



**RICHLAND COUNTY COUNCIL
REGULAR SESSION AGENDA**

**MAY 20, 2014
6:00 PM**

CALL TO ORDER

THE HONORABLE NORMAN JACKSON

INVOCATION

THE HONORABLE DAMON JETER

PLEDGE OF ALLEGIANCE

THE HONORABLE DAMON JETER

Approval Of Minutes

1. Regular Session: May 6, 2014 [PAGES 7-24]

Adoption Of The Agenda

Report Of The Attorney For Executive Session Items

2. a. Personnel Matter

Citizen's Input

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

Report Of The County Administrator

4. a. Fleet Management Recognition
- b. Employee Recognition
- c. CRW Software Transition
- d. Employee Introduction
- e. Comprehensive Plan Update

Report Of The Clerk Of Council

5. REMINDER: Budget Meetings
 - a. May 22nd, 6:00 PM - Public Hearing
 - b. May 29th, 6:00 PM - 2nd Reading of Budget (Grants Only)
 - c. June 5th, 6:00 PM - 2nd Reading of Budget (Non-Grant Items)

Report Of The Chairman

6. a. Meeting with Lexington County Council
- b. Small Business Week
- c. Personnel Matter/Contractual Matter [Executive Session]

Presentations

7. a. EdVenture Children's Museum: Nikki Williams, Vice President of Education

Open/Close Public Hearings

8. a. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto
- b. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Pasta Company to provide an Infrastructure Credit; and other matters related thereto
- c. Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto

Approval Of Consent Items

9. 14-02MA
Noralba Hurtado
RU to GC (.45 Acres)
10356 Broad River Rd.
03300-06-10 [THIRD READING] [PAGES 32-33]
10. 14-03MA
Preston Young
RU to OI (1.5 Acres)
Cabin Creek Rd.
21615-04-26 [THIRD READING] [PAGES 34-35]
11. 14-06MA
Jimmy Derrick
RS-MD to NC (3.83 Acres)

6405 Monticello Rd.
09401-06-09 **[THIRD READING] [PAGES 36-37]**

12. 14-07 MA
W. D. Morris
GC to LI (3.2 Acres)
Two Notch Rd. & Brickyard Rd.
22804-04-10 **[THIRD READING] [PAGES 38-39]**
13. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto **[THIRD READING] [PAGES 40-69]**
14. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto **[THIRD READING] [PAGES 70-77]**
15. Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto **[THIRD READING] [PAGES 78-111]**
16. An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1); Subparagraph h; so as to delete reference to pole color **[THIRD READING] [PAGES 112-114]**
17. An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to only allow shipping containers as an accessory use in the RU (Rural), GC (General Commercial District), M-1 (Light Industrial District), LI (Light Industrial) and HI (Heavy Industrial) Zoning Districts **[THIRD READING] [PAGES 115-119]**
18. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements **[SECOND READING] [PAGES 120-123]**
19. An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance **[SECOND READING] [PAGES 124-128]**
20. An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add five (5) full time positions for the establishment of the SLBE Program **[SECOND READING] [PAGES 129-153]**

21. An Ordinance Authorizing a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) [SECOND READING] [PAGES 154-155]

Third Reading Items

22. An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location [PAGES 156-158]

Report Of Economic Development Committee

23. a. I-77 Alliance [PAGES 159-161]

Report Of Rules And Appointments Committee

1. Notification Of Vacancies

24. Board of Zoning Appeals-1; there is one vacancy on this board

Sheldon L. Cooke, Sr., January 15, 2016 (resigned)

25. Building Codes Board of Appeals-3; there will be three vacancies on this board:

Lasenta Lewis-Ellis (Contractor), June 21, 2014

Ralph K. Foster, III, PE (Fire Committee), June 21, 2014*

William Bailey Kauric (Fire Committee), June 21, 2014*

26. Community Relations Council-4; there will be four vacancies on this council:

Karen Jenkins, June 30, 2014

Josephine McRant*, June 30, 2014

Sarah B. Watson*, June 30, 2014

Roscoe Wilson*, June 30, 2014

* Eligible for reappointment

27. Historic Columbia Foundation-1; there will be one vacancy on this board:

John Kitchens, June 1, 2014*

Eligible for reappointment

28. Township Auditorium Board-1; there is one vacancy on this board:

Shawncee Sapp, March 3, 2014*

* Eligible for reappointment

2. Notification Of Appointments

29. Accommodations Tax Committee-3 (Positions are for: 1 Hospitality, 1 Lodging, and 1 at

Large); one application was received from the following person: **[PAGES 167-169]**

Michael Tandon

30. Building Codes Board of Appeals-1 (Position for a Plumber); there are no applicants for this position

31. Central Midlands Council of Governments-1; there is one vacancy on this board; one application was received from the following person: **[PAGES 171-174]**

Kendall Corley*

* Eligible for reappointment

32. Employee Grievance Committee-1; there is one vacancy on this committee; no applications were received.

33. Hospitality Tax Committee-1; there is one vacancy on this committee; no applications were received.

34. Procurement Review Panel-2; there are two vacancies on this board; no applications have been received

35. Township Auditorium Board-1; there is one vacancy on this board. Applications were received from the following: **[PAGES 178-182]**

Anthony J. Charles

John A. Pincelli*

* Eligible for reappointment

Other Items

36. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

a. Joint State Infrastructure Bank Application [ACTION] **[PAGES 183-261]**

b. Joint Resolution Supporting State Infrastructure Bank Application [ACTION] **[PAGES 262-265]**

37. a. Airport Subleasing Contract [ACTION] **[PAGES 266-267]**

38. REPORT OF HOSPITALITY TAX FEASIBILITY STUDY COMMITTEE:

a. Project "LM" [Executive Session]

b. Destination Facility Financing Options

c. Committee Recommendation to Council

Citizen's Input

39. Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

40. a. Based on Council concerns regarding the long term stability of Richland County's employee health insurance program, the Council Chair is asked to appoint an Ad Hoc Health Insurance Study Committee to meet with staff to review existing employee health care policies and explore potential alternatives to providing health care to Richland County employees and their families. The target date for completion of the Committee's work and generation of recommendations would be at a yet to be determined date in early 2015 sufficient for the inclusion of their report in the FY 2015-2016 budget deliberations [PEARCE]

b. I move that the Special Called Meeting -2nd Reading of Budget and Millage Ordinance [Grants Only] scheduled for Thursday, May 29, 2014 be re-scheduled to Wednesday, May 28, 2014 for the same time of day. Rationale - ETV, in collaboration with 7 newspapers across the state have scheduled a debate for U.S. Senate (the unexpired term of former U.S. Sen. Jim DeMint), Democratic candidates, May 29, 7:30 p.m. Out of respect for our colleague who is running for this seat and will need to take part in this event that was out of her control in scheduling, I think it only right and proper that Council make such a change that is in our control [MANNING]

Adjournment



Special Accommodations and Interpreter Services

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

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

Richland County Council Request of Action

Subject

Regular Session: May 6, 2014 [PAGES 7-24]



**MINUTES OF
RICHLAND COUNTY COUNCIL
REGULAR SESSION
MAY 6, 2014
6:00 PM**

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

OTHERS PRESENT – Tony McDonald, Roxanne Ancheta, Sparty Hammett, Warren Harley, Beverly Harris, Rob Perry, Chris Gossett, Daniel Driggers, Buddy Atkins, Justine Jones, Quinton Epps, Ismail Ozbek, Brad Farrar, Dale Welch, Annie Caggiano, Nelson Lindsay, Valeria Jackson, Jocelyn Jennings, Ronaldo Myers, Eva Prioleau, Tracy Hegler, John Hixon, Rudy Curtis, Geo Price, 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.

PRESENTATION OF RESOLUTIONS/PROCLAMATIONS

National Public Works Week Proclamation – Mr. Jackson and Ms. Dickerson, on behalf of Council, presented a proclamation in honor of “National Public Works Week” to Mr. Ozbek.

National Travel & Tourism Week Proclamation – Mr. Jackson and Ms. Dickerson, on behalf of Council, presented a proclamation in honor of “National Travel & Tourism Week” to Mr. Bill Ellen, President & CEO of the Midlands Authority for Conventions, Sports & Tourism.

Resolution Recognizing May 15th as National Peace Officers’ Memorial Day – Mr. Jackson and Ms. Dickerson, on behalf of Council, presented a resolution to Chief Birnie in honor of “National Peace Officers’ Memorial Day.”

APPROVAL OF MINUTES

Regular Session: April 15, 2014 – Mr. Manning moved, seconded by Ms. Dickerson, to approve the minutes as distributed. The vote in favor was unanimous.

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

Mr. Washington moved, seconded by Mr. Malinowski, to reconsider the portion of the minutes related to “An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards, Section 26-177, Lighting Standards; Subsection (B), Standards; Paragraph (1); Subparagraph H; so as to include brown and dark green poles”. The vote in favor was unanimous.

Mr. Washington moved, seconded by Mr. Malinowski, to amend the language to “delete reference to pole colors”. The vote in favor was unanimous.

ADOPTION OF THE AGENDA

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS

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

- a. **Robert Sweeper vs. Richland County – Litigation Update**
- b. **Personnel Matter(s)**
- c. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to Determine which purchasing decisions regarding purchasing made exclusively with monies raised through the Penny Tax are of such County-**

wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts

- d. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to amend certain sections referencing size standards to delete such standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate "SLBE Schedule of Size Standard Eligibility Requirements"; and amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; by adding a new division entitled 8, Commercial Nondiscrimination Ordinance**
- e. **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements**
- f. **Resolution Designating PDT Solicitation as Significant Purchase**

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Council went into Executive Session at approximately 6:18 p.m. and came out at
approximately 6:35 p.m.
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CITIZENS INPUT

Ms. Carol Kososki and Ms. Virginia Sanders spoke regarding the Haile Gold Mine.

REPORT OF THE COUNTY ADMINISTRATOR

- a. **Employee Recognition** – Mr. McDonald recognized Mr. Ronaldo Myers for being elected the American Jail Association’s 3rd Vice-President and the President of the South Carolina Jail Administrator’s Association.
- b. **Alvin S. Glenn Detention Center Accreditation** – Mr. McDonald recognized Mr. Ronaldo Myers for the Alvin S. Glenn Detention Center’s accreditation.
- c. **Library Bond Sale** – Mr. McDonald stated that the bonds were sold last week and received a rating of 3.04% for the bonds.
- d. **Employee Grievances (4)** – This item was taken up in Executive Session.
- e. **Community Development Presentation** – Ms. Valeria Jackson gave a brief presentation regarding the Community Development Week events.

REPORT OF THE CLERK OF COUNCIL

- a. **SCAC Annual Conference & Institute of Government Classes, August 2-6, 2014** – Ms. Onley reminded Council members about making reservations at the host hotel for the SCAC Annual Conference.
- b. **Dirt Road Paving Program Groundbreaking, May 8th, 11:30 AM, Mt. Pilgrim Baptist Church, 9300 Farrow Road** – Ms. Onley reminded Council about the Dirt Road Paving Program Groundbreaking.
- c. **REMINDER: Budget Work Sessions: May 8th [General Fund]; May 13th [Special Revenue, Enterprise and Millage Agencies]; and May 15th [Grants]** – Ms. Onley reminded Council about the upcoming budget work sessions.
- d. **Chamber of Commerce “Small Business Week” Presentation, May 13th, 2:00 PM, Chamber of Commerce** – Ms. Onley reminded Council about the Chamber of Commerce’s “Small Business Week” presentation on May 13th.
- e. **Richland County Soil & Water Conservation Annual Banquet, May 13th, 6:00 PM, SC Farm Bureau, 724 Knox Abbott Drive** – Ms. Onley reminded Council about the Soil & Water Conservation’s Annual Banquet on May 13th.
- f. **Turning Leaf Graduation, May 15th, 11:30 AM, Alvin S. Glenn Detention Center** – Ms. Onley reminded Council about the Turning Leaf Graduation on May 15th.

REPORT OF THE CHAIR

- a. **Personnel Matters** – This item was taken up in Executives Session.

OPEN/CLOSE PUBLIC HEARINGS

- **An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add two full time positions** – No one signed up to speak.
- **An Ordinance Amending the Fiscal Year 2013-2014 Community Development Department Budget for the development of one city block within Phase II of the Monticello Road Streetscape Project** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location** – No one signed up to speak.
- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; by adding Section 2-591 to authorize County Council to determine which purchasing decisions regarding purchasing**

made exclusively with monies raised through the Penny Tax are of such County-wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts – No one signed up to speak.

- **An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; Section 2-639, General Provisions; Subsection (c), Definitions; so as to amend the definition of Small Business Enterprise; and amending all sections referencing size standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate schedule to size standards – Mr. Dan Dennis spoke regarding this item.**

APPROVAL OF CONSENT ITEMS

- **An Ordinance Amending the Fiscal Year 2013-2014 Community Development Department Budget for the development of one city block within Phase II of the Monticello Road Streetscape Project [THIRD READING]**
- **14-02MA, Noralba Hurtado, RU to GC (.45 Acres), 10356 Broad River Rd., 03300-06-10 [SECOND READING]**
- **14-03MA, Preston Young, RU to OI (1.5 Acres), Cabin Creek Rd., 21615-04-26 [SECOND READING]**
- **14-06MA, Jimmy Derrick, RS-MD to NC (3.83 Acres), 6405 Monticello Rd. 09401-06-09 [SECOND READING]**
- **14-07MA, W. D. Morris, GC to LI (3.2 Acres), Two Notch Rd. & Brickyard Rd. [SECOND READING]**
- **Service (One Stop) Requests for Council**
- **Detention Center: Provide Epoxy Coating System for Phase I Housing Showers**
- **Quit Claim of Branning Drive**

Mr. Pearce moved, seconded by Mr. Rose, to approve the consent items. The vote in favor was unanimous.

THIRD READING ITEMS

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add two full time positions – Mr. Livingston moved, seconded by Mr. Malinowski, to approve this item. The vote in favor was unanimous.

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

An Ordinance Authorizing an Easement to 2T Properties LLC for a sanitary sewer line across land owned by Richland County; specifically a portion of TMS # 14900-01-02 – Mr. Rush moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to determine which purchasing decision regarding purchasing made exclusively with monies raised through the Penny Tax are of such County wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

Mr. Washington made a substitute motion, seconded by Ms. Dickerson, to defer this item until the May 20th Council meeting.

Mr. Livingston moved, seconded by Mr. Jeter, to request a five minute recess.

Council recessed at 7:10 p.m. and reconvened at 7:16 p.m.

Mr. Washington moved, seconded by Ms. Dickerson, to defer this item to the end of the agenda. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; Division 7, Small Local Business Enterprise Procurement Requirements; so as to amend certain sections referencing size standards to delete such standards from the ordinance and replace with language allowing the Richland County Council to set such standards in a separate "SLBE Schedule of Size Standard Eligibility Requirements"; and amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; by adding a new division entitled 8, Commercial Nondiscrimination Ordinance – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

The vote in favor was unanimous.

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

SECOND READING ITEMS

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location – Mr. Malinowski moved, seconded by Ms. Dixon, to approve version #2. A discussion took place.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to amend the ordinance to not name facilities after living individuals.

<u>For</u>	<u>Opposed</u>
Pearce	Dixon
Malinowski	Dickerson
Rose	Jackson
Jeter	Livingston
	Washington
	Rush
	Manning

The substitute motion failed.

The vote was in favor of the original motion.

Authorizing an Amendment to the Master Agreement Governing the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to ratify and approve the internal distribution of revenues received from property located in the park; and other related matters – Mr. Rush moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Pasta Company to provide an Infrastructure Credit; and other matters related thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1); Subparagraph h; so as to delete reference to pole color – Mr. Washington moved, seconded by Ms. Dickerson, to approve this item. A discussion took place.

Mr. Malinowski made a substitute motion, seconded by Ms. Dixon, to approve the ordinance with the language approved in the April 22nd Zoning Public Hearing minutes. A discussion took place. {The Minutes from the Zoning Public Hearing were reconsidered at this point.}

The vote in favor was unanimous for the original motion.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to only allow shipping containers as an accessory use in the RU (Rural), GC (General Commercial District), M-1 (Light Industrial District), LI (Light Industrial) and HI (Heavy Industrial) Zoning Districts – Ms. Dixon moved, seconded by Mr. Washington, to approve this item. The vote in favor was unanimous.

FIRST READING ITEMS

An Ordinance to raise revenue, make appropriations, and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2014 and ending June 30, 2015 [FIRST READING BY TITLE ONLY] – Mr. Washington moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

An Ordinance Authorizing the levying of ad valorem property taxes, which, together with the prior year's carryover and other State levies and any additional amount appropriated by the Richland County Council prior to July 1, 2014, will provide sufficient revenues for the operations of Richland County Government during the period from July 1, 2014, through June 30, 2015 [FIRST READING BY TITLE ONLY] – Mr. Rush moved, seconded by Ms. Dickerson, to approve this item. The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements – Mr. Jeter moved, seconded by Mr. Rush, to approve this item. A discussion took place.

The vote in favor was unanimous.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and emergency maintenance – Mr. Washington moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

Motion related to County Attorney's Representation of the Board of Elections and Voter Registration – Mr. Pearce stated that the committee recommended approval to request that the County Administrator initiate an immediate review and assessment of how much time Richland County is providing legal assistance to the Election Commission. Should the Administrator determine that the County Attorney's commitment of time is excessive to the extent that his duties to Richland County government are being significantly compromised, the Election Commission will either be held financially responsible for this time or they will be asked to employ outside legal counsel. The vote was in favor.

Potential Yard Waste Management Options – Mr. Pearce stated that the committee recommended Administration continue to, in the short-term, dispose of curbside yard waste in landfills and continue to grind wood waste into mulch/compost; expand as opportunities come along even to include some clean yard waste. Staff is to develop a strategic long-term solid waste management plan that has an economically viable and practical integrated yard waste management component. This could include feasible public-private partnerships. The vote was in favor.

Small Local Business Enterprise Program Design Model and Projected Budget Approval – Mr. Pearce stated that the committee recommended implementing the proposed SLBE program model and funding of five FTE positions for the Small Local Business Enterprise Program in FY14. A discussion took place.

Mr. Livingston made a substitute motion, seconded by Mr. Malinowski, to approve the Certification Specialist and Contracts and Compliance Specialist positions and to hold the remaining three vacancies open. A discussion took place.

The vote in favor was unanimous.

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

REPORT OF ECONOMIC DEVELOPMENT COMMITTEE

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 [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

An Ordinance Authorizing a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

An Ordinance Authorizing pursuant to Title 4, Chapter I, Section 170; Title 4, Chapter 1, Section 175; and Title 4, Chapter 29, Section 68 of the Code of Laws of South Carolina, 1976, as amended, the execution and delivery of a Special Source Revenue Credit Agreement relating to Project Cesium; and matters relating thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Resolution Authorizing the amendment of the restrictive covenants for the Richland Northeast Industrial Park – Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

Economic Development Office Lease Agreement – Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. **Committee recommendation to separate out Greenways from the Program Development Team RFQ and Contract** – Mr. Livingston stated that the committee recommended separating out greenways from the PDT RFQ. A discussion took place.

Ms. Dickerson made a substitute motion, seconded by Mr. Washington, to defer this item until the end of the agenda.

Ms. Dickerson rescinded her motion for deferral.

Ms. Dixon moved, seconded by Mr. Rose, to call for the question.

<u>For</u>	<u>Opposed</u>
Pearce	Jackson
Malinowski	Livingston
Rose	Washington
Dixon	Rush
Dickerson	Manning
	Jeter

The vote was in favor.

Mr. Manning moved, seconded by Ms. Dixon, to go into Executive Session to receive legal advice.

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**Council went into Executive Session at approximately 8:59 p.m. and came out at
approximately 9:18 p.m.**
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Ms. Dickerson moved, seconded Mr. Malinowski, to defer the item until Tuesday, May 13th immediately following the budget work session.

For

Dickerson
Washington
Rush

Opposed

Pearce
Malinowski
Rose
Dixon
Jackson
Livingston
Manning
Jeter

The motion failed.

Mr. Livingston made a substitute motion, seconded by Mr. Washington, to Incorporate in the request for qualifications for the Program Management a breakout of the greenways with a design build and bids. The bids will be treated the same way as the Program Management bids. A discussion took place.

Mr. Manning moved, seconded by Mr. Malinowski, to suspend discussion on the current item and take up item #20: "An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by Adding Section 2-591 to Authorize County Council to determine which purchasing decision regarding purchasing made exclusively with monies raised through the Penny Tax are of such County wide significance that County Council has the authority to make the final and conclusive determination to whom to award the contracts".

For

Pearce
Malinowski
Rose
Dixon
Dickerson
Rush
Manning
Jeter

Opposed

Jackson
Livingston
Washington

The vote was in favor.

Mr. Manning moved, seconded by Mr. Malinowski, to approve Item #20.

Mr. Livingston made a substitute motion, seconded by Mr. Washington, to defer Item #20 until immediately following the May 13th budget work session.

<u>For</u>	<u>Opposed</u>
Livingston	Pearce
Washington	Malinowski
Rush	Rose
	Dixon
	Dickerson
	Manning
	Jeter

The motion for deferral failed.

The vote for approval of Item #20 was in favor.

Ms. Dickerson moved, seconded by Mr. Manning, to reconsider Item #20. The motion failed.

Mr. Malinowski made a second substitute motion, seconded by Mr. Manning, to move forward as originally stated, i.e. as one package. The vote was in favor.

Mr. Rose moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

- b. Committee recommendation to have staff contact SCDOT in attempt to partner with them in their summer resurfacing contracts to include bike lanes and sidewalks on Transportation Penny funded bike/pedestrian projects**

Mr. Livingston stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

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

- c. Committee recommendation to have staff take the draft resurfacing list included in the agenda and work with individual Council members to finalize a resurfacing contract for 2014**

Mr. Washington moved, seconded by Ms. Dixon, to approve this item. A discussion took place.

The vote in favor was unanimous.

d. Resolution Designating PDT Solicitation as Significant Purchase

Mr. Livingston stated that the committee recommended approval of this item. The vote in favor was unanimous.

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

REPORT OF THE HOSPITALITY TAX FEASIBILITY STUDY AD HOC COMMITTEE

- a. Hospitality Tax Feasibility Studies** – Mr. Washington stated that a work session was held on Monday, May 5th to discuss the H-Tax Feasibility Studies in more detail with the consultants.
- b. Project Limited Money** – Mr. Washington stated that this item was discussed at the initial meeting of the Ad Hoc Committee meeting.
- c. Hospitality Tax Fund Update** – Mr. Washington stated that Mr. Driggers gave a brief update on the H-Tax Fund Balance.

All of the items above will be forwarded to the H-Tax Feasibility Study Ad Hoc Committee meeting that is slated to take place next week.

REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. Package B Bid results** – Ms. Dixon stated that the committee recommended staff's recommendation of Lane Construction for \$975, 232.05. A discussion took place.

The vote in favor was unanimous.

Ms. Dixon moved, seconded by Ms. Dickerson, to reconsider this item. The motion failed.

- b. Dirt Road Paving Project Development Process** – Ms. Dixon stated that the committee recommended approval of this item. The vote in favor was unanimous.
- c. Additional Dirt Road Paving Public Outreach** – Mr. Washington moved, seconded by Ms. Dixon, to continue outreach to acquire all easements of the dirt roads; complete the design work necessary for those dirt roads; prepare the bid packages ready for construction; and to pull from the construction on-call list.

Mr. Jeter moved, seconded by Ms. Dickerson, to defer this item to the Dirt Road Committee. The vote in favor was unanimous.

- d. **Dirt Road Paving Ordinance** – Ms. Dixon stated that the committee recommended approval of this item. A discussion took place.

The vote in favor was unanimous.

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

REPORT OF THE JAIL AD HOC COMMITTEE

- a. **Alvin S. Glenn Detention Center Management and Operations Study** – Mr. Rose stated that the committee held this item in committee.

