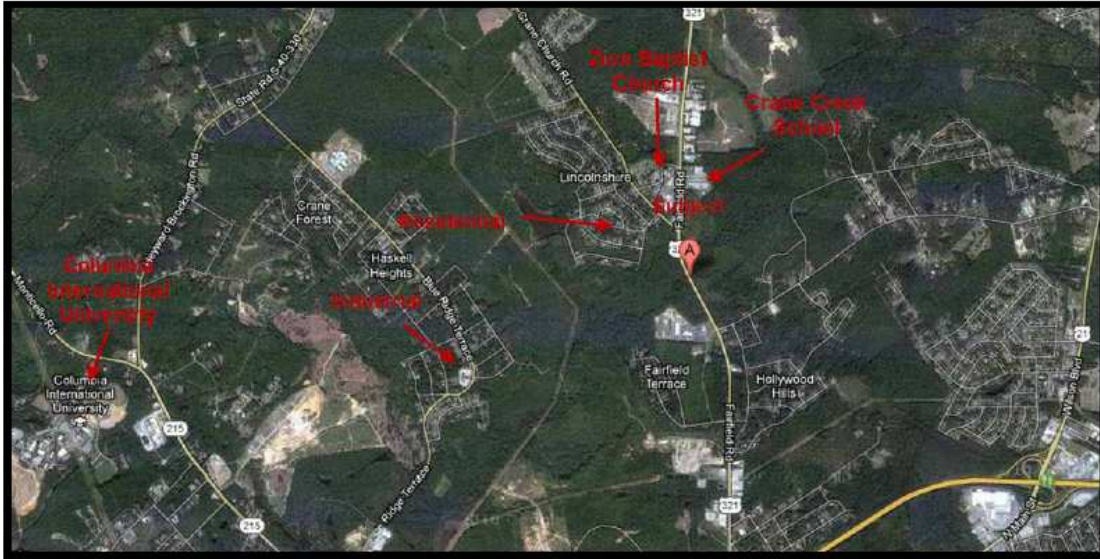


View of Subject
(Photo Taken on February 14, 2012)

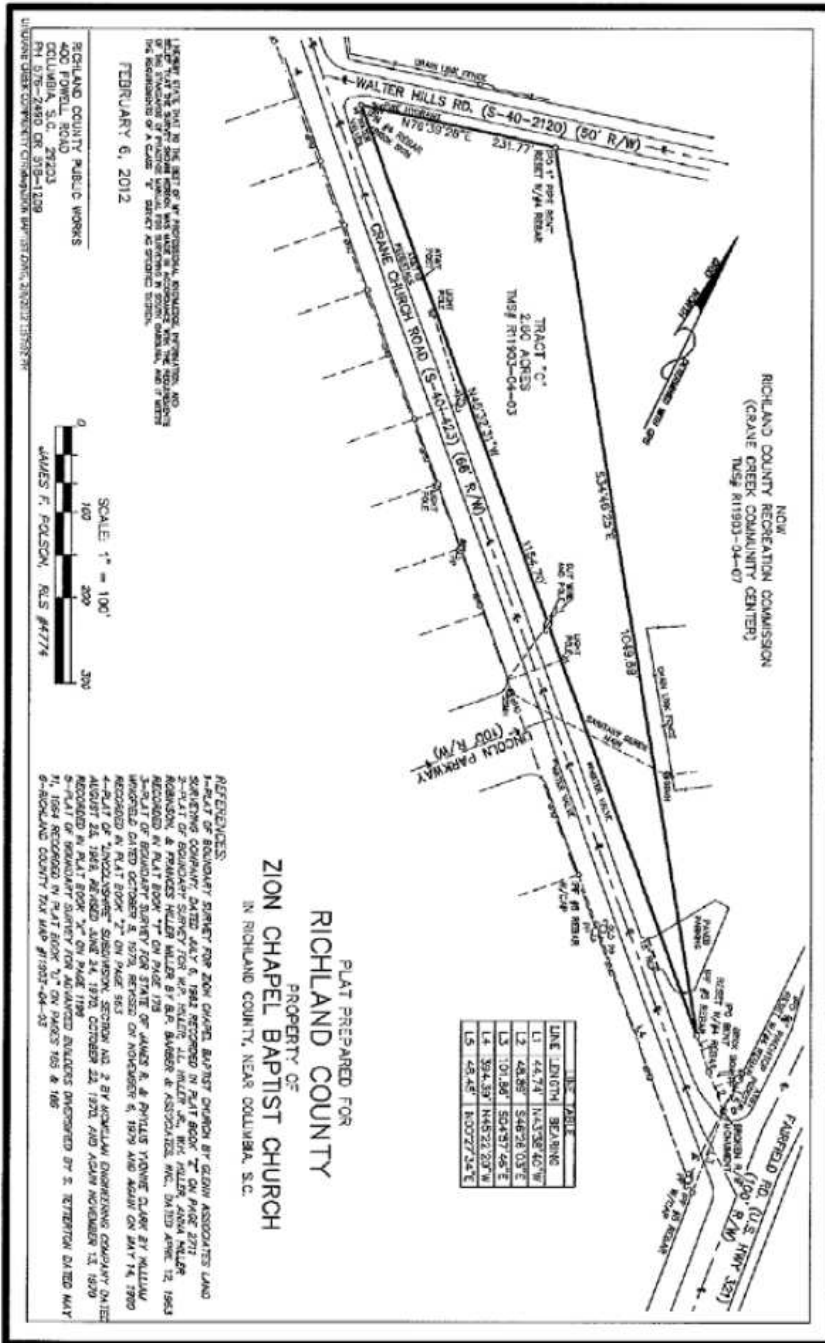


View Toward Subject on Right
From Fairfield Road Intersection
(Photo Taken on February 14, 2012)

SURROUNDING AREA MAP



SURVEY



GOOGLE AERIAL

(Date Unknown)



REAL ESTATE TAXES

The subject property is tax exempt, as it is a portion of a church property. We have not analyzed the taxes any further.

HIGHEST AND BEST USE

The subject property is a triangular shaped parcel, adjacent to a school property and fire station. Residential uses exist across from the subject on Crane Church Road and a church is located across from the subject on Walter Hill Road. The zoning is CC-3, Activity Center Mixed Use, which includes a variety of building types, including civic/institutional, loft dwelling units, townhouses, and detached single family housing and commercial/office, with encouragement of mixed use buildings that serve the larger community and are appropriate for an activity center. The shape of the property somewhat limits the potential uses. Considering surrounding land uses, the highest and best use of the subject as vacant land is to assemble with the adjoining school property or for residential uses. However, there is currently limited demand for new development. We primarily consider holding the property for future residential development or for assemblage. The most probable buyer is an end user.

SALES COMPARISON APPROACH

To apply the sales comparison approach, we searched for sale transactions within the following parameters:

- Location: North Columbia Area, primarily in the 29203 zip code area
- Size: Less than 4 acres
- Highest and Best Use: Residential or Institutional Uses
- Transaction Date: Within the last 3 years

We researched and assembled data for the most relevant sales, and confirmed the arms-length nature of the sales with parties to the transaction or secondary sources. The sales are analyzed on a price per square foot basis in the following table.

ANALYSIS OF COMPARABLE LAND SALES

No.	Name/Address	Acres; SF	Sale Date; Status	Effective Sale Price	\$/SF	Overall Adjustment Applied	Adjustment Comments
	Subject Crane Church Road Land Northeast side of Crane Church Road at the Columbia Richland County, SC	2.60 113,256					
1	Vacant Land 7005 Frost Ave Columbia Richland County, SC	1.48 64,469	Nov-11 Closed	\$14,500	\$0.22	↔	Smaller size and superior shape; no sewer available
2	Vacant Land 5535 Tremont Ave Columbia Richland County, SC	0.87 37,897	Jun-11 Closed	\$12,500	\$0.33	↓	Smaller size and superior shape
3	Vacant Land 221 Overland Dr Columbia Richland County, SC	0.33 14,375	Aug-10 Closed	\$12,900	\$0.90	↓	Much smaller size and superior shape
Range of Unadjusted Prices per SF				\$0.22 - \$0.90	We reconcile toward the lower end of the range due to the large percentage of non-buildable area due to the shape and conclude to \$0.25 per square foot.		
Indicated Value per SF				\$0.25			
Subject SF				113,256			
Indicated Value				\$28,314			
Rounded				\$30,000			

LAND VALUE CONCLUSION

Indicated Value per Square Foot	\$0.25
Subject Square Feet	113,256
Indicated Value	\$28,314
Rounded	\$30,000

LAND SALES ADJUSTMENT GRID				
	Subject	Comparable 1	Comparable 2	Comparable 3
Name	Crane Church Road Land	Vacant Land	Vacant Land	Vacant Land
Address	Northeast side of Crane Church Road at the intersection of Walter Hills Road	7005 Frost Ave	5535 Tremont Ave	221 Overland Dr
City	Columbia	Columbia	Columbia	Columbia
County	Richland	Richland	Richland	Richland
State	South Carolina	SC	SC	SC
Sale Date		Nov-11	Jun-11	Aug-10
Sale Status		Closed	Closed	Closed
Effective Sale Price		\$14,500	\$12,500	\$12,900
Square Feet	113,256	64,469	37,897	14,375
Acres	2.60	1.48	0.87	0.33
Price per Square Foot		\$0.22	\$0.33	\$0.90
PROPERTY RIGHTS		Fee Simple	Fee Simple	Fee Simple
% ADJUSTMENT		0%	0%	0%
FINANCING TERMS				
% ADJUSTMENT		0%	0%	0%
CONDITIONS OF SALE				
% ADJUSTMENT		0%	0%	0%
MARKET CONDITIONS	2/14/2012	Nov-11	Jun-11	Aug-10
		0%	0%	0%
CUMULATIVE ADJUSTED PRICE		\$0.22	\$0.33	\$0.90
LOCATION		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
ACCESS/EXPOSURE		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
SIZE		Superior	Superior	Superior
% ADJUSTMENT		-5%	-10%	-55%
SHAPE AND TOPOGRAPHY		Superior	Superior	Superior
% ADJUSTMENT		-5%	-5%	-5%
ZONING		Similar	Similar	Similar
% ADJUSTMENT		0%	0%	0%
UTILITIES		Inferior	Similar	Similar
% ADJUSTMENT		10%	0%	0%
Net \$ Adjustment		\$0.00	-\$0.05	-\$0.54
Net % Adjustment		0%	-15%	-60%
Final Adjusted Price		\$0.22	\$0.28	\$0.36
Overall Adjustment		0%	-15%	-60%
Range of Adjusted Prices		\$0.22 - \$0.36		
Average		\$0.29		
Indicated Value		\$0.25		



Land Sale 1
Vacant Land

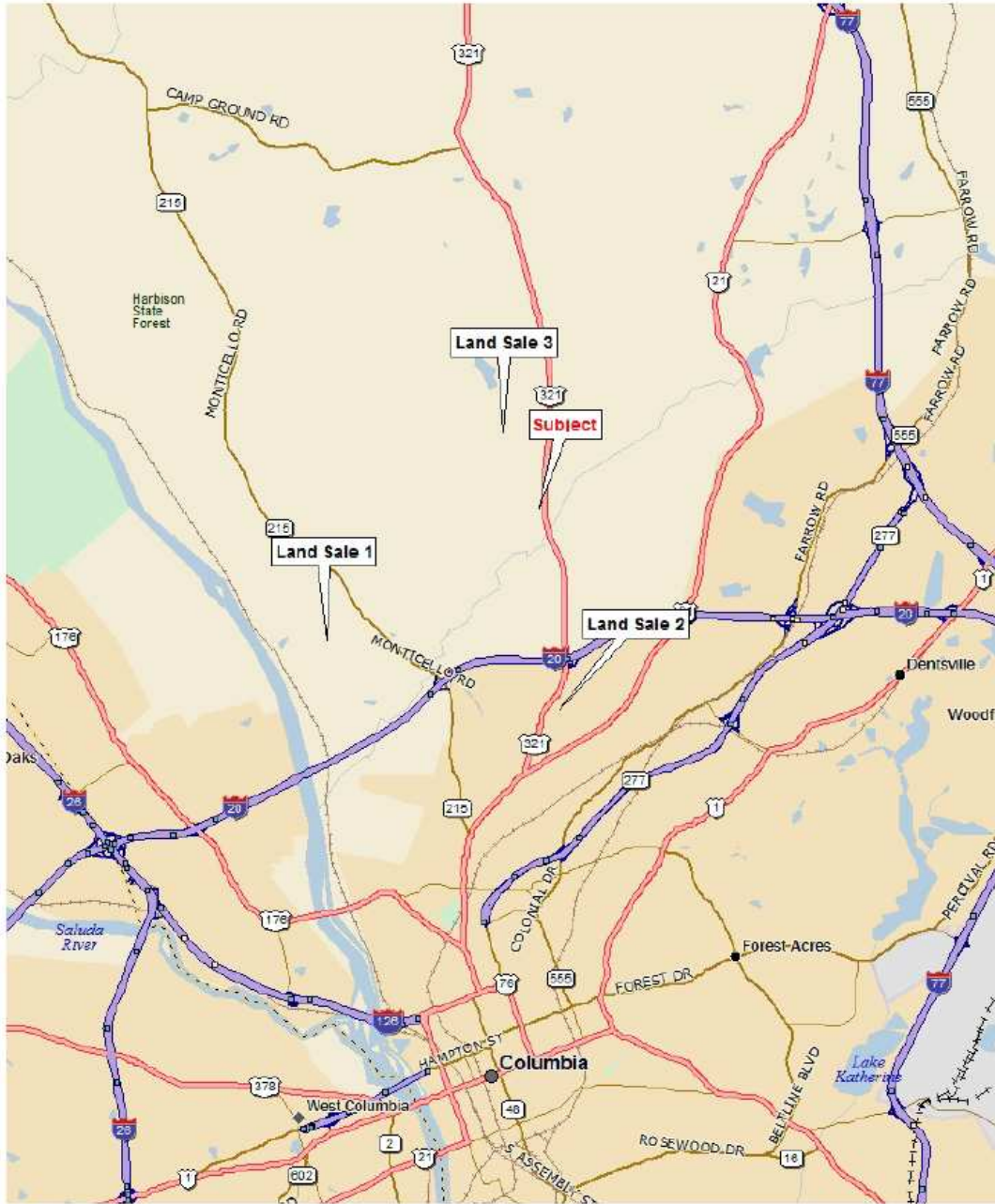


Land Sale 2
Vacant Land



Land Sale 3
Vacant Land

Comparable Land Sales Map



RECONCILIATION AND CONCLUSION OF VALUE

We use only the sales comparison approach to develop an opinion of value. The cost and income approaches are not applicable and are not used. Based on the preceding analysis, our value opinion follows:

VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value	Fee Simple	February 14, 2012	\$30,000

EXPOSURE AND MARKETING TIMES

EXPOSURE TIME AND MARKETING PERIOD	
Exposure Time (Months)	12
Marketing Period (Months)	12

CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Elizabeth B. Keys made a personal inspection of the property that is the subject of this report. Michael B. Dodds, MAI, CCIM has not personally inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Michael B. Dodds, MAI, CCIM has completed the continuing education program of the Appraisal Institute.

15. As of the date of this report, Elizabeth B. Keys has completed the Standards and Ethics Education Requirement of the Appraisal Institute for associate members.



Elizabeth B. Keys
Analyst
Certified General Real Property Appraiser
South Carolina Certificate # CG4794
Telephone: (803)772-8282, ext. 104
Email: bkeys@irr.com



Michael B. Dodds, MAI, CCIM
Managing Director
Certified General Real Property Appraiser
South Carolina Certificate # CG-543
Telephone: 803-772-8282, ext. 110
Email: mdodds@irr.com

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is based on the following assumptions, except as otherwise noted in the report.

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal is subject to the following limiting conditions, except as otherwise noted in the report.

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.
8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability, and civil, mechanical, electrical, structural and other engineering and environmental matters.
9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.
10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the person signing the report.
11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.
12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.
13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.
14. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.
15. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.
16. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.
17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.
19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.
20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the person signing the report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
21. The person signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.
22. Integra Realty Resources – South Carolina is not a building or environmental inspector. Integra South Carolina does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.
23. The appraisal report and value conclusion for an appraisal assumes the satisfactory completion of construction, repairs or alterations in a workmanlike manner.
24. It is expressly acknowledged that in any action which may be brought against Integra Realty Resources – South Carolina, Integra Realty Resources, Inc. or their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any estimates or information contained therein, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal

was fraudulent or prepared with gross negligence. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – South Carolina, an independently owned and operated company, has prepared the appraisal for the specific purpose stated elsewhere in the report. The intended use of the appraisal is stated in the General Information section of the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).
26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. Integra Realty Resources, Inc. and the undersigned are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
27. All prospective value estimates presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

ADDENDA

Professional Qualifications

Elizabeth Keys

Experience

Entered the real estate appraisal field in September 2003 appraising real property for the purpose of eminent domain (right-of-way acquisition) and residential properties with the A. R. Martin Co. From March 2005 to May 2006 appraised commercial, residential and rural properties for tax assessment purposes. Joined the Columbia, South Carolina office of Integra Realty Resources - South Carolina in May 2006.

Valuation assignments have been completed on the following property types:

Road Widening projects: Highway 101, Spartanburg County; Highway 6, Lexington County; Highway 302, Lexington County; Highway 601, Richland County, SC Route 34, Lee County; US 15, Sumter County. Properties appraised include commercial, residential and vacant land.

Residential: Single-Family Residential; Condominium

Commercial: Vacant land, office buildings, mobile home parks, retail stores, shopping centers, quick lube automotive and restaurants

Industrial: Warehouses and light industrial properties

Special Purpose: Schools and subdivisions

Professional Activities & Affiliations

Member: South Carolina Chapter of the Appraisal Institute

Licenses

South Carolina, Certified General Appraiser, 4794, Expires June 2012

Education

Bachelor of Science Degree in Business, University of South Carolina 1991.

The following SC State Approved Appraisal courses were successfully completed:

L-1 Category - Introductory Course Pertaining to Real Estate Appraisal
L-2 Category - Course Pertaining to Valuation Procedures
L-3 Category - Course in the Uniform Standards of Professional Appraisal Practice
C-1 Category - Course Pertaining to Basic Income Appraisals
C-2 Category - Course Pertaining to Advanced Income Appraisals
C-3 Category - Course Pertaining to Applied Appraisal Techniques
HP-12C Calculator Class
Reconstructing Income/Expense Statements
USPAP Update
New Fannie Mae Form

Professional Qualifications

Michael B. Dodds, MAI, CCIM

Experience

A founding partner of Integra Realty Resources, and the Managing Director of the two offices of Integra Realty Resources – South Carolina. Entered appraisal field in 1984 appraising commercial, residential, and rural properties for tax assessment purposes. Since 1986 has been responsible for valuation and consultation assignments on commercial properties located throughout 27 states.