OTHER ITEM

Haile Gold Mine Mitigation Comments – Mr. Pearce moved, seconded by Mr. Malinowski, to retain the first comment and amend the second comment as follows: Richland County requests that following the transfer to the South Carolina Heritage Trust of the property utilized for the compensatory mitigation located in Richland County, the South Carolina Department of Natural Resources will insure that fair and equitable access is guaranteed for every citizen wishing to utilize the property after its public use has been determined. A discussion took place.

Mr. Rose moved, seconded by Mr. Malinowski, to call for the question.

<u>For</u>	<u>Opposed</u>
Pearce	Dixon
Malinowski	Jackson
Rose	Livingston
Jeter	Washington
	Rush
	Manning

The motion failed.

Mr. Washington made a substitute motion, seconded by Mr. Jackson, to approve the comments as presented in the agenda packet. A discussion took place.

<u>For</u>	<u>Opposed</u>
Jackson	Pearce
Washington	Malinowski
	Rose
	Dixon
	Dickerson
	Livingston
	Rush
	Manning
	Jeter

The substitute motion failed.

Mr. Pearce amended his original motion as follows: (1) Richland County does not object to the issuance of the 404 Permit to the Haile Gold Mine, Inc. (HGM) by the U. S. Army Corps of Engineers (USACE). (2) In the event of a transfer of the property, Richland County requests before the transfer to the South Carolina Heritage Trust of the property utilized for the compensatory mitigation located in Richland County, the South Carolina Department of Natural Resources will insure that fair and equitable access is guaranteed for every citizen wishing to utilize the property after its public use has been determined. A discussion took place.

<u>For</u>	<u>Opposed</u>
Pearce	Jackson
Malinowski	Washington
Rose	
Dixon	
Dickerson	
Livingston	
Rush	
Jeter	

The vote was in favor of the amended original motion.

CITIZENS' INPUT

No one signed up to speak.

EXECUTIVE SESSION

=====
Council went into Executive Session at approximately 11:22 p.m. and came out at approximately 11:48 p.m.
=====

- a. **Robert Sweeper vs. Richland County** – No action was taken.

- b. **Personnel Matter(s)** – No action was taken.
- c. **Personnel Matter** – No action was taken.
- d. **Employee Grievances (4)** – Mr. Malinowski moved, seconded by Ms. Dixon, to move forward as directed in Executive Session.

MOTION PERIOD

- a. **With a growing aging population and growing county service needs. I move to develop “Richland County Commission on Aging”** – This item was referred to the D&S Committee.
- b. **I move to fund the SC Philharmonic at \$25,000 using FY14 Hospitality Tax funds** – This item was referred to the A&F Committee.
- c. **Move to initiate the competitive procurement process for the County’s recycling services** – This item was referred to the D&S Committee.
- d. **As cost savings measure my motion is to “Consolidate all printing and mailing operation countywide and put the operations under the Public Information Office.” This motion is to be taken up at budget time** – This item was referred to the A&F Committee.

ADJOURNMENT

The meeting adjourned at approximately 11:50 p.m.

Norman Jackson, Chair

Joyce Dickerson, Vice-Chair

Julie-Ann Dixon

Damon Jeter

Paul Livingston

Bill Malinowski

Jim Manning

Greg Pearce

Seth Rose

Torrey Rush

Kelvin E. Washington, Sr.

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

For Items on the Agenda Not Requiring a Public Hearing

Richland County Council Request of Action

Subject

- a. Fleet Management Recognition
- b. Employee Recognition
- c. CRW Software Transition
- d. Employee Introduction
- e. Comprehensive Plan Update

Richland County Council Request of Action

Subject

REMINDER: Budget Meetings

- a. May 22nd, 6:00 PM - Public Hearing
- b. May 29th, 6:00 PM - 2nd Reading of Budget (Grants Only)
- c. June 5th, 6:00 PM - 2nd Reading of Budget (Non-Grant Items)

Richland County Council Request of Action

Subject

- a. Meeting with Lexington County Council
- b. Small Business Week
- c. Personnel Matter/Contractual Matter [Executive Session]

Richland County Council Request of Action

Subject

- a. EdVenture Children's Museum: Nikki Williams, Vice President of Education

Richland County Council Request of Action

Subject

- a. An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto
- b. Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Pasta Company to provide an Infrastructure Credit; and other matters related thereto
- c. Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto

Richland County Council Request of Action

Subject

14-02MA
Noralba Hurtado
RU to GC (.45 Acres)
10356 Broad River Rd.
03300-06-10 **[THIRD READING] [PAGES 32-33]**

Notes

First Reading: April 22, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: April 22, 2014

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 03300-06-10 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 03300-06-10 from RU (Rural District) zoning to GC (General Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: March 25, 2014
2nd Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-03MA
Preston Young
RU to OI (1.5 Acres)
Cabin Creek Rd.
21615-04-26 [**THIRD READING**] [**PAGES 34-35**]

Notes

First Reading: April 22, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: April 22, 2014

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 21615-04-26 FROM RU (RURAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL 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 # 21615-04-26 from RU (Rural District) zoning to OI (Office and Institutional District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: March 25, 2014
2nd Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-06MA
Jimmy Derrick
RS-MD to NC (3.83 Acres)
6405 Monticello Rd.
09401-06-09 [**THIRD READING**] [**PAGES 36-37**]

Notes

First Reading: April 22, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: April 22, 2014

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 09401-06-09 FROM RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT) TO NC (NEIGHBORHOOD COMMERCIAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 09401-06-09 from RS-MD (Residential, Single-Family – Medium Density District) TO NC (Neighborhood Commercial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

14-07 MA
W. D. Morris
GC to LI (3.2 Acres)
Two Notch Rd. & Brickyard Rd.
22804-04-10 [**THIRD READING**] [**PAGES 38-39**]

Notes

First Reading: April 22, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: April 22, 2014

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 22804-04-10 FROM GC (GENERAL COMMERCIAL DISTRICT) TO LI (LIGHT INDUSTRIAL 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 # 22804-04-10 from GC (General Commercial District) zoning to LI (Light Industrial District) zoning.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of
_____, 2014.

Michelle Onley
Clerk of Council

Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Authorizing pursuant to Chapter 44 of Title 12, South Carolina Code of Laws, 1976, as amended, the execution and delivery of a Fee Agreement between Richland County, South Carolina and American Italian Pasta Company and matters relating thereto **[THIRD READING] [PAGES 40-69]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

FEE AGREEMENT

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

AMERICAN ITALIAN PASTA COMPANY

DATED
AS OF
May __, 2014

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EXHIBIT A *DESCRIPTION OF LAND*

FEE AGREEMENT

and entered into as of May ____

politic and corporate and a political subdivision of the State of South Carolina, acting by and governing body of the County; and AMERICAN ITALIAN PASTA COMPANY, a corporation organized and existing under the

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South the requirements of such Act, which identifies certain property of such companies as economic development property to induce such companies to locate in the State and to encourage companies now located in the State to expand their investments and thus make use of and employ manpower and other resources of the State;

WHEREAS, the County and the Company desire to enter into a Fee Agreement regarding the Project (as defined herein);

WHEREAS, pursuant to the Act and an Ordinance adopted on _____, 2014 (the determined that (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

WHEREAS, it is anticipated that the Project will represent an investment in the County of at least \$13 million (without regard to depreciation);

WHEREAS, pursuant to an Inducement Resolution dated April 15, 2014 (the Company, which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the Act using an assessment ratio of 6% and a fixed millage rate of 423.2 for 20 years, and the Project will remain in a multi-county industrial park for the Fee Term; and

WHEREAS, pursuant to the Ordinance, as an inducement to the Company to develop the Project, the County Council authorized the County to enter into the Fee Agreement with the Company which identifies the property comprising the Project as economic development property under the Act subject to the terms and conditions hereof;

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

**ARTICLE I
WAIVER OF RECAPITULATION; DEFINITIONS**

SECTION 1.1. *Waiver of Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55.

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

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

SECTION 1.3. *Definitions.*

“Act” means Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent of both parties.

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

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

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

“Company” means American Italian Pasta Company, a corporation duly organized under the laws of the State of Delaware, and its successors and assigns.

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

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

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

“Documents” means the Ordinance and this Fee Agreement.

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

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

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

“Fee Agreement” means this Fee Agreement dated as of May _____, 2014, between the County and the Company.

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

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

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date. The Investment Period may include an extension granted pursuant to the Act and Section 3.2(b) of this Fee Agreement.

“Multi-County Industrial Park” means an industrial or business park established by two or more counties acting under the provisions of Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, and Article VIII, Section 13, Paragraph D of the Constitution of the State of South Carolina.

Multi-County Industrial Park Agreement” means the 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, as amended.

“**Ordinance**” means the Ordinance adopted by the County on _____ 2014, authorizing this Fee Agreement.

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

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

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

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

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

“**State**” means the State of South Carolina.

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

ARTICLE II LIMITATION OF LIABILITY; INDUCEMENT

SECTION 2.1. *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision

or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Inducement.* The County and the Company acknowledge that pursuant to the Act, no part of the Project will be subject to *ad valorem* property taxation in the State, and that this factor has induced the Company locate the Project in the County. The County and the Company acknowledge that the total cost of the Project is approximately \$13 million (without regard to depreciation) at the Project has induced the County to offer the incentives described in the Fee Agreement.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County or the consummation of the transactions described in the Documents.

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

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

(f) Assuming the Act is constitutional, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County in accordance with their respective terms, except as such terms may be

(g)

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

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

(a) The County agrees to do all things deemed reasonably necessary by the Company in connection with the Project and in accordance with the Act all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State. Except as required by statute or law, the County will take no action with respect to the Project unless authorized or requested to do so by the Company.

(b) Provided that the Company meets the investment requirement referred to in Section 12-44-30(14) of the Act, on application by the Company pursuant to Section 12-44-30(13), the County shall consider a request of a an extension of the Investment Period of up to five (5) years, so that the Project's total investment period, as defined in Section 12-44-30(13) of the Act, may be up to ten (10) years.

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

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

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

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would

materially adversely affect the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

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

(f) In accordance with and as required by Section 12-44-40(G) of the Act, the Company commits to a Project which meets the minimum investment level required under the Act.

ARTICLE IV COMMENCEMENT AND COMPLETION OF THE PROJECT; MODIFICATIONS

SECTION 4.1. *The Project.*

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

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

(c) Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time under this Fee Agreement.

SECTION 4.2. *Diligent Completion.* The Company agrees to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed and to achieve the anticipated investment of \$13 million (without regard to depreciation) at the Project. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company shall not be obligated to complete the acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project as set forth in Article X herein.

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

ARTICLE V PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PROPERTY; REPLACEMENT PROPERTY; FEE TERM

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

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to each stage of the Project in an amount not less than the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a millage rate equal to the legally levied cumulative property tax millage rate applicable on June 30, 2013, which the parties understand to be 423.2 mills. Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

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

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

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

(d) If the Company does not achieve at least \$5 million (without regard to depreciation) of investment at the Project by the end of the Investment Period, then this Fee Agreement terminates and the Payments-in-Lieu-of-Taxes due on the Project are calculated, both retroactively to the Commencement Date and prospectively, as if the exemption for economic

development property under the Act were not allowed. The Company shall remit to the County, within 30 days of receipt of written notice from the County, the difference between (i) the Payments-in-Lieu-of-Taxes due on the Project as calculated under this subsection (d) and (ii) the Payments-in-Lieu-of-Taxes, previously remitted to the County.

(e) If, following the Investment Period, the Company does not maintain through the Fee Term investment at the Project which is equal to a minimum of \$5 million (without regard to depreciation), then this Fee Agreement terminates and the Payments-in-Lieu-of-Taxes due on the Project are calculated, prospectively, as if the exemption for economic development property under the Act were not allowed.

(f) Any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a) and (b), above, for a period not exceeding 20 years following the year in which such property was placed in service. Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year. More than one piece of replacement property can replace a single piece of economic development property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed. Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 20-year fee period for the property which it is replacing. Replacement Property is deemed to replace the oldest property subject to this Fee Agreement, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service.

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

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(d) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the

same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property.

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

ARTICLE VI PROPERTY TAX EXEMPTION AND ABATEMENT

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

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

(b) the County and the Company have not committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to *ad valorem* property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

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

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

ARTICLE VII EFFECTIVE DATE

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

ARTICLE VIII SPECIAL COVENANTS

SECTION 8.1. *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company utilizes confidential and proprietary processes and materials, services, equipment, trade secrets and techniques and that any disclosure of any information relating to such processes and materials, services, equipment, trade secrets or techniques, including but not limited to disclosures of financial, sales or other information to the Company and

the County. Therefore, the County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such confidential or proprietary information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; or (iii) shall disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law; provided, however, that the County shall have no less rights concerning information relating to the Project and the Company than concerning any other property or property taxpayer in the County. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, subject to the requirements of law, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to reasonably cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

SECTION 8.2. *Indemnification Covenants.*

(a) The Company shall and agrees to hold the County and its county council members, officers, agents and employees harmless from all pecuniary liability in connection with those reasons set forth in (i), (ii) or (iii) of Section 8.2(b) (including any claim for damage to property or any injury or death of any person occurring in connection with the planning, design, acquisition and carrying out of the Project) and to reimburse them for all reasonable expenses to which any of them might be put in the fulfillment of their obligations under this Fee Agreement in the implementation of its terms and provisions.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its county council members, officers, agents and employees shall incur any pecuniary liability to any third-party (i) by reason of the terms of this Fee Agreement or the undertakings of

the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its county council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its county council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim, and upon notice from the County, the Company at its own expense shall defend the County and its county council members, officers, agents and employees in any such action or proceeding, except in situations that may present a legal conflict. In such case, the Company shall reimburse the County and its county council members, officers, agents and employees for all reasonable legal costs and expenses associated with the hiring of separate counsel.

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

SECTION 8.3. *Assignment.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such approval is not required in connection with financing related transfers or any other transfers not requiring consent of the County under the Act. The County further agrees that the County Council can provide any required consent by a resolution of County Council. The County Administrator and the Clerk to County Council are hereby timely executing such documents as the Company may reasonably request.

SECTION 8.4. *Administrative Expenses.* The Company shall reimburse the County for of this Fee Agreement, exclusive of normal County overhead, including costs and salaries related to administrative, staff employees and similar costs and fees, as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is 45 days after receiving written notice from the County, right to receive such payment, specifying the nature of such expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$5,000 in the aggregate.

SECTION 8.5. *Accountability Practices.* The Company shall timely file annually with the County Administrator the information required by County Resolution dated December 21, 2010 and attached as Exhibit B.

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

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

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

(b) If the Company shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company (other than as referred to in Section 9.1(a) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as acts, without limitation, of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

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

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting, the County may take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. Subject to the following sentences of this Section, the only other remedy available to the County in such event will be to terminate this Fee Agreement. Although the parties acknowledge that the Project is exempt from *ad valorem* property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes.

SECTION 9.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to

exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

**ARTICLE X
COMPANY OPTION TO TERMINATE**

SECTION 10.1. *Company Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable for *ad valorem* property taxes on the Project or such portion thereof. Termination by the Company under this Section 10.1 does not reduce or eliminate any liability the Company may have as a result of an Event of Default or under Section 5.1(d) of this Fee Agreement.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.2:

If to the Company:

American Italian Pasta Company
c/o Dwayne Bolling
Manager, Finance
ConAgra Foods, Inc.
Property Tax Group
5645 N. 90th St., MS 90-185
Omaha, NE 68134

With a copy to:

Nelson Mullins Riley & Scarborough, LP
Attention: John C. von Lehe, Jr. or Jennifer W. Davis

151 Meeting Street, Suite 600
Charleston SC 29401
Facsimile: (843) 722-8700

If to the County:

Richland County, South Carolina
220 Hampton Street
Columbia, South Carolina 29201
Attention: County Administrator
Facsimile: (803) 576-2137

With a copy to:

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones, Esq.
1201 Main Street, Suite 1450
Columbia, South Carolina 29201

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.3. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 20 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.4. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.5. *Fiscal Year; Property Tax Year.*

requirements set forth in Section 3.2 of this Fee Agreement shall be revised accordingly.

SECTION 11.6. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall be an original for Uniform Commercial Code perfection purposes; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* Whenever the County shall be required to file or produce any reports, notices or other documents during the Fee Term, the Company shall in due time furnish to the County the completed form of such report, notice or other required documents together with a certification by the Company that such document is accurate.

SECTION 11.10. *Headings.* The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

Clerk to County Council

AMERICAN ITALIAN PASTA COMPANY

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF LAND

All that certain piece, parcel or lot of land, containing 60.00 acres with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, being shown

Associates, Inc. dated September 20, 1994, recorded October 7, 1994 in Plat Book 55, page 4834, and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron located on the northwestern edge of the right-of-way of Longwood Road (S-40-960) at its point of intersection with the right-of-way of Southern Railroad and running
feet to an iron; thence turning and running

thence turning and runni

BEGINNING be all measurements a little more or less.

This being the same property heretofore conveyed to American Italian Pasta Company, a Corporation by deed of Garners Ferry Development Company, a co-partnership dated October 7, 1994 and also recorded October 7, 1994 in Record Book 1223, at page 398.

TMS: 19000-05-03, 04, 09 AND 10

EXHIBIT B
ACCOUNTABILITY PRACTICES RESOLUTION

AN ORDINANCE

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

Adopted _____, 2014

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

WHEREAS, Richland County (the "County"), a public body corporate and politic organized and existing under the laws of the State of South Carolina has, by an Inducement Resolution adopted on April 15, 2014 (the "Resolution"), committed to enter into a fee agreement with American Italian Pasta Company, a corporation organized and existing under the laws of the State of Delaware (the "Company"), which shall provide for payments of fees-in-lieu of taxes for a project qualifying under the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act");

WHEREAS, the County and the Company desire to enter into a fee agreement as defined in the Act concerning an expansion of the Company's existing operation which is located in the County, and which will consist of certain buildings or other improvements thereon and/or machinery, apparatus, equipment, office facilities, furnishings and other personal property to be installed therein for the purpose of a project to add certain production lines and products and/or packaging capabilities and other expansion investments and any and all activities relating thereto (which properties and facilities constitute a project under the Act and are referred to hereinafter as the "Project").

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas. In order to induce the Company to locate the Project in the County, the County has agreed to charge a fee-in-lieu of taxes with respect to the Project for a period of 20 years, calculated using a 6% assessment ratio and a fixed millage rate of 423.2, and otherwise make available to the Company the benefits intended by the Act;

WHEREAS, Richland County Council (the "County Council") has caused to be prepared and presented to this meeting substantially the form of the Fee Agreement, attached as Exhibit A ("Fee Agreement"), between the County and the Company, which the County proposes to execute and deliver;

WHEREAS, it is anticipated that the Project will represent an investment of at least \$13 million in the County during the Investment Period (as defined in the Fee Agreement) without regard to whether the entire investment qualifies for fee-in-lieu of taxes benefits under the Act;

WHEREAS, it appears that the Fee Agreement, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended;

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

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

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

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

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

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

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

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

Section 2. In order to promote industry, develop trade and utilize the manpower, agricultural products and natural resources of the State, the form, terms and provisions of the Fee Agreement which is before this meeting are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chair of the County Council (“Chair”) is authorized, empowered and directed to execute and acknowledge the Fee Agreement in the name of and behalf of the County and the Clerk to County Council is authorized, empowered and directed to attest the Fee Agreement. The Chair is further authorized and directed to deliver the Fee Agreement to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, with such changes as are not materially adverse to the County and are approved by the Chair or the County’s Director of Economic Development following receipt of advice from counsel to the County. The execution of the Fee Agreement by the Chair is conclusive evidence of the approval of all changes or revisions therein from the form of Fee Agreement now before this meeting.

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

Section 4. The consummation of all transactions contemplated by the Fee Agreement is hereby approved and authorized.

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

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

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

DONE, RATIFIED AND ADOPTED this ___ day of _____, 2014.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

ATTEST:

By: _____
Clerk to Richland County Council

First Reading: April 15, 2014

Second Reading: _____, 2014

Third Reading: _____, 2014

Public Hearing: _____, 2014

EXHIBIT A
FORM OF FEE AGREEMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

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

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

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Richland County Council, South Carolina, as of this _____ day of _____, 2014.

Clerk to Richland County Council
 Richland County, South Carolina

Richland County Council Request of Action

Subject

Authorizing an Amendment to the 2003 Fee in Lieu of Ad Valorem taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company to provide an Infrastructure Credit; and other matters related thereto **[THIRD READING] [PAGES 70-77]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

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

**AUTHORIZING AN AMENDMENT TO THE 2003 FEE IN LIEU
OF *AD VALOREM* TAXES ARRANGEMENT BY AND BETWEEN
RICHLAND COUNTY, SOUTH CAROLINA AND AMERICAN
ITALIAN PASTA COMPANY TO PROVIDE AN
INFRASTRUCTURE CREDIT; AND OTHER MATTERS
RELATED THERETO.**

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

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) to grant credits (“Infrastructure Credits”) in order to assist a company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi-county industrial park in order to enhance the economic development of the County (collectively, “Infrastructure”);

WHEREAS, pursuant to the Fee Act, the County entered into a Fee Agreement dated as of December 1, 2003 (“Fee Agreement”), with American Italian Pasta Company (“Company”) pursuant to which (i) the Company invested at least \$10 million in the County to expand the Company’s existing manufacturing facility in the County (“Project”) and (ii) the County granted fee-in-lieu of *ad valorem* (“FILOT”) benefits with respect to the Project;

WHEREAS, pursuant to the MCIP Act, the County jointly developed with Fairfield County, South Carolina the I-77 Corridor Regional Industrial Park (“Park”) and the County has previously located the Project in the Park;

WHEREAS, the Company has made and continues to make substantial investment in connection with its manufacturing facility in the County;

WHEREAS, the County wishes to induce the Company to continue to invest in the County and, to assist the Company in paying the cost of certain Infrastructure at the Project, the County desires to grant the Company Infrastructure Credits against the FILOT payments due with respect to the Project;

WHEREAS, as authorized by Section 12-44-40(K) of the Fee Act and Section 11.7 of the Fee Agreement, the Company and the County desire to amend the Fee Agreement to provide the terms and conditions of the Infrastructure Credits;

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

Section 1. *Statutory Findings.* The County determines that the grant of the Infrastructure Credits (i) directly and substantially benefits the general public welfare of the County by inducing the Company to make further investments in the County, thereby increasing the *ad valorem* tax base of the County, and service, employment or other public benefits not otherwise provided locally; and (ii) gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either. The County further determines that the purposes to be accomplished by the Infrastructure Credits, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and the inducement of continued utilization of and growth at the Project which is located in the County and State are of paramount importance and the benefits of the Project will be greater than the costs of the Infrastructure Credits.

Section 2. *Authorization of Infrastructure Credits; Authorization to Execute and Deliver Amendment to Fee Agreement.* The County approves the grant of Infrastructure Credits to the Company. The Chairman of County Council (“Chairman”) is authorized and directed to execute the First Amendment to Fee Agreement, which is in substantially final form as attached as Exhibit A, in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County and approved by the County’s Director of Economic Development on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Amendment; and the Chairman is hereby further authorized and directed to deliver the Amendment to the Company.

Section 3. *Further Assurances.* The County Administrator is hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 4. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

READINGS:

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

EXHIBIT A

AMENDMENT TO FEE AGREEMENT

FIRST AMENDMENT TO FEE AGREEMENT

political subdivision of the State of South Carolina, and American Italian Pasta Company, a corporation specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below).

RECITALS

and empowered under and pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended encourage investment in projects constituting economic development property through which the new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes with respect to such investment;

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended -county industrial parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) company located in a multi-county industrial park in paying the cost of designing, acquiring, constructing, improving, or expanding (A) the infrastructure serving the County or the property of a company located within such multi-county industrial parks or (B) improved or unimproved real estate and personal property used in the operation of a manufacturing enterprise located within such multi-county industrial

WHEREAS, pursuant to the Fee Act, the County entered into a Fee Agreement dated as of nd (ii) the County granted fee-in-lieu of *ad valorem*

WHEREAS, pursuant to the MCIP Act, the County jointly developed with Fairfield County, South Carolina the I-) and the County has previously located the Project in the Park;

WHEREAS, the Company has made and continues to make substantial investment in connection with its manufacturing facility in the County;

WHEREAS, the County wishes to induce the Company to continue to invest in the County and, to assist the Company in paying the cost of certain Infrastructure at the Project, the County, by Ordinance No. [], dated May 20, 2014, authorized the grant of Infrastructure Credits to the Company against the FILOT payments due with respect to the Project;

WHEREAS, as authorized by Section 12-44-40(K) of the Fee Act and Section 11.7 of the Fee Agreement, the Company and the County desire to amend the Fee Agreement to provide the terms and conditions of the Infrastructure Credits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. Amendment to Fee Agreement. Section 5.1 of the Fee Agreement is amended by inserting the following as subsection (e):

(e) To assist the Company in paying for the cost of certain Infrastructure serving the Project, the County shall grant Infrastructure Credits against t -in-Lieu-of-Taxes with respect to the Project for property tax year 2014 (for which payment is anticipated to be due in January of 2015). The Infrastructure Credits are equal to the amount of the deficiency payment, as certified by the South Carolina Department of Revenue ("SCDOR"), that is due for property tax

property invested by the Company in calendar years 2009 through 2012 and located at the Project but not subject to the Fee Agreement. The amount of the Infrastructure Credits shall not exceed the amount of the deficiency payment as finally determined by the County to be due based on the asset values during the applicable years determined by the SCDOR and certified to the County by the SCDOR.

2. Remainder of Agreement remains unchanged and in full force.

3. Covenant Not to Seek Refund. The Company covenants not to seek a refund from the County for any over payment of *ad valorem* property taxes or fees-in-lieu of *ad valorem* property taxes on certain real estate, identified by TMS Nos. 19000-05-04, 19000-05-09 and 19000-05-10, for property tax years 2003 through and including 2013.

4. Severability. If a court of competent jurisdiction holds that any term, provision, or any portion of this Amendment is invalid or unenforceable, the remainder of this Amendment is not affected and

IN WITNESS WHEREOF, the County has executed this First Amendment to Fee Agreement by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Company has executed this First Amendment to Fee Agreement by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson, Chairman
Richland County Council

(SEAL)

ATTEST:

By: _____
Michele Onley, Clerk to County Council of
Richland County, South Carolina

AMERICAN ITALIAN PASTA COMPANY

By: _____
Name:

Richland County Council Request of Action

Subject

Authorizing the Conversion and Extension of a 1995 Fee in Lieu of Ad Valorem Taxes arrangement by and between Richland County, South Carolina and American Italian Pasta Company; and other matters related thereto **[THIRD READING] [PAGES 78-111]**

Notes

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

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

**AUTHORIZING THE CONVERSION AND EXTENSION OF A
1995 FEE IN LIEU OF *AD VALOREM* TAXES ARRANGEMENT
BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA
AND AMERICAN ITALIAN PASTA COMPANY; AND OTHER
MATTERS RELATED THERETO.**

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”), as authorized and empowered under the provisions of Title 4, Chapter 29, Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), entered into a Lease Agreement with American Italian Pasta Company (“Company”), dated as of December 29, 1995, as corrected by the Corrective Lease Agreement dated as of December 29, 1995, (collectively, “1995 Lease”), pursuant to which (i) the Company invested in excess of \$30,000,000 in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County (“Project”) and (ii) the County provided the Company with fee-in-lieu of *ad valorem* taxes (“FILOT”) benefits with respect to the Project (“Original Fee”);

WHEREAS, FILOT arrangements entered into pursuant to the Original Fee Act required that a county hold title to all of the assets subject to a FILOT;

WHEREAS, title transfer FILOT arrangements under the Original Fee Act proved difficult to administer and can create business difficulties for companies seeking to grant security interests in assets subject to title transfer FILOT arrangements;

WHEREAS, the General Assembly, recognizing such difficulties, passed a new FILOT act, Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (“Simplified Fee Act”) in 1997 that permits the granting of FILOT benefits without the need for a county to hold title to all of the assets subject to a FILOT arrangement;

WHEREAS, under Section 12-44-170 of the Simplified Fee Act, a company with an existing FILOT arrangement entered into pursuant to the Original Fee Act, is permitted, under certain conditions, to “convert” from an original title transfer FILOT arrangement to a non-title transfer FILOT arrangement;

WHEREAS, as provided under Section 12-44-170 under the Simplified Fee Act, the Company desires to and has elected to transfer the Project from the Original Fee Act to a FILOT arrangement under the Simple Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the 1995 Lease; (ii) a continuation of the same fee in lieu of tax payments only for the time required for payments under the 1995 Lease; (iii) a carryover of minimum investment or employment requirements of the Original Fee to the new FILOT; and (iv) the entering into of appropriate agreements and amendments between the Company and the County continuing the provisions and limitations of the 1995 Lease;

WHEREAS, pursuant to section 12-44-30(21) of the Simplified Fee Act, a company may apply to the applicable county prior to the expiration of the FILOT arrangement for an extension of the term of the FILOT arrangement for up to ten years and the applicable county council may approve the requested extension by resolution on a finding of substantial public benefit;

WHEREAS, because the FILOT arrangement between the County and the Company has not yet expired, the Company further desires to and has applied to the County for an extension of the term of its FILOT arrangement with the County for ten years; and

WHEREAS, the Company requests the County (i) consent to the Conversion, (ii) approve the extension of the term of its FILOT arrangement, and (iii) execute a simplified fee agreement, the substantially final form of which is attached as Exhibit A (“Agreement”), to (A) achieve the Conversion, (B) cancel, terminate or amend certain documents and financing transactions by and between the Company and the County relating to the Original Fee, including the 1995 Lease; and (C) extend the term of the FILOT arrangement.

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

Section 1. *Consent to Conversion; Authorization to Execute and Deliver Agreement.* The County approves the Conversion and the appropriate cancellation, termination or amendment of any documents, including the 1995 Lease, or financing transactions relating to the Original Fee as may be appropriate to effect the Transfer. The Chairman of County Council, or the Vice-Chairman in the absence of the Chairman, are authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to any revisions as are not materially adverse to the County as may be approved by the Chairman on receipt of advice from counsel to the County, and the Clerk to Council is hereby authorized and directed to attest the Agreement; and the Chairman is hereby further authorized and directed to deliver the Amendment to the Company.

Section 2. *Approval of Extension.* Based on representations by the Company to the County, the County finds that the substantial investment by the Company in the County and the potential for additional investment by the Company in the future provides a substantial public benefit and the County hereby approves the extension of the FILOT arrangement between the County and Company for ten years.

Section 3. *Further Assurances.* The Chairman and the County Administrator are hereby authorized and directed to take whatever further action and execute whatever further documents as may be necessary or appropriate to effect the intent of this Ordinance.

Section 4. *Severability.* If any portion of this Ordinance is deemed unlawful, unconstitutional or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 5. *General Repealer.* All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair
Richland County Council

(SEAL)
ATTEST:

Michelle Onley, Clerk to Council
Richland County Council

READINGS:

First Reading: April 15, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing:

EXHIBIT A
FORM OF
SIMPLIFIED FEE AGREEMENT

CONVERSION AND FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

CONVERTING AND TRANSFERRING THE PROPERTY SUBJECT TO AN EXISTING FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 4, CHAPTER 29 OF THE SOUTH CAROLINA CODE, 1976 AS AMENDED TO A FEE-IN-LIEU OF PROPERTY TAXES ARRANGEMENT UNDER TITLE 12, CHAPTER 44, OF THE SOUTH CAROLINA CODE, AS AMENDED

BETWEEN

RICHLAND COUNTY, SOUTH CAROLINA

AND

AMERICAN ITALIAN PASTA COMPANY

DATED AS OF MAY [], 2014

PREPARED BY:

**PARKER POE ADAMS & BERNSTEIN LLP
1201 MAIN STREET, SUITE 1450 (29201)
POST OFFICE BOX 1509
COLUMBIA, SOUTH CAROLINA 29202-1509
(803) 255-8000**

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CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

This CONVERSION AND FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT (“Fee Agreement”) is effective as of May [], 2014, by and between Richland County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the Richland County Council (“County Council”) as the governing body of the County, and American Italian Pasta Company, a corporation duly organized and existing under the laws of the State of Delaware (“Company,” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

(a) The County, acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 29 Code of Laws of South Carolina, 1976, as amended (“Original Fee Act”), and Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (“Simple Fee Act”) (i) to enter into fee-in-lieu of *ad valorem* taxes (“FILOT”) arrangements with qualifying industry to encourage investment in projects constituting economic development property through which the industrial development of the State of South Carolina (“State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State; and (ii) to covenant with such industry to accept certain FILOT payments with respect to such investment;

(b) Pursuant to the Original Fee Act, the County entered into a Lease Agreement with the Company, dated as of December 29, 1995, as corrected by the Corrective Lease Agreement dated as of December 29, 1995, (collectively, “1995 Lease”), pursuant to which (i) the Company invested in excess of \$30,000,000 in real and personal property in the County for the purpose of acquiring and constructing a manufacturing facility in the County, and (ii) the County provided the Company FILOT benefits with respect to the Project, as defined below (“Original Fee”);

(c) The Original Fee arrangement entered into pursuant to the Original Fee Act required that the County hold title to all of the Project assets subject to the FILOT incentive;

(d) Under the Simple Fee Act, the County may provide FILOT incentives with respect to the Project without the need for the County to hold title to the Project assets subject to the FILOT incentive;

(e) Because the Company has an existing FILOT arrangement with the County, Section 12-44-170 of the Simple Fee Act permits the Company to “convert” from a title transfer FILOT arrangement under the Original Fee Act to a non-title transfer FILOT arrangement under the Simple Fee Act;

(f) The Company elected to transfer the Project from the Original Fee to a FILOT arrangement under the Simple Fee Act (“Conversion”) subject to the following conditions: (i) a continuation of the same fee payments required under the 1995 Lease; (ii) a continuation of the same fee in lieu of tax payments only for the time required for payments under the 1995 Lease; (iii) a carryover of minimum investment or employment requirements of the Original Fee to the FILOT arrangement under the Simple Fee Act; and (iv) the entering into of this Fee Agreement which continues the provisions and limitations of the 1995 Lease;

(g) The County, by Ordinance No. [], dated May [], 2014 (“Fee Ordinance”), consented to the Conversion and authorized the execution of this Fee Agreement with the Company to (i) achieve the Conversion, and (ii) cancel, terminate or amend certain documents and financing transactions by and between the Company and the County relating to the Original Fee, including the 1995 Lease;

(h) Pursuant to section 12-44-30(21) of the Simple Fee Act, because the Company's FILOT arrangement with the County had not expired, the Company applied to the County for an extension of the term of the FILOT arrangement for ten years; and

(i) Based on representations by the Company, the County, by the Fee Ordinance, (i) determined that, because of the substantial investment by the Company in the County and the potential for additional investment by the Company in the County in the future, the extension of the Company's FILOT arrangement provides a substantial public benefit, and (ii) authorized the execution of this Fee Agreement to extend the Company's FILOT arrangement for ten years.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1. Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise.

“Bonds” means the Richland County, South Carolina, Industrial Development Revenue Bonds (American Italian Pasta Company Project) Series 1995.

“Chairman” shall mean the Chairman of County Council.

“Clerk of County Council” shall mean the Clerk to County Council.

“Code” shall mean the Code of Laws of South Carolina, 1976, as amended.

“County Administrator” shall mean the County Administrator of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1(a) of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company's removal of equipment pursuant to Section 4.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.7 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under Section 12-44-170(B) of the Simple Fee Act, and which are identified by the Company in connection with their annual filing of a SCDOR PT-300 or comparable forms with the South Carolina Department of Revenue and Taxation (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Company, as the case may be, except as maybe necessary to take advantage of the effect of section 12-44-160.

“Equipment” shall mean all of the machinery, equipment, furniture and fixtures, together with any and all additions, accessions, replacements and substitutions thereto or therefore acquired by the Sponsor during the Investment Period.

“Event of Default” shall mean any Event of Default specified in Section 5.1 of this Fee Agreement.

“Facilities” means the Project and any non-FILOT assets to which the County holds title pursuant to the Original Fee.

“Fee Payment” means the payments in lieu of taxes which the Company is obligated to pay to the County pursuant to this Fee Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto acquired by the Company during the Investment Period.

“Inducement Agreement” shall mean that certain Inducement Agreement executed between the County and the Company dated December 29, 1994, as amended, supplemented or corrected.

“Inducement Resolution” shall mean that certain resolution adopted by the County Council on September 6, 1994.

“Investment Period” shall mean the period commencing 60 days prior to the date of the Inducement Resolution and ending on December 21, 2000, the date reflected in the 1995 Lease as the termination date of the “Project Acquisition Period”(as such term is defined in the 1995 Lease.)

“Phase” or “Phases” in respect of the Project shall mean for each year of the Investment Period the Equipment, Improvements and Real Property, if any, placed in service during such year.

“Phase Termination Date” shall mean with respect to each Phase of the Project the day 30 years after the last day of the property tax year in which each such Phase of the Project became subject to the terms of the Original Fee. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be December 31, 2030. The Phase Termination Date includes an extension applied for by the Company and authorized by the County under Section 12-44-30(21) following the Conversion.

“Project” shall mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

“Real Property” shall mean real property, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company during the Investment Period.

“Removed Components” shall mean the following types of components or Phases of the Project or portions thereof, all of which the Company shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or

Phases of the Project or portions thereof which the Company in its sole discretion, elects to remove pursuant to Sections 4.6, 4.7 or 4.8 of this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any Removed Component which is scrapped or sold by the Company and treated as a Removed Component under Section 4.2 hereof regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations of the County.* The County hereby represents and warrants to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Simple Fee Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) By due corporate action, the County has agreed that, subject to compliance with applicable laws, the items of real and tangible personal property comprising the Project subject to the FILOT arrangement provided in the 1995 Lease shall be considered Economic Development Property under the Simple Fee Act.

(c) In order to maintain the FILOT benefits the Company presently enjoys with respect to the Project, the County approves the transfer of the Project to this Fee Agreement pursuant to the terms of Section 12-44-170 of the Simple Fee Act.

Section 2.2. *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is duly organized and in good standing under the laws of the State of Delaware, is qualified to do business in the State of South Carolina, and has power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in a material default, not waived or cured, under any material company restriction or any material agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to continue operating the Project as a pasta manufacturing facility, and for such other purposes permitted under the Act, as the Company may deem appropriate.

(d) The availability of the payment in lieu of taxes with regard to the Economic Development Property induced the Company to undertake the Project in the County.

(e) The Company has already achieved the minimum investment threshold required by the Simple Fee Act and will maintain the minimum investment through the Fee Term.

ARTICLE III TERMINATION OF ORIGINAL FEE

Section 3.1. *Termination of 1995 Lease; Purchase and Conveyance of Project; Transfer and Conversion of Project.*

(a) Pursuant to Section 11.1 of the 1995 Lease, the Company elects to terminate the 1995 Lease. The County acknowledges the Company's exercise of its option to terminate the 1995 Lease and waives the 30 day notice provision of Section 11.1.

(b) Pursuant to Section 11.2 of the 1995 Lease, the Company elects to purchase the Facilities from the County for \$1.00. The County acknowledges the Company's exercise of its option to purchase the Facilities and certifies the purchase price is \$1.00. The County acknowledges there are (i) no outstanding Lease Rentals, as defined in Section 4.4 of the 1995 Lease, due to the County with respect to the Facilities; (ii) no outstanding payments-in-lieu of *ad valorem* taxes payable pursuant to Section 4.6 of the 1995 Lease with respect to the Project; (iii) no outstanding *ad valorem* taxes payable with respect to the Project; and (iv) no additional amounts due to the County under the 1995 Lease or otherwise.

(c) On receipt of the purchase price, the County shall deliver to the Company documents conveying to the Company good and marketable title to the Facilities, subject to the following: (i) those liens and encumbrances (if any) to which title to the Facilities was subject when conveyed to the County; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in the 1995 Lease; and (iv) Permitted Encumbrances, as defined in the 1995 Lease. The form of a Quitclaim Deed for purposes of conveying title to the real property portion of the Project is attached hereto as Exhibit A. The form of a Bill of Sale for purposes of conveying title to the personal property portion of the Project is attached hereto as Exhibit B.

(d) Pursuant to Section 12-44-170(B) of the Simple Fee Act, the Company elects and the County consents to the transfer of the portion of Project constituting Economic Development Property under the 1995 Lease to a FILOT arrangement under the Simple Fee Act as provided in this Fee Agreement. The Parties agree that the portion of the Project constituting Economic Development Property under the 1995 Lease shall be converted and considered automatically Economic Development Property under the Simple Fee Act and this Fee Agreement. This Fee Agreement continues the same FILOT payments required under the 1995 Lease; this Agreement continues the same FILOT payments only for the time required for the FILOT payments under the 1995 Lease; and the minimum investment requirements of the 1995 Lease have been met by the Company. The Parties agree this Fee Agreement constitutes an "appropriate agreement" between the County and the Company to continue the provisions and limitations of the 1995 Lease.

Section 3.2. *Discharge of Bonds; Prepayment of Lease Rentals.*

(a) Pursuant to Section 9.8 of the 1995 Lease, the Company hereby instructs and requests the County to effectuate a prepayment of the Bonds in whole. Such prepayment shall be deemed to occur on the date of this Agreement.

(b) Pursuant to Section 9.9 of the 1995 Lease, the Company shall effectuate a prepayment of all Lease Rentals due under the 1995 Lease. Prepayment is deemed to occur on the date of this Fee Agreement. The Parties acknowledge and consent to such prepayment occurring on a date other than a Lease Rental payment date, as described in Section 4.4 of the 1995 Lease.

(c) The Parties acknowledge that the Bonds were issued pursuant to the requirements of the Original Fee Act. The purchase of the Bonds by the Company did not generate any actual proceeds of the Bonds. The County has not paid actual funds to the Company to satisfy the principal and interest payments on the Bonds as such obligations were offset by the Company's responsibility to pay Lease Rentals under the 1995 Lease (the Lease Rentals being equal to the principal and interest payments). Because the Company has been both the sole holder of the Bonds, and the party responsible for making Lease Rental payments to provide funds for the payment of principal and interest on the Bonds, rather than actually exchanging funds, the Parties have deemed satisfied their respective responsibilities to pay principal and interest on the Bonds and to pay Lease Rentals under the 1995 Lease. The Parties will likewise deem the Bonds and Lease Rentals prepaid in order to discharge the Bonds. Upon the deemed prepayment in whole of the Bonds, the Parties agree that the Bonds shall be fully discharged and no longer outstanding.

Section 3.3. *Termination of Ancillary Agreements.*

(a) The Parties entered into an Inducement Agreement effective December 29, 1994, as amended, as required under the Original Fee Act and as a precursor to the 1995 Lease. The Inducement Agreement is hereby terminated with such termination to be effective on the date of this Fee Agreement.

(b) The Parties entered into additional agreements in order to facilitate and effect the Original Fee. The additional agreements are hereby terminated with such termination to be effective on the date of this Fee Agreement.

ARTICLE IV FEE PAYMENTS

Section 4.1. *Negotiated Payments.*

(a) The Company shall make Fee Payments on all Economic Development Property comprising each Phase of the Project.

(b) The annual Fee Payment due on each Phase is calculated as follows (subject, in any event, to the required procedures under the Simple Fee Act and to Sections 4.2 and 4.4 of this Fee Agreement):

Step 1: Determine the fair market value of the Phase of the Project by using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department of Revenue and Taxation will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to Original Fee, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions which would be allowed to the Company, as the case may be, under State law, if the property were taxable, except those exemptions specifically

disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Original Fee.

Step 2: As set forth under the 1995 Lease, apply an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase.

Step 3: As set forth under the 1995 Lease, apply a millage rate of 239.1 (which millage rate shall be a fixed rate for the Fee Term).

The Fee Payment is due on each Phase until the applicable Phase Termination Date, which Phase Termination Date the County and the Company, following Conversion, agreed to extend for 10 years pursuant to Section 12-44-30(21) of the Simple Fee Act .The annual Fee Payment is due on the payment dates prescribed by the County for such payments.

In the event that it is determined by a final order of a court of competent jurisdiction or by agreement of the Parties that the minimum payment in lieu of taxes applicable to this transaction is to be calculated differently than described above, the payment shall be reset at the minimum permitted level so determined.

(b) In the event that the Simple Fee Act or the above-described Fee Payments are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company with the benefits to be derived hereunder, it being the intention of the County and the Company to continue the FILOT benefits as provided under the Original Fee. In addition, if so requested by the Company and assuming such an arrangement would preserve the Company's FILOT benefits, the County would favorably consider invoking the provisions of Section 12-44-160 of the Simple Fee Act in order to convert this Fee Agreement to a lease arrangement as provided under Section 4-12-30 of the Code.

(c) If the Project is deemed to be subject to *ad valorem* taxation, then the Company shall pay to the County an amount equal to the *ad valorem* taxes that would be levied on the Project by the County, municipalities, school districts, and other political units as if the Project had not been Economic Development Property under the Simple Fee Act. In such event, any amount determined to be due and owing to the County from the Company, with respect to a year or years for which FILOT payments have been previously remitted by the Company to the County under this Fee Agreement or the 1995 Lease, shall be reduced by the total amount of FILOT payments made by the Company with respect to the Project pursuant to the terms of this Fee Agreement or the 1995 Lease, and further reduced by any abatements provided by law.

Section 4.2. Fee Payments on Replacement Property. If the Company elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Simple Fee Act, the Company shall make statutory Fee Payments with regard to such Replacement Property as follows:

(a) To the extent that the original income tax basis of the Replacement Property ("Replacement Value") is less than or equal to the original income tax basis of the Removed Components ("Original Value") the amount of the Fee Payments to be made by the Company with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original

Value, and the Company shall make annual Fee Payments with respect to the Replacement Property until the Phase Termination Date of the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

- (b) To the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the Company shall pay to the County, with respect to the Excess Value, an amount equal the *ad valorem* taxes that would be due if the Replacement Property were not Economic Development Property.

Section 4.3. *Option to Terminate.* From time to time and at any time, including during the continuance of an Event of Default, upon at least 30 days notice, the Company may terminate this Agreement in whole or in part. Upon termination of this Agreement, the Company will become liable for ad valorem property taxes on the Facilities.

Section 4.4. *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.* In the event of a Diminution in Value of any Phase of the Project, the Fee Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

Section 4.5. *Place and Allocation of Fee Payments.* The Company shall make the Fee Payments directly to the County in accordance with applicable law.

Section 4.6. *Removal of Equipment, Improvements or Real Property.* The Company is entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (the “Removed Components”) are no longer considered a part of the Project and are no longer subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company, in its sole discretion, elects to remove pursuant to Section 4.7(c) or Section 4.8(b)(iii) hereof.

Section 4.7. *Damage or Destruction of Project.*

(a) *Election to Terminate.* If the Project is damaged by fire, explosion, or any other casualty, the Company is entitled to terminate this Agreement.

(b) *Election to Rebuild.* If the Project is damaged by fire, explosion, or any other casualty, and the Company does not elect to terminate this Agreement, then the Company may, in its sole discretion, commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company. All such restorations and replacements shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Company to the County under Section 4.1 hereof.

(c) *Election to Remove.* In the event the Company elects not to terminate this Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project are deemed to be Removed Components.