Chapter Chair - Public Relations Committee - 2007

Chapter Co-Chair - Public Relations Committee - 2006

Chapter President - 2003

Chapter Board Member - 1998-2003

Chapter Vice President - 2001

Appraisal Institute - Chapter Treasurer - 1999

Young Advisory Council Delegate 1994, 1996, 1997

Your Advisory Council Discussion Leader - 1998

Chapter Board Member - 1996-1998

Editorial Advisory Board Member - 2006

Member of: Greater Columbia Association of Realtors; Mortgage Bankers Association of the Carolinas; Risk Management Association; South Carolina Bankers Association; Urban Land Institute (Founding sponsor of the S.C. District Council)

Professional Activities & Affiliations

Appraisal Institute, Member (MAI)

Certified Commercial Investment Member (CCIM) Appraisal Institute

Other: Urban Land Institute (Founding Sponsor of the SC District Council)

Licenses

South Carolina, Certified General Appraiser, 543, Expires June 2012

North Carolina, Certified General Appraiser, A4105, Expires June 2012

South Carolina, Real Estate Broker, 181968152, Expires June 2012

Georgia, Certified General Appraiser, 319054, Expires November 2011

Education

B.A. Degree, University of South Carolina, Columbia, South Carolina 1985

Successfully completed real estate related courses and seminars sponsored by the Appraisal Institute and accredited universities.

Successfully completed real estate investment courses sponsored by the CCIM Institute.

Currently certified by the Appraisal Institute's voluntary program of continuing education for its designated members.

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
ELIZABETH B KEYS
Is hereby entitled in practice as a:
Certified General Appraiser
License Number: 4794
Expiration Date: 06/30/2012
POCKET CARD

State of South Carolina
Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
MICHAEL B DODDS
Is hereby entitled in practice as a:
Certified General Appraiser
License Number: 543
Expiration Date: 06/30/2012
POCKET CARD

INTEGRA REALTY RESOURCES, INC. CORPORATE PROFILE

Integra Realty Resources, Inc. offers the most comprehensive property valuation and counseling coverage in the United States with 59 independently owned and operated offices in 33 states. Integra was created for the purpose of combining the intimate knowledge of well-established local firms with the powerful resources and capabilities of a national company. Integra offers integrated technology, national data and information systems, as well as standardized valuation models and report formats for ease of client review and analysis. Integra's local offices have an average of 25 years of service in the local market, and each is headed by a Managing Director who is an MAI member of the Appraisal Institute.

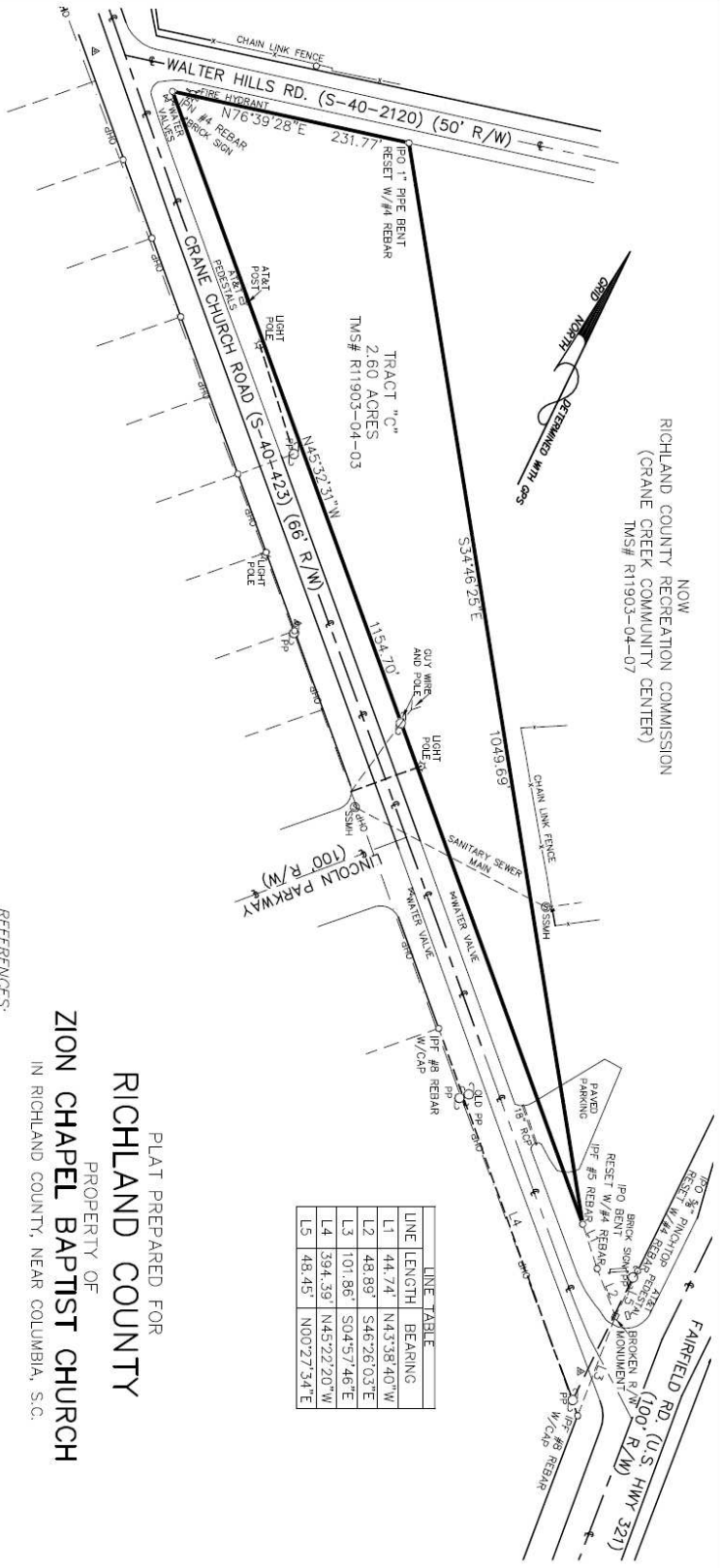
A listing of IRR's local offices and their Managing Directors follows:

ATLANTA, GA - Sherry L. Watkins, MAI, MRICS	NAPLES, FL - Carlton J. Lloyd, MAI
AUSTIN, TX - Randy A. Williams, MAI, SR/WA, FRICS	NASHVILLE, TN - R. Paul Perutelli, MAI, SRA, MRICS
BALTIMORE, MD - G. Edward Kerr, MAI, MRICS	NEW JERSEY COASTAL - Anthony Graziano, MAI, CRE, FRICS
BOISE, ID - Bradford T. Knipe, MAI, ARA, CCIM, CRE, FRICS	NEW JERSEY NORTHERN - Barry J. Krauser, MAI, CRE, FRICS
BOSTON, MA - David L. Cary, MAI, MRICS	NEW YORK, NY - Raymond T. Cyr, MAI, CRE, FRICS
CHARLOTTE, NC - Fitzhugh L. Stout, MAI, CRE, FRICS	ORANGE COUNTY, CA - Larry D. Webb, MAI, FRICS
CHICAGO, IL - Gary K. DeClark, MAI, CRE, FRICS	ORLANDO, FL - Charles J. Lentz, MAI, MRICS
CHICAGO, IL - Eric L. Enloe, MAI, MRICS	PHILADELPHIA, PA - Joseph Pasquarella, MAI, CRE, FRICS
CINCINNATI, OH - Gary S. Wright, MAI, SRA, FRICS	PHOENIX, AZ - Walter Winius, Jr., MAI, CRE, FRICS
CLEVELAND, OH - Douglas P. Sloan, MAI	PITTSBURGH, PA - Paul D. Griffith, MAI, MRICS
COLUMBIA, SC - Michael B. Dodds, MAI, CCIM, MRICS	PORTLAND, OR - Brian A. Glanville, MAI, CRE, FRICS
COLUMBUS, OH - Bruce A. Daubner, MAI, FRICS	PROVIDENCE, RI - Gerard H. McDonough, MAI
DALLAS, TX - Mark R. Lamb, MAI, CPA, MRICS	RALEIGH, NC - Chris R. Morris, MAI, MRICS
DAYTON, OH - Gary S. Wright, MAI, SRA, FRICS	RICHMOND, VA - Kenneth L. Brown, MAI, CCIM, MRICS
DENVER, CO - Brad A. Weiman, MAI, MRICS	SACRAMENTO, CA - Scott Beebe, MAI, FRICS
DETROIT, MI - Anthony Sanna, MAI, CRE, FRICS	ST. LOUIS, MO - Kenneth Jagers, MAI, FRICS
FORT WORTH, TX - Donald J. Sherwood, MAI, SR/WA, FRICS	SALT LAKE CITY, UT - Darrin Liddell, MAI, CCIM, MRICS
GREENVILLE, SC - Michael B. Dodds, MAI, CCIM, MRICS	SAN ANTONIO, TX - Martyn C. Glen, MAI, CRE, FRICS
HARTFORD, CT - Mark F. Bates, MAI, CRE, FRICS	SAN DIEGO, CA - Jeff Greenwald, MAI, SRA, FRICS
HOUSTON, TX - David R. Dominy, MAI, CRE, FRICS	SAN FRANCISCO, CA - Jan Kleczewski, MAI, FRICS
INDIANAPOLIS, IN - Michael C. Lady, MAI, SRA, CCIM, MRICS	SARASOTA, FL - Carlton J. Lloyd, MAI
KANSAS CITY, MO/KS - Kenneth Jagers, MAI, FRICS	SARASOTA, FL - Craig L. Smith, MAI, MRICS
LAS VEGAS, NV - Shelli L. Lowe, MAI, SRA, MRICS	SAVANNAH, GA - J. Carl Schultz, Jr., MAI, SRA, CRE, FRICS
LOS ANGELES, CA - John G. Ellis, MAI, CRE, FRICS	SEATTLE, WA - Allen N. Safer, MAI, MRICS
LOS ANGELES, CA - Matthew J. Swanson, MAI	SYRACUSE, NY - William J. Kimball, MAI, FRICS
LOUISVILLE, KY - George M. Chapman, MAI, SRA, CRE, FRICS	TAMPA, FL - Bradford L. Johnson, MAI, MRICS
MEMPHIS, TN - J. Walter Allen, MAI, MRICS	TULSA, OK - Robert E. Gray, MAI, FRICS
MIAMI/PALM BEACH, FL - Scott M. Powell, MAI	WASHINGTON, DC - Patrick C. Kerr, MAI, SRA, FRICS
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MINNEAPOLIS, MN - Michael Amundson, MAI, CCIM, MRICS	IRR de MEXICO - Oscar J. Franck Terrazas, MRICS

Corporate Office

1133 Avenue of the Americas, 27th Floor, New York, New York 10036
Telephone: (212) 255-7858; Fax: (646) 424-1869; E-mail info@irr.com
Website: www.irr.com

NOW
 RICHLAND COUNTY RECREATION COMMISSION
 (CRANE CREEK COMMUNITY CENTER)
 TMS# R11903-04-07



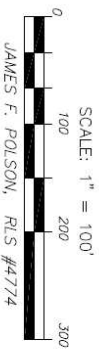
LINE	LENGTH	BEARING
L1	44.74'	N43°38'40\"W
L2	48.89'	S46°26'03\"E
L3	101.86'	S04°57'46\"E
L4	394.39'	N45°27'20\"W
L5	48.45'	N00°27'34\"E

PLAT PREPARED FOR
 RICHLAND COUNTY
 PROPERTY OF
ZION CHAPEL BAPTIST CHURCH
 IN RICHLAND COUNTY, NEAR COLUMBIA, S.C.

HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, I AM A SURVEYOR IN GOOD STANDING AND AM QUALIFIED TO PRACTICE IN THE STATE OF SOUTH CAROLINA, AND I MEET THE REQUIREMENTS OF A CLASS "B" SURVEY AS SPECIFIED THEREIN.

FEBRUARY 6, 2012

RICHLAND COUNTY PUBLIC WORKS
 400 POWELL ROAD
 COLUMBIA, S.C. 29203
 PH 570-2490 OR 578-1209



- REFERENCES:
- 1-PLAT OF BOUNDARY SURVEY FOR ZION CHAPEL BAPTIST CHURCH BY GLENN ASSOCIATES LAND SURVEYING COMPANY, DATED JULY 6, 1982 RECORDED IN PLAT BOOK "2" ON PAGE 2711
 - 2-PLAT OF BOUNDARY SURVEY FOR W.P. HILLER, JR., HILLER, JR., W.H. HILLER, ANNA HILLER ROBINSON, & FRANCES HILLER WILLER BY B.P. BARBER & ASSOCIATES, INC., DATED APRIL 12, 1963 RECORDED IN PLAT BOOK "1" ON PAGE 175
 - 3-PLAT OF BOUNDARY SURVEY FOR STATE OF JAMES R. & PHYLLIS YVONNE CLARK BY WILLIAM WINGFIELD DATED OCTOBER 8, 1979, REVISED ON NOVEMBER 6, 1979 AND AGAIN ON MAY 14, 1980 RECORDED IN PLAT BOOK "2" ON PAGE 963
 - 4-PLAT OF "LINCOLNSHIRE" SUBDIVISION, SECTION NO. 2 BY MCWILLIAM ENGINEERING COMPANY DATED AUGUST 25, 1969, REVISED JUNE 24, 1970, OCTOBER 22, 1970, AND AGAIN NOVEMBER 13, 1970 RECORDED IN PLAT BOOK "4" ON PAGE 1196
 - 5-PLAT OF BOUNDARY SURVEY FOR ADVANCED BUILDERS DIVERSIFIED BY S. TETTERTON DATED MAY 11, 1964 RECORDED IN PLAT BOOK "1" ON PAGES 185 & 186
 - 6-RICHLAND COUNTY TAX MAP #11903-04-03

Richland County Council Request of Action

Subject

Emergency Back-up Generator Replacement at Four Fire Stations ***{Forwarded from the A&F Committee}***
[PAGES 166-169]

Notes

March 27, 2012 - The committee recommended that Council authorize the Procurement Department Director to enter into and award a contract, in the amount of \$278,856.72, with Generator Services, Inc., who has been determined to be the most responsive responder. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Emergency Back-up Generator Replacement at 4 Fire Stations

A. Purpose

Council is requested to authorize the expenditure of approved budgeted funds for the Department of Support Services to replace failing and outdated emergency back-up generators at four fire stations.

B. Background / Discussion

The current emergency back-up generators at the Ballentine #20, Lower Richland #22, Sand Hill #24, and Eastover #28 Fire Stations have reached an age and wear, where they have become unreliable and the ongoing repair work has become time consuming, and cost prohibitive. The most effective method to ensure emergency power to these stations is to replace them with new equipment that best address the needs of each station. These stations are in public safety buildings thus creating the need for a reliable primary and secondary power source.

The solicitation required interested parties to evaluate and audit each fire station and provide a proposal that recommended an emergency back-up generator and a Transient Voltage Surge Suppressor (TVSS) system to meet each individual facility's needs. The systems are to be standardized, as much as possible, to help reduce the complexity of providing routine maintenance and to allow for the stocking of standard replacement parts to expedite any future repair needs.

The new systems will have a remote access system that allows for offsite monitoring and provide trouble messages and test cycle results via e-mail allowing improved efficiency by reducing the need for travel to inspect status and conduct normal tests. This will also allow authorized parties to have access to the systems to help facilitate reliability and to expedite any required maintenance work during emergencies, including refueling.

The Department of Support Services Facilities Division will oversee the project to ensure the County's interests are protected by ensuring contractor quality and will work with the Fire Station's command staff to schedule the necessary work; allowing the emergency services to continue without interruption.

There were a total of three proposals received by Procurement from DNB Electric, Inc., Generator Services, Inc., and Power Systems, Inc. The proposals were evaluated through the normal RFP review process administered by the Procurement Department. After reviewing the proposals, Generator Services was the firm determined to be the most responsive and responsible responder that met materially with the specifications and requirements as publicized.

Negotiations, if approved by Council, are to be initiated with Generator Services, to schedule and complete the work. Should negotiations break down, the next most responsive and responsible responder will be contacted to negotiate project requirements and schedules.

C. Financial Impact

The total cost for this project is \$253,506.72 plus 10% contingency for a total of \$278,856.72. Council has already approved the project concept by approving funding in the 2012 fiscal year budget. The funding for this project is part of a multi-year budget program that began in FY05 to address the inadequate and aging generators at numerous fire stations.

There are no additional funds requested for this project. The project's funding has been established through a multi-year budget program and is identified in account # JL-3180.530400.

D. Alternatives

1. Authorize Procurement Department Director to enter into and award a contract with Generator Services, Inc., who has been determined to be the most responsive responder complying materially with the specifications as advertised.
2. Do not approve the expenditure of the funds and leave the existing emergency back-up generators in place. However this option will foster increased maintenance costs due to equipment failures that could affect the ability of the fire stations to effectively respond to emergencies when primary power is lost.

E. Recommendation

It is recommended by Support Services that Council authorize alternative 1.

Recommended by: John Hixon Department: Support Services Date: 3/9/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/9/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood Date: 3/10/12
✓ Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

Administration

Reviewed by: Tony McDonald

Date: 3/12/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: The proposed purchase is part of a planned capital improvement program, and funds are budgeted as indicated above. Therefore, it is recommended that this request be approved.

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2011-2012 Lower Richland Utilities Fund Budget to appropriate \$25,000 of User Fee Revenue for additional operational and maintenance costs of the Hopkins Community Water System
{Forwarded from the A&F Committee}[FIRST READING] [PAGES 170-172]

Notes

March 27, 2012 - The committee recommended that Council approve a budget amendment in the amount of \$25,000 to cover the additional operation and maintenance cost of the expanded Hopkins Community Water System. The vote in favor was unanimous.

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

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 LOWER RICHLAND UTILITIES FUND BUDGET TO APPROPRIATE \$25,000 OF USER FEE REVENUE FOR ADDITIONAL OPERATIONAL AND MAINTENANCE COSTS OF THE HOPKINS COMMUNITY WATER SYSTEM.

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 twenty-five thousand (\$25,000) be appropriated in the Lower Richland Utilities Fund. Therefore, the Fiscal Year 2011-2012 Lower Richland Utilities Budget is hereby amended as follows:

LOWER RICHLAND UTILITIES FUND - REVENUE

Revenue appropriated July 1, 2011 as amended:	\$ 311,187
Appropriation of user fee revenue:	<u>25,000</u>
Total Lower Richland Utilities Fund Revenue as Amended:	\$ 336,187

LOWER RICHLAND UTILITIES FUND - EXPENDITURES

Expenditures appropriated July 1, 2011 as amended:	\$ 311,187
Additional funds for operational and maintenance costs:	<u>25,000</u>
Total Lower Richland Utilities Fund Expenditures as Amended:	\$ 336,187

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 _____, 2010.