Section 4.8. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or if title to a portion of the Project is taken and renders continued occupancy of the Project commercially infeasible in the judgment of the Company, then the Company may terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company may elect: (i) to terminate this Fee Agreement; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 4.9. Maintenance of Existence. The Company agrees (i) that it shall not take any action which will materially impair the maintenance of its corporate existence and (ii) that it will maintain its good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the Company's corporate existence that result from internal restructuring or reorganization of the Company, or its parent are specifically authorized hereunder. Likewise, benefits granted to the Company under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 4.12 hereof.

Section 4.10. Indemnification Covenants. (a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its past, present, and future employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all claims by or on behalf of any person arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement. If such a claim is made against any Indemnified Party, then subject to the provisions of (b) below, the Company shall defend the Indemnified Party in any action or proceeding.

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

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

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

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

Section 4.11. Confidentiality/Limitation on Access to Project. The County acknowledges and understands that the Company utilizes confidential and proprietary “state-of-the-art” manufacturing equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Company’s operations would result in substantial harm to the Company and could thereby have a significant detrimental impact on the Company’s employees and also on the County. Therefore, the Company and the County agree that, in addition to what may be permitted by law and pursuant to the County’s police powers, the County and its authorized agents shall be entitled to inspect the Project or any property associated therewith. Such rights of examination shall be exercised upon such necessary terms and conditions as the Company may prescribe, which conditions shall be deemed to include, but not be limited to, those necessary to protect the Company’s confidential and proprietary information that may be subject to disclosure upon such examination. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections.

Section 4.12. Transfer and Subletting. This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company so long as such assignment or sublease is made with County consent, which may be granted or ratified by resolution of the County Council. The Company shall be permitted to assign this Fee Agreement to any of its affiliates, if any, without County consent.

ARTICLE V DEFAULT

Section 5.1. Events of Default. The following shall be “Events of Default” under this Fee Agreement, and the term “Events of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company as the case may be, to make, upon levy, the Fee Payments described in this Fee Agreement; provided, however, that the Company, as the case may be, shall be entitled to all redemption rights granted by applicable statutes; or

(b) Failure by Party to perform any of the other material terms, conditions, obligations or covenants of the Party hereunder, which failure shall continue for a period of ninety (90) days after written notice from the non-defaulting Party specifying such failure and requesting that it be remedied.

Section 5.2. Remedies on Default. Whenever any Event of Default shall have occurred and shall be continuing, the Parties shall have the option to take any one or more of the following remedial actions:

(a) Terminate the Fee Agreement; or

(b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the parties under this Fee Agreement.

expense and requesting payment of same. The costs reimbursable under this Section are not to exceed \$8,500 in the aggregate.

Section 6.3 Filings. The Company shall notify the South Carolina Department of Revenue, as required by section 12-44-90 of the Act, of the execution of this Fee Agreement. The Company shall deliver a copy of the notification to the County Auditor, County Assessor and County Treasurer.

Section 6.4 Binding Effect. This Fee Agreement is binding, in accordance with its terms, on and inures to the benefit of the Company and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 6.5 Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 6.6. Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State, exclusive of the conflict of law provisions which would refer the governance of this Fee Agreement to another jurisdiction.

Section 6.7. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 6.8 Amendments. The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered into between the parties.

Section 6.9. Further Assurance. From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

Section 6.10. Severability. If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company with the maximum benefits to be derived herefrom, it being the intention of the County to continue the FILOT benefits as provided under the Original Fee.

Section 6.11. Limited Obligation. ANY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

Section 6.12. Force Majeure. Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national

emergency, acts of God, and any other cause, similar or dissimilar, beyond Company's reasonable control.

Section 6.13. Waiver of Recapitulation Requirements. As permitted under Section 12-44-55 of the Code, the Company and the County hereby waive application of any and all of the recapitulation requirements set forth in Section 12-44-55 of the Code.

*[Remainder of Page Intentionally Left Blank]
[Signature Page Follows.]*

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

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson, Chair of County Council

Attest:

Michelle Onley, Clerk to County Council

AMERICAN ITALIAN PASTA COMPANY

By:
Its:

EXHIBIT A
FORM OF QUIT-CLAIM DEED

WITNESS the Grantor's hand and seal as of this ___ day of _____, 2014.

SIGNED, sealed and delivered in the presence of:

WITNESSES:

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Norman Jackson
Chairman, County Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

I, _____, Notary Public for the State of South Carolina, do hereby certify that the above-named Richland County, South Carolina by and through Norman Jackson, its Chairman of County Council as attested by Michelle Onley, Clerk to County Council, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand an official seal this the _____ day of May, 2014.

Notary Public _____
My Commission Expires: _____

ATTACHMENT A

All that certain piece, parcel and tract of land situate lying and being in Richland County, State of South Carolina, containing 60.0 acres, more or less, and more particularly shown as Parcel B on that certain plat prepared for American Italian Pasta Company by B.P. Barber & Associates, Inc. dated September 20, 1994 and recorded October 7, 1994 in the office of the Richland County RMC in Plat Book 55, page 4834. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

LESS AND EXCEPTING:

All that certain piece, parcel and tract of land situate, lying and being in Richland County, State of South Carolina containing 6.144 acres, more or less, more particularly described on that certain plat prepared for the Lanter Company by B.P. Barber & associates dated April 3, 1995 and recorded in the office of the Richland County RMC in Plat Book 56, page 964. Reference to said plat is craved for a fuller description , with all measurements being a little more or less.

DERIVATION: This being the same property conveyed to Richland County, South Carolina by American Italian Pasta Company by Quit-Claim Deed dated December 29, 1995 and recorded December 29, 1995 in the office of the Richland County RMC in Deed Book 1295, page 251, by Corrective Quit-Claim Deed dated December, 1995 and recorded May 1, 1996 in the office of the Richland County RMC in Deed Book 1314, page 122, and Corrective Quit-Claim Deed dated February 11, 2000 and recorded February 29, 2000 in Deed Book 388, Page 528.

TMS No. _____ (formerly 18900-02-01)

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this ____ day
of _____, 2014.

Notary Public for _____
My commission expires: _____

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interest in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, partnership, or a trust in order to become, or as, a stockholder, partner or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A).

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

EXHIBIT B
FORM OF BILL OF SALE

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

BILL OF SALE

THIS BILL OF SALE (“Bill of Sale”) is given as of the ___ day of May, 2014, by RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), to AMERICAN ITALIAN PASTA COMPANY, a corporation duly organized under the laws of the State of Delaware (“Company”). All terms used but not defined herein have the meaning given in the Conversion and Fee-in-Lieu of *Ad Valorem* Taxes Agreement dated May [], 2014 between the County and the Company (“Fee Agreement”).

RECITALS:

On December 29, 1995, the Company and the County entered into a fee-in-lieu of taxes arrangement (“Original Fee”) pursuant to Title 4, Chapter 29 of the South Carolina Code of Laws, as amended (“Code”). In connection therewith, the Company (i) transferred to the County its Project in the County, consisting, in relevant part, of real and personal property (“Property”) and (ii) entered into a Lease Agreement dated as of December 29, 1995 (filed in Deed Book 1295, Page 223 in the Register of Deeds Office for the County), as corrected by the Corrective Lease Agreement dated as of December 29, 1995 (filed in Deed Book 1314, Page 127 in the Register of Deeds Office for the County) (collectively, the “1995 Lease”), with the County pursuant to which the County leased the Project to the Company and which 1995 Lease provided for fee-in-lieu of taxes treatment for the Project.

Pursuant to Section 12-44-170 of the Code, the Company and the County desire to convert from the Original Fee to a fee-in-lieu of taxes arrangement provided for by Title 12, Chapter 44 of the Code (“Simple Fee Act”). In connection therewith, the County desires to reconvey the Property to the Company and to convert the 1995 Lease to a fee agreement authorized by the Simple Fee Act.

Pursuant to an ordinance enacted on May [], 2014 (“Fee Ordinance”), the County Council of Richland County, South Carolina, authorized the conversion of the Original Fee into fee-in-lieu of taxes arrangement provided for by the Simple Fee Act (“Simple Fee Arrangement”), including without limitation, the above-described reconveyance of title to the Company, termination of the 1995 Lease and execution of the Fee Agreement.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the County does hereby grant, bargain, sell, transfer, and convey to the Company all of the property and assets held by it whether real or personal, in connection with the Original Fee, including all machinery, equipment, fixtures, goods, furniture and office equipment and other personal property now or hereafter located on or acquired in connection with the construction of improvements on the land described on Attachment A which would be subject to South Carolina property taxes but for the Simple Fee Arrangement, including but not limited to, the property described on Attachment A-1 attached hereto, together with any and all additions, accessions, replacements and substitutions thereto or therefor.

The County represents and warrants that it is the true and lawful owner of the property described herein; that it has full power, right and lawful authority to execute and deliver this Bill of Sale.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Bill of Sale as of the date first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Norman Jackson
Chair, County Council

Attest:

Michelle Onley
Clerk to County Council

ATTACHMENT A

All that certain piece, parcel and tract of land situate lying and being in Richland County, State of South Carolina, containing 60.0 acres, more or less, and more particularly shown as Parcel B on that certain plat prepared for American Italian Pasta Company by B.P. Barber & Associates, Inc. dated September 20, 1994 and recorded October 7, 1994 in the office of the Richland County RMC in Plat Book 55, page 4834. Reference to said plat is craved for a fuller description, with all measurements being a little more or less.

LESS AND EXCEPTING:

All that certain piece, parcel and tract of land situate, lying and being in Richland County, State of South Carolina containing 6.144 acres, more or less, more particularly described on that certain plat prepared for the Lanter Company by B.P. Barber & associates dated April 3, 1995 and recorded in the office of the Richland County RMC in Plat Book 56, page 964. Reference to said plat is craved for a fuller description , with all measurements being a little more or less.

DERIVATION: This being the same property conveyed to Richland County, South Carolina by American Italian Pasta Company by Quit-Claim Deed dated December 29, 1995 and recorded December 29, 1995 in the office of the Richland County RMC in Deed Book 1295, page 251, by Corrective Quit-Claim Deed dated December, 1995 and recorded May 1, 1996 in the office of the Richland County RMC in Deed Book 1314, page 122, and Corrective Quit-Claim Deed dated February 11, 2000 and recorded February 29, 2000 in Deed Book 388, Page 528.

TMS No. _____ (formerly _____)

ATTACHMENT A-1

All machinery, equipment, fixtures, goods, furniture, office equipment, and all other personal property and fixtures located on, or acquired in connection with, the construction of improvements on the land described in Attachment A.

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 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1); Subparagraph h; so as to delete reference to pole color **[THIRD READING] [PAGES 112-114]**

Notes

First Reading: April 22, 2014

Second Reading: May 6, 2014

Third Reading:

Public Hearing: April 22, 2014

AMENDED

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-177, LIGHTING STANDARDS; SUBSECTION (B), STANDARDS; PARAGRAPH (1); SUBPARAGRAPH H; SO AS TO DELETE REFERENCE TO POLE COLOR.

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 26-177, Lighting Standards; Subsection (b), Standards; Paragraph (1); Subparagraph h.; is hereby deleted in its entirety.

~~h. All poles must be silver, grey, or black. New poles proposed to be located within an approved development that is at least seventy-five percent (75%) developed may be of the same color as the majority of the existing poles. In addition, historic structures and/or historic sites may use pole colors that are consistent with the era of the structure and/or site.~~

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

Michelle Onley
Clerk of Council

AMENDED

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; and Article V, Zoning Districts and District Standards; Section 26-141, Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; Subsection (f), Table of Permitted Uses, Permitted Uses with Special Requirements, and Special Exceptions; so as to only allow shipping containers as an accessory use in the RU (Rural), GC (General Commercial District), M-1 (Light Industrial District), LI (Light Industrial) and HI (Heavy Industrial) Zoning Districts **[THIRD READING] [PAGES 115-119]**

Notes

First Reading: April 22, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: April 22, 2014

AMENDED

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 26, LAND DEVELOPMENT; ARTICLE II, RULES OF CONSTRUCTION; DEFINITIONS; AND ARTICLE V, ZONING DISTRICTS AND DISTRICT STANDARDS; SECTION 26-141, TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; SUBSECTION (F), TABLE OF PERMITTED USES, PERMITTED USES WITH SPECIAL REQUIREMENTS, AND SPECIAL EXCEPTIONS; SO AS TO ONLY ALLOW SHIPPING CONTAINERS AS AN ACCESSORY USE IN THE RU (RURAL), GC (GENERAL COMMERCIAL DISTRICT), M-1 (LIGHT INDUSTRIAL DISTRICT), LI (LIGHT INDUSTRIAL) AND HI (HEAVY INDUSTRIAL) ZONING DISTRICTS.

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

SECTION I. The Richland County Code of Ordinances, Chapter 26, Land Development; Article II, Rules of Construction; Definitions; Section 26-22, Definitions; is hereby amended to add a definition of “Shipping Container” in appropriate chronological order; to read as follows:

Shipping container. A structure originally, specifically or formally designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities, designed for or capable of being mounted or moved on a rail car and/or designed for or capable of being mounted on a chassis or bogie for movement by truck or trailer or loaded on a ship.

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

(ORDINANCE CONTINUES ON NEXT PAGE)

AMENDED

USE TYPES	TROS	RU	RR	RS-E	RS-LD	RS-MD	RS-HD	MH	RM-MD	RM-HD	OI	NC	RC	GC	M-1	LI	HI
Other Uses																	
Buildings, High Rise, 4 or 5 Stories										SR	SR			SR			
Buildings, High Rise, 6 or More Stories										SE	SE			SE			
Sexually Oriented Businesses														SR			SR
<u>Shipping Containers used as an Accessory Structure</u>		<u>SR</u>												<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

AMENDED

SECTION III. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (b), Permitted Uses with Special Requirements Listed by Zoning District; is hereby amended by the insertion of a new paragraph to read as Paragraph “(66) Shipping Containers”, the existing Paragraph (66) is renumbered to read as Paragraph (67), and all remaining paragraphs are renumbered in appropriate chronological order.

SECTION IV. The Richland County Code of Ordinances; Chapter 26, Land Development; Article VI, Supplemental Use Standards; Section 26-151, Permitted Uses with Special Requirements; Subsection (c), Standards; is hereby amended by the insertion of a new paragraph to read as Paragraph “(66) Shipping Containers”, the existing Paragraph (66) is renumbered to read as Paragraph (67), and all remaining paragraphs are renumbered in appropriate chronological order.

(66) Shipping containers.

a. Use districts: Rural District.

b. A minimum lot size of one (1) acre is required.

c. Shipping containers shall be exempt from the screening requirements of Section 26-176 (h).

SECTION V. The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-176, Landscaping Standards; Subsection (h), Screening for Loading Areas, Trash Collection Areas, Outdoor Storage Display Areas, and Utility Service Areas; is hereby amended to read as follows:

(h) *Screening for loading areas, trash collection areas, outdoor storage display areas, shipping containers, and utility service areas.* All loading areas, trash collection areas (including dumpsters), outdoor storage display areas, shipping containers, and utility service areas visible from a public road or adjacent property line shall be screened from such adjacent road or property unless already screened by an intervening building or buffer transition yard. Landscaping shall not interfere with the access and operation of any such structure or facility. Screen types include:

- (1) *Hedge.* A continuous hedge of evergreen and/or densely twigged deciduous shrubs planted in a five (5) foot strip spaced a maximum of five (5) feet apart or a row of evergreen trees planted no more than eight (8) feet apart. The shrubs shall be planted at a minimum height of forty-eight (48) inches and the hedge shall exceed the height of the receptacle by at least six (6) inches at the plants’ maturity.
- (2) *Fence or wall.* A fence or wall that that matches the height of the receptacle and with the finished side of the fence facing the abutting road

AMENDED

or property. Fences longer than twenty-five (25) linear feet shall be landscaped with trees and/or shrubs planted in a minimum five (5) foot planting area, except around access areas, spaced no farther than eight (8) feet apart in order to screen at least fifty percent (50%) of the fence or wall.

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2014

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 22, 2014
First Reading: April 22, 2014
Second Reading: May 6, 2014 (tentative)
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Division 9, Prompt Payment Requirements [**SECOND READING**] [**PAGES 120-123**]

Notes

First Reading: May 6, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING BY ADDING DIVISION 9, PROMPT PAYMENT REQUIREMENTS.

WHEREAS, Richland County Council desires to amend the Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing by adding Prompt Payment Requirements which it will do concurrently with third reading of this ordinance.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing is hereby amended to add Division 9, Prompt Payment Requirements, to read as follows:

DIVISION 9: PROMPT PAYMENT REQUIREMENTS

Section 2-648. Prompt Payment Required.

(1). *Right of County prime contractor and subcontractor to prompt payment.*

(a) Performance by a prime contractor in accordance with the provisions of its Richland County contract entitles prime contractor to payment from the County in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the contractor, the County shall pay contractor no later than 30 days after receipt of a proper invoice from the contractor that summarizes the services provided or goods delivered to County by contractor and the cost of same. For each thirty-day interval that payment from the County is late, contractor shall be entitled to interest penalty payments from the County equal to 5% of the late balance, This late penalty fee payment shall be in addition to the payment of the undisputed original balance due by the County.

(b) Performance by a subcontractor in accordance with the provisions of its subcontract agreement with County's prime contractor while providing goods or services on behalf of Richland County entitles subcontractor to payment from the prime contractor in a prompt manner. Provided there are no bona fide disputes relating to the adequacy of performance by the subcontractor, the prime contractor shall pay subcontractor no later than seven days after prime contractor has received payment from the County for the goods or services that subcontractor has properly invoiced prime contractor for by summarizing the

goods or services delivered on behalf of the County through the prime contractor. Alternatively, in instances where, through no fault of subcontractor, prime contractor has not been paid by the County for goods or services rendered by subcontractor, and more than thirty-seven days have lapsed since prime contractor received a proper invoice from subcontractor, the prime contractor shall authorize the County to pay subcontractor's undisputed invoice directly and to then deduct subcontractor's payment portion from prime contractor's account receivables due under its contract with the County. For each thirty-day interval beyond thirty-seven days that payment to subcontractor is late, subcontractor shall be entitled to an interest penalty fee equal to 5% of the late balance. This late penalty fee shall be in addition to the payment of the undisputed original balance due by the prime contractor, and shall be payable by either the prime contractor or the County depending upon which party is responsible for the late payment under these terms.

(c) The County shall place language establishing these prompt payment terms as described above in (a) and (b) in any County bid solicitation and resulting contract awarded under County Ordinance, Chapter 2, Administration, Article X, Purchasing, § 2-591 and in each instance wherein the County determines to apply the provisions of County Ordinance, Chapter 2, Administration, Article X, Purchasing, Division 7 to a solicitation. In addition, each prime contractor shall be required to include similar prompt payment flow-down provisions for each tier of subcontractors that perform services or provide goods on behalf of the County through the prime contractor or a subcontractor.

(d) Any prevailing party that makes a final written demand for payment and late penalty fees to the responsible party pursuant to this Ordinance and fails to receive payment in full within 30 days, and subsequently takes legal recourse to enforce these prompt payment provisions, shall also be entitled to the award of reasonable attorneys' fees by a court of competent jurisdiction.

(2). Grounds on which County, prime contractor, or subcontractor may withhold application and certification for payment; contract terms unaffected.

Nothing in this Ordinance prevents the County, the contractor, or a subcontractor from withholding application and certification for payment because of the following: unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed or reasonable evidence that claim will be filed, failure of contractor or subcontractor to make timely payments for labor, equipment, and materials, damage to County, contractor, or another subcontractor, reasonable evidence that contract or subcontract cannot be completed for the unpaid balance of the contract or subcontract sum, or a reasonable amount for retainage.

Nothing in this Ordinance requires that payments due a contractor from the County be paid any more frequently than as set forth in the construction

documents, nor shall anything in this Ordinance affect the terms of any agreement between the County and any lender.

(3). *Failure of contractor or subcontractor to make timely payments.*

In addition to the interest on late payments provided in Section 1, if any contractor or subcontractor makes late payments more than three times during the course of a contract, unless sufficient justification is made to the County and the County determines not to count the payment as late, the County can withhold the amount of the late payment due from the contractor to the subcontractor or to the lower tier subcontractor and make such late payment directly to the subcontractor or the lower tier subcontractor.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

Attest this _____ day of _____, 2014.

Michelle Onley, Interim Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances; Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Public Emergencies; and Chapter 21, Roads, Highways and Bridges; Article I, in general; Section 21-4, Drainage on Private Property; and Section 21-16; so as to broaden the circumstances under which the County may perform emergency maintenance [**SECOND READING**] [**PAGES 124-128**]

Notes

April 22, 2014 - The Committee recommended the establishment of a new Drainage Improvement Program to address drainage and localized flooding problems for both existing and future development in Richland County with the understanding that citizens are to pay for the cost of materials. Staff is to review the responsibilities of property owners.

First Reading: May 6, 2014

Second Reading:

Third Reading:

Public Hearing:

AMENDED

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE V, COUNTY DEPARTMENTS; DIVISION 2, PUBLIC WORKS; SECTION 2-197, USE OF COUNTY EQUIPMENT BY PRIVATE PARTIES AND DURING PUBLIC EMERGENCIES; AND CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; ARTICLE I, IN GENERAL; SECTION 21-4, DRAINAGE ON PRIVATE PROPERTY; AND SECTION 21-16; SO AS TO BROADEN THE CIRCUMSTANCES UNDER WHICH THE COUNTY MAY PERFORM EMERGENCY MAINTENANCE.

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

SECTION I. The Richland County Code of Ordinances, Chapter 2, Administration; Article V, County Departments; Division 2, Public Works; Section 2-197, Use of County Equipment by Private Parties and During Emergencies; is hereby amended to read as follows:

Sec. 2-197. Use of county equipment by private parties and during public emergencies.

(a) *Use and operation of county equipment.* Only authorized employees of the county shall be allowed to use and operate equipment owned by the county. No such equipment may be used at any time on private property or for private purposes except for public emergencies as hereinafter defined and as duly authorized by the director of public works and/or the county administrator.

(b) *Public emergency.* A public emergency is hereby defined as a flood (as defined under Section 26-22 of this Code of Ordinances), earthquake, tornado, hurricane, ~~commercial~~ plane crash, ~~passenger~~ train wreck, vehicular wrecks involving five (5) or more vehicles and/or ten (10) or more persons, ~~forest~~ fires and other occurrences, natural or man-made, where the public health is threatened or the potential of extensive damage to private property exists and immediate, emergency steps are necessary to protect life, ~~and~~ health, the environment, and prevent substantial property loss.

(c) *Records.* In the event of such public emergency, the department of public works must, as soon thereafter as possible, make a record of the nature of the emergency, the property and/or owner involved, the operator of the equipment, the names of county employees utilized, the date(s) thereof, and the manhours involved.

(d) *Reimbursement.* The director of public works and/or the county administrator may apply for reimbursement for the services rendered by county employees and equipment where the private party either had or has insurance available for such services or where federal or state funds are available, such as disaster aid.

AMENDED

(e) *Violation.* The failure to comply with this section shall be grounds for suspension, removal or termination.

SECTION II. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-4, Drainage on Private Property; is hereby amended to read as follows:

Sec. 21-4. Drainage on private property.

(a) Drainage improvements and/or maintenance will be undertaken by county forces on private property only:

- (1) When the drainage system involved has been designed, approved and constructed in accordance with the county's Stormwater Management, Erosion and Sediment Control Regulations (§§ 26-202, 26-203) and accepted by the county, or
- (2) When there is a clear and substantial public interest served in doing so and drainage easements are granted to the county on all of the property involved. Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council. For the purpose of this section, a public interest is defined as:
 - a. The correction of a serious health hazard or environmental concern, as designated by county or state ~~health~~ officials, affecting multiple residences ~~and beyond the responsibility of an individual property owner~~.
 - b. The correction of a malfunction or inadequacy of the drainage system within the right-of-way of a publicly maintained street or road.
 - c. The correction of drainage problems associated with projects constructed by the county.
 - d. The maintenance of the structural integrity of the existing drainage infrastructure of the county.
 - e. The improvement of drainage for the benefit of the community. To benefit the community, drainage improvements must eliminate flooding that directly affects a minimum of four (4) residences and/or businesses situated on individual lots or inundates a public road.
 - f. However, correction of minor ditch erosion problems on private property will not be considered a substantial public interest.