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE ____ DAY

OF _____, 2012

Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

Policy for Reduced or Eliminated Grants ***{Forwarded from the A&F Committee}*** [PAGES 173-177]

Notes

March 27, 2012 - The committee recommended that Council allow staff to have the flexibility to handle each expiring grant on a case-by-case basis, with Administration making a recommendation and with the Council having to approve, individually, the continuation of any grant program/personnel that is not required to be picked up by the County upon grant expiration. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Policy for Reduced or Eliminated Grants

A. Purpose

County Council is requested to consider the following motion creating a policy on how to deal with reduced or eliminated grants.

B. Background / Discussion

The following motion was made by Council member Malinowski at the November 1, 2011 Council Meeting:

That a policy be created regarding how to deal with approved grants prior to budget time and again at budget time when grants have been reduced or eliminated. When the grant ends Richland County will not provide additional funds in that agency's budget and they will have to absorb it if they want to keep it.

Each year Richland County departments apply for grants knowing that if awarded, the funds must be spent in a certain timeframe. Often, the County is able to apply for continuation funding that will allow the grant program, and its associated positions / personnel, to continue. When the County is no longer able to re-apply, or if a continuation application is not funded or is reduced, the Department oftentimes comes to Council to ask for the funds, including salary, to pick up where the grant left off. Typically, granting agencies do not require the grantee to continue funding once a grant cycle is complete. This includes positions / personnel. The one current exception is the Sheriff's Department COPS grant that **requires** the County to pick up the positions gained through the grant. The County will be picking up 10 positions from this grant during the current fiscal year with an approximate cost of \$345,100.

Departments apply for these grants knowing that eventually, these positions or programs will need to be considered for pick up by the County. When the department's request for continuation funding comes to Council, there is often no funding plan or option for the department to absorb the costs in their own budgets.

It is recommended that:

- Richland County require all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form (see attached). This form will make grant funded personnel aware that they are funded with a temporary funding stream.
- All departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.

C. Financial Impact

Financial impact will vary from grant to grant.

D. Alternatives

1. Approve the recommendations that that all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form, and all departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.
2. Do not approve the recommendations.

E. Recommendation

Approve the recommendations that that all departments have grant-paid staff sign a Grant Funded Position Acknowledgement Form, and all departments that have a grant that is reduced or no longer funded must absorb the cost of the program through their current budget with no increase request allowed, including positions, if they plan to continue the work that was previously covered by the grant.

Recommended by: Bill Malinowski Date: 11/8/11

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 11/14/11

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

This is a policy decision for Council where approval may determine program continuation. Currently the HR Director is not requested for comments but since the ROA would involve a level of conditional employment, I would recommend HR being added to the routing.

Grants

Reviewed by: Sara Salley

Date: 11/14/11

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: This is a policy decision for Council as each grant may impact the County in different ways. It is a best practice to have all grant funded employees sign a form notifying them that they are paid with a temporary funding stream.

Human Resources

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: If action is being proposed that will result in a reduction the budget of some departments, Human Resources would recommend the Legal Department review to ensure the County could take this action in all cases and if so what would be the appropriate process. If the proposed action cannot be implemented consistently to include all departments, the County should consider if they wish approve a policy that will not apply to all County employees and/or County departments.

There are several scenarios relating to leave that should be considered to include;

1. Employee with accrued annual and/or sick leave transfers to a grant funded position. This employee earned leave in accordance with County policies prior to signing the Grant Form. Would the employee be eligible for payout of the leave they accrued prior to moving to the grant position and signing the Grant Form?
2. An employee in a grant position may transfer to a regular County position that is eligible for accrual of annual and sick leave. Would the employee be able to transfer their leave accrued during the time of the grant to the regular County position?
3. Some grants authorize the use of funds for annual and/or sick leave payout. However, some do not. Therefore, accrued leave will not be paid out consistently in all cases for employees who work in grant funded positions.

Different employers have used various polices to address the above scenarios in various manners such as;

- A. Employee is paid out for accrued leave in accordance with employer's policies before moving into a grant funded position.
- B. All employees who work in a grant funded position are permitted to accrue leave and receive the same leave payouts as other employees who don't work in grant funded positions.

- C. Employees who work in grant funded positions have leave accruals capped at a different level than other employees.
- D. Employees who work in grant funded positions don't receive any leave pay out upon termination.
- E. Employees may retain leave accrued prior to moving to the grant funded position.
- F. Employees may retain leave accrued during their time in grant funded position upon direct transfer to another County position, provided the position is eligible for leave benefits.

Legal

Reviewed by: Brad Farrar

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

In looking at the intent, and to account for any instances where there may be a requirement to fund or to continue funding a grant or an agency that receives grant funds, one safeguard that may be appropriate for inclusion in the policy might be the following (suggested additional language in *italics*): ““When the grant ends, Richland County will not provide additional funds in that agency’s budget *unless there is a legal requirement to provide (or to continue to provide) such funds (or funding).*”

That would then seem to cover every possibility, the situations where as a policy matter the Council wants to continue to fund a grant or some service or position that is funded through a grant, and the instances where there may be a legal requirement to fund a particular grant or agency, etc. In situations where the County provides funds for grants or to agencies that the County has no requirement to fund (i.e., discretionary funding), the County can make a policy decision about which grants or agencies to continued to fund, if any, and which to withhold funds from or to stop funding.

Additional attorney-client privileged guidance is available on this issue if needed.

Administration

Reviewed by: Tony McDonald

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Administration is fully supportive of the use of a notification form, as described above, making grant employees aware that their positions may no longer exist once the grant funds are exhausted.

We would, however, caution against a policy that has a blanket statement to the effect that new County funds will not be appropriated to continue grant programs/personnel for expiring grants. Such a policy would lock the County in to a situation where programs/personnel that may be of extreme value to the County (provide a critical service, save the County money, etc.) would have to be discontinued upon grant expiration if the administering department does not have the budget dollars to maintain the program/personnel.

Instead, it is recommended that flexibility be retained, and that each expiring grant be handled on a case by case basis, with Administration making a recommendation and with the Council having to approve, individually, the continuation of any grant program/personnel that is not required to be picked up by the County upon grant expiration.

Grant Funded Position Acknowledgement



I, _____, understand that my position with Richland County is funded by a State/Federal grant program that has specified requirements, including finite grant amount and timeframes. The existence of this position and my continued employment are subject to the terms of the grant as well as all rules and regulations of the County and:

1. "Fully Proficient" or better job performance by me in the position;
2. Availability of funding
3. All other applicable County policies and procedures.

I understand that annual leave, if any, must be taken during the period of my employment unless the grant program provides for payment of unused annual leave. I further understand that the County is not obligated to continue or obtain further employment for me upon termination or expiration of these grant funds.

Employee Signature _____ Title _____

Employee Social Security Number _____ Date _____ Department Name _____

Witness Signature _____ Title _____ Date _____

Richland County Council Request of Action

Subject

Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS) **{Forwarded from the A&F Committee}** [PAGES 178-207]

Notes

March 27, 2012 - The committee recommended that Council approve a five year funding agreement between CASA and SCDSS that will increase departmental funding to provide augmented support to volunteer Guardian ad Litem. It should be noted that there is no financial impact on the County during the five year funding period. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Richland County CASA Funding Agreement with SC Department of Social Services (SCDSS)

A. Purpose

County Council is requested to approve a five-year funding agreement between CASA and SCDSS. The purpose of the MOU is to draw down Federal IV E funds to support the County's investment in training community volunteers to serve as Guardians ad Litem who can effectively meet the complex needs of the child welfare population.

B. Background / Discussion

In 2008 the Fostering Connections to Success and Increasing Adoptions Act expanded training opportunities to new populations to include, for the first time, Guardians ad Litem for abused and neglected children. The federal legislation enabled states to request a percentage of their training cost specifically for Guardians ad Litem beginning with 55% reimbursement rate in 2008. The percentage increases incrementally through FY 13 at which time the federal reimbursement rate will be 75%. The legislation further mandates that states reimbursement rate will be adjusted by the IV E penetration rate for the foster care population per state. In South Carolina, the rate is currently 50%.

These federal funds are allocated for Child Welfare entities for children in foster care who qualify for Title IV-E funding. In South Carolina, this entity is the SCDSS. Through a mutual agreement with SCDSS, CASA can invoice SCDSS for providing training to volunteer Guardian's ad Litem in child abuse & neglect proceedings. This is because RCCASA is the ONLY entity in Richland County that provides this service.

Upon approval by Council, RCCASA will implement steps necessary to request funding through Title IV E as allowed. CASA will draw down funds on a quarterly basis beginning retroactively in October 2011 through September 2016. Funding amounts will vary depending on the reimbursement rate for each of the three allowable categories and the Federal IV E Penetration rate for SC.

These funds will allow additional opportunities of resources and the ability to expand services to children and youth. If approved by County Council, CASA will hire four (4) FTEs.

- (2) Case Coordinators that will support 30-50 volunteer Guardian ad Litem who represent abused and neglected children in Richland County Family Court.
- (1)Volunteer Coordinator that will work will work as a support to the CASA Training Manager by ensuring all volunteer files are up to date and maintain all volunteer file components within accreditation standards of National CASA to include annual national background investigation reports. The Volunteer Coordinator will maintain the CASA website with monthly updates, participate in all volunteer training events, and be responsible for scheduling monthly training opportunities for volunteers.
- (1) Administrative Assistant, under the Direction of the Program Manager (Office), will enter case data into the CASA database, ETO and maintain current court ordered information and case information in the database. The Administrative Assistant will assist CASA Volunteers and general public inquiries with information as needed.

C. Financial Impact

There is no financial impact on the County during the five year funding period. No cash match is required. In the first year, Richland County is expected to collect \$182,176. The amounts for years two through five will vary depending on the reimbursement rate for each of the three allowable categories minus the federal IV E Penetration rate for SC.

D. Alternatives

1. Approve the five-year funding and MOU between CASA and SCDSS that will increase departmental funding to provide augmented supports to volunteer Guardians ad Litem.
2. Do not approve the request which will result in a loss of revenue for the Department.

E. Recommendation

It is recommended that Council approve the five-year funding and MOU between CASA and SCDSS that will increase departmental funding to provide augmented supports to volunteer Guardians ad Litem.

Recommended by:	Department:	Date:
<u>J. Paige Greene</u>	<u>RCCASA</u>	<u>3.7.12</u>

F. Reviews

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

Finance

Reviewed by: <u>Daniel Driggers</u>	Date: 3/15/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation:	

Procurement

Reviewed by: <u>Rodolfo Callwood</u>	Date: 3/16/12
✓ Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation:	

Human Resources

Reviewed by: Dwight Hanna	Date:
<input checked="" type="checkbox"/> Recommend Council approval	<input type="checkbox"/> Recommend Council denial
<input type="checkbox"/> Council Discretion (please explain if checked)	
Comments regarding recommendation: There are a few points for clarification or consideration.	

First, the effective date of the agreement is October 1, 2011 which has passed.

Second, based on the MOU it appears that SCDSS could withhold funding for specific reasons outlined in the agreement (see page # 9 and # 14). Consequently, if such

withholding were to occur the County would be responsible to compensate the employee for work performed while on the County's payroll.

Third, the County would need to decide what action would be taken relating to the grant funded positions at the end of the grant. If the employees are terminated the County could be liable for unemployment compensation which would be a financial impact.

Fourth, depending on the organizational structure for the grant positions proposed, it could have an impact on the classification of other jobs in the CASA Office during the length of the grant period.

Finally, on the ROA sheet and based on page # 7 and # 9 of the MOU, there is reference to 70% and/or 75% reimbursement vs. 100%. If there is no financial impact, this point may want to be clarified.

Grants

Reviewed by: Sara Salley

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

The County will be able to draw funds retroactively from October 1, 2011

Legal

Reviewed by: Elizabeth McLean

Date: 3/22/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Mr. Hanna's comments are excellent and address many of the Legal concerns I would have with this MOU. Additionally, after reviewing the MOU itself, I would suggest some language changes including, but not limited to, making Richland County the contracting party and addressing language dealing with attorney's fees and indemnity. If the Committee's vote is favorable to the ROA and the Committee would like Legal to provide all of our comments to the MOU before the Council meeting, we would be glad to do so.

Administration

Reviewed by: Stephany Snowden

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

By entering the MOU, Richland County CASA will be able to secure funding from DSS for a period of five years in support of its training and advocacy efforts.

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SOUTH CAROLINA STATE DEPARTMENT
OF
SOCIAL SERVICES**

AND

**RICHLAND COUNTY
COURT APPOINTED SPECIAL ADVOCATES**

FOR THE PURCHASE AND PROVISION

OF

TRAINING SERVICES

EFFECTIVE AS OF

OCTOBER 1, 2011

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SOUTH CAROLINA STATE
DEPARTMENT OF SOCIAL SERVICES
AND THE
RICHLAND COUNTY
COURT APPOINTED SPECIAL ADVOCATES
CONTRACT NUMBER: 5000012435

This Memorandum of Understanding (MOU) is entered into as effective October 1, 2011 by and between South Carolina Department of Social Services, Post Office Box 1520, Columbia, South Carolina, 29202-1520, hereinafter referred to as "SCDSS" and the Richland County Court Appointed Special Advocates, Richland County Judicial Center, 1701 Main Street, Room 407, Columbia, South Carolina 29201, hereinafter referred to as "CASA."

RECITALS

WHEREAS, this MOU provides a basic framework for work to be performed and provides safeguards (including client confidentiality, the retention of records, and compliance with applicable Federal policy; and

WHEREAS, SCDSS is the Single State Agency designated by the Governor of South Carolina as being responsible for the administration of Title IV-E of the Social Security Act; and

WHEREAS, the Fostering Connections to Success and Increasing Adoptions Act of 2008 amended §474(a)(3)(B) of the Social Security Act to authorize Title IV-E Federal financial participation (FFP) for the training of members of the staff of abuse and neglect courts, agency attorneys, attorneys representing children or parents, guardians ad litem, or other court-appointed special advocates representing children in proceedings of such courts; and

WHEREAS, The CASA administers portions of Title IV-E of the Social Security Act under the supervision and control of DSS; and

WHEREAS, both the SCDSS and the CASA are committed to responsible efforts to enable children and youth to live in their own homes in a safe and stable

environment and prevent inappropriate and unnecessary placement of those children in out-of-home ("foster") care; and

WHEREAS, both SCDSS and the CASA desire to clarify their mutual responsibilities for administration of Title IV-E in general and training in particular; and

WHEREAS, SCDSS desires to expand the training and social services available to the State and increase the efficiency and effectiveness of the programs for which SCDSS is responsible; and

WHEREAS, the CASA represents to the best of its ability that has the capability to fulfill all responsibilities pursuant to this MOU and all applicable Federal and State regulations and policies.

NOW THEREFORE, the parties to this MOU, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

TERM OF THE AGREEMENT

The MOU shall take effect as of October 1, 2011 and shall continue in full force and effect for five (5) years or until terminated consistent with the provisions of Article VII of this MOU.

ARTICLE II

DEFINITION OF TERMS

As used in this MOU, the following terms shall have the following defined meanings:

Actual Expenditure, Actual Program Expenditure, Actual Cost: The dollar amount of a disbursement actually made by the CASA whether allowable or unallowable.

Adjusted Expenditure, Adjusted Program Expenditure, Adjusted Cost: The dollar amount arrived at by taking 115% of the budgeted category for program expenditure or the allowable program expenditure for the same category, whichever is lesser, not to exceed the total budget.

Allowable Expenditure, Allowable Cost: The dollar amount of a disbursement made by the CASA in the provision of service (s) which is defined as allowable by

the Finance Policy Procedure Manual or by applicable DHHS regulations, whichever provision is more restrictive.

Budget Category: Budgeted program expenditures grouped in like functions or purpose and subdivided accordingly under Article IV of this MOU.

Budgeted Expenditure, Budgeted Program Expenditure, Budgeted Cost: The dollar amount allocated for expenditures in Article IV of this MOU.

Continuing Property Inventory: A continuing property inventory system as defined under Schedule B, Section 1, of this MOU containing all elements (A) through (H)

Cost Base: The total allowable operating cost for the CASA for each service according to an acceptable cost allocation method.

Equipment: Any item of property (other than real property) with an acquisition cost of \$1,000.00 or more (including taxes and any other ancillary charges) per unit and a useful service life of more than one (1) year.

DHHS: The United States Department of Health and Human Services.

SCDSS: The South Carolina Department of Social Services.

File, Filed, by Filing: Depositing in the United States mail, proper prepaid postage affixed, and correctly addressed.

Final Reimbursement: The dollar amount arrived at by computing the difference between total interim reimbursement and total adjusted program expenditure where total adjusted program expenditure is greater than total interim reimbursement.

Finance Policy and Procedures Manual: Finance Policy and Procedures Manual, Chapter 11, Contract and Grants Reimbursement, 1996.

Generally Accepted Accounting Principles: Those objective accounting principles ordinarily employed by skillful accountants and agreed upon by authoritative writers, practitioners of recognized professional standing, the American Institute of Certified Public Accountants and most recognized professional bodies.

Hatch Act: Title 5, United States Code, Sections 1501 - 1508, as amended.

Matching Funds: Public and/or private funds required to match the Federal Financial Participation; such funds as budgeted under this MOU.

Other Funds: Funds other than the funds appropriated through DSS or Matching Funds, whether from public or private sources.

Personnel Line Item: The subdivisions of the Personnel Budgeted Category which includes those designated as: Classified Positions (State Agencies), Unclassified Positions (State Agencies), Other Personnel (State Agencies), Administrative, Professional, Food Services, Paraprofessionals and Other Personnel. These line items are further defined in the Fiscal and Administrative Manual.

Property Report: The report prescribed in Schedule A, Section 2 of this MOU.

Request for Reimbursement: The request prescribed in Article V, Section A, of this MOU.

Supplies: Items of property (other than real property) with an acquisition cost of less than \$1,500.00 per item.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

Total Budget: The dollar amount of the total program budget specified in Article IV of this MOU.

Total Adjusted Program Expenditures: The sum of adjusted program expenditures for all categories and personnel line items.

Total Funds: Funds consisting of Title IV-E Federal funding provided by SCDSS and CASA State appropriated funds to be used as matching funds.

Total Reimbursement: The dollar amount equal to the sum of all reimbursements received by the CASA from DSS in a given period of time.

Unallowable Expenditure, Unallowable Program Expenditure, Unallowable Cost: The dollar amount of disbursement made by the CASA which is not reasonable and necessary to provide a service, or which is defined as unallowable by the Finance Policy and Procedure Manual or by DHHS regulations, whichever is more stringent, or which has not been budgeted

ARTICLE III

CASA RESPONSIBILITIES

Within the term of the MOU, the CASA agrees to provide the following services in the manner and method herein stipulated:

A. Description of Services and Purpose

A description of the scope of services and purpose of the services to be provided by the CASA is provided in Attachment A to this MOU. This Attachment shall be revised annually by CASA and submitted to SCDSS for approval.

B. Location of Facilities

The location(s) of facilities used in providing services to be provided are within Richland County.

C. Budgets

The budget for the first year of this MOU is provided in Attachment B to this MOU. This Attachment shall be revised annually by CASA and submitted to SCDSS for approval.

D. Fees for Services

The Provider shall not be allowed to collect fees for services provided under this MOU unless SCDSS has approved the fee schedule and the budget has been adjusted to reflect the reduction in costs associated with those fees.

E. Monitoring

All services provided by the CASA under this agreement shall be under the supervision of SCDSS. Consistent with this relationship, the CASA shall collect, maintain, and report statistical data and/or information as requested by SCDSS. Such information will be used for project monitoring and evaluation and will be subject to Article III, Section G, of this MOU. At any time during normal business hours and as often as SCDSS and DHHS may deem necessary, the CASA shall make all program records and service delivery sites open to SCDSS and DHHS in order that SCDSS and DHHS may perform program reviews. SCDSS and DHHS shall have the right to examine and make copies, excerpts, or transcripts from all records, contact the client for documentation of income or service delivery, and to on-site reviews of all matters relating to service delivery as specified by this MOU. In order to prevent the loss or misuse of information or records, the transfer of any records in the custody of the CASA is prohibited without written SCDSS authorization.

F. Compliance by CASA

The obligation of SCDSS to make payment shall be conditioned upon full and faithful compliance by the CASA with all stipulations, covenants, and conditions of this MOU.

The CASA agrees to use all Federal revenues generated under this agreement to cover all direct and indirect costs related to this agreement and, to the extent possible, expand services to children and youth. The intent of this agreement is to supplement, not supplant funding of CASA from other sources.

G. Safeguarding Information

The CASA shall safeguard the use and disclosure of information concerning in applicants for and recipients of services in accordance with applicable Federal and state laws and applications and shall restrict access to, and use and disclosure of such information in compliance with said laws and regulations.

H. Conditions for MOU Continuation

No longer than thirty (30) days after SCDSS has conducted a review of records or performance, SCDSS will issue to the CASA a report of such review. Such report shall be sent to the CASA by certified mail, return receipt requested. If the report identifies deficiencies, it will specify conditions for MOU continuation. Such conditions will state both the corrective action which must be taken and the time frame in which such action must be taken. The MOU will be terminated effective any date that the CASA fails to meet the specified conditions. This MOU will automatically terminate on any date that the CASA fails to meet specified condition(s) without any further action by DSS. Notice of termination will follow.

ARTICLE IV

SCDSS RESPONSIBILITIES

SCDSS agrees to purchase from the CASA and to provide the Federal share of appropriate costs incurred in the provision of the services pursuant to this MOU in the manner and method herein stipulated:

A. Payment for Allowable Expenditures Only

DSS will make payment only for allowable expenditures reasonably and necessarily incurred by the CASA in the course of providing services pursuant to this MOU. Payment by SCDSS for services provided pursuant to this MOU constitute payment in full to the CASA and the CASA shall not

bill, request, demand, solicit or in any manner receive or accept payment or contributions from the client or any other person, family member, relative, organization or entity for care or services to a client except as may otherwise be allowed under the Federal regulations or in accordance with SCDSS policy. Any collection of payment or deposits in violation of this section shall be grounds for termination of this MOU and reimbursement for any services to clients made after such collection or attempt to collect may be denied by SCDSS and shall be subject to recoupment of for any client payment made.

B. Limit on Total Reimbursement

Total reimbursement to the CASA pursuant to this MOU shall not exceed the following percentages of total actual expenditures made consistent with Attachment B of this MOU:

From October 1, 2011 through September 30, 2012 – 70%
After October 1, 2011 – 75%

These percentages shall be discounted by the percentage of children in foster care who have been found eligible for Title IV-E. At present, this percentage is approximately 50%, but may change from quarter to quarter.

In no event shall S.C. reimburse the CASA for the appropriate percentage of the total amount set forth in Attachment B. In the event that annual expenditures for a budgeted category shall vary more than fifteen percent (15%) above the budget amount for such category as contained in the budget for this MOU, DSS shall not be liable to reimburse the CASA to the extent of the excess variance above fifteen percent (15%) unless approved by SCDSS in writing.

ARTICLE V

REIMBURSEMENT PROCEDURES

A. Request for Reimbursement

SCDSS will provide reimbursement only for allowable expenditures reasonably and necessarily incurred by the CASA in the course of providing services pursuant to this MOU. Invoices must be prepared on the CASA's letterhead stationery, signed in ink and submitted in a timely manner consistent with the procedures established by SCDSS.

B. Form of Report or Request

Requests or reports shall be filed upon the designated form to be provided by SCDSS and completed in accordance with detailed instructions to be furnished for the applicable form.

C. Time of Filing

Requests or reports will be filed as follows:

1. Quarterly Actual Cost Reports (Form 2215)

The CASA shall submit quarterly actual cost reports for reimbursement purposes for each quarter except the final quarter of the MOU. The final quarter information will be included in the Final Financial Report discussed later in this Article.

3. Quarterly Actual Cost Report and Final Financial Cost Report (Form 2215)

No later than thirty days after the end of the reporting period or termination of this MOU, whichever comes first.

This report will include financial information for the entire period. Total payment for the MOU cannot exceed the total budgeted amount.

D. Failure to File Report or Request

If the CASA fails to file any required report within the above specified time, all funds due to the CASA shall be withheld by SCDSS until the late report is filed.

E. Place of Filing

Requests or reports shall be filed as follows:

Office of the Director
South Carolina Department of Social Services
Post Office Box 1520
Columbia, South Carolina, 29202-1520

F. Payment or Adjustments

Payment due to the CASA or adjustments due to SCDSS will be made as follows:

Quarterly Purchase of Service Reimbursement Request (Form 2215)

The CASA will be paid the actual allowed cost reported not to exceed the limits set forth in Attachment B. Payments may be reduced for recoupment of quarterly desk reviews and/or final desk review adjustments, for collection of field audit disallowances or due to lack of funds. Total payment for the MOU period cannot exceed the total

budgeted cost as stated in Exhibit B.

G. Final Financial Request

If the MOU is terminated, or if during the last month of the MOU period it is known that a CASA will not receive a MOU for a subsequent period, the final reimbursement request due will not be paid until the final financial report is reviewed.

ARTICLE VI

AUDITS AND RECORDS

At any time during normal business hours and as often as SCDSS, the State Auditor, the Office of the Attorney General, General Accountability Office, DHHS, and any other appropriate federal agency and/or the designee of any of the above may deem necessary, the CASA shall immediately make available for examination all records of the CASA with respect to all matters covered by this MOU. The CASA shall permit any of the above to audit, examine, make copies, excerpts, or transcripts from such records and contact and conduct private interviews with CASA clients and employees and on-site reviews of all matters relating to service delivery. If any audit, litigation, claim, or other action involving the records has been initiated prior to the expiration of a three (3) year period since the date of MOU termination/expiration, this Article and the terms hereunder shall continue to apply until the action is completed and the issues are resolved.

A. AUDIT REQUIREMENTS

The CASA agrees that it shall comply with any Federal and/or state audit requirements.

1. Audits of the CASA

Should the CASA expend \$500,000 or more in Federal financial assistance from all sources in fiscal years ending on or after June 30, 1997 it shall obtain an annual audit in accordance with the Single Audit Act and the revised Office of Management and Budget (OMB) Circular A-133.

2. Additional Audit Requirements - State Funds

Organizations that receive more than \$75,000 in state funds from SCDSS in a fiscal year are required to obtain an annual financial audit. This Audit shall be performed in accordance with auditing standards and generally accepted accounting principles as defined by the AICPA.

3. Filing Audit Reports

Each organization required to have an audit shall supply a copy of such audit, data collection form, reporting package, any management letters associated with the audit, and CASA's corrective action plan to the South Carolina Department of Social Services, Office of Audit Services, Post Office Box 1520, Columbia, South Carolina 29202-1520, within thirty (30) calendar days of the receipt of such report but not later than thirteen (13) months after the end of the organization's fiscal year (Nine (9) months for fiscal years beginning after June 30, 1998).

4. Working Papers

Working papers are to be retained by the audit firm and must be available for examination by SCDSS or its designee for at least three (3) years following the issuance of the audit report to the auditee. Retention of working papers beyond three (3) years is required where questioned costs and/or practices have not been resolved with SCDSS.

B. CORRECTIVE ACTIONS PLANS

When the audit describes weaknesses in Internal Controls and/or Program compliance, the CASA must submit a corrective action plan to eliminate the weaknesses indicating the actions taken, actions to be taken, dates of anticipated completion, and contact person responsible, or submit an explanation of specific reasons why no corrective action is required. The corrective action plan must be submitted along with the audit report or reporting package within thirty (30) days of the receipt of the final audit report/management letter. Corrective action should be initiated within six (6) months of the receipt of the audit report and proceed as rapidly as possible. In the event that an audit report contains audit exceptions or disallowances, it is agreed that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exception and Disallowances

SCDSS shall furnish the CASA with written notice containing the adjustment for each exception. Such notice shall state the total sum disallowed and that payment is due to SCDSS in the full amount within thirty (30) days after the receipt of notice. Notice will be sent to the CASA by certified mail. Audit exceptions or disallowances shall be accepted as final unless appealed within thirty (30) days of receipt of the notice of disallowance. Payment shall be made within thirty (30) days from the receipt of notice of disallowance regardless of the filing of an appeal.

2. Disallowances - Appeals

In the event the CASA disagrees with the audit exceptions and disallowances, they may seek relief in accordance with Article VIII.

3. Disallowances Sums, Set-Off

Any provision for contract resolution notwithstanding, SCDSS is authorized to recoup at any time after receipt of the notice of disallowances any funds owed to SCDSS. The means of recoupment shall be by withholding and/or offsetting such funds for which SCDSS may be obligated to the CASA under this or any previous and/or future contracts. Provided, however, if the CASA can demonstrate that such withholding or set-off would constitute a serious hazard to the quality of services, SCDSS may, in its sole discretion, grant such repayment terms as may be determined by SCDSS to be consonant with sound business practice.

4. Interest Provision/Repayment (for Disallowed Amounts)

The CASA shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) day following the date of receipt of the notice of disallowance. The CASA may request that they be permitted to make repayment on an installment payment schedule. Such request must be made in writing within thirty (30) days of the receipt of the notice of disallowance and must contain evidence to support the CASA's allegation of financial inability to pay the sum in full. At the sole option of SCDSS, SCDSS may agree in writing to permit the CASA to repay pursuant to an installment payment schedule. The legal interest rate [S.C. Code Ann. ee34-31-20(B)] plus two percent (2%) is SCDSS rate on extended / installment repayment.

5. Audits During and After the Contract Period

The provisions of this Article shall apply to audits commenced during the contract period and audits commenced after termination of this MOU and for a period of three (3) years thereafter.

C. ACCURACY OF DATA AND REPORTS

The CASA agrees that all statements, reports, and claims, financial and otherwise, shall be certified as true, accurate, and complete, and the CASA shall not submit those claims, statements, or reports which they know, or has reason to know, are not properly prepared or payable pursuant to federal and state laws, applicable regulations, this MOU, and SCDSS policy.

1. Maintenance of Records

The CASA must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this MOU and all applicable laws, regulations, and policies. The CASA shall keep one (1) copy of the OMB approved Data Collection Form and one (1) copy of the OMB A-133 reporting package on file for three (3) years from the date of submission to the Federal Clearinghouse. The CASA further agrees to retain all financial and programmatic records, supporting documents, and statistical records under this MOU for a period of three (3) years after the expiration of this MOU. Property and equipment records must be maintained until three (3) years after transfer, replacement, sale, or junking of the item. If any audit, litigation, claims, or other actions involving the records have been initiated prior to the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues.

ARTICLE VII

TERMINATION OF THE MOU

A. Termination for Lack of Funds

Funds for this MOU are payable from State and/or Federal appropriations. In the event the SCDSS determines that sufficient appropriations are not made to pay the obligations under the MOU the SCDSS shall terminate the MOU. Termination shall be effective without penalty or termination costs. SCDSS shall have the sole responsibility for determining the availability of such Federal, state, and local funds.

B. Termination for Breach of Contract

This MOU may be canceled and terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligation hereunder.

C. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This MOU may be cancelled or terminated by SCDSS at any time within the Contract period if the CASA, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to the SCDSS for audit disallowances pursuant to any previous agreements between the parties.

D. Notice of Termination

In the event of any termination of this MOU under this Section, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, return receipt, unless otherwise provided by law. Said termination shall be effective upon receipt of such notice.

E. Termination for Failure to Meet Conditions for Contract Continuation

This MOU shall be terminated effective any date that the CASA fails to meet the specified condition for Contract continuation imposed as a result of monitoring, review, or audit findings.

F. Termination in Best Interest of the SCDSS and/or Client

The SCDSS has the right to terminate this MOU if it decides that termination is in the interest of the SCDSS and/or its clients.

G. Filing of Final Invoice

Upon termination of this MOU under this section, the CASA shall submit a final invoice as prescribed in this MOU before the seventh (7) day after the date of the termination.

ARTICLE VIII

APPEALS PROCEDURES

In the event the CASA believes itself aggrieved by actions of S.C. pursuant to terms of this MOU, the CASA may request resolution of the matter pursuant to S. C. Code Ann §§11-35-4230 (Supp.1999).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this MOU agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The CASA agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (U.S.C. 7401, et seq.).
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto, 45 CFR Part 80.
3. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) in regard to employees or applicants for employment.
4. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84, 1994).
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
6. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

7. Americans with Disabilities Act, (42 U.S.C. Sections 12101 et seq.), and regulations issued pursuant thereto, 42 CFR Parts 35 and 36.
 8. Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (1976, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 45 CFR Part 76, Subpart F (1994).
 9. Health Insurance Portability and Accountability Act of 1996 (HIPPA)(45 C.F.R.), PART 164.502(e), 164.504(e), 164.532(d) and (e).
 10. Public Law 103-227, Part C, Environmental Tobacco Smoke Act, also known as the Pro-Children Act of 1994, prohibits smoking in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 years, if the services are partly funded by Federal programs either directly or through State and local governments.
- B. Safety Precautions. SCDSS and DHHS assume no responsibility with respect to accidents, illnesses, or other claims arising out of any work undertaken with the assistance of federal and/or state funds. The CASA is expected to take necessary steps to insure or protect itself and its personnel. The CASA shall comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.
- C. Titles. All titles used herein are for the purpose of clarification and reference only.
- D. Attorney's Fees and Legal Services. No attorney-at-law shall be engaged through the use of any funds provided by SCDSS pursuant to the terms of this MOU. Attorneys-at-law who are engaged in providing training services as described in Attachment A are exempted from this prohibition.

Further, with the exception of the attorney's fees awarded in accordance with S.C. Code Ann. §§15-77-30 (1976, as amended), SCDSS shall under no circumstances become obligated to pay attorney's fees or the cost of legal action to the CASA. The CASA shall and will pay attorney fees to SCDSS as the court may adjudge reasonable in addition to the amount of judgment and costs.

- E. Restrictions on Lobbying. In accordance with 31 U.S.C. 1352, funds received through this MOU may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making

of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

- F. Integration and Amendment. This MOU shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in an amendment to this MOU executed and approved by both parties.
- G. Extension. At the end of the term of this MOU, SCDSS shall have the option to extend or renew the MOU upon the same terms and conditions as contained herein for a period not to exceed one (1) year period; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section F of this Article.
- H. Equipment. The CASA is expressly prohibited from making any equipment purchases through this MOU without prior written approval from SCDSS. Equipment shall be considered any item with an acquisition cost of One Thousand Dollars (\$1,000) or more (including taxes and any other ancillary charges) per unit and a useful life of one (1) year or more. All equipment purchases made through this MOU without prior written approval from SCDSS shall be considered unallowable and shall be an audit exception. Such purchases shall result in an audit exception/disallowance. Title to equipment purchased with funds through this MOU shall be vested in and retained by SCDSS. The CASA must establish and maintain a record of all property purchased in accordance with the provisions of this MOU.
- I. Non-Waiver of Breach and/or Rights. SCDSS and the CASA agree that the execution and any performance of any provision of this MOU, or the continued payment of CASA by SCDSS, shall in no way affect the right of SCDSS to enforce the provisions of this MOU. Nor shall the waiver by SCDSS of any breach of any provision hereof be taken or held to be waiver of any succeeding breach of such provision, or as a waiver of the provision itself. All rights or obligations are hereby preserved, protected, and reserved.
- J. Severability and Conformity with Law. The provisions of this MOU and performance hereunder are subject to all laws, regulations, ordinances and codes of the federal, state, and local governments. All terms of this MOU shall be construed in a manner consistent with the aforesaid; and should

any of the terms hereof conflict with any of the aforesaid, then the terms shall be deemed modified to conform therewith; and the remaining provisions of this MOU shall not be invalidated. The CASA agrees to comply with all the aforesaid laws and regulations as may be promulgated during the term of this MOU.

- K. Federal or State Law and Regulations. Reference to Federal or State regulations or law are believed to be the most current, but it is the CASA's responsibility to obtain updates, amendments, or other changes of these.
- L. Political Activity. None of the funds, materials, property, or services provided directly or indirectly under this MOU shall be used in the performance of this MOU for any partisan political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act".
- M. Reporting of Fraudulent Activity. If at any time during the term of this MOU, the CASA becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDSS, a recipient of or applicant for services, an employee of the CASA or SCDSS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the CASA directly to SCDSS.
- N. Incorporation of Schedules/Appendices. All schedules or appendices attached to this MOU are expressly made a part hereof and incorporated by reference. Whenever this MOU sets a higher standard than contained in a schedule or attachment, the standard set in the body of the contract shall prevail.
- O. Insurance. The CASA agrees to obtain and keep in effect comprehensive insurance covering loss of property by theft, fire, or vandalism with respect to all property purchased with any funds provided by SCDSS. Such insurance shall be maintained until the time such property is no longer in the possession of the CASA, whenever that may be. The CASA further agrees to obtain and keep in effect any other policies of insurance which may be required by law and prudent business practices for its operations.
- P. Enforcement. Any action for the enforcement of this MOU or any provision thereof, shall be instituted only pursuant to S.C. Code §§11-35-4230(Supp. 1999), which provides for resolution of contract controversies.
- Q. Disclaimer. S.C. Department of Social Services disallows and disclaims all responsibility for any liability for losses, damage, claims, demands, or costs from third parties asserted against it as a result of operations

performed by the CASA herein in the performance of this agreement; AND, the CASA acknowledges and agrees that he/she/it is an independent CASA and does not act as an agent, servant, or employee of S.C. Department of Social Services in the performance of this MOU.