AMENDED

~~Note: Correction of minor ditch erosion problems on private property will not be considered a substantial public interest.~~

~~(3) Emergency maintenance and/or improvements of private drainage facilities, including natural resources (such as streams), may be undertaken when the following conditions exist and the requirements of Subsection (a) (2), above, cannot be met:~~

- ~~a. The correction of a serious health or environmental hazard, as designated by county or state officials, affecting a single residence and beyond the ability of an individual property owner to resolve.~~
- ~~b. Improvements and/or maintenance that eliminate flooding of less than four (4) residences and/or businesses.~~
- ~~c. Improvements and/or maintenance of an existing drainage facility, failure of which may result in property damage to downstream properties or potential loss of life.~~
- ~~d. The provision of emergency maintenance will not create a maintenance responsibility for Richland County. A temporary right-of-entry will be required of the property owner, covering only the time which the emergency maintenance is performed.~~

~~Improvements and/or maintenance with an estimated material cost in the amount of five thousand dollars (\$5,000.00) or less may be approved by the county administrator. Drainage improvements and/or maintenance in excess of five thousand dollars (\$5,000.00) in material costs shall be reviewed and approved by County Council.~~

~~(b) Construction materials must be furnished by the property owner or others prior to the County undertaking any drainage improvement and/or maintenance under subsection (a) (3), above.~~

~~(bc) Easements or temporary rights-of-way ~~will~~ must be obtained for any existing or proposed drainage facilities on private property before any work is performed thereon by county forces. Easements for maintenance of drainage facilities constructed without the county's approval of plans or inspections will not be accepted unless the property owners execute a hold harmless agreement and release the county from all claims resulting from deficiencies of the facilities.~~

~~(ed) Except where the county has accepted an easement for maintenance of drainage facilities on private property as provided herein, maintenance is the responsibility of the property owner.~~

AMENDED

SECTION III. The Richland County Code of Ordinances, Chapter 21, Roads, Highways and Bridges; Article I, In General; Section 21-16, Work on Private Property; is hereby amended to read as follows:

Sec. 21-16. Work on private property.

The county department of public works is prohibited from performing any work on private property not specifically authorized under the provisions of this ~~section~~ Article except in emergency situations involving public health or safety and authorized, in writing, by the county administrator.

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 6, 2014 (tentative)
Public Hearing:
Second Reading:
Third Reading:

Richland County Council Request of Action

Subject

An Ordinance Amending the Fiscal Year 2013-2014 Transportation Tax Fund Budget to add five (5) full time positions for the establishment of the SLBE Program **[SECOND READING] [PAGES 129-153]**

Notes

April 22, 2014 - The Committee recommended approval to implement the proposed SLBE program model and funding of five FTE positions for the Small Local Business Enterprise Program in FY14.

First Reading: May 6, 2014

Second Reading:

Third Reading:

Public Hearing:

Richland County Council Request of Action

Subject: Small Local Business Enterprise Program Design Model and Projected Budget Approval

A. Purpose

County Council is requested to approve a program design model and budget for the Small Local Business Enterprise (SLBE) division for countywide and Transportation Penny Tax generated projects and contracts.

B. Background / Discussion

The primary objectives of the program are to:

- Utilize a race- and gender-neutral procurement tool to increase the capacity of small and local businesses, including Minority/Women/Disadvantaged Business Enterprises (M/W/DBEs);
- Promote equal opportunity for businesses in construction, architectural, professional, engineering and commodities industries by entering into contracts or engaging in business relationships solely with businesses that have demonstrated equal treatment of vendors, suppliers, subcontractors or commercial customers in their solicitations, selection, and hiring practices;
- Provide additional avenues for the development of broad-based competition for County contracts from the growing pool of small and locally-based businesses;
- Establish new, locally-based sources of supply which promotes economic development.

The general responsibilities associated with administering the program include, but are not limited to:

- Providing general program oversight, management and support;
- Preparing progress, performance and annual reports of goals;
- Certifying SLBEs, Emerging SLBEs and joint ventures;
- Form Goal Setting Committee(s) to establish and apply Affirmative Procurement Initiatives (APIs) when needed;
- Conducting contract compliance verifications;
- Managing contract specification reviews, oversight and close-outs;
- Determining whether graduation and/or suspension provisions of SLBE, Emerging SLBE firms and joint ventures have been met;
- Marketing, community outreach and developing community partnerships;
- Budget and cost monitoring and control.

In designing a model for the program, a Program Needs Assessment was completed which included performing a staffing analysis, projecting personnel and operating costs, and developing a proposed overall budget. In evaluating the program's needs, the City of Columbia, SCDOT, Charleston County, City of Charlotte, City of Durham, City of Houston, and the City of San Diego were consulted during the study to learn how their programs were structured and

staffed. In this evaluation five (5) positions were identified as most vital to the operations of the SLBE program. These positions will report to the Assistant Director of the SLBE division.

Each position's pay rates will be proportional with the percent of work completed through the Penny Tax and the amount completed countywide which is estimated to be allocated at a rate of 75% from the Transportation Penny Tax fund and 25% from the General Fund. These positions may be eliminated when total projected revenues from the Transportation Penny program have been collected and expended in roughly 21 years.

A brief description of each position is provided below as well as the number of staff persons needed in each category. These positions are also illustrated in the SLBE organization chart, which is attached as Appendix 1:

- **Certification Specialist (1-2):** Responsible for reviewing and processing applications for primes and subcontractors; examining, evaluating, and investigating program eligibility; conducting site visits to verify program eligibility and confirming eligibility of industries that work with other businesses or firms. Recommendations for certification or denial will be made by the incumbent however the Assistant Director will make final determination of eligibility and whether certification ultimately will be granted. The outcome of a classification study conducted by HRD has established a pay range between \$32,152 and \$51,298 per year.
- **Contracts and Compliance Specialist (1-2):** Responsible for ensuring federal, state and local laws, regulations and ordinances governing contracts are complied with. This individual will ensure policies, procedures and regulations are being practiced in accordance with the provisions of the scope of services within the contract. This individual will also monitor performance and other related activities of primes and subcontractors to ensure each participant remains eligible for involvement in the program. Recommendations to graduate, suspend or terminate participants from the program will be made to the Assistant Director who will make the final determination whether program criteria for advancement from the program have been satisfied. This individual may also assist with contract development, administration, tracking, analysis, monitoring and communicating performance. The outcome of a classification study conducted by HRD has established a pay range between \$39,062 and \$62,420 per year.

Shortly after the program has been fully implemented, in FY 15 a subsequent determination will be made when the additional positions will need to be brought in to the program. The positions outlined below have not undergone a classification study so the pay amounts are purely estimates only. They include the following:

- **Procurement Specialist (1):** Responsible for developing schedules for final construction plan submittals, project advertisements, addendums, mandatory pre-bid meetings, and

bid openings. Develops proposals for individual project bids and provides final engineering cost estimates prior to project advertisement. Conducts bid openings, analysis of bid tabulations and makes recommendations to the Assistant Director for awards and rejections. Produces standard specifications for proposals to ensure SLBE requirements for individual projects and oversight procedures for compliance are adhered to.

- **Program Specialist / Intake Coordinator (1):** As the first point of contact, the incumbent is responsible for providing administrative support to the program, including intake and coordination of certification applications; communicating with and responding to questions from potential applicants and the public; monitoring and updating the bidder registration system; maintaining schedule for outreach meetings and workshops in conjunction with the PDT and providing assistance as needed; responding to information requests; conducting basic research and storing and integrating information from existing files and databases to a new system.

Prior to implementing the program, it is recommended one Certification Specialist and one Contracts and Compliance Specialist be hired immediately. In the first few months after the program launches staffing levels will build as the program fully develops and its needs expand at which time a second Certification or Contracts and Compliance Specialist, a Procurement Specialist and a Program Assistant. Council is also requested to approve hiring these positions as well; however, these positions are not as critical as the other two requested and could be filled after July 1, 2014.

The program will be continuously and closely monitored after implementation to verify all positions adequately cover the needs of the program. Adjustments will be made as needed to ensure the program's operations function in a high quality, efficient and streamlined manner. It is therefore recommended funding for all estimated personnel costs be approved and encumbered *now* as part of the division's FY15 budget request. When program need dictate the need for additional staff, the vacant positions and associated personnel costs will have already been approved and the positions can be filled as quickly as possible. Administration and Council will be updated of any anticipated changes in program needs at the earliest time possible.

The program is projected to launch in July 2014 and assumes the program design and proposed budget have received Council approval, the necessary resources are available and accessible as requested, and the two requested employees are in place prior to implementation. Although firm estimates are not available on the prospective number of SLBEs that will participate in the program, gauging from the level of public interest in the Penny Tax initiative, upcoming projects scheduled to begin in summer 2014, and from discussions with and inquiries from small business owners, the interest is predicted to be moderate to high.

C. Legislative / Chronological History

- On February 18, 2014 County Council approved the Retreat Directive for staff to provide Council a program design model and present a proposed budget.
- At the Council Retreat held on January 23, 2014 Council was provided an update on the status of the program.
- On December 30, 2013 the SLBE program was added as a second division to the Procurement Office.
- Ordinance No. 049-13HR was approved on September 17, 2013 (attached as Appendix 2).

D. Financial Impact

All program-related costs will be allocated from both the Transportation Penny Tax Fund and the General Fund based on the division of the work in each area. The program as well as operating costs provided in Table 1 is *estimate only* since this is a newly-developed program.

The initial one-time purchase of vehicles, computers and related equipment, and office supplies required for staff will be higher in the first year than in subsequent years when these items will be maintained. The Certification and Contracts and Compliance Specialist positions have been identified as most critical and time sensitive to implementation. However, the Procurement Specialist and Program Specialist positions will be classified by HRD in the near future.

To provide Council a realistic sense of what the personnel costs would be for the positions that have not undergone a classification study, similar positions from the municipalities mentioned earlier were reviewed, as well as research from the National Occupational Employment and Wage Estimates from the Bureau of Labor statistics salaries. However because each particular program design and its needs are unique, and because the variables associated with determining pay ranges vary so widely, the information reviewed could only be applied in a general manner. After the classification analysis for the Procurement and Program Specialist positions have been completed and concrete pay ranges for each have been determined, the budget will be updated accordingly.

When the classifications have been completed and the pay ranges have been defined, the information will be presented to Council in a progress report update.

Table 1. SLBE Program Budget

Line Description	FY15
Estimated Personnel Costs	\$382,151
Estimated Operating Costs	\$109,000
Total Estimated Program Costs	\$ 491,151

E. Alternatives

1. Approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and authorize two staff persons to be immediately hired in FY 14 prior to implementation. The personnel budget for the remaining three positions will be

approved and encumbered as part of this request to allow the additional three staff positions to be hired in FY15. Approval of five positions is being requested.

2. Do not approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and FY 15.

If this Alternative is selected, the program will not be implementable. All associated program expenditures and proposed positions are critical to the development, implementation, and administration of the program.

F. Recommendation

It is recommended Council approve the request to implement the proposed SLBE program model and projected budget for the remainder of FY14 and authorize two staff persons to be immediately hired in FY 14 prior to implementation. The personnel budget for the remaining three positions will be approved and encumbered as part of this request to allow the additional three staff positions to be hired in FY15. Approval of five positions is being recommended.

Recommended by: Justine Jones Department: Procurement Date: 4/7/14

G. Reviews

Finance

Reviewed by: Daniel Driggers Date: 4/18/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Recommendation supports Administration's comments below

Human Resources

Reviewed by: Dwight Hanna Date:
 Recommend Council approval Recommend Council denial
 County Council discretion
Comments regarding recommendation: It appears that Council has already approved and/or agreed to this project. Upon review, there are different individuals designated for approvals. Some approval authorizations are designated to Procurement Director, and Assistant Procurement Director [and] appropriate Contracting Officer. Human Resources recommends the County clearly designates who has approval authority. Human Resources has not participated in the staffing analysis and assessment to determine the appropriate number or type positions needed for this project. Human Resources involvement has been limited to classification of jobs based on information provided from the Procurement Department.

Legal

Reviewed by: Elizabeth McLean Date: 4/18/14
 Recommend Council approval Recommend Council denial
Comments regarding recommendation: Policy decision left to Council's discretion.

Administration

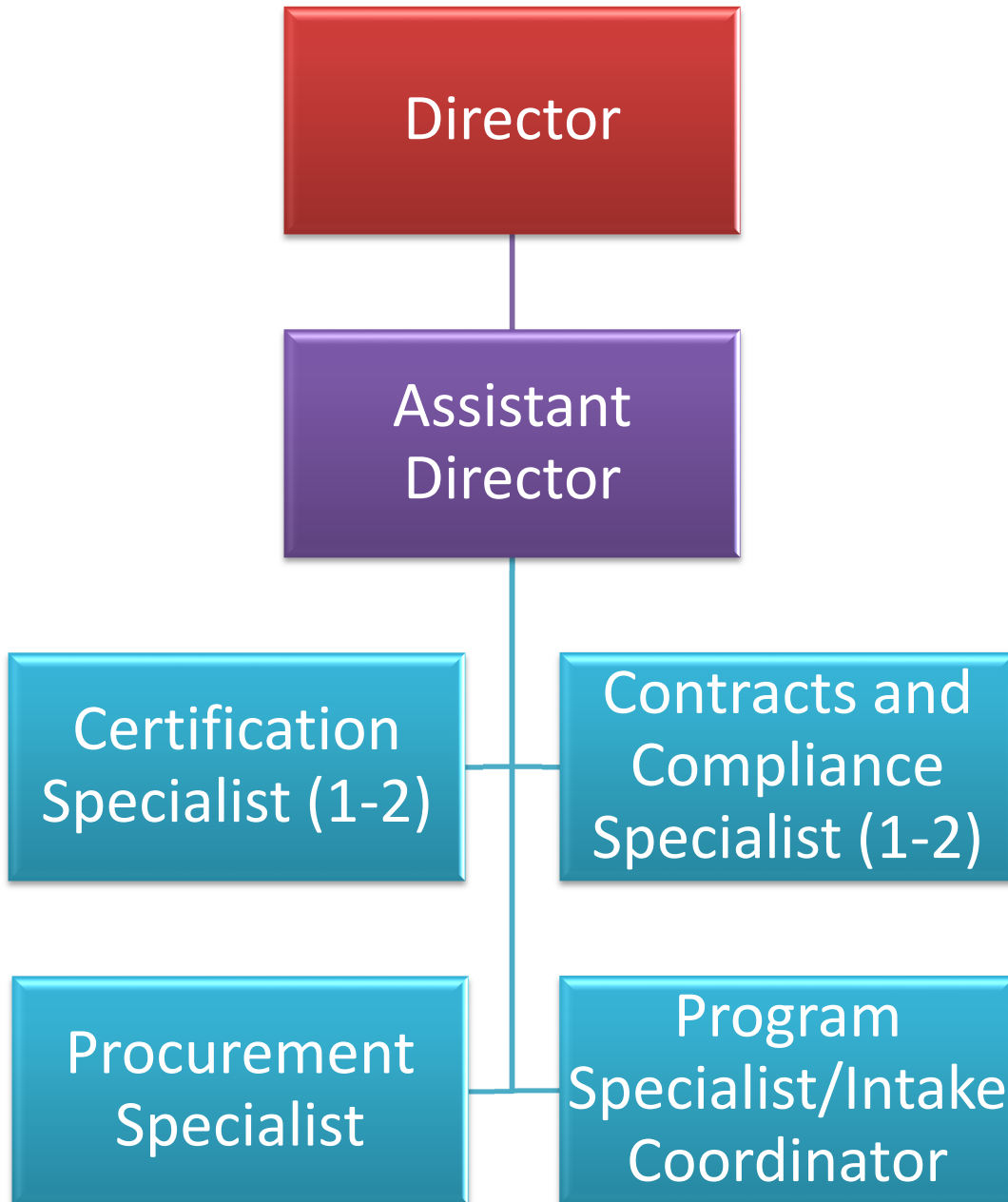
Reviewed by: Roxanne Ancheta Date: April 18, 2014
 Recommend Council approval Recommend Council denial

Comments regarding recommendation: It is recommended that Council approve the request to implement the proposed SLBE program model as outlined above. It is also recommended that Council immediately approve the creation and hiring of one (1) Certification Specialist, and one (1) Contracts and Compliance Specialist. A budget amendment will be required. Council may choose to approve the remaining three (3) proposed new positions at this time, or wait to see how the program progresses, and determine staffing needs at a later date. This portion of the request (remaining 3 positions) is a policy decision of Council.

**Small Local Business Enterprise (SLBE)
Program Organization Chart**

FYs14/15

Appendix 1



Appendix 2

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 049-13HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION; ARTICLE X, PURCHASING; BY ADDING A NEW DIVISION ENTITLED 7, SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS; AND AMENDING CHAPTER 2, ADMINISTRATION; ARTICLE XI, INQUIRIES AND INVESTIGATIONS; SO AS TO RENUMBER THE PARAGRAPHS THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 2, Administration; Article XI, Inquiries and Investigation; Section 2-639, Short title; is hereby renumbered to read as Section 2-647, and all remaining paragraphs in Article XI are renumbered in appropriate chronological order.

SECTION II. The Richland County Code of Ordinances, Chapter 2, Administration; Article X, Purchasing; is hereby amended by the creation of a new Division, to read as follows:

DIVISION 7. SMALL LOCAL BUSINESS ENTERPRISE PROCUREMENT REQUIREMENTS

Sec. 2-639. General Provisions.

(a) *Purpose*

The purpose of this division is to provide a race- and gender-neutral procurement tool for the County to use in its efforts to ensure that all segments of its local business community have a reasonable and significant opportunity to participate in County contracts for construction, architectural & engineering services, professional services, non-professional services, and commodities. The Small Local Business Enterprise (“SLBE”) Program also furthers the County’s public interest to foster effective broad-based competition from all segments of the vendor community, including, but not limited to, minority business enterprises, small business enterprises, and local business enterprises. This policy is, in part, intended to further the County’s compelling interest in ensuring that it is neither an active nor passive participant in private sector marketplace discrimination, and in promoting equal opportunity for all segments of the contracting community to participate in County contracts. Moreover, the SLBE Program provides additional avenues for the development of new capacity and new sources of competition for County contracts from the growing pool of small and locally based businesses.

(b) *Scope and Limitations*

This SLBE Program may be applied by the County on a contract-by-contract basis to the maximum practicable extent permissible under federal and state law.

(c) *Definitions*

Affirmative Procurement Initiatives – refers to any procurement tool to enhance contracting opportunities for SLBE firms including: bonding / insurance waivers, bid incentives, price preferences, sheltered market, mandatory subcontracting, competitive business development demonstration projects, and SLBE evaluation preference points in the scoring of proposal evaluations.

Award – the final selection of a bidder or offeror for a specified prime contract or subcontract dollar amount. Awards are made by the County to prime contractors or vendors or by prime contractors or vendors to subcontractors or sub-vendors, usually pursuant to an open invitation to bid (“ITB”) or request for proposal (“RFP”) process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are to be paid to a bidder or offeror under an awarded contract.)

Bid Incentives – additional inducements or enhancements in the bidding process that are designed to increase the chances for the selection of SLBE firms in competition with other firms. These bid incentives may be applied to all solicitations, contracts, and letter agreements for the purchase of Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities including change orders and amendments.

Centralized Bidder Registration System (“CBR”) -- a web-based software application used by the County of Richland to track and monitor SLBE availability and utilization (i.e., “Spend” or “Payments”) on County contracts.

County – refers to the County of Richland, South Carolina.

Commercially Useful Function – an SLBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SLBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an SLBE is performing a commercially useful function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the SLBE firm is to be paid under the contract is commensurate with the work it is actually performing and the SLBE credit claimed for its performance of the work, and other relevant factors. Specifically, an SLBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of meaningful and useful SLBE participation, when in similar transactions in which SLBE firms do not participate, there is no such role performed.

Emerging SLBE – an emerging firm that meets all of the qualifications of a Small Local Business Enterprise, and that is less than five years old, but has no more than five full-time employees and annual gross sales as averaged over the life of the firm that are less than \$1 million.

Goal – a non-mandatory annual aspirational percentage goal for SLBE contract participation is established each year for Architectural & Engineering services, Construction, Professional Services, Non-professional Services, and Commodities contracts. Mandatory percentage goals for SLBE subcontract participation may be established on a contract-by-contract basis by either the Director of Procurement or a Goal Setting Committee.

Goal Setting Committee – a committee established by the Director of Procurement for the County (including a representative of the Procurement Department and a representative of the end-user agency) and chaired by the Director of Procurement that establishes SLBE Program goals and selects appropriate SLBE Affirmative Procurement Initiatives to be applied to each contract for the County based upon industry categories, vendor availability, and project-specific characteristics. The Director of Procurement may establish as many as five separate Goal Setting Committees (i.e., one for each industry category).

Good Faith Efforts – documentation of the Bidder’s intent to comply with SLBE Program goals and procedures, including, but not limited to the following: (1) documentation within a bid submission or proposal reflecting the Bidder’s commitment to comply with SLBE Program goals as established by the Director of Procurement or a Goal Setting Committee for a particular contract; or (2) documentation of efforts made towards achieving the SLBE Program goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SLBE subcontract opportunities on the County web site; solicitations of bids from all qualified SLBE firms listed in the County’s SLBE Directory of certified SLBE firms; correspondence from qualified SLBE firms documenting their unavailability to perform SLBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to SLBE firms; documentation of efforts to assist SLBE firms with obtaining financing, bonding, or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of small and local businesses in order to identify qualified and available SLBE subcontractors.)

Graduation – An SLBE firm permanently graduates from the County’s SLBE program when it meets the criteria for graduation set forth in this policy.

Independently Owned, Managed, and Operated – ownership of an SLBE firm must be direct, independent, and by individuals only. Business firms that are owned by other businesses or by the principals or owners of other businesses that cannot themselves qualify under the SLBE eligibility requirements shall not be eligible to participate in the SLBE program. Moreover, the day-to-day management of the SLBE firm must be direct and independent of the influence of any other businesses that cannot themselves qualify under the SLBE eligibility requirements.

Industry Categories – procurement groupings for County contracts for purposes of the administration of Affirmative Procurement Initiatives shall be inclusive of Architectural &

Engineering, Construction, Professional Services, and Non-professional Services, and Commodities procurements. Industry Categories may also be referred to as “business categories.”

Joint Venture - an association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

Local Business Enterprise (“LBE”) - a firm having a Principal Place of Business or a Significant Employment Presence in Richland County, South Carolina. This definition is subsumed within the definition of Small Local Business Enterprise.

Non-professional Services – non-construction, non-architectural, and non-engineering services that are other than Professional Services, and such “other” services that do not require any license or highly specialized training and credentials to perform.

Points – the quantitative assignment of value for specific evaluation criteria in the selection process.

Prime Contractor – The vendor or contractor to whom a purchase order or contract is awarded by the County for purposes of providing goods or services to the County.

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

Professional Services – any non-construction and non-architectural & engineering services that require highly specialized training and / or licensed credentials to perform, such as legal, accounting, scientific, technical, insurance, investment management, medical, or real estate services.

Responsive - a firm’s bid or proposal conforms in all material respects to the invitation to bid or request for proposal and shall include compliance with SLBE Program requirements.

Sheltered Market – An Affirmative Procurement Initiative designed to set aside a County contract bid for bidding exclusively among SLBE firms.

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

Small Local Business Enterprise (“SLBE”) – an independently owned firm that is not dominant in its industry, and that satisfies all requirements of being both a “*Small Business Enterprise*” and a “*Local Business Enterprise*.”