- R. Hold Harmless. The CASA shall hold and save SCDSS, its officers, agents, and employees harmless from liability of any nature or kinds, including costs and expenses, for or on account of any suits initiated or injury or damages sustained by any persons or property resulting in whole or in part from the negligent or intentional acts or omissions of any employee, agent, or representative of the CASA. This Provision shall not apply to any S.C. State Agency, the Federal Government, or another state.
- S. S.C. Law Clause. Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful proposer from requirements that it be authorized and/or licensed in this state, by submission of a signed proposal, the proposer agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
- T. Procurement Codes. When applicable, the Provider must comply with the terms and conditions of both Federal and state procurement codes in the acquisition of equipment and supplies and in all subcontracts.
- U. Subcontracts, Employees and Non-Assignability. No services required to be provided under this MOU shall be provided to a recipient by anyone other than the Provider, an employee of the Provider, or a volunteer of the Provider. Unless otherwise expressly authorized in writing, no subcontracts for the provision of services shall be entered into by the Provider. Authorized subcontracts under this MOU shall be in writing and shall be subject to the terms of the contract. The Provider shall be solely responsible for the performance of any subcontracts. All subcontracts must be submitted to DSS for written approval before any reimbursement is made or services rendered. No assignment of this MOU or any rights hereunder shall be valid without written consent of DSS.
- W. Governing Law. It is mutually understood and agreed that this MOU shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.

X. Copyrights. With respect to any pre-existing works contributed by a party for use in the Program, such party will retain all right, title or interest in and copyrights in such work.

TESTIMONIUM

IN WITNESS WHEREOF, The SCDSS and the CASA, by their authorized agents, have executed this MOU as of the first day of September 2011.

SOUTH CAROLINA DEPARTMENT
OF SOCIAL SERVICES

RICHLAND COUNTY
COURT APPOINTED SPECIAL
ADVOCATES

"SCDSS"

"CASA"

BY: _____
Lillian B. Koller, Esq.
State Director

BY: _____
J. Paige Greene
Executive Director

FOR RICHI AND COUNTY:

BY: _____
J. Milton Pope
County Administrator

October 1, 2011

Attachment "A" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Program (RCCASA)

RCCASA is the sole entity authorized by statute to provide a volunteer Guardian ad Litem in the Richland County Family Court for cases brought forth by the SC Department of Social Services for allegations of child abuse / neglect. RCCASA is an accredited program through National CASA and adheres to the standards of volunteer management set forth through the national organization. RCCASA recruits, trains, and supports volunteers to serve in the role as Guardians ad Litem. The mission of the organization is:

"To advocate for the best interests of abused and neglected children in Richland County Family Court by providing quality volunteer and legal representation to ensure every child a safe, permanent, and nurturing home."

RCCASA serves 100% of the children in need with a volunteer RCCASA Guardian ad Litem. At present, RCCASA serves an average of 1,000 children annually with the current pool of 400 volunteer guardians. On average, 120 new volunteers are trained annually and on-going training for all guardians is essential for enhancing advocacy skills. RCCASA utilizes the NCASA 30 hour training curriculum for training new guardians in addition to an added component of Diversity / Inclusion training, court observation, and one-on-one supervision and training. Upon completion of Pre-Service Training, all CASA GALs are assigned to a CASA Supervisor who is dedicated to supporting that volunteer throughout the life of their assigned cases. When a volunteer receives a new case, the CASA Supervisor meets with the volunteer within 3 days of assignment and together prepares a case plan for investigation. This individualized training component generally last for 1.5 hours per case. Following the preparation of the case plan, the CASA Supervisor maintains weekly contact with the GAL through the Merits Hearing and monthly thereafter for monitoring purposes. All RCCASA Volunteers are required to participate in 15 hours of additional training annually to maintain their active status as guardians. To assist volunteers in fulfilling compliance requirement, RCCASA offers a host of training activities. A minimum of 15 training sessions a year are conducted, video taped, and placed on the agency website. RCCASA hosts an annual statewide training conference for volunteers that is an all day event. RCCASA further provides one-on-one training between individual guardians and a CASA staff member.

The National CASA Training Curriculum includes 10 training chapters. These include:

- Introducing the Volunteer GAL Role / Law.
- Child Protection System, and the Courts
- Exploring Cultural Awareness
- Understanding Families Pt. 1 and Pt. 2
- Understanding Children
- Communicating as a GAL
- Gathering Information
- Court Report Writing & Monitoring
- Personal Safety

Additional learning components include, but are not limited to the following:

- Reviewing Child's Progress & Family Compliance
- Preparation for and participation in Court Hearings
- Completion of case documents, referral forms, correspondence, and other communications
- Preparing for and participating in court reviews to include Permanency Planning proceedings, Foster Care Review Board, agency planning for children
- Case record review for placement options, treatment plans, and compliance with court ordered services

- Consultation with CASA Attorneys and preparation of case time lines
- Participating in court negotiations, mediation, and pre-trial hearings / Records request procedures for medical, educational, psychological, and others
- Case management for family reunification and/or permanency options, including removal prevention
- Risk assessments and revisions of current service plans
- Progress and compliance with court ordered services
- Time management and priority assessment
- Communicating with DSS and other service providers.

October 1, 2011

Attachment "B" to Memorandum of Understanding between the South Carolina Department of Social Services (DSS) and the Richland County Court Appointed Special Advocate Office (RCCASA)

Federal Title IV-E Eligible Training Budget 10/1/11 to 9/30/16

Richland County Court Appointed Special Advocate Office

Total RCCASA Budget SFY 2011 – 2012	\$ 693,396
Estimated Training Expenses for FFY 2012	\$ 522,272
Discounted Title IV-E Training Eligible Expenditures (50%)	261,136
Title IV-E Training Funds (70%)	182,795
Provider Match	78,341
Estimated Training Expenses for FFYs 2013 – 16	\$2,296,268
Discounted Title IV-E Eligible Training Expenditures (50%)	148,998
Title IV-E Training Funds (75%)	861,749
Provider Match	287,249
Estimated Training Expenses for FFYs 2012 – 16	\$2,820,268
Discounted Title IV-E Eligible Expenditures (50%)	1,410,134
Title IV-E Training Funds (70%)	182,795
Title IV-E Training Funds (75%)	861,749
Provider Match	365,590

Note: Title IV-E Training Funds are available on a matching basis for eligible training activities. Estimates above are based on a one month pilot time study. Actual claims are to be filed quarterly by RCCASA, with approval of DSS. They must be based on actual expenditures and time study results for each quarter.

*Consistent with OMB Circular A-87, Attachment B, Item 31, Pre award costs are authorized. Pre award costs are those incurred prior to the effective date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary to comply with the proposed delivery schedule or period of performance. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency.

Richland County Council Request of Action

Subject

South Carolina State Employees Association (SCSEA) ***{Forwarded from the A&F Committee}*** [PAGES 208-225]

Notes

March 27, 2012 - The committee recommended that Council direct staff to notify county employees of the program and make information regarding the SCSEA available to county employees. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: South Carolina State Employees Association (SCSEA)

A. Purpose

Motion: County employees receive updates and information from the South Carolina State Employees Association (SCSEA).

Mr. Jackson

B. Background / Discussion

The information below has been copied directly from the SCSEA website www.scsea.com:

History

The South Carolina State Employees Association, SCSEA, was originally organized in 1943 by a group of about 20 employees. This small group of employees were exceptionally astute and forward thinkers who recognized the need and importance of establishing a system of retirement for all state workers.

Through hard work and unprecedented ingenuity, their efforts successfully established the South Carolina Retirement System through an amendment to the State Constitution in 1945.

Since that time, the SCSEA has continued to serve as the primary advocate for state employees and retirees.

State Retirement System

The state retirement system has approximately 530,000 plan participants. The industry standard for a public pension unfunded liability is 30 years. The state system has an unfunded liability of 37.6 years. Clearly not where we want to be, but it is important to keep the problem in perspective. As the overall economy recovers, investment returns and funding levels will continue to improve. Public pension funds have already experienced a robust recovery from the recent market downturn. The state retirement system reported returns of 14.6% in FY2010 and an unprecedented return of 18.4% in FY2011.

The retirement system is not at a point of no return as opponents suggest. Public pensions account for less than 4% of the state's budgetary expenditures. Conservative measures alone will strengthen the current plan to meet or even exceed industry standards. Eliminating the state's pension system, as proposed again recently by former Governor Mark Sanford, is an extreme reaction that creates panic and crisis conditions.

We agree, as a matter of practice, retirement plans should occasionally be reviewed to reflect new information, economic conditions, mortality improvements, and changes in patterns of retirement. From the State Employees Association's perspective however, there are certain key components that should be maintained. Those components include maintaining a defined benefits plan, protecting economies of scale for retirees, and 28 year retirement.

Maintaining a defined benefit plan is critical to our state and national economy. Traditional defined benefit plans are more cost effective than defined contribution plans, such as a 401K, which require employees to also become expert financial advisers. Most importantly, as we have already observed, defined benefit plans are designed to respond consistently over time to periodic market fluctuations.

Providing additional measures to balance retiree incomes based on the rate of inflation is another necessary plan component. Inadequate retirement income means more retirees will be dependent upon taxpayer supported health and welfare programs. Research confirms that poverty among older households lacking pension income was six times greater than those with pension income. If members of our society are self-sufficient, the need for taxpayer funded public assistance is substantially reduced.

Senator Glen McConnell, was recently quoted in the Post and Courier, defending legislators' special retirement benefits based primarily on low salaries. The same argument holds true for state employees. Over the years, 28 year retirement has been used to bridge, or at least to some degree lessen, the traditional gap in pay between public and private sector employment. Senator McConnell states the lower pay starves "out good people from serving." The same is true when it comes to the state's ability to recruit and retain highly qualified, long-term employees, 28 year retirement is a variable that helps balance salary shortcomings.

Maintaining the fundamental attributes of the current plan is a priority for the State Employees Association. The state retirement system serves more than a half a million participants. Protecting our state's retirement system, protects local economies. The research and evaluation process should continue to be approached deliberately and with uncompromising attention to details.

Below is a company profile for SCSEA (provided by www.manta.com- which provides company profiles and company information for small businesses).

Source: <http://www.manta.com/c/mm87c81/sc- state-employees-assn>

SC State Employees Assn
1325 Park Street
Columbia, SC 29201-3177
Website: Scsea.com
Phone: (803) 765-0680

Products or Services: Lobbying Agencies, Lobbying Services, Lobbyist Services.

About SC State Employees Assn

SC State Employees Assn in Columbia, SC is a private company categorized under Lobbyists. Our records show it was established in 1946 and incorporated in South Carolina. Current estimates show this company has annual revenue of unknown and employs a staff of approximately 1 to 4.

C. Financial Impact

The cost would be determined based on the method the County Council decides to use to provide updates to County employees from the SCSEA.

D. Alternatives

1. Approve request for employees to receive updates from SCSEA. It should be noted that it is possible the SCSEA may take and lobby South Carolina Legislators on positions that differ from Richland County Council.
2. Not approve request for employees to receive updates from SCSEA. This would not prohibit employees from accessing information via the website of the SCSEA and/or joining the SCSEA if permitted to do so by the organization.
3. Take no action and employees would be able to, as they have been in the pass, to access information from SCSEA via website, attend meetings, and/or join SCSEA subject to the rules and approval of the SCSEA.

E. Recommendation

County employees receive updates and information from the State Employees Association.

Recommended by: Mr. Jackson Department: Council

Date: January 10, 2012

F. Reviews

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

Human Resources

Reviewed by: Dwight Hanna

Date:

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation: Based on the documentation found on the SCSEA website, it appears a primary focus of SCSEA involves lobbying SC State Senators and State Representatives. Human Resources recommends Council consider the purpose of the SCSEA and whether their objectives will always be consistent with the position of Richland County Council.

Finance

Reviewed by: Daniel Driggers

Date: 2/17/12

Recommend Council approval

Recommend Council denial

✓ Council Discretion (please explain if checked)

Comments regarding recommendation:

The request is to approve a structured dissemination of information to county employees. It is recommended that Council determine if the source of data, information provided

and cost of the service adds value to the employee's ability to meet the County goals and provision of county services.

Legal

Reviewed by: Elizabeth McLean

Date:

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Without further information on how this information would be disseminated, and who would pay for such services, I cannot give a complete legal opinion. My comment thus far is if the County is going to pay for services to the SCSEA, the entity may be required to comply with the County's lobbying policy.

Administration

Reviewed by: Tony McDonald

Date: 2/22/12

Recommend Council approval

Recommend Council denial


Council Discretion (please explain if checked)

Comments regarding recommendation: It is understood that the intent of Mr. Jackson's motion is to provide County employees with more information about the Retirement System. Staff must raise caution regarding this effort, however, for several reasons.

First, the SCSEA is a private organization not associated, organizationally, with State Government or the State Retirement System. The information being disseminated by SCSEA, therefore, may not coincide with the adopted laws, policies and regulations that govern the Retirement System.

Secondly, SCSEA is a registered lobbying group that takes its own, independent positions on retirement related matters. It could be that some of those positions may be in direct conflict with the positions of the County Council.

Furthermore, if individual employees wish to obtain information from SCSEA, they can access the organization's website at no cost.



THE SCSEA WHERE MEMBERSHIP COUNTS

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"State employees are one of our state's most valuable resources. Without their dedication and commitment to excellence as demonstrated so many times and in so many ways—year after year—through every task accomplished, problem solved, new idea, and better practice created that increases efficiency and delivery of service—South Carolina's state employees are the engine that keeps our state working."



State employees not only work for the citizens of South Carolina, they are the make it—or break it—fabric, South Carolina businesses count on. Coming from the private sector after several years, gives me a fresh perspective and close-up view of just how important state employees are to the success of South Carolina businesses and the local economy."

Carlton B. Washington
SCSEA Executive Director

Where Membership Counts

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Association 101

GLOSSARY

as-so-ci-a-tion: A group that works collectively to improve working conditions and wages.


or-gan-iz-ing: Drawing on the power of members' unified strength, this is the action by which members lobby for change, seek improvements in their working conditions, retirement and health benefits, and all other important issues impacting employment conditions, job security and job satisfaction.

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South Carolina State Employees Association

Richland/Lexington Chapter

P.O. Box 7651, Columbia, SC 29202-7651

Volume 1 - November 2011

PRESIDENT'S MESSAGE

By: *Pat Lawter*, President, SCSEA Richland/Lexington Chapter



President Pat Lawter

ON April 12, 2011, the Richland/Lexington Chapter of the SCSEA held its annual meeting to elect officers and the board of directors for the 2011-2012 term. I was honored to be elected as your President. You will find a complete list of the Officers and Board of Directors in this edition of the Newsletter.

MUCH has happened since that meeting. In conjunction with the staff at the SCSEA office we have helped in membership drives, attended public hearings concerning the State Retirement Systems, and worked at the State Fair booth. We are making plans for the Legislative Breakfast that will be held on December 3rd.

WE HAVE scheduled the 2011 Legislative Breakfast for Saturday, December 3rd at the First Baptist Church in Columbia from 7:30 AM – 9:00 AM. All 15 members of the Richland/Lexington Delegation will be invited to meet with us. We hope to have members to represent each member of the delegation. The 2012 Legislative

agenda will be presented to them at that breakfast. **You must be a member of the Association or bring your completed application in order to attend.** To register, follow the instructions located in the Newsletter.

MORE THAN ever your membership in the SCSEA is essential. If you think that 'I am just one person', you are ... but if you are a member of SCSEA you can say 'I am one of 12,000+'. That makes a difference when you approach your legislator and ask for help with the SCSEA platform. There is a membership application in this Newsletter. Note that there is a membership campaign in process – join before December 31st ... the 1st year is half price.

COMMUNICATION is important for you as well as the Association and the Chapter. In this age of electronics and budget cuts we are trying to use email as much as possible. So, we need your personal email address. Contact the Association office scsea@scsea.com or 803-765-0680 to have your address added to the database for better communication.

I LOOK FORWARD to working with you. You may contact me at lawterp@bellsouth.net

LEGISLATIVE BREAKFAST, 2011

Submitted by: *Ford Mason*, Chair, Legislative Committee

THE ANNUAL LEGISLATIVE BREAKFAST will be held at the First Baptist Church Banquet Hall, located at 1306 Hampton Street, in downtown Columbia on Saturday, December 3, 2011, from 7:30 AM to 9:00 AM. Our Legislative Breakfast is one of the strongest links we have with state legislators, and it is important for state employees to demonstrate, by their attendance, that we expect our Legislative Agenda to be understood and supported. Richland and Lexington Counties are where approximately half of all state employees live and work. Consequently, we have more political influence on legislators than anywhere in the state. In this critical election year, it has never been more important to exercise our political influence and to strongly encourage the Richland-Lexington delegation to stand up and support our Legislative Agenda.

continued at *Breakfast*, page 2

Breakfast *continued from page 1*

AS YOU KNOW THINGS HAVE NOT BEEN GOOD for state employees and retirees in South Carolina and around the country. Many people feel that state governments are balancing their budgets on the backs of state employees. Here in South Carolina, we have had more than our share of problems. We haven't had a cost of living raise or a merit pay increase in some time, health insurance is going up 4.5% in January, employee salaries are being reduced through furloughs and lay-offs, and job terminations are continuing. Also, there is talk about ending the defined benefit retirement program, retiree COLAs, and 28 year retirement.

THIS IS AN IMPORTANT TIME FOR YOU TO LEARN how to maximize your political effectiveness in this difficult time for state employees. Here are some good suggestions.

- 1) **Determine** who your state House Member and Senator are. Obtain their address and phone number and be prepared to contact them throughout the year on SCSEA business. Provide the SCSEA office with your email address so you can receive important information and directions in a timely manner.
- 2) **Attend** the Legislative Breakfast and encourage other SCSEA members to attend with you. To register, follow the instructions located in the newsletter.
- 3) **Call** your House and Senate members and ask them to attend the Legislative Breakfast.

OUR NEW EXECUTIVE DIRECTOR, CARLTON WASHINGTON, is working hard to make our organization a stronger political force. He is counting on you to work with your representatives to help us attain our organizational goals.

YOU MAY PARK IN THE FIRST BAPTIST CHURCH back parking lot off Washington Street between Sumter and Marion Streets or on the nearby streets. Avoid parking on Sumter Street due to the Christmas Day Parade later that morning. Enter the Banquet Hall through the blue awning doorway facing the back parking lot. The Banquet Hall is down the hall on your right. **SEE YOU THERE!**

MEMBERSHIP CORNER

Submitted by: Sandra Best, Membership Committee Chair; and Pat Lawter, President, SCSEA Richland/Lexington Chapter

The membership committee is hard at work recruiting new members and our efforts are paying off. Currently, there are **2908** members [2421 active employees and 487 retirees] in the Richland/Lexington Chapter.

Membership Activities:

- The chapter participated in a Membership Drive Fish Fry on August 25th at the DHEC/DSS/DMH complex.

-SC-NABCJ hosted a Membership Drive Fish Fry on October 30th; 2 members were recruited.

-TBA- Fish Fry- for members and prospective members in the Broad River Road Complex/Area.

Members of the Richland/Lexington Chapter will participate in the following membership drives:

-**November 8th -11th**- South Carolina Law Enforcement Conference- Myrtle Beach SC, will be vendor for recruitment efforts.

-**December 2nd**- SC-NABCJ Annual Conference- Brookland Banquet & Conference Center.

The importance of being or becoming a member is to continue or have an association that advocates (pleads in behalf of) for state employees and retirees, as it relates to compensation and benefits; to include COLA, insurance, etc.

If you are interested in having a membership drive at your agency please contact:

Sandra Best bestsan09@yahoo.com or
Margaret West mwest@scsea.com

We thank you in advance for any and all support!

*South Carolina State Employees Association
Richland/Lexington Chapter*

**LEGISLATIVE BREAKFAST
SATURDAY, DECEMBER 3
FIRST BAPTIST CHURCH
1306 Hampton St – Columbia - 7:30 am – 9:00 am**

TO REGISTER:

Send an email to me at: lawterp@bellsouth.net
Deadline for registration: Monday, November 28th

Include the following information:

**Name – Agency of employment – contact phone # - Address
House & Senate Districts**

Richland / Lexington Legislative Delegation

Richland County

Senate

[John E. Courson, District 20](#)
[Darrell Jackson, District 21](#)
[Joel Lourie, District 22](#)
[John L. Scott, Jr., District 19](#)

House

[Dr. Jimmy C. Bales, District 80](#)
[Nathan Ballentine, District 71](#)
[Joan B. Brady, District 78](#)
[Mia Butler Garrick, District 79](#)
[James H. Harrison, District 75](#)
[Christopher R. Hart, District 73](#)
[Leon Howard, District 76](#)
[Joseph A. "Joe" McEachern, District 77](#)
[Joseph H. Neal, District 70](#)
[J. Todd Rutherford, District 74](#)
[James E. Smith, Jr., District 72](#)

Lexington County

Senate

[John E. Courson, District 20](#)
[Ronnie W. Cromer, District 18](#)
[John M. "Jake" Knotts, Jr., District 23](#)
[Nikki G. Setzler, District 26](#)

House

[Todd K. Atwater, District 87](#)
[Nathan Ballentine, District 71](#)
[Kenneth A. "Kenny" Bingham, District 89](#)
[Marion B. Frye, District 39](#)
[Chip Huggins, District 85](#)
[Walton J. McLeod, District 40](#)
[Harry L. Ott, Jr., District 93](#)
[Rick Quinn, District 69](#)
[L. Kit Spires, District 96](#)
[McLain R. "Mac" Toole, District 88](#)

"SCSEA'S BRAND NEW LOGO"



**Richland/Lexington Chapter
PO Box 7651, Columbia, SC 29202-7651**

CHAPTER MEMBERS RECEIVE TOP AWARDS FOR 2011

Submitted by: *Victory Washington*

SHARON DORN received the Outstanding Female State Employee Award at the SCSEA Annual Meeting that was held on April 12, 2011, at the Brookland Banquet & Conference Center. This award was presented to Sharon by the Richland/Lexington Chapter of the Association "in recognition of her exceptional services to the State of South Carolina, its Employee's Association, her Chapter and community." Sharon became a member of the SCSEA in 1993 and currently serves on the Board of the Richland/Lexington Chapter. Sharon has served on the following committees: Annual Meeting, ETV, Membership, and Nominations. She is currently employed with the SC Human Affairs Commission where she serves as the Senior Investigator over the Treasury for the Benevolent Funds. Sharon was quite surprised when this award was presented to her at the Chapter's Annual Meeting. Although surprised, she was thankful and grateful for the award and to the individuals who nominated her. Sharon currently serves as Treasurer for the Chapter.

HANK MACDONALD received the Outstanding Male State Employee Award at the SCSEA Annual Meeting that was held on April 12, 2011 at the Brookland Banquet & Conference Center. This award was presented to Hank by the Richland/Lexington Chapter of the Association "in recognition of his dedication and services to the State of South Carolina, its Employee's Association, his Chapter and community." Hank became a member of the SCSEA in 2000 and currently serves on the Board of the Richland/Lexington Chapter. Hank served as the chair of the Awards Committee for 2011. He is currently employed with the SC Department of Social Services in

the IT department as the Video Conferencing Coordinator. Hank was quite surprised when this award was presented to him at the Chapter's Annual Meeting. Although surprised, he was thankful for the award and felt it was such an honor coming from the individuals who nominated him.

MURIEL ANDERSON was the 2011 recipient of the Outstanding Retiree of the Year Award that was held on April 12, 2011 at the Brookland Banquet & Conference Center. This award was presented to Muriel by the Richland/Lexington Chapter of the Association "in recognition of her dedication and services as a retiree to the State of South Carolina, its Employee's Association, her Chapter and community." Muriel retired from the Wil Lou Gray Opportunity School in June 2000 after 33 & 1/2 years of public service. She became a member of the SCSEA in 1997 and currently serves on the Board of the Richland/Lexington Chapter. Muriel has served on the following committees: Annual Meeting, Awards, ETV, and Membership and was most recently elected as Vice President of the State Retiree Association for the Richland/Lexington Chapter. Muriel was quite honored by the award and to the individuals who nominated her. She is very proud of her years of service to the state and plans to continue her services well into her retirement.

We wish to extend our congratulations to Sharon, Hank, and Muriel for their continued dedication, hard work, and services to the State of South Carolina and for receiving their respective awards!

REFLECTIONS OF PAST SCHOLARSHIP RECIPIENTS

Submitted by: *Barbara Cheeseboro*, Chair, Scholarship Committee

"In 2009 I was privileged to receive a generous SCSEA scholarship for which I am still grateful. I will be graduating from Columbia College in May of 2012 and plan to continue my education at USC Law School."
CYNTHIA DANIELLE LEFEBVRE

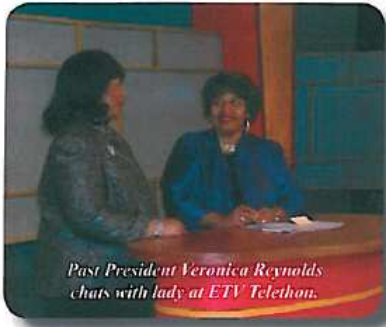
"The scholarship I received from the SCSEA in 2007 was helpful in so many ways. I used it to purchase books and other miscellaneous items, which helped made me a successful student and was able to obtain my degree in 2010. I am currently residing in Harrison, New Jersey and working with the New Jersey Nets as an account manager for inside ticket sales."
CHAZ Q. CHEESEBORO

Updates will be forthcoming for SCSEA 2011 scholarship awards.

ETV TELETHON – MARCH 2011

Submitted by: *Victory Washington, Chair, ETV Telethon*

THE RICHLAND/LEXINGTON CHAPTER OF THE SCSEA conducted its annual community service at SCETV during their annual ETV Telethon and spring public television membership drive on Wednesday, March 9, 2011, at 6 PM at 1101 George Rogers Blvd., Columbia, South Carolina.



Past President Veronica Reynolds chats with lady at ETV Telethon.

PAST SCSEA CHAPTER PRESIDENT VERONICA REYNOLDS, and other Richland/Lexington Chapter Members Sharon Dorn, Eva Gourdine, Marietta Boykin, Alleen Ernst, Synaya Jones, Hank MacDonald, and Victory Washington volunteered their time and service, and shared the evening's spotlight along with Workshop Theatre, who were truly a great group to work with in receiving and responding numerous calls from ETV subscribers and pledgers from 6:00-11:00 PM. President Reynolds was the spokesperson for the Chapter. She was asked to speak briefly on the SCSEA's mission and goals as it related to State Employees and its contributions to SCETV on behalf of the Richland/Lexington Chapter.

THE CHAPTER HELD ITS MONTHLY MEETING DURING THIS TIME, which is normally held prior to the telethon's event. The evening began promptly at 6:00 pm with dinner and refreshments provided to volunteers and ETV staff by Southern Way Catering. The menu was raved about and enjoyed by everyone and was given an A+ for the evening.

EVERYONE GATHERED AFTER DINNER FOR A QUICK BRIEFING with Ms. Fran Johnson, Volunteer & Community Relations Coordinator, and other members of ETV staff, Ms. Debbie King and Mr. Keith Henry, were on site to help greet, train, and assist volunteers during the night's event.



Richland/Lexington Chapter members work at ETV Telethon.

VOLUNTEERS RESPONDED TO A TOTAL OF ONE HUNDRED AND FORTY-FOUR CALLS throughout the evening from subscribers and pledgers. Financial contributions totaled \$18,771 in support of ETV's public broadcasting. It was an evening of financial success and fun that ended at 11:00 PM. Volunteers from both the Chapter and Workshop Theatre were given several on-air mentions throughout the evening for their continued support of ETV and it was also stated that the Chapter and Workshop Theatre would be thanked in ETV's monthly program guide, the SCENE magazine that is distributed to 35,000+ South Carolinians, and also acknowledged in its e-newsletter that goes out to 60,000+ subscribers.



Richland/Lexington Chapter members work at ETV Telethon.

IT WAS A GREAT EVENING OF FUN WITH CHAPTER MEMBERS ON LIVE TV!

**South Carolina State Employees Association
Richland/Lexington Chapter
Board of Directors**

Officers

Board Election - April 12, 2011

President	Pat Lawter	Retired -DSS
Vice President	Barbara Cheeseboro	Workers Comp
Secretary	Etta Williams	DHEC
Treasurer	Sharon Dorn	Human Affairs
Legislative Chair	Ford Mason	Retired-DoC
Membership Chair	Sandra Best	SCDoC
Past President	Veronica Reynolds	LLR

<u>Name</u>	<u>Agency</u>	<u>Term</u>	<u>Name</u>	<u>Agency</u>	<u>Term</u>
[Active]					
Vivian Baxter	DHEC	2011-13	Marietta Boykin	PPP	2011-13
Deborah Carter	HHS	2011-13	Joe Fortune	USC	2011-13
Rosalind Harriot	House of Rep	2011-13	Jean S. Jackson	DHEC	2011-12
Synaya R. Jones	DJJ	2011-13	Hank MacDonald	DSS	2011-13
Kathy Wilson	B&CB-DIT	2011-13	Mack Williams	LLR	2011-13
Wendy G. Hollingsworth	DOT	2011-13			
[Retired]					
Bobbie Adkins	Retired	2011-13	Muriel Anderson	Retired	2011-12
Florist Bowman	Retired	2011-13	Alleen Ernst	Retired	2011-13
Rosalind Funk	Retired	2010-13	Faye L. Hollingsworth	Retired	2011-13
Victoria Washington	Retired	2011-13	Mary Wells	Retired	2011-13
[Outstanding Service awards]					
Sharon Dorn	Female	2011-12			
Hank MacDonald	Male	2011-12			
Muriel Anderson	Retiree	2011-12			

Newsletter edited and formatted by Etta R. Williams, Chapter Member.

SCSEA OFFICE USE ONLY
 Male _____ Female _____
 County _____ Amt \$ _____
 Agency _____ Date Recd _____



Mail Completed Form To:
 SCSEA
 P.O. Box 8447
 Columbia, SC 29202-8447

Special Offer

New Membership Enrollment

1 st Year Agreement		Renewal Agreement	
Name		Name	
Email Address		Email Address	
Street Address		Street Address	
City/State/Zip		City/State/Zip	
SSN	Cell Phone	SSN	Cell Phone
State Agency: _____		State Agency: _____	
Recruited by: _____		Recruited by: _____	

(Take 50% off regular dues schedule)

(Use Normal Dues Schedule)

PAYROLL DEDUCTION (Active Employees)
 I hereby authorize my employer to withhold from my paycheck \$ _____ semi-monthly.

PAYROLL DEDUCTION (Active Employees)
 I hereby authorize my employer to withhold from my paycheck \$ _____ semi-monthly.

Signature _____
 Date _____

Signature _____
 Date _____

RETIREMENT SYSTEM DEDUCTION
 I hereby authorize the Retirement System to withhold from my retirement income \$ _____ monthly.

RETIREMENT SYSTEM DEDUCTION
 I hereby authorize the Retirement System to withhold from my retirement income \$ _____ monthly.

Signature _____
 Date _____

Signature _____
 Date _____

Annual Income:	DUES SCHEDULE		
	Semi-Monthly	Monthly	Annual
To \$35,000	\$2.50	\$5.00	\$60.00
Over \$35,000	\$5.00	\$10.00	\$120.00
Associate Member			\$60.00

If you wish to pay the total amount of annual dues, include your check, cash, or money order. OR
VISA/MASTERCARD PAYMENT
 Charge \$ _____ Account # _____
 Expiration Date _____
 Signature _____

Thank you for becoming a part of a movement to protect OUR pay and benefits!

From: cwashington@scsea.com [<mailto:cwashington@scsea.com>]
Sent: Thursday, December 29, 2011 1:59 PM
To: LARRY SMITH
Cc: Norman Jackson; Jim Manning
Subject: The SCSEA

Recently, the South Carolina State Employees Association, SCSEA, has been approached by a number of county employees relative to the ongoing debate around the SCRS. We have been requested to add these employees to the SCSEA NEWS distribution list.

The SCSEA understands that employees are limited in their access to information. News reports and articles tend to provide information after the fact. Employees are interested in receiving information on the front end and in a timely manner. They are also interested in some analysis of the issues being debated.

The SCSEA has an associate membership category that would be available to any county employee interested in joining. We are happy to provide this membership opportunity and welcome the participation of county employees with this and other common interest issues. As you know, the SCRS debate will ultimately affect over 500,000 citizen across our state, including county employees.

We would be amenable to Richland County providing all employees the opportunity to take advantage of this resource. If you have any additional questions, please contact me directly.

Carlton B. Washington, Executive Director
South Carolina State Employees Association

THE SCSEA
1325 Park Street
Columbia, South Carolina 29201
Office (803) 765-0680
Email cwashington@scsea.com
Website: www.scsea.com

Richland County Council Request of Action

Subject

Municipal Elections Reimbursement IGA ***{Forwarded from the A&F Committee}*** [PAGES 226-233]

Notes

March 27, 2012 - The committee recommended that Council approve the Intergovernmental Fee Agreement between Richland County and the City of Columbia which calls for Richland County Elections and Voter Registration Office to be reimbursed for expenses associated with the cost of conducting the City of Columbia's municipal elections. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Support of an Intergovernmental Fee Agreement between the City of Columbia and Richland County for the Management of and Reimbursement for the City of Columbia's Municipal Elections.

A. Purpose

Richland County Council is being asked to support an Intergovernmental Fee Agreement between Richland County Government and the City of Columbia for the management of City of Columbia Elections by the Richland County Board of Elections and Voter Registration.

B. Background / Discussion

- Richland County Council is being asked to formalize the Intergovernmental Fee Agreement with the City of Columbia.
- Historically the Richland County Office of Elections has conducted City of Columbia Elections without a formalized agreement.
- Previously the City of Columbia has reimbursed the Office of Elections and Voter Registration for expenses associated with managing the elections minus the cost of poll workers (in the past the City of Columbia has directly employed poll workers and the new agreement calls for the City of Columbia to reimburse the County for the costs associated with employing poll workers).
- There is a precedent for such an agreement as the Office of Elections and Voter Registration has a similar agreement with the Town of Blythewood.

C. Financial Impact

- The agreement calls for the reimbursement from the City of Columbia to the Office of Elections and Voter Registration for such expenses as staff pay; ballots; mailing costs; office supplies; facility rental as well as all personnel expenses, to include overtime.
- The Director of Elections and Voter Registration estimates that the costs associated with the management of the City of Columbia's Municipal Elections to be approximately \$81,000 (Including costs associated with a potential runoff election)
- The Intergovernmental Agreement calls for the City of Columbia to reimburse Richland County Government within 30 days of receipt of the County invoice.

D. Alternatives

List the alternatives to the situation. There will always be at least two alternatives:

1. Richland County Council may approve the Intergovernmental Fee Agreement
2. Richland County Council may not approve the Intergovernmental Fee Agreement

E. Recommendation

It is recommended that Richland County Council approve the Intergovernmental Fee Agreement between the City of Columbia and Richland County which calls for Richland County Elections and Voter Registration to be reimbursed for expenses associated with the cost of conducting City of Columbia Municipal Elections.

Recommended by: _____ Department: _____ Date: _____

F. Reviews

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

Finance

Reviewed by: Daniel Driggers Date: 3/23/12
 Recommend Council approval Recommend Council denial
 Council Discretion (please explain if checked)
 Comments regarding recommendation:

It is council’s discretion on approving the attached IGA with the City of Columbia. Based on discussions, my understanding is that the election oversight and reimbursement is currently in place but does not have a formal agreement. Therefore the change based on approval would be that the County would be taking responsibility for paying the poll workers for all City elections and ensuring appropriate tax and retirement withholdings and contributions are made. The agreement would require an additional payroll process and supplies for each election. It is likely that this would need to be handled outside of the normal process and would require staff overtime.

This would in essence be an outsourcing of the City payroll to the County as a third party payroll agent. The County currently has two similar situations now for:

- a) First, the oversight and payroll for elections for the Town of Blythewood. The amounts are typically immaterial and include the payroll for 5 employees. Cost recovery is obtained after payment from the Town for the payroll dollars paid but not for the cost of the election oversight, payroll administration or Employer portion of retirement contributions.
- b) Second, the County processes the bi-weekly payroll for the employees at the Township. Cost recovery is obtained from the Township each payroll prior to the checks being released. The payment includes all associated payroll cost, withholding and contributions required but no amount is included for payroll administrative cost.

We would recommend that if approved that the agreement ensure that all County cost are recovered for election oversight, payroll payments, associated payroll cost/contribution, and the cost for staff processing time.

Human Resources

Reviewed by: Dwight Hanna

Date:3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Human Resources supports the comments of the Finance Director. In addition, the County (Administration, Finance, Legal, VRO & ECO, and Human Resources along with outside legal counsel) spent a considerable amount of time researching, analyzing, discussing, planning, and structuring a process with Poll Workers that met revised IRS regulations, legal requirements, payroll and accounting requirements, designing internal County processes that met all necessary obligations, and finally devising a method to process Poll Workers on and off payroll while maintaining the integrity of all decisions. Human Resources recommends the appropriate consideration for all resources expended by the County.

Procurement

Reviewed by: Rodolfo Callwood

Date:3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/23/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to Council's discretion. Daniel Driggers' concerns are valid and can easily be addressed in a language change.

Administration

Reviewed by: Stephany Snowden

Date: 3/23/2012

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

STATE OF SOUTH CAROLINA) FEE AGREEMENT
) BETWEEN RICHLAND COUNTY AND THE
) CITY OF COLUMBIA
COUNTY OF RICHLAND) (Election Costs)

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2012 by and between Richland County, South Carolina (the “County”) and the City of Columbia, South Carolina (the “City”).