SLBE Plan Execution Certification (SLBE Form – C) - The form certifying the general contractor’s intent to use a SLBE subcontractor, verifying that an agreement has been executed between the prime and the SLBE.

SLBE Directory - A listing of the small local businesses that have been certified by the Procurement Department for participation in the SLBE Program.

SLBE Certification/Re-certification Application (SLBE Form – R) – This form shall be completed by Small Local Business Enterprises (SLBEs) when applying for and/or recertifying SLBE status for participation in the County’s Small Local Business Enterprise Program. This form shall be completed every two years by certified Small Local Business Enterprises by the anniversary date of their original certification.

SLBE Schedule for Subcontractor Participation (SLBE Form – S) – This form must be completed by all non-SLBE firms that subcontract to SLBE firms. A form must be submitted for each SLBE subcontractor. This form(s) must be reviewed and approved by the Director of Procurement before contract award.

SLBE Unavailability Certification (SLBE Form – U) - This form demonstrates a bidder's unsuccessful good faith effort to meet the small, local participation requirements of the contract. This form will only be considered after proper completion of the outreach and compliance efforts and methods used to notify and inform SLBE firms of contracting opportunities have been fully exhausted.

Small Business Enterprise (“SBE”) a small business enterprise is any for-profit enterprise as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is independently owned and operated, that is not a subsidiary of another business, and that is not dominant in its field of operation; and that also meets the following size standard limitations: (1) the SBE must have no more than fifty full-time employees; and (2) the SBE and must have annual gross revenues within its largest primary NAICS commodity code as averaged over its most recent past three fiscal years of not more than \$10 million for construction firms, specialty trade contractors, and manufacturing firms; not more than \$5 million for architectural firms; not more than \$3 million for professional services firms (e.g., scientific, real estate, insurance, accounting, legal, etc.); not more than \$2.5 million for engineering firms; and not more than \$2 million for wholesale operations, retail firms, and all other services firms (e.g., truck transportation, administrative support services, repair and maintenance services). If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business not to exceed the three years. Once the gross annual receipts of a business exceed the gross sales average limits, it should no longer be eligible to benefit as an SLBE firm and should be graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet economic changes. Joint ventures must be certified on a bid-by-bid basis. The joint venture shall not be subject to the average gross receipts and employee limits imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SBE. *This definition is subsumed within the definition of Small Local Business Enterprises.*

Small Local Business Enterprise (“SLBE”) – A Local Business Enterprise that is also a Small Business Enterprise.]

Spend Dollars – dollars actually paid to prime and / or subcontractors and vendors for County contracted goods and/or services.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the County.

Suspension – the temporary stoppage of a SLBE firm’s participation in the County’s contracting process under the SLBE Program for a finite period of time due to the cumulative contract payments the SLBE received during a fiscal year.

Sec. 2-640. Program Objectives and General Responsibilities.

(a) To meet the objectives of this Program, the County is committed to:

1. Increasing the participation of Small Local Business Enterprises (“SLBEs”) in County contracting, and, to the extent possible, ameliorating through race- and gender-neutral means, any disparities in the participation of minority business enterprises or women business enterprises on County contracts.
2. Regular evaluation regarding the progress of the Program using accumulated availability and utilization data to determine specific program provisions that require modification, expansion, and/or curtailment;
3. Establishing one or more Goal Setting Committee(s) (“GSCs”) to provide guidance on the implementation of the rules under this Policy;
4. Continuous review and advice of the GSC in administering the policy and goals herein. The County’s Director of Procurement shall determine the size of each GSC that is to be chaired by the Procurement Director. The Procurement Director shall also appoint the remaining members of the GSC from the County’s procurement personnel and other County departments affected by this Program; and
5. Providing accountability and accuracy in setting goals and in reporting program results through the implementation of a mandatory centralized bidder registration process capable of identifying with specificity the universe of firms that are available and interested in bidding on and /or performing on County contracts, and of providing the means of tracking actual County bids, contract awards, and prime contract and subcontract payments to registered bidders on the basis of firm ownership status, commodity or sub-industry codes, firm location, and firm size. Accordingly, Prime Contractors and Subcontractors will be required to register and input data into the CBR or other related forms and systems as a condition of engaging in business with the County.

(b) At a minimum, the Procurement Director shall:

1. Report to the County Administrator and the County Council on at least an annual basis as to the County’s progress towards satisfying SLBE program objectives;

2. Formulate Program waivers, improvements and adjustments to the GSC goal-setting methodology and other Program functions;
3. Have substantive input in a contract specification review process to be undertaken in advance of the issuance of County's RFPs and bid solicitations to ensure that contract bid specifications are not unnecessarily restrictive and unduly burdensome to small, local, minority-owned, and other businesses;
4. Receive and analyze external and internal information including statistical data and anecdotal testimonies it deems appropriate to effectively accomplish its duties; and
5. Monitor and support the implementation of the rules under this Program, and where appropriate, make recommendations to the County Administrator for approval of changes to established size standards for SLBE firms, and provide notice of all approved changes to the County Council.

(c) At a minimum, each Goal Setting Committee shall:

1. Meet as often as it deems necessary to accomplish its duties but not less than twice annually;
2. Develop the SLBE goal setting methodology to be implemented by the Director of Procurement on a contract-by-contract basis; and
3. Monitor and support the implementation of the rules under this Program policy.

Sec. 2-641. Eligibility for the SLBE Program.

(a) For the purpose of this program, a firm will be certified as a Small and Local Business Enterprise (*SLBE*) with the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the SLBE eligibility criteria as set forth below:

1. It is an independently owned and operated for-profit business concern as defined by South Carolina Code of Laws, Title 33, Chapter 31 that is not a broker, that is not a subsidiary of another business, that is not dominant in its field of operation; whose owners are actively involved in day-to-day management and control of the business, and that also is performing a commercially useful function;
2. It meets size standard eligibility requirements for Small Business Enterprises as defined below:
 - a. Construction firms, specialty trade firms, and manufacturing firms have not employed more than 50 full-time persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$7 million in its most recently completed 3 fiscal years;

- b. Architectural business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;
- c. Professional services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$3 million in its most recently completed 3 fiscal years;
- d. Engineering business firms , have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2.5 million in its most recently completed 3 fiscal years;
- e. Wholesale operations, retail firms, and all other services business firms have not employed more than 50 persons at any time during the last three years, and the gross annual revenues of the business for its largest primary NAICS code have not exceeded an average of \$2 million in its most recently completed 3 fiscal years; and

If a business has not existed for 3 years, the employment and gross revenue limits described above shall be applied based upon the annual averages not to exceed three years.

Once the gross annual revenues of a business exceed the three-year average gross annual revenue limits, it should no longer be eligible to benefit as an SLBE firm and should be permanently graduated from the program. The size standards in number of employees and annual gross revenue dollars should be reviewed annually and adjusted periodically to meet changes in market conditions. Joint ventures must be certified on a bid-by-bid basis. The joint venture itself shall not be subject to the size standard limitations imposed by this section. However, each individual business participating in the joint venture must be certified by the Procurement Department as an SLBE in order for the joint venture to receive the benefits of the SLBE program.

This definition is subsumed within the definition of Small Local Business Enterprises.

- 3. The firm is a Local Business Enterprise as defined by this Policy with a principal place of business or significant employment presence in Richland County, SC as defined herein;
- 4. The firm has been established for at least one year or the managing principals of the business each have at least three years of relevant experience prior to forming or joining the business; and
- 5. In the year preceding the date of the initial certification application, the applicant has not received more than \$1,000,000 in County contract payments as a result of contract awards from the County achieved through an open competitive bidding process.

(b) Upon receipt of SLBE certification or re-certification applications, the Director of Procurement or designated Procurement Department staff shall review all enclosed forms affidavits and documentation to make a prima facie determination as to whether the applicant satisfies the SLBE eligibility requirements as set forth in this policy. Applicants determined ineligible to participate as a SLBE shall receive a letter from the Director of Procurement stating the basis for the denial of eligibility. Applicants determined ineligible shall not be eligible to submit a new application for one year after the date of the notice of denial of eligibility.

(c) Applicants determined eligible to participate in the SLBE program shall submit a completed re-certification form (SLBE-R) every two years to the Procurement Department for review and continued certification. However, upon application for re-certification, an SLBE firm must be an independently owned and operated business concern, and maintain a Principal Place of Business or Significant Employment Presence in the County of Richland in accordance with this Section 2-641 of Division 7, "Eligibility for the SLBE Program," of this Policy. To qualify for recertification, an SLBE's maximum employment numbers and annual gross revenues average for the three fiscal years immediately preceding the application for recertification shall not exceed the size standard eligibility requirements.

(d) In the course of considering the certification or re-certification status of any SLBE firm, the Director of Procurement or his or her designees shall periodically conduct audits and inspect the office, job site, records, and documents of the firm, and shall interview the firm's employees, subcontractors, and vendors as reasonably necessary to ensure that all eligibility standards are satisfied and that the integrity of the SLBE Program is maintained.

(e) For purposes of this Program, a firm will be certified as an *Emerging SLBE* by the Procurement Department upon its submission of a completed certification form (SLBE Form-R), supporting documentation, and a signed affidavit stating that it meets all of the Emerging SLBE eligibility criteria as set forth below:

1. The firm complies with SLBE criteria as specified above in Sec. 2-641 (a)(1) and (a)(3);
2. The firm has been in existence for less than five years;
3. The firm has no more than five full-time employees; and
4. The firm's annual gross revenues as averaged over the life of the firm are less than \$1 million.

Sec. 2-642. Graduation and Suspension Criteria.

(a) A bidder may not count towards its SLBE or Emerging SLBE participation the amount subcontracted to an SLBE or Emerging SLBE firm that has graduated or been suspended from the program as follows:

1. An SLBE firm shall be permanently graduated from the SLBE Program after it has received a cumulative total of \$5 million of County-funded prime contract or subcontract payments in at least five separate contracts since its initial certification as an SLBE firm;

2. An SLBE firm shall be permanently graduated from the SLBE program after its three fiscal year average gross sales exceeds the size standard eligibility requirements;
 3. An SLBE firm shall be temporarily suspended by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$1.5 million in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the SLBE firm shall be eligible to participate in Affirmative Procurement Initiatives in the following fiscal year so long as the firm has not yet satisfied the graduation criteria;
 4. An SLBE firm may have its SLBE eligibility permanently revoked by the Director of Procurement if it fails to perform a Commercially Useful Function under a contract, or if it allows its SLBE status to be fraudulently used for the benefit of a non-SLBE firm or the owners of a non-SLBE firm so as to provide the non-SLBE firm or firm owners benefits from Affirmative Procurement Initiatives for which the non-SLBE firm and its owners would not otherwise be entitled;
 5. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status after it has received a cumulative total of \$2.5 million of County-funded prime contracts or subcontract payments in at least five separate contracts since its initial certification as an Emerging SLBE firm;
 6. An Emerging SLBE firm shall be permanently graduated from Emerging SLBE status once its three-year average annual gross sales exceeds \$2 million; and
 7. An Emerging SLBE firm shall be temporarily suspended from Emerging SLBE status by the Director of Procurement for the balance of any fiscal year after it has received a cumulative total of \$750,000 in payments as a prime contractor and / or subcontractor for that fiscal year; provided, however, that the Emerging SLBE firm shall be eligible to continue participating in Affirmative Procurement Initiatives as an SLBE firm for the remainder of the fiscal year, and may also participate in Affirmative Procurement Initiatives as an Emerging SLBE firm in the following fiscal year so long as the firm has not yet satisfied the graduation criteria for such status.
- (b) The Director of Procurement shall provide written notice to the SLBE firm or Emerging SLBE firm upon graduation or suspension from the SLBE program, and such notice shall clearly state the reasons for such graduation or suspension.

Sec. 2-643. Appeals.

A business concern that is denied eligibility as an SLBE or as an Emerging SLBE, or who has its eligibility revoked, or who has been denied a waiver request can appeal the decision to the County Administrator. A written notice of appeal must be received by the County Administrator within 15 days of the date of the decision. Upon receipt of a timely notice of appeal and request for hearing, the Director of Procurement, or designee (other than the Director of Procurement), shall also participate in a hearing conducted by the County Administrator or the County Administrator's designee soon as practicable. The decision of the County Administrator, or designee, shall be the final decision of the County.

Sec. 2-644. Affirmative Procurement Initiatives for Enhancing SLBE and Emerging SLBE Contract Participation.

(a) The County in conjunction with the appropriate Contract Officer and the Director of Procurement may utilize the following Affirmative Procurement Initiatives in promoting the award of County contracts to SLBEs or Emerging SLBEs.

1. *Bonding and Insurance Waiver:* The County, at its discretion, may waive or reduce the bonding, or insurance requirements depending on the type of contract and whether the County determines that the bonding and or insurance requirements would deny the SLBE or Emerging SLBE an opportunity to perform the contract which the SLBE or Emerging SLBE has shown itself otherwise capable of performing.

2. *Price Preferences:* The County may award a contract to a SLBE or Emerging SLBE which submits a bid within 10% (inclusive) of a low bid by a non-SLBE. However, this price preference would not apply if the award to the SLBE would result in a total contract cost that is, on an annual basis, more than \$25,000 higher than the low bid; nor would it apply on a contract in which the total contract cost would exceed the County’s budgeted price for the contract.

3. *Evaluation Preferences:* The County may reserve up to 20% of the total points available for evaluation purposes for respondents to an RFP to firms that are certified as SLBE or Emerging SLBE firms, or to joint ventures that have SLBE and/or Emerging SLBE partners

a. For Architectural & Engineering, Professional Services, Other Services, and design / build or CM at risk contracts that are awarded based on evaluation criteria, there shall be SLBE or Emerging SLBE participation criterion for all contracts let at predetermined percentage of the total points awarded. The determination will be made using the suggested model outlined in the “Point Evaluation Table” below:

POINT EVALUATION TABLE

10 Points for SLBE Participation	20 Points for SLBE Participation
> 51% = 10 points	> 51% = 20 points
> 45% = 7 points	> 45% = 17 points
> 40% = 6 points	> 40% = 16 points
> 35% = 5 points	> 35% = 14 points
> 30% = 4 points	> 30% = 12 points
> 25% = 3 points	> 25% = 10 points
> 20% = 2 points	> 20% = 8 points
> 15% = 1 points	> 15% = 6 points
	> 10% = 4 points

Contractors may be evaluated on their SLBE or Emerging SLBE participation by utilizing the following schedule, which is most often used by Architectural & Engineering:

Points Awarded		% of Participation Criteria
5.0	51-100	Proposals by registered SLBE owned and/or controlled firms
4.0	36 – 50	Majority prime with registered SLBE participation
3.0	30 – 35	Majority prime with registered SLBE participation
2.0	24 – 29	Majority prime with registered SLBE participation
0	0 – 23	Less than the goal for registered SLBE participation

4. *Mandatory Subcontracting:*

a. The Goal Selection Committee may, on a contract-by-contract basis, at its discretion, require that a predetermined percentage of a specific contract, up to 40%, be subcontracted to eligible SLBEs or to eligible Emerging SLBEs, provided however, that if the prime contractor is a certified SLBE or Emerging SLBE, then the prime contractor shall be able to count the dollar value of the work performed by its own forces towards satisfaction of the Mandatory Subcontracting goal for that contract.

b. An SLBE or Emerging SLBE prime contractor may not subcontract more than 49% of the contract value to a non-SLBE.

c. A prospective bidder on a County contract shall submit at the time of bid SLBE – Form S providing the name of the SLBE or Emerging SLBE subcontractor or subcontractors and describing both the percentage of subcontracting by the SLBE or Emerging SLBE, and the work to be performed by the SLBE or Emerging SLBE. A bidder may request a full or partial waiver of this mandatory subcontracting requirement from the Director of Procurement for good cause by submitting the SLBE Unavailability Certification form to the Director of Procurement at the time of bid. Under no circumstances shall a waiver of a mandatory subcontracting requirement be granted without submission of adequate documentation of Good Faith Efforts by the bidder and careful review by the Director of Procurement. The Director of Procurement shall base his or her determination on a waiver request on the following criteria:

(1) Whether the requestor of the waiver has made Good Faith Efforts to subcontract with qualified and available SLBEs or Emerging SLBEs;

(2) Whether subcontracting would be inappropriate and/or not provide a “Commercially Useful Function” under the circumstances of the contract; and

(3) Whether there are no certified SLBE or Emerging SLBE firms that are qualified and available to provide the goods or services required.

d. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to commit in its bid or proposal to satisfying the mandatory SLBE subcontracting goal shall render its bid or proposal non-responsive.

e. In the absence of a waiver granted by the Director of Procurement, failure of a Prime Contractor to attain a mandatory subcontracting goal for SLBE participation in the performance of its awarded contract shall be grounds for termination of existing contracts with the County, debarment from performing future County contracts, and / or any other remedies available under the terms of its contract with the County or under the law.

f. A Prime Contractor is required to notify and obtain written approval from the Director of Procurement in advance of any reduction in subcontract scope, termination, or substitution for a designated SLBE or Emerging SLBE Subcontractor. Failure to do so shall constitute a material breach of its contract with the County.

5. *Sheltered Market:*

a. The Director of Procurement and the appropriate County Contracting Officer may select certain contracts which have a contract value of \$250,000 or less for award to a SLBE or a joint venture with a SLBE through the Sheltered Market program. Similarly, the Director of Procurement and the appropriate County Contracting Officer may select certain contracts that have a value of \$50,000 or less for award to an Emerging SLBE firm through the Sheltered Market program.

b. In determining whether a particular contract is eligible for the Sheltered Market Program, the County's Contracting Officer and Director of Procurement shall consider: whether there are at least three SLBEs or Emerging SLBEs that are available and capable to participate in the Sheltered Market Program for that contract; the degree of underutilization of the SLBE and Emerging SLBE prime contractors in the specific industry categories; and the extent to which the County's SLBE and Emerging SLBE prime contractor utilization goals are being achieved.

c. If a responsive and responsible bid or response is not received for a contract that has been designated for the Sheltered Market Program or the apparent low bid is determined in the Procurement Director's discretion to be too high in price, the contract shall be removed from the Sheltered Market Program for purposes of rebidding.

6. *Competitive Business Development Demonstration Project:*

a. With the concurrence of the Director of Procurement, the appropriate County Contracting Officer may reserve certain contracts for placement into a Competitive Business Development Demonstration Project ("CBD Demonstration Project") wherein those contracts require the purchase of goods or services from an industry that routinely has too few sources of bidders to provide meaningful or sufficient competition for such County contracts. The purpose for the placement of a contract into the CBD Demonstration Project shall be to encourage the development of new capacity within an industry to competitively bid on the future supply of specialized goods or services to the County.

b. Contracts reserved for CBD Demonstration Projects shall be subject to a Request for Proposals process whereby the selected firm will be required to be a joint venture between an established firm or experts in that relevant industry and an SLBE firm. The scope of work for the selected joint venture shall include teaching a hands-on curriculum to SLBE firms that have expressed an interest in diversifying into the relevant industry, in addition to performing the customary functions of the contract. This curriculum shall include both administrative skills (e.g. cost estimating, bidding, staffing, project management) and technical skills (e.g., hands-on demonstration of how to perform necessary tasks in the field) required to qualify for future County contracts and to successfully compete in the industry.

c. The Director of Procurement shall be required to select SLBE candidate firms for participation on such CBD Demonstration Projects on the basis of an assessment of their current capabilities and their likely success in diversifying into the new relevant industry once given technical assistance, training, and an opportunity to develop a performance track record in the industry.

Sec. 2-645. SLBE Program Performance Review.

(a) The Director of Procurement or designee shall monitor the implementation of this Policy and the progress of this Program. On at least an annual basis, the Director of Procurement or designee shall report to the County Administrator and County Council on the progress of achieving the goals established for awards to certified SLBE and Emerging SLBE firms, reporting both dollars awarded and expended. In addition, the Director of Procurement or designee shall report on the progress in achieving the stated Program Objectives, including, but not limited to, enhancing competition, establishing and building new business capacity, and removing barriers to and eliminating disparities in the utilization of available minority business enterprises and women business enterprises on County contracts.

(b) The County shall periodically review the SLBE Program to determine whether the various contracting procedures used to enhance SLBE contract participation need to be adjusted or used more or less aggressively in future years to achieve the stated Program Objectives. The County Council shall conduct a public hearing at least once every two years in order to solicit public comments on the Program.

Sec. 2-646. Conflicts.

To the extent language in this Division conflicts with other language in Article X, the language in this Division controls only with respect to contracts wherein the Small Local Business Enterprise Program is being applied by the Director of Procurement. In all other respects, prior language in this Article shall remain in full force and effect.

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

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

SECTION V. Effective Date. This ordinance shall be effective from and after September 17, 2013.

RICHLAND COUNTY COUNCIL

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

Attest this _____ day of
_____, 2013.

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: May 21, 2013
Second Reading: July 2, 2013
Third Reading: September 17, 2013
Public Hearing: June 18, 2013

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. SR_11

AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014
TRANSPORTATION TAX FUND BUDGET TO ADD FIVE (5) FULL TIME
POSITIONS FOR THE ESTABLISHMENT OF THE SLBE PROGRAM.

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

SECTION I. Approve the addition of five full time positions. No additional funding is appropriated. Therefore, the Fiscal Year 2013-2014 Transportation Tax Annual Budget is hereby amended as follows:

TRANSPORTATION TAX - REVENUE

Revenue appropriated July 1, 2013 as amended:	\$ 65,061,018
Appropriation of unassigned fund balance:	\$ _____ 0
Total Transportation Tax Revenue as Amended:	\$ 65,061,018

TRANSPORTATION TAX - EXPENDITURES

Expenditures appropriated July 1, 2013 as amended:	\$ 65,061,018
Two Positions – SBLE Program – available immediately	\$ _____ 0
Three Positions - SLBE Program – not available until approval at later date:	\$ _____ 0
Total Transportation Tax Expenditures as Amended:	\$ 65,061,018

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Kelvin Washington, Chair

ATTEST THIS THE _____ DAY

OF _____, 2013

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 a deed to the City of Columbia for certain water lines to serve the JKEKT Koyo Expansion in Northeast Business Park; Richland County TMS # 14900-01-16(p) and 15005-01-02(p) **[SECOND READING]**
[PAGES 154-155]

Notes

First Reading: May 6, 2014

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING A DEED TO THE CITY OF COLUMBIA FOR CERTAIN WATER LINES TO SERVE THE JTEKT KOYO EXPANSION IN NORTHEAST BUSINESS PARK; RICHLAND COUNTY TMS #14900-01-16 (P) & 15005-01-02 (P).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached Deed to Water Lines for JTEKT KOYO EXPANSION IN NORTHEAST BUSINESS PARK; 1006 NORTHPOINT BLVD.; Richland County TMS #14900-01-16 & 15005-01-02 (portion); CF#324-13, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Norman Jackson, Chair

Attest this _____ day of _____, 2014.

Michelle Onley
Interim Clerk of Council

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

Richland County Council Request of Action

Subject

An Ordinance Amending the Richland County Code of Ordinances, Chapter 1, General Provisions; Section 1-15, Naming of Buildings; so as to amend the title to include properties, facilities and structures and to allow for labeling based on geographic location **[PAGES 156-158]**

Notes

First Reading: April 1, 2014
Second Reading: May 6, 2014
Third Reading:
Public Hearing: May 6, 2014

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

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 1, GENERAL PROVISIONS; SECTION 1-15, NAMING OF BUILDINGS; SO AS TO AMEND THE TITLE TO INCLUDE PROPERTIES, FACILITIES AND STRUCTURES AND TO ALLOW FOR LABELING BASED ON GEOGRAPHIC LOCATION.

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

SECTION I. The Richland County Code of Ordinances; Chapter 1, General Provisions; Section 1-15, Naming of Buildings; is hereby amended to read as follows:

Sec. 1-15. Naming and labeling of ~~Buildings~~ buildings, properties, facilities, and structures.