WHEREAS, the County, through its Richland County Board of Elections and Voter Registration, conducts elections for the City; and

WHEREAS, the County and City wish to enter into a Fee Agreement for the conduct of such elections;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The County, through its Richland County Board of Elections and Voter Registration, shall conduct elections for the City and shall pay for all legitimate election expenses including, but not limited to, clerk and manager pay, paper ballot expenses, mailing costs, office supplies, rent for polling places, and County employee overtime, if necessary.
2. The County will, before each election and within a reasonable time to allow the City appropriate time for the budgetary process, provide an itemized estimate of expenses for such election. After the election, the County will invoice the City for all actual expenses incurred. Personnel expenses for County employees under this section shall be compiled at the hourly rate of the amount budgeted in the Annual County Budget, or at an overtime rate as applicable.
3. The City shall reimburse the County within 30 days of receipt of the invoice from the County.

4. The term of this Agreement shall be for a period of five (5) years commencing on the date of execution, and for such extension of time and upon such terms as may be mutually agreed upon.
5. The County or the City may terminate this agreement with thirty (30) days written notice to the other party. Neither party will be reimbursed for any costs associated with the execution of this Agreement.
6. In the event either party shall fail to comply with its obligations set forth in the Agreement, and such default shall continue for a period of thirty (30) days after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.
7. The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.
8. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

J. Milton Pope, Administrator
on behalf of RICHLAND COUNTY

WITNESSES:

Steven A. Gantt, Interim City Manager
on behalf of CITY OF COLUMBIA

Cost Estimates of Conducting City of Columbia Elections

Tuesday, April 3, 2012

Tuesday, April 17, 2012 (runoff if necessary)

Number of city precincts: 53

Absentee: 1

Total: 54

Cost Components	April 3	April 17	Total
Administrative			
Office Supplies	250	250	500
Ballots			
Absentee Application Postage	180	120	300
Absentee Ballot Postage	440	245	685
Printing and Shipping Election Day	1,500	0	1,500
Personnel Costs			
Overtime for County Staff	3,000	800	3,800
Office Staff (Equipment loaders/ Unloaders, Phone)	1,800	1,800	3,600
Poll Clerks 53 @ \$180 per election	9,540	9,540	19,080
Poll Managers 202 @ \$120 per election	24,240	21,445	45,685
Absentee/Failsafe 15 days @ \$60 per day	0	0	0
Polling Location Technicians 11 @ \$250 per election	2,750	2,750	5,500
Precincts			
Rent 1 facility @ \$175	175	175	350
Total			
	43,875	37,125	81,000

Richland County Elections and Voter Registration: Prepared 3/13/12

Richland County Council Request of Action

Subject

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina, to expand the boundaries of the park to include certain real property located in Richland County; and other related matters [**PAGES 234-252**]

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

AUTHORIZING AN AMENDMENT TO THE MASTER AGREEMENT GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND FAIRFIELD COUNTY, SOUTH CAROLINA, TO EXPAND THE BOUNDARIES OF THE PARK TO INCLUDE CERTAIN REAL PROPERTY LOCATED IN RICHLAND COUNTY; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“Richland”), and Fairfield County, South Carolina (“Fairfield”) (collectively, “Counties”), as authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), have jointly developed the I-77 Corridor Regional Industrial Park (“Park”);

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park (“Phase Agreements”);

WHEREAS, on April 15, 2003, the Counties entered into an agreement entitled “Master Agreement Governing the I-77 Corridor Regional Industrial Park” (“Master Agreement”), the provisions of which replaced all existing Phase Agreements and now govern the operation of the Park;

WHEREAS, Richland now desires to expand the boundaries of the Park and amend the Master Agreement to include property located in Richland and described by tax map number on the attached Exhibit A (collectively, “Property”); and

WHEREAS, Richland now desires to further amend the Master Agreement to amend the internal distribution of Richland’s revenues derived from the Park (“Park Revenues”).

NOW, THEREFORE, BE IT ORDAINED BY THE RICHLAND COUNTY COUNCIL:

Section 1. Expansion of Park Boundaries. There is hereby authorized an expansion of the Park boundaries to include the Property. The County Council Chair, or the Vice Chair in the event the Chair is absent, the County Administrator and the Clerk to the County Council are hereby authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the Master Agreement, the expansion shall be complete upon the adoption of this Ordinance by the Richland County Council and a companion ordinance by the Fairfield County Council.

Section 2. Amendment to Distribution of Park Revenues. There is hereby authorized an amendment to the Master Agreement to amend the internal distribution of the Richland’s Park Revenues. The County Council Chair, or in the Vice-Chair in the event the Chair is absent, the County Administrator and the Clerk to County Council are authorized and directed to execute and deliver the Amendment, the substantial form of which is attached as Exhibit B, with any revisions that are not adverse to the County, as may be approved by the County Council Chair in the name of and on behalf of the County, and the Clerk to County Council is authorized and directed to attest the same; and the County Council Chair is further authorized and directed to deliver the executed Amendment to Fairfield.

Section 3. Savings Clause. If any portion of this Ordinance shall be deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior ordinance, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective after third and final reading.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Kelvin Washington, Chair of County Council
Richland County, South Carolina

(SEAL)

Attest this 3rd day of April, 2012

Michelle Onley, Clerk to Council
Richland County, South Carolina

First Reading: March 6, 2012
Second Reading: March 20, 2012
Public Hearing: March 20, 2012
Third Reading: April 3, 2012

EXHIBIT A
DESCRIPTION OF PROPERTY

TMS #

16200-03-20
16209-01-01
16200-03-01
16100-02-20
16100-02-02
16100-02-04
16200-03-02
18900-01-01
14900-01-33
06013-01-25
11209-02-12
25800-01-01
25800-01-07
17600-01-33
14900-02-18
16200-06-03

EXHIBIT B
FORM OF AMENDMENT

**MASTER AGREEMENT
GOVERNING THE
I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

FAIRFIELD COUNTY, SOUTH CAROLINA

DATED AS OF APRIL 15, 2003

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
COLUMBIA, SOUTH CAROLINA
803-253-8917**

INSTRUCTIONS FOR COUNTY AUDITOR AND COUNTY TREASURER

THE TAX STATUS OF THE REAL AND PERSONAL PROPERTY LOCATED WITHIN THIS MULTI-COUNTY INDUSTRIAL PARK WILL BE EXEMPT FROM AD VALOREM TAXES AND WILL BE SUBJECT INSTEAD, UNDER THE TERMS OF THE STATE CONSTITUTION, TO A FEE-IN-LIEU OF AD VALOREM TAXES EQUAL TO WHAT THE TAXES WOULD HAVE BEEN. NOTE, THAT THE FEE-IN-LIEU PAYMENTS MAY BE REDUCED BELOW NORMAL AD VALOREM TAX RATES IN THE EVENT THE PROPERTY IS ALSO SUBJECT TO A NEGOTIATED FEE-IN-LIEU OF TAXES ("FILOT") ARRANGEMENT WITH EITHER RICHLAND OR FAIRFIELD COUNTY. THEREFORE, WHEN PREPARING THE FEE BILLS FOR THE REAL AND PERSONAL PROPERTY LOCATED IN THE PARK, PLEASE REFERENCE YOUR FILOT RECORDS TO ENSURE YOU ARE USING THE CORRECT MILLAGE RATE AND ASSESSMENT RATIO.

ONCE A FEE BILL HAS BEEN PAID, THE PROVISIONS OF THIS AGREEMENT WILL GOVERN HOW THE FEES RECEIVED ARE TO BE DISTRIBUTED AMONG THE VARIOUS TAXING ENTITIES WITHIN THE COUNTY. BY LAW, THE COUNTIES MAY UNDER THE TERMS OF THIS AGREEMENT ALTER THE CUSTOMARY DISTRIBUTION OF REVENUES.

QUICK REFERENCE GUIDE

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REVENUE DISTRIBUTION	3
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EXHIBIT B – 99/1 Properties.....	B-1

THIS AGREEMENT, made and entered into as of the 15th day of April 2003 by and between Richland County, a political subdivision of the State of South Carolina ("Richland"); and Fairfield County, a political subdivision of the State of South Carolina ("Fairfield") ("Richland" and "Fairfield" referred to collectively herein as the "Counties"), pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (the "Act").

RECITALS:

WHEREAS, in order to promote the economic welfare of their citizens, the Counties created the I-77 Corridor Regional Industrial Park (the "Park"); and,

WHEREAS, in response to requests from companies seeking to invest in either Richland or Fairfield, the Counties have heretofore expanded the boundaries of the Park to include additional property, which inclusion has afforded the requesting companies additional tax benefits under South Carolina law; and

WHEREAS, the Counties have entered into separate agreements to reflect each new phase of expansion of the Park ("Phase Agreements"); and

WHEREAS, in accordance with the Act, the Counties have provided for the sharing of expenses and revenues from the Park (hereafter, "Expenses" and "Revenues") in each of the Phase Agreements. The Counties initially established the revenue sharing ratio to allow the host county to retain 95% of the Revenues, with the partner county receiving 5% of the Revenues (this arrangement is hereafter referred to as "95/5"). The Counties later amended the revenue sharing ratio to allow the host county to retain 99%, with the partner county receiving 1% of the Revenues (this arrangement is hereafter referred to as "99/1"); and

WHEREAS, the Counties desire to preserve the revenue sharing scheme such that the 95/5 revenue sharing ratio is preserved on those properties to which it applies and the 99/1 revenue sharing ratio is likewise preserved and employed to any future expansions of the Park; and

WHEREAS, on September 4, 2001, the South Carolina Supreme Court issued an opinion in the case of *Horry County School District v. Horry County and the City of Myrtle Beach*, which provided guidance regarding provisions of the Act and established new requirements for the contents of multi-county park agreements; and

WHEREAS, in order to ensure compliance with the *Horry County School District* decision, the Counties now desire to adopt this Master Agreement (hereafter "Agreement"), which shall replace all of the Phase Agreements and serve as the governing document for the Park moving forward from the date hereof.

NOW, THEREFORE, on the basis of the premises and mutual covenants herein contained, the sufficiency of which consideration is acknowledged, the parties agree as set forth below:

ARTICLE I PARK BOUNDARIES

Section 1.01. Phase I of the Park. Phase I of the Park ("Phase I") shall consist of those properties to which the Counties have historically applied a 95/5 revenue sharing arrangement. These properties are identified by tax map number on the attached "**Exhibit A: 95/5 Properties.**" The Counties do not intend that there will be any future expansion of Phase I.

Section 1.02. Phase II of the Park. Phase II of the Park (“Phase II”) shall consist of those properties to which the Counties have historically applied a 99/1 revenue sharing arrangement. These properties are identified by tax map number on the attached “**Exhibit B: 99/1 Properties.**” The Counties intend that only Phase II will be subject to future expansion.

Section 1.03. Modification of Park Boundaries.

(a) The boundaries of the Park may be enlarged, to include additional properties in one or both Counties, or diminished from time to time, as authorized by ordinances adopted by the County Councils of both Counties.

(b) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and the attached Exhibit B shall be revised accordingly to reflect the addition of property to the Park or the removal of property from the Park. Each County shall file in its respective ordinance books either a copy or an original (depending on County practice) of the ordinance adopted by the County Council of such County pursuant to which such enlargement or diminution was authorized.

(c) Prior to the adoption by the Richland County Council and the Fairfield County Council of ordinances authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by the respective County Council of the County in which the area proposed for deletion is located. Notice of such public hearing shall be published in a newspaper of general circulation in that County at least once and not less than 15 days prior to such hearing.

(d) Notwithstanding the foregoing, for a period of 30 years commencing with the later of the effective date of this Agreement or the effective date of the expansion of the boundaries of the Park to include such parcel, the boundaries of the Park shall not be diminished so as to exclude therefrom any parcel of real estate without the consent of the owner and the Counties and, if applicable, lessee of such parcel; and this sentence of this Agreement may not be modified or deleted herefrom for a period of thirty (30) years commencing with the effective date hereof; except as provided below.

**ARTICLE II
TAX STATUS OF PROPERTIES LOCATED IN THE PARK**

Section 2.01. Constitutional Exemption from Taxation. The Counties acknowledge that under the provisions of Article VIII, Section 13(D) of the South Carolina Constitution, all real and personal property located in the Park shall be exempt from all *ad valorem* taxation.

Section 2.02. Fee-in-Lieu of Taxes. Property located in the Park shall be exempt from *ad valorem* taxation only during the term of this Agreement. The owners or lessees of any property situated in the Park shall pay in accordance with and during the term of this Agreement an amount equivalent to the *ad valorem* property taxes or other in lieu of payments that would have been due and payable but for the location of such property within the Park.

Section 2.03. Negotiated Fee-in-Lieu of Taxes. The amount of the annual payments due from the owner or lessee may be reduced if the owner or lessee has negotiated a FILOT incentive with either Richland or Fairfield pursuant to the provisions of Sections 12-44-10, *et seq.*, 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law. In such case, the terms of the executed FILOT agreement between the company and the applicable county shall govern the calculation of the annual FILOT payment.

ARTICLE III
SHARING OF REVENUES AND EXPENSES OF THE PARK

Section 3.01. Expense Sharing. The Counties shall share Expenses including, but not limited to, development, operations, maintenance and promotion of the Park. If the property is located in Fairfield, then Fairfield shall bear 100% of such expenses. If the property is located in Richland, then Richland shall bear 100% of such expenses. The Counties reserve the right to negotiate on a case-by-case basis the sharing of any additional expenditures that may be approved by both the Richland County Council and the Fairfield County Council.

Section 3.02. Revenue Sharing.

(a) Revenues generated within the Park from sources other than fees in lieu of *ad valorem* taxes shall be distributed directly to Fairfield and Richland according to the proportions established in this Section 3.02 herein to be expended in any manner as the County Council of each County deems appropriate.

(b) The Counties shall share all of the Revenues received in lieu of *ad valorem* taxes from properties located in the Park.

With respect to Phase I of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 95% of such Revenues and transmit 5% of such Revenues to Fairfield.

With respect to Phase II of the Park, if Revenues are generated by properties located in Fairfield, then Fairfield shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Richland. Likewise, if Revenues are generated by properties located in Richland, then Richland shall, after reimbursing itself for expenditures made to attract a particular investment and/or making any reductions required by law or other agreement, retain 99% of such Revenues and transmit 1% of such Revenues to Fairfield.

Section 3.03. Revenue Distribution Within Each County.

(a) In accordance with the provisions of the *Horry County School District* case, the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. If Revenues are generated by properties located in Richland, then Richland shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Richland County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

(b) Either County may unilaterally amend the distribution scheme applicable to such County and set forth in section (a) above. Such amendment must be accomplished by passage of an ordinance.

Section 3.04. Annual Report and Disbursement. Not later than July 15 of each year, starting July 15, 2004, each of the Counties shall prepare and submit to the other County a report detailing the Revenues owed to the other County under the terms of this Agreement. A check for the amount reflected in the report shall be delivered at the same time.

ARTICLE IV MISCELLANEOUS

Section 4.01. Jobs Tax Credit Enhancement. Business enterprises locating in the Park shall be entitled to such enhancement of the regular jobs tax credits authorized by Section 12-6-3360 of the Code of Laws of South Carolina 1976, as amended, or any successive provisions, as may be provided under South Carolina law.

Section 4.02. Assessed Valuation. For the purpose of bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to the counties which are party to this Agreement must be identical to the percentage of total fee-in-lieu of *ad valorem* tax revenues retained and received by each such County in the preceding fiscal year.

Section 4.03. Non-Qualifying Use. In the event that a tract or site of land located in the Park is purchased and developed by a business enterprise which locates employees within the Park and which employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in South Carolina Code of Laws, 1976, as amended, Section 12-6-3360 (the "Non-Qualifying Site"), the Counties may remove, by ordinance, the Non-Qualifying Site from the Park pursuant to the provisions of Section 1.03(c) hereof.

Section 4.04. Records. The Counties covenant and agree that, upon the request of either, the other will provide to the requesting party copies of the records of the annual tax levy and copies of the actual fee-in-lieu of tax bills, for parcels of property encompassed by this Agreement, and will further provide copies of the County Treasurer's collection records for the fees-in-lieu of taxes so imposed, all as such records became available in the normal course of County procedures.

Section 4.05. Applicable Law. In order to avoid any conflict of laws or ordinances between the Counties, the County ordinances of the County in which a parcel of Park property is located will be the reference for such regulations or laws in connection with that part of the Park. Nothing herein shall be taken to supersede any state or federal law or regulation. The County in which Park property is located is specifically authorized to adopt restrictive covenants and land use requirements for that part of the Park at that County's sole discretion. This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

Section 4.06. Law Enforcement. The Sheriff's Department for each respective County will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park located in that County and fire, sewer, water and EMS service for that part of the Park will be provided by the applicable service district or other political unit within that County.

Section 4.07. *Binding Effect of Agreement.* This Agreement serves as a written instrument, which is binding upon the signatory parties.

Section 4.08. *Severability.* In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

Section 4.09. *Complete Agreement: Amendment.* This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understandings, whether oral or written, with respect to the subject matter hereof, and no party hereto shall be bound by any oral or written agreements, statements, promises, or understandings not specifically set forth in this Agreement. Except for the amendment provided for in Section 3.03(b) above, this Agreement may be amended upon the adoption of an ordinance by both of the respective County Councils of Richland and Fairfield.

Section 4.10. *Counterpart Execution.* This Agreement may be executed in multiple counterparts.

Section 4.11. *Termination.* Notwithstanding any provision of this Agreement to the contrary, Fairfield and Richland agree that this Agreement may not be terminated by either party for a period of 30 years commencing with the effective date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

Witness:

RICHLAND COUNTY, SOUTH CAROLINA

Ashley Bloom

By: Emmie J. Scott
Council Chair

T. Cary McSwain

Attest: Michelle R. Gannon-Dricks
Clerk to County Council

Witness:

FAIRFIELD COUNTY, SOUTH CAROLINA

Reba S. Clouney

By: [Signature]
Council Chair

Thomas Richardson

Attest: [Signature]
Clerk to County Council

**AMENDMENT TO MASTER AGREEMENT
GOVERNING THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK**

This Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Amendment”) is effective April 3, 2012.

WHEREAS, pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, as amended, and Title 4, Chapter 1, Section 170 of the Code of Laws of South Carolina, 1976, as amended (“Act”), Richland County, South Carolina (“County”) and Fairfield County, South Carolina (“Fairfield”) entered into the Master Agreement Governing the I-77 Corridor Regional Industrial Park between Richland County, South Carolina and Fairfield County, South Carolina (“Agreement”) a copy of which is attached as Exhibit A;

WHEREAS, each capitalized term not defined in this Amendment has the meaning as provided in the Agreement and, if not provided in the Agreement, as provided in the Act;

WHEREAS, pursuant to the Act and Section 3.03(b), the County is authorized to unilaterally determine and amend the manner in which the County’s portion of the Revenues are internally distributed within the County;

WHEREAS, the County now desires to amend Section 3.03(a), to modify the internal distribution of the County’s Revenues; and

WHEREAS, by Ordinance No. [], the County authorized the execution and delivery of this Amendment.