(a) The county council shall have the authority to name or label all county-built, county-financed and/or county-owned public buildings, ~~or properties~~ properties, facilities, or structures. Naming and/or labeling shall be based on the following guidelines at the sole discretion of county council:

(1) Any building, property, facility, or structure may be named in honor of any organization, or deceased or living individual; or

(2) In addition to Richland County identification, any building, property, facility, or structure may be labeled with the geographic location within the County, such as a municipality, neighborhood, unincorporated community, or a designation based on common usage by residents of an area, such as topographical features or historical plat names.

~~(b) Such county-built, county-financed and/or county-owned public buildings or properties may be named in honor of any organization or deceased or living individual, at the discretion of County Council. The following procedure shall be used to recommend a building, property, facility, or structure name or label to county council for consideration:~~

~~(1) Any council member may make a motion to name or label a building, property, facility, or structure based on the above guidelines. Such motion shall be forwarded to the appropriate committee for review and recommendation to the full council; or~~

~~(2) Any citizen, community group or organization, or county staff member, when requested by a citizen or community group or organization, may initiate a naming or labeling request. In such circumstances:~~

~~(c) When a county-built, county-financed and/or county-owned public buildings or property is to be named to honor an individual or organization, the following procedure shall be used:~~

~~(1)~~a. Appropriate persons likely to be interested in the name or labeling of the ~~park~~ building, property, facility, or structure shall be contacted and encouraged to submit one (1) or more suitable names or geographic label suggestions. When naming in honor of an organization, or deceased or living individual, These these persons may be parties who donated land for the building, facility, or structure in question or who made some other similar contribution.

- (2)b. Once appropriate county staff persons are satisfied that all relevant sources of input have been exhausted, they will submit all such information to the county administrator with a staff recommendation as to what or how the building, property, facility, or structure should be named or labeled.
- (3)c. Upon receipt of the staff's recommendation, the county administrator shall review it and submit the list to the chairman of the appropriate committee of the county council for inclusion on the agenda of the next available county council committee meeting.
- (4)d. Such committee shall review the staff recommendation and forward a recommendation of its own to the full county council.
- (5)e. Upon receipt of the committee's recommendation, county council shall vote whether or not to give the building, property, facility, or structure such name or label as it deems to be in the best interest of the community as a whole and of its citizens, and one which reflects the community's history, geography, leaders, and/or culture.

(c) The addition of the name or label should be incorporated at the outset of construction when appropriate, or added when it is financially feasible to do so, such as the regularly scheduled re-painting of a building or replacement sign.

(d) Specific labeling shall be submitted by staff and approved by county council concurrently with the above process.

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

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

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

RICHLAND COUNTY COUNCIL

BY: _____
Norman Jackson, Chair

ATTEST THIS THE _____ DAY
OF _____, 2014.

Michelle Onley
Interim Clerk of Council

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

Richland County Council Request of Action

Subject

- a. I-77 Alliance [**PAGES 159-161**]

I-77 Alliance

Overview

- The I-77 Alliance is a regional economic development organization representing Chester, Fairfield, and York counties. The Alliance was formed as a public/private, nonprofit economic development organization whose sole mission is to market the member counties as a world-class business location.
- The I-77 corridor is the key asset and selling point for this region of South Carolina. For Richland County, it is the link between Columbia and Charlotte which we market to companies as well as Charlotte Douglas Airport.
- The Alliance will be incorporated as a 501(c) 3 organization as approved by the Internal Revenue Service.
- The Board of Directors currently consists of 15 public sector directors and 9 private sector directors and the Executive Director of the organization. Public sector directors include two council members from each county, the local developer from each county, the head of the each county's economic development organization, and the presidents of Midlands Technical College and York Technical College.
- The Executive Committee consists of the chair, vice-chair, executive director, chair of finance committee, two private sector appointees, and the local developers from each county.
- Initially, staff will be comprised of an executive director and marketing/research analysts and could be expanded as the need arises.
- The operating budget for next year is estimated to be \$1.28 million of which 50% will be for marketing, 16% for personnel, 16% for operating expenses, 12% for fund raising, and 6% for strategic planning.

Current Status

- The Alliance has posted the position of Executive Director and anticipates filling this by the end of July.
- A marketing firm has been selected to begin develop the organization's branding, marketing, and website services.
- Convergent Solutions has completed its assessment of the organization's fundraising potential. Initial estimates are for a \$2 million campaign over three years.
- For the current fiscal year, the Alliance has secured close to \$400,000 in matchable contributions and anticipates this number reaching \$600,000 by the end of the fiscal year.

Advantages

- The I-77 Alliance provides Richland County another significant marketing channel through which leads are generated for the Economic Development Office.
- The Alliance's sole focus is marketing and related research which is Richland's greatest need. This focus is reflected in the Alliance's budget where the majority of funding is geared toward marketing activities rather than other services not needed by Richland.
- Enhances a critical connection between Columbia and Charlotte by focusing marketing efforts on this vital link.
- Board of Directors is weighted toward the public sector including the local developers from each county serving on the board. This public sector participation ensures the organization focuses on the needs of the member counties.
- Richland County's estimated contribution of \$50,000 will leverage an additional \$600,000 in funds for marketing thereby providing an excellent return on investment.
- For the most part, the County's significant industrial parks, sites, and buildings are located off I-77.

Richland County Council Request of Action

Subject

Board of Zoning Appeals-1; there is one vacancy on this board

Sheldon L. Cooke, Sr., January 15, 2016 (resigned)

Richland County Council Request of Action

Subject

Building Codes Board of Appeals-3; there will be three vacancies on this board:

Lasenta Lewis-Ellis (Contractor), June 21, 2014
Ralph K. Foster, III, PE (Fire Committee), June 21, 2014*
William Bailey Kauric (Fire Committee), June 21, 2014*

Richland County Council Request of Action

Subject

Community Relations Council-4; there will be four vacancies on this council:

Karen Jenkins, June 30, 2014
Josephine McRant*, June 30, 2014
Sarah B. Watson*, June 30, 2014
Roscoe Wilson*, June 30, 2014

* Eligible for reappointment

Richland County Council Request of Action

Subject

Historic Columbia Foundation-1; there will be one vacancy on this board:

John Kitchens, June 1, 2014*

Eligible for reappointment

Richland County Council Request of Action

Subject

Township Auditorium Board-1; there is one vacancy on this board:

Shawncee Sapp, March 3, 2014*

* Eligible for reappointment

Richland County Council Request of Action

Subject

Accommodations Tax Committee-3 (Positions are for: 1 Hospitality, 1 Lodging, and 1 at Large); one application was received from the following person: **[PAGES 167-169]**

Michael Tandon



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

Applicant must reside in Richland County.

Name: Michael Tandon

Home Address: 109 Turkey Crossing Rd Elgin, SC 29045

Telephone: (home) 803-518-9553 (work) 803-788-4901

Office Address: 1021 Clemson Frontage Rd Columbia, SC 29229

Email Address: Michael@trinitysc.com

Educational Background: BA Business Mgmt

Professional Background: Hotel + Property Management

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

Name of Committee in which interested: Accommodations Advisory Tax Committee

Reason for interest: I have a thorough understanding of and vested interest in the generation and allocation of accommodations tax dollars

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
9 years of hospitality experience, born and raised in Columbia, desire for growth and the betterment of our city

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

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: as many as needed

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____


Applicant's Signature

4/9/14
Date

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

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Building Codes Board of Appeals-1 (Position for a Plumber); there are no applicants for this position

Richland County Council Request of Action

Subject

Central Midlands Council of Governments-1; there is one vacancy on this board; one application was received from the following person: **[PAGES 171-174]**

Kendall Corley*

* Eligible for reappointment



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

Applicant must reside in Richland County.

Name: Kendall Corley

Home Address: 3500 Greenway Drive Columbia, SC 29206

Telephone: (home) 803-727-8190 (work) 803-576-1645

Office Address: 1701 main street Columbia, SC suite 205

Email Address: KLCorleyllc@hotmail.com

Educational Background: Lexington High School, 1999, Norfolk State University 2003 Political Science, Public Administration.

Professional Background: Political and Governmental affairs consultant, Former DSS food stamp caseworker, Clerk tech Richland County Clerk of Court.

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

Name of Committee in which interested: Central Midlands Council of Governments

Reason for interest: I am concerned about our regions economic competitiveness with other regions of the state and our regions transportation infrastructure. Additionally, with cuts in the state budget, our aging population will be impacted by budget decisions.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: Growing up and working in Lexington and Richland counties has given me experience to work with people from different races, political background, and professions. These relationships I would leverage and bring to the board.

Presently serve on any County Committee, Board or Commission? None

Any other information you wish to give? _____

Recommended by Council Member(s): Manning

Hours willing to commit each month: 20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

Kendall S. Cook
Applicant's Signature

4-15-14
Date

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

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

Applications are current for one year.

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

Richland County Council Request of Action

Subject

Employee Grievance Committee-1; there is one vacancy on this committee; no applications were received.

Richland County Council Request of Action

Subject

Hospitality Tax Committee-1; there is one vacancy on this committee; no applications were received.

Richland County Council Request of Action

Subject

Procurement Review Panel-2; there are two vacancies on this board; no applications have been received

Richland County Council Request of Action

Subject

Township Auditorium Board-1; there is one vacancy on this board. Applications were received from the following:
[PAGES 178-182]

Anthony J. Charles
John A. Pincelli*

* Eligible for reappointment



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Anthony J. Charles
Home Address: 1020 Chev's St. Columbia, SC 29205
Telephone: (home) 269-7926 (work) 252-4700
Office Address: 1901 Gadsden St., Suite A, Columbia, SC 29201
Email Address: ajcharles21@yahoo.com
Educational Background: USC undergrad, Vermont Law, USC Law
Professional Background: attorney, Lester and Hendrix, LLC
Male [checked] Female [] Age: 18-25 [] 26-50 [checked] Over 50 []

Name of Committee in which interested: Township Auditorium

Reason for interest: The Township Auditorium is a beautiful venue that has hosted some of history's musical greats. I want to continue and build on that tradition and help pave way for a full and consistent bill that will appease all of Columbia's citizens.
Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Commission: I am a passionate music fan, musician and long time concert goer. I have seen some amazing shows at the Township and I am aware of what a rare treasure it is and it's need for preservation into the future.
Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give?
Recommended by Council Member(s):
Hours willing to commit each month:

CONFLICT OF INTEREST POLICY

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

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

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

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

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

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓ _____

If so, describe: _____


Applicant's Signature

4/23/13
Date

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

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

Applications are current for one year.

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

2



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

Applicant must reside in Richland County.

Name: John A. Pincelli

Home Address: 14 Trafalgar Court, Columbia, SC 29209

Telephone: (home) 803/414-3031 (work) 803/726-2200

Office Address: 16 Berryhill Road, Columbia, SC 29210

Email Address: JPincelli@VPM3.com

Educational Background: BS – Accounting, JD – Law both from USC

Professional Background: In-house counsel for real estate company.

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

Name of Committee in which interested: Township Board

Reason for interest: I believe in the mission of the Township. It has reached a place where it is ready to become a major force in the entertainment world of the midlands.

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

I have been on the Board for a number of years. I am currently the Treasurer. My relationship with the Township staff and other Board members has helped, I believe, to bring us where we are today.

Presently serve on any County Committee, Board or Commission? Yes, Township

Any other information you wish to give?

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: Whatever is required

CONFLICT OF INTEREST POLICY

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

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

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

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

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

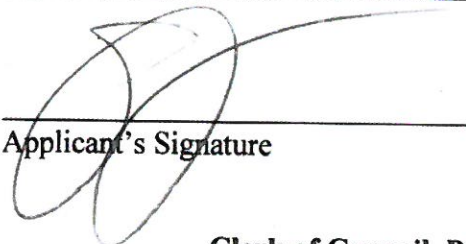
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No X _____

If so, describe: _____

Applicant's Signature 

Date 4/28/14

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

Richland County Council Request of Action

Subject

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE:

- a. Joint State Infrastructure Bank Application [ACTION] [**PAGES 183-261**]
- b. Joint Resolution Supporting State Infrastructure Bank Application [ACTION] [**PAGES 262-265**]

Application to the South Carolina State Transportation
Infrastructure Bank Board for the

UNITED MIDLANDS MULTIMODAL CORRIDOR IMPROVEMENT PROJECT

May 16, 2014 - **DRAFT 5**



Submitted by City of Columbia, Columbia Metropolitan Airport,
Lexington County and Richland County in partnership with the Central Midlands
Council of Governments and University of South Carolina





SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

Application to the South Carolina Transportation Infrastructure Bank Board

for the

UNITED MIDLANDS MULTIMODAL CORRIDOR IMPROVEMENT PROJECT



Point of Contact for this Application:

Dana Higgins, PE, LEED, AP

City Engineer

1136 Washington Street

Columbia, SC 29217

(803) 545-3285 | (803) 545-4130

drhiggins@columbiasc.net



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SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

EXECUTIVE SUMMARY

The United Midlands (composed of the City of Columbia, the Columbia Metropolitan Airport, Lexington County, and Richland County) in partnership with the Central Midlands Council of Governments (CMCOG) and University of South Carolina (USC) respectfully submits this application for the United Midlands Multimodal Corridor Improvement Project to the South Carolina Infrastructure Bank for consideration. This application marks a historic and unprecedented teaming of these organizations united by a common goal: to address issues that are adversely impacting the Midlands' transportation network. Three specific areas were identified as primary gateways to the Midlands. These gateways include Assembly and Huger streets, Greene and Williams streets, and the Airport Connector, which includes Cayce's gateway to the City of Columbia. Improvements to these gateways would address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region. Ultimately, the United Midlands Multimodal Corridor Improvement Project seeks to:



City of Columbia, SC, as seen approaching from West Columbia, SC

- Transform Assembly Street and Huger Street so they remain major thoroughfares, yet reduce congestion, create a pedestrian-friendly atmosphere, encourage economic activity, and improve the general welfare of city residents, visitors, and USC students.
- Complete the gap in Williams Street between Gervais and Blossom streets, and extend Greene Street to Williams Street (including a bridge over the railroad tracks), which will connect USC and the city's southwestern neighborhoods to a currently inaccessible riverfront and proposed Congaree Riverfront Development, as well as transform an underused corner of the city dominated by empty lots and surface parking.
- Extend the existing portion of the Airport Connector (known as the Airport Connector Phase II) from SC 302 to I-26, allowing direct access to the Columbia Metropolitan Airport (CAE) from the interstate; thus reducing congestion and commute time while encouraging further economic growth and development throughout the Midlands.

As illustrated above, this project is critical for the Midlands. Furthermore, this project is critical for the entire state of South Carolina. The United Midlands recognizes that Columbia, as the state capital, and CAE are major hubs for local, regional, and national businesses, as well as residents and visitors. These two iconic entities represent not only the Midlands but also the entire state. Therefore, the gateways leading to these iconic locations will impact the economic health of the entire state. The Columbia Metropolitan Airport functions as the primary access point to our state for many visitors, travelers, and larger businesses and is essential to South Carolina's economic impact on a national level. By tying the CAE directly into the interstate, travel throughout South Carolina becomes far more convenient for motorists and businesses that rely on the airport to ship or receive goods. Furthermore, Assembly Street and Huger Street are the major arteries through which both residents and goods travel through Columbia. Congestion, traffic accidents, and roadway conditions along these routes not only impact travelers, but also have a major



SC STATE INFRASTRUCTURE BANK APPLICATION
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impact on how business leaders regard Columbia and the state of South Carolina, as a whole. Finally, by completing the gap in Williams Street and extending Greene Street to Huger Street and then to Williams Street, USC will be directly connected to another major arterial within the city, and motorists and pedestrians will be provided quicker access throughout the city as well as direct access to the Riverfront. By properly maintaining the transportation infrastructure in the state capital and to the state's primary airport, the Midlands can set a positive example for the rest of the state and also attract new businesses to South Carolina.

Assembly Street & Huger Street

Assembly Street stretches from Elmwood Avenue to Rosewood Drive; Huger Street runs from Elmwood Avenue to Heyward Street. In their current forms, these streets more often resemble major freeways with 10 lanes of traffic at major intersections. Running through the heart of Columbia, Assembly Street cuts the City in half, both literally and figuratively. It separates the City's Main Street and Downtown District in the east from the Congaree Vista District (the Vista) and riverfront area in the west. Assembly Street also separates USC's core campus from its School of Music, School of Public Health, Carolina Coliseum, the Wellness and Fitness Center, as well as the future home of the Darla Moore School of Business and USC's Riverfront Research District. Huger Street is a primary north-south connector for commuters and serves as the unofficial "western border" of the City along the Congaree River.

Assembly Street has even been dubbed a "psychological barrier" to the City's overall cohesiveness and fiscal growth. While economic development on the western half of Assembly Street, the Vista, has flourished, that of the eastern half, the Downtown area, has lagged behind. The \$8 million Gervais Street Project (which began at Assembly Street) transformed the entire area between the City's Downtown and the Congaree River and has led to more than \$500 million in new investments in the Vista. While there has been some streetscaping on Main Street (which spurred more than \$247 million in private investments with the new First Citizens Building, the Meridian Building, and the Main & Gervais Tower); there is still more to be done in the Downtown area before it is considered as "revitalized" as the Vista.

Unfortunately, Huger Street also serves as a "development barrier" as it inadvertently separates the land along the Congaree River with the rest of the City. Internal vehicular movement within USC's Riverfront Research District is severely restricted by the fact that the original city street grids and square blocks were never completed in the land west of Huger Street—the waterfront area of the District. The lack of necessary transportation infrastructure within the area is one of the most significant inhibitors of private and

public development in USC's Riverfront Research District and the City's proposed Congaree Riverfront Development. No connectivity, therefore, creates very limited appeal for either private or public development.

Due to their size, Assembly Street and Huger Street are major arteries through which a large number of vehicles move. Unfortunately, while their size may facilitate the flow of traffic, that same attribute hampers pedestrian mobility. These multi-lane thoroughfares hinder rather than help connectivity from one half of the City to the other, making such movement not only difficult but unsafe. In fact, of the 24 intersections along Assembly Street, all have outdated crosswalks. All have striped cross walks



Assembly Street Corridor from Pendleton Street to Lady Street
Conceptual Rendering

but only three have detectable warning plates. The intersections that have detectable warning plates are Hampton, Gervais and Lady Streets—but those are only on one side of each intersection. Both Assembly and Huger streets lack pedestrian-friendly medians, and of the 14 medians present on Assembly Street, only four are designed with pedestrian mobility in mind.

Sidewalks are another major issue for pedestrians using these streets. Limited sidewalks along Assembly and Huger streets provide inadequate connectivity; there are areas of heavy pedestrian traffic where sidewalks have never been constructed. Present



sidewalks that are present are in need of maintenance and repairs. In addition, to improvements are needed to meet regulations outlined in the American National Standards Accessibility Manual. Most sidewalks and crosswalks in the area are obstructed by medians. Additionally, parked vehicles along the Assembly Street sidewalks and along the median present many safety issues for both the pedestrians and drivers entering or exiting the parked vehicle. Bus stops along both streets need enhancements to allow safer accommodations for users.

Pedestrian accidents and fatalities among Columbia residents and USC students unfortunately have, in fact, spiked in recent months. In the past four years there have been over 37 vehicle accidents at the intersection of Greene and Assembly Streets alone. With the number of pedestrians using this particular intersection expected to triple after completion of the Darla Moore School of Business in 2014, safety measures must be taken to improve these intersections.

To reshuffle the balance of car space with pedestrian/bike space, this project proposes several measures. Some of these actions include widening medians, lengthening inside turn lanes, reducing parallel parking, and adding bus pick-up lanes. (The proposed activities are further detailed in the “Description of Project” section of this application.)

Railroads

In addition to its excessive width and its impedances to user mobility and accessibility, Assembly Street is also burdened with several railroad crossings. Currently, two major rail transportation companies occupy routes (i.e., two sets of tracks) in Columbia (both of which cross Assembly Street): Norfolk Southern Corporation, which primarily transports raw materials, intermediate products and finished goods, and CSX Corporation, which provides rail, intermodal and rail-to-truck transload services. When trains occupy both tracks simultaneously, one train has to stop and wait for the other to free the tracks so it may cross. This common occurrence can last upwards of 20 minutes. This congestion is exacerbated at peak-hours for automotive traffic and creates delays for all involved.

In addition, both companies simultaneously use the tracks to reach loading yards at the southeastern corner of the City, especially Andrews Yard located just beyond the end of Assembly Street. Tracks become congested (as do streets at the railroad crossings) when competing trains stop to load/unload in these yards, thus causing massive traffic congestion. Both situations are compounded exponentially if either one occurs during a USC home football game. (Williams-Brice Stadium is located beyond the end of Assembly Street near Andrews Yard. Total attendance for an average USC football season is more than one-half million fans with an average per-game attendance of well over 70,000 people.)

Moreover, the Port of Charleston, SC, has increased intermodal rail volume in SC by 50 percent since 2011. (The port is served by CSX Corporation and Norfolk Southern Corporation.) Going forward, a RapidRail drayage program, launched in April 2012, and a Norfolk Southern-served Inland Port in Greer, SC, opened in November 2013, have helped increase rail volumes, too. A new Intermodal Container Transfer Facility (which is being developed jointly by the SC Department of Commerce and Palmetto Railways) will also help boost intermodal capabilities when it opens at the Port in 2018. Officials with the South Carolina Ports Authority have stated that South Carolina has seen tremendous growth in intermodal rail traffic over the last two years as more ocean carriers utilize our intermodal network to fill their ships. Consequently, that increase in rail traffic will affect the flow of rail through the heart of the state.

To alleviate rail/vehicle traffic bottlenecks and eliminate the current high-risk areas for pedestrians and bicyclists, this project proposes several rail-restructuring events. Recommended actions include closing four grade crossings at Gadsden, Lincoln, Catawba and Flora streets, removing several sections of track, eliminating the grade crossing on Assembly Street, and building two bridges to grade-separate the relocated tracks at Assembly and Whaley streets. (These measures are further detailed in the “Description of Project” section of this application.)



SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
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Greene & Williams Street

Internal vehicular movement within USC's Riverfront Research District is severely restricted by the fact that the original city street grids and square blocks were never completed in the waterfront area of the District. Although the streets and supporting infrastructure in the eastern portion of the District along Park and Lincoln streets have been improved as part of the Colonial Life Arena and the Columbia Metropolitan Convention Center Developments, the rest are in very poor condition. In fact, most of the existing streets west of the rail tracks lack curbs, sidewalks, and supporting storm drainage structures.

The lack of necessary transportation infrastructure within the area is one of the most significant inhibitors of private and public development in USC's Riverfront Research District and the City's proposed Congaree Riverfront Development. Currently, there is no north-south connector between Gervais Street and Blossom Street west of Huger Street. On the north side, Williams Street dead-ends at Senate Street. In the south, Williams street dead-ends into Blossom Street and turns into a dirt access path. Likewise, a major east-west connector, Greene Street, is currently bisected by a railroad cut, which creates two dead-end streets on either side of the railroad. No connectivity, therefore, creates very limited appeal for either private or public development. In addition, the Williams Street area has limited or no utility support and is currently occupied by large power poles and power/gas lines that prevent development.

To reclaim and redevelop a forgotten corner of the City, this project aims to help complete the street grid in the lower Congaree River area. To do this, Williams Street will be extended from Gervais Street to Blossom Street. In addition, road improvements will be made on Greene Street from Assembly Street to the railroad cut, the Greene Street Bridge will be constructed over the railroad, Greene Street will be extended from the bridge to Williams Street, and pedestrian sidewalks and bike lanes will be added along the entire length of Greene Street. (All of these measures are further detailed in the "Description of Project" section of this application.)