NOW, THEREFORE, the County amends the Agreement as follows:

Section 1. Amendment to Internal Distribution of Revenues. As authorized by the Act and Section 3.03(b), the County modifies the internal distribution of the County’s Revenues by amending Section 3.03(a) of the Agreement through the insertion of following underlined language:

Section 3.03. Revenue Distribution Within Each County.

(a) In accordance with the provisions of the *Horry County School District* case, the Counties acknowledge they are required to set forth herein the scheme for distribution of Revenues received from the Park to other taxing entities within each of the Counties. Fairfield hereby elects to retain all of the Revenues from the Park. If Revenues are generated by properties located in Richland, then Richland shall retain a portion as may be necessary to reimburse it for any investments made in relation to attracting each new tenant in the Park. The Richland County Council reserves the right to determine the reimbursement amount on a case by case basis. Revenues remaining after such reimbursement shall be distributed on a pro-rata basis to the entities that would otherwise, at the time the property is included in the Park, be eligible to levy tax millage on the properties located in the Richland portion of the Park, if such properties were not located in the Park. Any school districts receiving a distribution of Revenues, shall divide the Revenues on a pro rata basis between operational and debt service expenditures in accordance with the amount of operating and debt service millage levied by such school district or collected on behalf of such school district.

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

Section 3. Execution. This Amendment may be executed, in original, by electronic means, or by facsimile, and is effective on delivery of the Amendment to Fairfield.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Kelvin Washington, Chairman
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

**EXHIBIT A
MASTER AGREEMENT**

Richland County Council Request of Action

Subject

Purchase of John Deere Excavator [**PAGES 253-255**]

Notes

March 27, 2012 - The committee voted to send this item to Council without a recommendation. The committee directed staff to provide Council with the list of firms that bid and the amount of the bids. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Purchase of a John Deere 135D 15 Ton Hydraulic Excavator

A. Purpose

County Council is requested to approve a purchase in the amount of \$160,787.62 for a John Deere 15-ton zero turn excavator, Model Number 135D, from Flint Equipment Company located in West Columbia. The purchase is for the Roads and Drainage Division of the Department of Public Works, with available funds in budget account 3020735.5314.

B. Background / Discussion

The new excavator will be replacing a Caterpillar 330 CL, a 2004 model weighing more than twice as much as this unit. Being smaller and lighter, the new equipment will increase transportability and efficiency, making it suitable for a greater number of worksites. It will also use less fuel, while meeting the latest EPA Tier Three emissions standards. This engine will dramatically reduce nitrous oxide and particulate emissions, as called for in the Richland County Directive on Air Quality Policies. The zero-turn feature greatly enhances safe operation of the unit because the cab/engine compartment can turn nearly within the radius of the tracks, significantly minimizing the risk of striking a worker or damaging property in the work area.

A bid process was conducted by Procurement, and the most responsive and responsible bidder was determined to be Flint Equipment Company, in West Columbia, who offered the John Deere Model 135D excavator.

C. Financial Impact

The financial impact to the County will be the purchase of the excavator, available in the budget of the Roads and Drainage Division of the Department of Public Works. The total cost of the excavator is \$160,787.62.

2011 John Deere Model 135D Excavator	\$ 150,269.00
South Carolina Sales Tax	\$ 10,518.62
Total Cost	\$ 160,787.62

D. Alternatives

There are two alternatives available:

1. Approve the request to purchase the excavator for the Roads and Drainage division of the Department of Public Works.
2. Do not approve the request to purchase the excavator for the Roads and Drainage Division of the Department of Public Works.

E. Recommendation

Recommended by: David Hoops, Director Department: Public Works Date: March 13, 2012

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date: 3/13/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Procurement

Reviewed by: Rodolfo Callwood

Date: 3/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/14/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

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

Administration

Reviewed by: Sparty Hammett

Date: 3/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend Council approval of the request to purchase the excavator for the Roads and Drainage division of the Department of Public Works.

Richland County Council Request of Action

Subject

Decker Center Remodeling [**PAGES 256-259**]

Notes

March 27, 2012 - The committee forwarded this item to Council without a recommendation. The vote in favor was unanimous.

Richland County Council Request of Action

Subject: Decker Center Remodeling

A. Purpose

It is requested that County Council identify and approve a funding plan to complete the renovation and retrofitting of the previous (Decker Mall) facility. The redesign plan seeks to make it as energy efficient as possible and to conform to preexisting space to accommodate associated workflows within a predetermined structural footprint.

B. Background / Discussion

A request for qualifications (RFQ), RC-027-Q-101, for the Decker Center Remodeling Design was published on June 9, 2011 for which we received nine (9) submittals on July 8, 2011. The RFQ evaluation process allowed for a three phase evaluation process. The first phase of evaluation of the nine submittals was conducted and the qualifiers were ranked from a total score of 300.

In the second phase we requested the two top qualified firms to provide an oral interview and give an electronic presentation for further evaluation and selection of the top qualified firm. The evaluation team selected the Boudreaux Group as the top evaluated firm.

The third phase obtained County Council approval to negotiate between the Boudreaux Group and Richland County Government (Procurement, Support Services, Administration and departments that have a stake in the design and remodeling).

The purpose of the ROA is determining funding for the renovation.

C. Financial Impact

After completing a space needs assessment with each of the impacted groups, the cost of the redesign project was estimated at a cost between \$21 - \$28m. The cost has since been adjusted and current cost estimate is \$21m. The County Administrator has provided the attached worksheet with a recommended funding strategy for County Council to consider for the renovation project.

D. Alternatives

1. Approve the funding option 1.
2. Approve an alternative funding option.
3. Do not approve a funding option.

E. Recommendation

Approve alternative # 1 and approve the County Administrator's recommendation for funding the renovation project.

Recommended by: County Administration

Department: Administration Date: 3/7/12

F. Reviews

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

Finance

Reviewed by: Daniel Driggers

Date:3/15/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Legal

Reviewed by: Elizabeth McLean

Date: 3/16/12

Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation:

Policy decision left to the discretion of Council. Recommend any use of bonds for funding go through bond counsel, if necessary.

Administration

Reviewed by: Tony McDonald

Date: 3/16/12

✓ Recommend Council approval

Recommend Council denial

Council Discretion (please explain if checked)

Comments regarding recommendation: Recommend approval of the funding strategy as proposed.

Funding Options for Decker Center Renovation

Total Project Cost: \$21m

Funding Recommendation:

- | | |
|-----------------------------------------------------------------------|--------|
| a) Utilize current bond proceeds for Decker renovation | \$7.0m |
| b) Designate portion of 2012 bond issue for Economic Development | \$5.6m |
| c) Designate portion of 2012 bond issue for Public Safety facility | \$1.6m |
| d) Designate portion of 2012 bond issue for Detention Center facility | \$2.0m |
| e) Appropriate fund balance from the General fund | \$4.8m |
| a. Amount would be restored in a subsequent period. | |

Richland County Council Request of Action

Subject

Council Member Individual Discretionary Account Motions [**PAGES 260-264**]

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>1. Staff in conjunction with the Finance and Legal Departments will develop a policy relating to Richland County Council members individual spending accounts so that each council person will be restricted to only spending their authorized amount.</p>	<p>Malinowski/A&F, 2/7/2012</p>	<p>Staff, Finance and Legal to create policy restricting overspending.</p>	<p>Forwarded to R&A from the A&F on 3/27/2012</p>
<p>2. Staff in conjunctions with the Finance and Legal Departments will develop a policy relating to Richland County Council member's individual spending accounts so that each council person, as well as other line items for which County Council authorizes spending in conjunction with the annual budget process, will be restricted to only spending their authorized amount.</p>	<p>Manning/A&F, 2/7/2012</p>	<p>Staff, Finance and Legal to develop a policy to make the Council's accounts a line item to be handled during the budget process.</p>	<p>Forwarded to R&A from the A&F on 3/27/2012</p>
<p>3. To have the following sent to the R&A Committee for review & recommendation: County Council Expense Accounts – (1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid from the Council member's paycheck. OR (b) The Council member may solicit additional expense account funds from another Council member who has unspent funds in</p>	<p>Pearce/R&A 3/20/2012</p>	<p>Rules Committee to review and come back to Council with recommendations to establish a rule to allow for the use of another Council member's account, and guidelines to refund the individuals overspent account and reimbursement to the solicited Council member's account.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>his/her account. The R&A Committee will develop a form that includes a section for the Council member soliciting the funds to sign & a section for the granting Council member to sign approving the request for transfer of funds. Once completed, the form will be turned in to the Clerk of Council who will send the signed request to the Finance Dept. where the appropriate transfer of funds & accounting can take place. The Clerk of Council will also maintain a file copy of the form in the Council office. PLEASE NOTE: This is simply a “suggestion” as to how we might deal with this matter. I am certainly open to any ideas any of you might have as to how this might be improved upon.</p>			
<p>4. To have the following sent to the R&A Committee for review & recommendation: County Council Expense Accounts – (1) Each Richland County Council member will be annually allocated an expense account in the amount of \$7,000 to be used at his/her discretion according to the rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (2) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she must complete one of the following: (a) The amount overspent by the Council member must be repaid to the County prior to the end of the fiscal year in which the excess spending occurred. If the deficiency is not</p>	<p>Rose/R&A, 3/20/2012</p>	<p>To have the Rules Committee to bring back a recommendation to have the Council member to repay overspent account prior to the end of the fiscal year, or have the amount deducted from their pay check.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
corrected within 30 days of the beginning of a new fiscal year, the deficiency will be repaid from the Council member's paycheck.			
<p>5.Motion to have the following sent to the R&A Committee for review & possible action: County Council Expense Accounts –(a) Each Richland County Council member will be annually allocated an expense account in the amount of\$7,000 to be used at his/her discretion according to the Rules established by Council. Council members are encouraged to contain their expenses within the Council approved amount. (b) Each member will be allowed to rollover up to \$700 (10%) unspent from the ending fiscal year into the new fiscal year by written request to Administration. (c) In the event that a Council member exceeds the \$7,000 expense account allocation, he/she would be allowed to have up to \$700 (10%) deducted from the new year's \$7,000 allotment. (d) In the event that a Council member exceeds the allowable expense account allocation as noted in # C above, he/she must do one of the following: (1) The Council member may solicit additional expense account funds from another Council member who has unspent funds in his /her account. (The R&A Committee will create a form to authorize the Finance Dept. to make the appropriate</p>	<p>Manning/R&A, 3/20/2012</p>	<p>To have the Rules Committee to review a possible policy for Council members to rollover \$700(10%) of their unspent account at the end of the fiscal year into the new fiscal year, with a written request to Administration. If a council member exceeds their \$7,000 allotment plus the \$700 carried over, they could solicit additional funds from another member. The Rules Committee is to create a form authorized by Finance to make the transfer. The Council member must repay the County by September 1st, if not the amount would be garnished from that member's paycheck.</p>	

Council Member Individual Discretionary Account Motions

Motion	Maker of Motion/Committee & Date	Directive	Action Taken
<p>transfer. OR (2) The amount overspent by the Council member must be repaid to the County by first day of September. If the overage amount is not paid by the first day of September, the monies will be garnished from the Council member's paycheck.</p>			

Note: Highlighted information denotes the differences in the motions.

Richland County Council Request of Action

Subject

Reviewing Committee Qualifications [**PAGES 265-267**]

Boards and Committees with Special Requirements

Accommodations Tax Committee

State Law requires:

- Majority of the seven member committee come from the hospitality industry
- At least two member must be from the Lodging industry
- One member must represent cultural organizations

Airport Commission

- Two of the nine members must reside within one mile of the airport

Appearance Commission

- One member must be a landscape architect or landscaper
- One member must be a horticulturalist

Building Codes Board of Adjustments

- There must be a licensed electrician, architect, contractor, engineer, builder, plumber, and someone that handles gas
- The other four members must come from the fire protection industry

Business Service Center Appeals Board

- Three of the five members must be CPAs
- One member must be from the SC Bar Association
- One person must be from the business community
- Only one Richland County Employee can serve at a time

East Richland Public Service Commission

- All five members must reside or be electors of the district

Internal Audit Committee

o First Appointee

- Appointment must be a citizen of Richland County.
- Must have, at a minimum, Bachelor of Science (BS) degree in an accounting, a financial and/or a managerial discipline.
- Preference will be given to individuals with Certified Public Accountant (CPA) credentials (currently licensed in South Carolina)
- Preference will be given to individuals with at least ten or more years of experience in the accounting, finance and /or management professions of which must be in an upper management role.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

○ Second Appointee

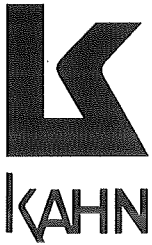
- Must also be a citizen of Richland County.
- While no other qualifications are required for Appointment #2, preference may be given to individuals with some or all of the qualifications required for Appointment #1.
- Appointment to be made by a majority vote of the County Council (per ordinance).
- Appointment shall be for a one-year term, with up to three term renewals (per ordinance).
- Appointee will be required to sign a conflict of interest statement.
- Appointee will be required to sign a confidentiality agreement.

All board and committee member must be residents of Richland County

Richland County Council Request of Action

Subject

Work Authorization re: \$22M Option for Regional Recreation Complex [**ACTION**] [**PAGES 268-272**]



M.B. Kahn Construction Co., Inc.

P.O. BOX 1179 / COLUMBIA, SC 29202 / PHONE (803) 736-2950 / FAX (803) 736-9501

Since 1927

CONSTRUCTION
MANAGEMENT
DIVISION

March 29, 2012

Ms. Roxanne Ancheta
Assistant to the County Administrator
Richland County
P. O. Box 192
Columbia, South Carolina 29202

**RE: Richland County Recreation / Entertainment Complex
Work Authorization Number 5 (\$22M Optional Plan)**

Ms. Ancheta;

M. B. Kahn is pleased to submit the enclosed proposal for your consideration. This proposal includes services for a Financial Analysis of the proposed Optional Plan, a Soccer Tournament Complex.

We are available to meet with you after you have had a chance to review the enclosed information so that we may respond to any questions you may have relative to the scope and cost. Please let us know if you wish to meet.

Sincerely,

M. B. KAHN CONSTRUCTION CO., INC.

Construction Management Division



Robert H. Brax
Director of Pre-Construction Services

Enc. Scope of Work; Fee Proposal; Work Authorization

CC: B. Cram



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

SCOPE OF WORK

FINANCIAL ANALYSIS

Financial Analysis will include development of financial models for the operational aspects of the recreation complex based on the revised project scope. Our team will prepare an operating financial pro-forma to show potential Return on Investment (ROI) as a percentage of gross revenues plus anticipated economic impact. This analysis will allow Richland County to satisfy itself that the project costs and returns on investment are consistent with their overall project goals.

Work necessary to conduct this portion of services will be based on the revised project scope and includes:

- Assess the Complex's mix-use features (athletics, food/beverage, etc) and their general capacities
- Prepare an economic feasibility study
- Develop a preliminary facility operations & marketing plan
- Gather operating cost information on comparable facilities
- Develop preliminary tournament and facility rental schedules
- Develop preliminary per capita spending forecasts
- Develop detailed operating expense forecast
- Develop preliminary revenue forecasts
- Develop a five to ten year cash flow analysis
- Assemble financial analysis



RICHLAND COUNTY RECREATION COMPLEX

Richland County, SC

FEE PROPOSAL BREAKDOWN (W.A. #5)

(\$22M Optional Plan)

FINANCIAL ANALYSIS	\$53,100
Operations Pro-Forma	
Anticipated Economic Impact	
Associated Program Management Services	
TOTAL	\$53,100



RICHLAND COUNTY RECREATION / ENTERTAINMENT COMPLEX

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

Richland County Recreation / Entertainment Complex

Work Authorization No. 5

It is agreed to undertake the following work in accordance with the provisions of our Prime Agreement for Professional Services dated April 1, 2010.

Description of Work Authorization: Financial Analysis as described in M.B. Kahn's proposal dated March 29, 2012 (*copy attached*).

Basis of Compensation / Period of Services: A fixed fee of Fifty-Three Thousand One Hundred Dollars (\$53,100.00). Services described herein shall be completed in 30 days of the executed work authorization, subject to updates and modifications as the project progresses.

Agreed as to scope of services, time schedule, and budget:

For Richland County, South Carolina

Date

For M. B. Kahn Construction Co., Inc.

Date

Attachment: MBK Proposal Dated 3/29/2012 (3 pages)

Richland County Council Request of Action

Subject

Report of Airport Commission

- a. Curtiss-Wright Hangar [**PAGES 273-274**]



◆ 1400 Jim Hamilton Blvd ◆ Columbia, SC 29205 ◆

Report of Richland County Airport Commission

a. Curtiss-Wright Hangar

“That the Richland County Airport Commission recommends to the Richland County Council that a Request for Proposal (RFP) be expeditiously developed and issued for the restoration and redevelopment of the Curtiss-Wright Hangar. The RFP should be broad in nature and identify the financial and development concepts being proposed.”

Richland County Council Request of Action

Subject

Report of Decker Center Space Allocation Committee:

- a. Direct Administration to have the Design group draw Community Space and public restroom access inside the building for mixed use.
- b. Direct Administration to have the Design group draw power outlets in the parking lot for "Community Center" event use.

Richland County Council Request of Action

Subject

- a. Motion for a resolution in honor of Frank Houston for his 10 plus years of dedicated service to the conservation commission of Richland County. **[ROSE]**
- b. Motion that Council institute Amy Barch's "Turning Leafs Project" at the Richland County Detention Center. This is a project designed to rehabilitate inmates to help them escape lives of crime and become productive citizens in the community. **[ROSE]**
- c. All committee items being sent to full Council will not automatically be placed on the consent agenda but be listed as First Reading items. The rationale is that only three persons could be present for the quorum and if all voted for the item it goes on the consent and this is only about 27% of Council. **[MALINOWSKI]**
- d. Cost estimates for any project will not be divulged in any reports until the bid process is complete. If Council desires that info it can be provided in Executive Session. The current way of showing these cost estimates only allows bidders to know an approximate area to bid in based on estimates rather than providing a true bid for services. **[MALINOWSKI]**
- e. Proclamation in support of Cinco de Mayo Celebration **[WASHINGTON]**
- f. Motion for a resolution in honor of Gail McFall. Ms. McFall was a Richland County employee in the Clerk of Court's Office for over twenty years. Tragically, she passed away last month in an automobile accident. She will be remembered for her huge smile, enjoyment of life, and larger than life personality. **[ROSE]**

Richland County Council Request of Action

Subject

For Items on the Agenda Not Requiring a Public Hearing