Columbia Metropolitan Airport

Over the past three years, Columbia Metropolitan Airport has constantly seen year-over-year growth with both 2012 and 2013 exceeding 1 million passengers. This is due, in large part, to the region's business community showing an increasing demand for bi-coastal and international travel and the airport's on-going work to market this community to airlines. This increase in travel demand is expected to continue to grow, and the airport is anticipating a 7 percent increase in seat capacity for 2014. However, in order for this growth to remain sustainable, the region's infrastructure must be able to support the airport's efforts to bring larger planes into the market. As air traffic increases, traffic to and from the airport will grow in demand, thereby creating additional congestion on the arteries surrounding the airport.



Columbia Metropolitan Airport

The completion of the John Hardee Expressway Airport Connector will streamline travel to the airport and be a critical part of this community's ability to grow and remain competitive. The 2004 completion of Phase I, led to a record year in 2005 with a 26 percent increase in enplanements. Should the project be seen to full completion and extend directly to I-26, similar growth can be expected.

In addition to anticipated growth in passenger traffic, direct access to I-26 will allow businesses to more easily ship goods and products. Columbia Metropolitan Airport is the largest air cargo provider in South Carolina. The Airport Connector will allow for continued growth in cargo by opening up real estate between the airport and the interstate to additional businesses and warehouses that require easy access to both the interstate and the airport itself. (Details regarding the Airport Connector are further outlined in the "Description of Project" section of this application.)



SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

Summary

The area represented by the United Midlands is experiencing rapid growth, structurally, economically, and demographically. Consequently, the area's transportation system must serve not only its residents but also its businesses, its tourists, and its cross-state traffic. Substantial transportation improvements need to be made to maintain acceptable levels of service and safety as the United Midlands area's population and visitors increase. The current road system is not capable of handling the influx of new residents and businesses—and subsequent traffic increases—much longer. Several roads in the center of the state consistently fail to meet the demands of large traffic volumes that are common throughout the area, as well as being the source of many severe, pedestrian and traffic safety issues.

A comprehensive makeover of Assembly and Huger streets, coupled with the proposed railroad changes and revitalization of the City's southwestern corner (via enhancements to Greene and Williams streets) are not only desired, but warranted. For all of Columbia to gain the benefits of the Vista, the Main Street area, the Riverfront Research District, USC's Core Campus, and the proposed Congaree Riverfront Development, there must be better connectivity. The same is true with directly linking I-26 to the Columbia Metropolitan Airport. For airline passengers, the general traveling public, and commercial vehicles to enjoy unhindered traffic flow near the airport, the current, congested one-mile stretch of SC Route 302 must be avoided. Improving these gateways and connecting all these areas is vital for the future of the Midlands region in particular and South Carolina as a whole. The United Midlands Multimodal Corridor Improvement Project provides such improvements and connectivity.

Therefore, the United Midlands formally requests a grant in the amount of \$335,802,964 to fund the gateways detailed in this application. The total cost of the United Midlands Project has been estimated at \$357,965,786, with approximately \$22,162,822 in obligated federal funds and \$446,960,800 in matching funds from the Richland County Transportation Penny Tax being offered on these and other projects. The United Midlands, which plans to manage these funds and ensure that these projects are completed, are comprised of some of the state's largest and most economically relevant communities.



SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

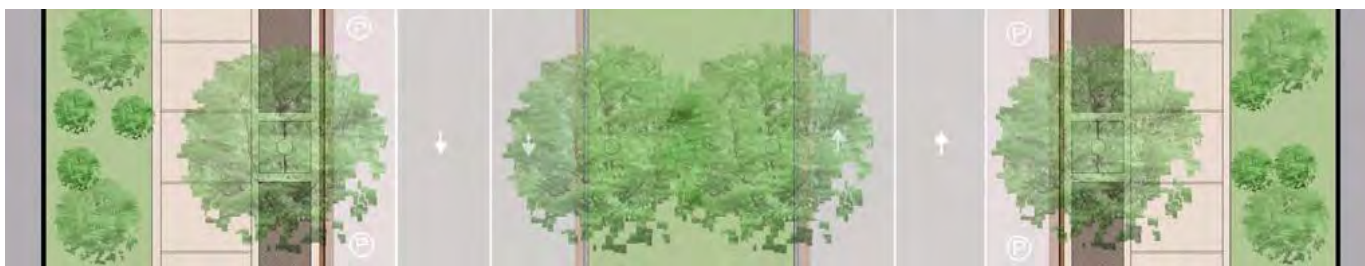
DESCRIPTION OF PROJECT

The United Midlands Multimodal Corridor Improvement Project seeks to transform the existing, individual transportation gateways leading into the capital city into a unified transportation corridor that will link the entire Midlands region with the rest of South Carolina and the world. Regionally, this project will ease congestion, increase driver and pedestrian safety, improve air quality, and provide alternative transportation modes for residents and visitors alike. The statewide significance of this project is the integration of the capital of South Carolina with our growing transit corridor. Through the following proposed improvements, this historic and unprecedented collaboration will provide economic and environmental benefits and will contribute to the improvement of the overall quality of life for the residents and businesses of South Carolina.

Assembly Street / Huger Street Gateway - Reconstruction and Railroad Reconfiguration:

These improvements seek to transform Assembly Street and Huger Street in a way that preserves their function as major thoroughfares into Columbia while also reducing traffic congestion, creating a safe and pedestrian-friendly atmosphere, encouraging economic activity, and improving the overall welfare of local businesses, residents, visitors, and students throughout the region.

Aspects of these improvements include traffic calming measures such as lane width reductions and signal improvements, improved turning lanes, overhead utilities relocation, on-street parking reconfiguration, improved mass-transit and alternative transportation facilities, intersection safety improvements, and streetscaping that will unify the City's architectural and infrastructural elements into a gateway that encourages commerce.



Typical Section Design for Assembly Street From Above

Additionally, these measures aim to improve rail movement, as well as vehicular and pedestrian movement along the gateway. This will be accomplished by improvements to the Norfolk Southern and CSX Railroad Systems. At-grade crossing closures, track eliminations and new grade-separated crossings are proposed within a 0.75 square mile area bounded by Blossom Street to the north, Pickens Street and Norfolk Southern R-Line to the east and Huger/Whaley/Wayne/Dreyfus/Assembly streets, and CSX to the west within downtown Columbia. Four at-grade crossings at Gadsden Street, Lincoln Street, Catawba Street and Flora Street are proposed to be closed and several sections of existing tracks are proposed to be removed, resulting in the complete elimination of at-grade crossings on Assembly Street. Two bridges are proposed to grade-separate the relocated tracks at Assembly Street and Whaley Street. Also proposed is the realignment of Huger Street with Olympia Avenue and the construction of an additional bridge to separate the realigned roadway from existing tracks.

Currently, the architectural environment of the intersections along both streets favors vehicular traffic with far less regard for pedestrian safety. In fact, a recent traffic study conducted by USC showed that 3,000 pedestrians cross the intersection of Assembly and Greene streets daily. The University conservatively expects this number to triple once the construction of the Darla Moore School of Business is completed in 2014. Peak pedestrian crossings, corresponding with class changes, are anticipated to increase to 50 to 80 pedestrians gathering to cross through this intersection during each cycle.

In response to the increased pedestrian traffic, USC developed a plan, with input from SCDOT and support from the City of Columbia, to eliminate left turns at the intersection of Assembly and Greene streets and widen the center median to create a safe

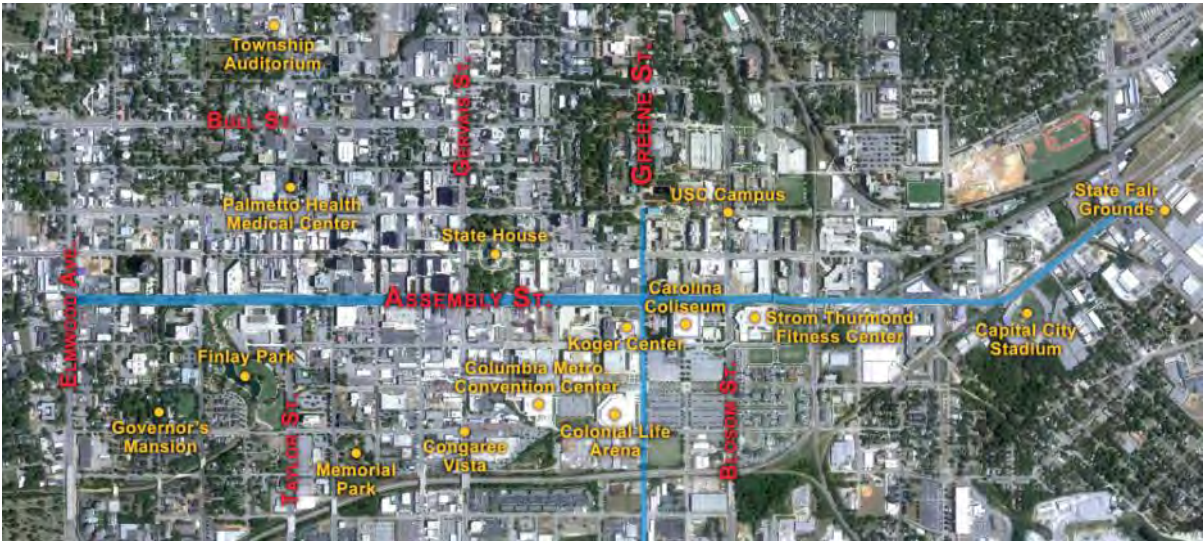


SC STATE INFRASTRUCTURE BANK APPLICATION FOR THE UNITED MIDLANDS MULTIMODAL CORRIDOR IMPROVEMENT PROJECT

haven that more fully accepts the pedestrian demand at these intersections. Other proposed amenities such as scored concrete crosswalks, landscaping, enhanced lighting, and larger ADA-accessible landings constructed with brick pavers to provide pedestrians with refuge areas while waiting for walk signals will further enhance pedestrian safety. Such enhancements will be replicated along the Huger Street Gateway as well.

With Central Midlands Regional Transit Authority (CMRTA) actively identifying high density student areas to increase its level of service, it is extremely important to provide not only bus stops, but also larger queuing and mid-block staging areas at intersections. In addition, there are several state agencies and hotels located along the project area, the employees of which make up a large contingent of bus riders. In fact, the CMRTA has identified the bus stops located at College and Assembly streets, as well as Gervais and Assembly streets, as major service points for riders participating in JARC, Mid-day Circular, and Park-and-Ride programs.

Ultimately, the improvements proposed for Assembly and Huger streets will properly balance the aesthetics of an environment shared by pedestrians and vehicles while improving the transit system and encouraging its widespread use.



Areas along Assembly, Huger, and Greene streets in which reconstruction projects will occur



SC STATE INFRASTRUCTURE BANK APPLICATION FOR THE UNITED MIDLANDS MULTIMODAL CORRIDOR IMPROVEMENT PROJECT

Greene Street/Williams Street Gateway - Reconstruction:

United Midlands proposes to complete the gap in Williams Street between Gervais and Blossom streets and extend Greene Street to the Huger Street Gateway, including adding a bridge over the existing railroad tracks, and then to Williams street, which will connect USC and Columbia’s southwestern neighborhoods to the currently inaccessible riverfront and proposed Congaree Riverfront Development. It will, in fact, transform an underused corner of the city dominated by empty lots and surface parking.



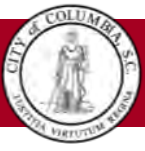
Rendering of Some of the Planned Improvements to Greene Street

The design concept for Greene Street creates a pedestrian-centric street as the primary link between USC and the riverfront. The design features a narrow right-of-way framed by buildings with street-level commercial space. Improvements will run westward from Assembly Street along Greene Street to the railroad cut (approximately 1,600 linear feet), span the railroad cut via the proposed bridge, continue along Greene Street until Huger Street (approximately another 900 linear feet), and then extend to Williams Street. In addition to providing vital connectivity, these improvements will improve urban development along properties on both sides of the railroad cut and significantly enhance vehicular circulation in the Colonial Center and Convention Center area.



Typical Section Design for Greene Street From Above

The design concept for Williams Street creates a north-south connector between Gervais Street and Blossom Street west of Huger Street. Improvements will run from where Williams Street dead-ends at Senate Street through an undeveloped area to the dirt access path at Blossom Street. The street design is similar to that of Greene Street and will provide not only integral connectivity but also incorporate necessary utility integration and relocation.



Columbia Metropolitan Airport Gateway - Airport Connector:

Airport Connector Phase I (Complete):

The existing S-378 (Airport Connector Phase I) between SC Route 302 (Airport Boulevard) and S.C. Route 602 (Platt Springs Road) was completed in July 2004. It included widening an existing two-lane roadway, Airport Road, from SC 302 to SC 602. The overall project length was 2.8 miles. The road construction included 500,000 cubic yards of grading (fill dirt); 2 miles of storm drainage pipe; 6.25 miles of curb and gutter; and required 83,000 square yards of portland cement concrete pavement. The bridge work required construction of a new bridge approximately 200 feet long with decorative, embossed retaining walls. This portion of the project was successfully constructed utilizing lane closures while accommodating the high traffic counts. The construction team maintained direct contact with Columbia Metropolitan Airport, Midlands Technical College, and cities of Cayce and West Columbia, as well as local businesses to minimize economic impacts on their facilities. This project was value-engineered with a cost savings of \$2.4 million and constructed for \$19.5 million. The enplanements increased 26 percent the year after construction was complete. It is reasonable to believe that should this project be full completed, a similar growth can be expected.



Airport Exit from Phase I of the Airport Connector Project

Airport Connector Phase II (Not Complete):

The South Carolina Department of Transportation (SCDOT) proposes construction of this new, limited-access roadway to connect Interstate 26 (I-26) and State Route 302 (Airport Boulevard) to the entrance of Columbia Metropolitan Airport in Lexington County. This project was included in the 2007-2012 Statewide Transportation Improvement Program (STIP).

This new roadway, known as Airport Connector Phase II, includes a new interchange at I-26, with continuous auxiliary lanes providing on/off ramps along I-26 between existing SC 302 and US 321 (Charleston Highway) interchanges. In addition, the project area encompasses a connector road proposed from Airport Connector Phase II to State Road 72 (Old Dunbar Road), as well as a bridge replacement of the Old Dunbar Road overpass of I-26. This roadway will assist in the economic development of the area's largest companies, including UPS and FedEx.

Airport Connector Phase II begins at the intersection of SC 302 and John Hardee Expressway, the main roadway to the entrance of Columbia Metropolitan Airport. It will provide a four-lane thoroughfare extending from the Airport Connector Phase I directly to I-26. This project will give the motoring public direct access to I-26, to and from the airport, while easing congested traffic volumes on SC 302. In addition, Connector Phase II will give northbound traffic on SC



Top: Existing Conditions
Bottom: Rendering of Phase II of the Project



302 an alternate route to I-26 that bypasses local heavy school traffic, thereby improving the safety and well-being of our students traveling to the many schools located within feet of the airport.

Construction of this roadway will include a new interchange at I-26 with additional lanes and bridge improvements along I-26, installation of curb and gutter sections, planted medians, and several new bridges. These bridges include the required replacement of an existing bridge to accommodate additional lanes on I-26, construction of a new bridge over Norfolk Southern Railway for the eastbound exit ramp to the connector, a new bridge at Old Dunbar Road, and a new bridge at the Congaree Creek crossing. The overall project length for Phase II is 3.2 miles. Once Airport Connector Phase II is complete, it will provide economic development over a corridor totaling 6.6 miles.



Project Location

- Phase I - complete
 - Phase 2 - ready for construction
- Principal Arterial Roadways
 - Interstate
 - Railway Line



1.0 PUBLIC BENEFIT

1.1 Traffic Data

(See Appendix 1 for SCDOT concurrence)

Table 1.1.1 Annual Average Daily Traffic (ADT) Volumes

	SC Route 302	Airport Connector Phase I (S-378)	Assembly St. (SC Route 48)	Greene St. (S-176)	Huger St. (US 21 & S-102)	Williams St. (Local)
2008	33,000	11,200	26,000	3,600	33,900	N/A
2009	29,800	11,200	22,775	3,950	34,150	N/A
2010	31,700	12,000	22,275	3,950	33,950	N/A
2011	32,300	11,900	22,250	4,100	34,200	N/A
2012	32,300	12,200	22,750	4,200	35,000	N/A

* Data from SCDOT

Table 1.1.2 Pavement Quality

	SC Route 302	Airport Connector Phase I (S-378)	Assembly St. (SC Route 48)	Greene St. (S-176)	Huger St. (US 21 & S-102)	Williams St. (Local)
2008	3.3	4.3	2.4	2.8	2.6	N/A
2009	3.6	4.3	4.1	2.7	4.4	N/A
2010	3.5	4.2	4.0	2.2	4.1	N/A
2011	3.4	4.2	3.8	2.1	3.7	N/A
2012	3.2	4.2	3.7	2.1	3.5	N/A

* Data from SCDOT

Table 1.1.3 Truck Volumes

	SC Route 302	Airport Connector Phase I (S-378)	Assembly St. (SC Route 48)	Greene St. (S-176)	Huger St. (US 21 & S-102)	Williams St. (Local)
2008	9%	9%	9%	5%	9%	7%
2009	10%	10%	10%	9%	10%	8%
2010	10%	10%	10%	9%	10%	8%
2011	10%	10%	10%	9%	10%	8%
2012	10%	10%	14%	7%	10%	11%

* Data from SCDOT

Table 1.1.4 Annual Proposed Daily Traffic Volumes for 2035

Airport Connector Phase I (S-378)	Airport Connector Phase II (S-378)	Assembly St. (SC Route 48)	Greene St. (S-176)	Huger St. (US 21 & S-102)	Williams St. (Local)
22,100	23,200	28,900	7,800	44,900	2,100

* Estimated from Data supplied by CMCOG



Table 1.1.5 Crash Data from 2008-2012

	Total Crashes (2008)	Total Crashes (2009)	Total Crashes (2010)	Total Crashes (2011)	Total Crashes (2012)	Total Crashes (08'-12')	Total Injuries (08'-12')
SC Route 302	DATA HAS BEEN FORMALLY REQUESTED FROM SCDPS						
Airport Connector Phase I (S-378)							
Assembly St. (SC Route 48)							
Greene St. (S-176)							
Huger St. (US 21 & S-102)							
Williams St. (Local)							

* Data from SCDPS

Table 1.1.6 Segment Crash Rates (2008-2012)

	Crashes/Year	Length (miles)	AADT (2008-2012)	Crash Rate per Hundred Million Vehicle Miles Traveled
SC Route 302	DATA HAS BEEN FORMALLY REQUESTED FROM SCDPS	1.0	31,820	TBD
Airport Connector Phase I (S-378)		1.5	11,700	
Assembly St. (SC Route 48)		2.5	23,210	
Greene St. (S-176)		0.8	3,960	
Huger St. (US 21 & S-102)		1.9	34,240	
Williams St. (Local)	N/A	0.5	N/A	N/A

* Data from SCDPS

1.2 Project Urgency

Each gateway incorporated into the United Midlands Multimodal Corridor Improvement Project is extremely critical and time sensitive. Economic development is being hindered, revitalization is being halted, and local businesses continue to lose revenue due to increased travel time and an inefficient existing transportation network. Considering that many resources have already been allocated to this construction-ready project, it is imperative necessary funding be allocated so this work may begin as soon as possible.



1.3 Resolutions From Local Governing Bodies

See *Appendix 2* for letters of resolution from the following local governing bodies:

Joint Resolution of the City of Columbia, the Columbia Metropolitan Airport, Lexington County, Richland County, the Central Midlands Council of Governments and the University of South Carolina Supporting and Endorsing the United Midlands Multimodal Corridor Improvement Project

WHEREAS, the United Midlands is composed of the City of Columbia, the Columbia Metropolitan Airport, Lexington County and Richland County in partnership with the Central Midlands Council of Governments and the University of South Carolina; and,

WHEREAS, this historic and unprecedented collaboration has been established to address issues that are adversely impacting the Midlands' transportation network through the United Midlands Multimodal Corridor Improvement Project; and,

WHEREAS, the gateways at Assembly Street and Huger Street, Greene Street and Williams Streets, and the Airport Connector Phase II are very important to the Midlands for future economic development; and,

WHEREAS, completion of this project will bring thousands of jobs to the Midlands by bringing more companies and industries to our community and making areas of the city more accessible; and,

WHEREAS, the South Carolina Department of Transportation has placed substantial portions of this project as a priority in the Statewide Transportation Improvement Program (STIP) as testament to its statewide significance; and,

WHEREAS, the United States Department of Transportation has designated the Airport Connector as a *National Highway System Intermodal Connector*; and,

WHEREAS, portions of this project are ready to build, with planning, engineering, right-of-way acquisition, environmental clearance and permitting complete; and,

WHEREAS, completion of the three gateways will improve the regional transportation system by providing a direct controlled-access highway link to the Airport, and relieving congestion on existing roadways; NOW, THEREFORE,

BE IT RESOLVED by the City of Columbia, the Columbia Metropolitan Airport, Lexington County, Richland County, the Central Midlands Council of Governments and the University of South Carolina by and through their respective Mayors, Councils, Chairpersons (????) as evidenced by their enacted resolutions, executed copies of which are attached hereto and incorporated herein by reference, that the City of Columbia, the Columbia Metropolitan Airport, Lexington County, Richland County, the Central Midlands Council of Governments and the University of South Carolina support and endorse the completion of the United Midlands Multimodal Corridor Improvement Project and encourages the South Carolina Department of Transportation to secure full funding for this vital transportation and economic development project.

Last revised: 3/27/2014
14030562



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1.4 Certificate from the Advisory Coordinating Council for Economic Development

Nikki R. Haley
Governor

SOUTH CAROLINA
DEPARTMENT OF COMMERCE

Robert M. Hitt III
Secretary

February 20, 2014

Mr. Joe Mergo III
Administrator
Lexington County
212 S. Lake Drive
Lexington, SC 29072

Ms. Teresa Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, South Carolina 29201



**RE: South Carolina Infrastructure Bank CCED Resolution - Airport Connector
Phase II - Lexington County
South Carolina Infrastructure Bank CCED Resolution - Central Columbia Mobility
Improvement Project**

Dear Mr. Mergo and Ms. Wilson:

At the June 6, 2013 and September 5, 2013 meetings of the South Carolina Coordinating Council for Economic Development, the Council reviewed the above projects and determined they would have a positive impact on economic development in the State. They voted to support both of the projects. The projects have now been combined into a project titled "United Midlands Multimodal Corridor Improvement Project." The combination of these projects will strengthen the economic potential of the Midlands and have received the Council support.

The SC Coordinating Council for Economic Development appreciates the opportunity to serve the citizens of Lexington County and the City of Columbia. If you have any questions, please feel to contact us.

Sincerely,

Alan D. Young
Executive Director
Coordinating Council for Economic Development

cc: Adam Hixon, Dennis Corporation



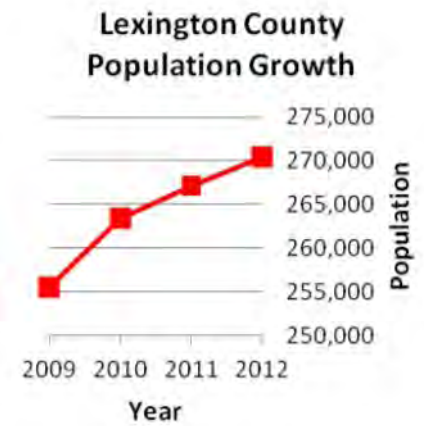
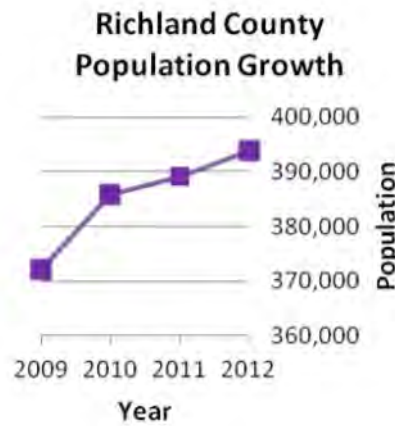
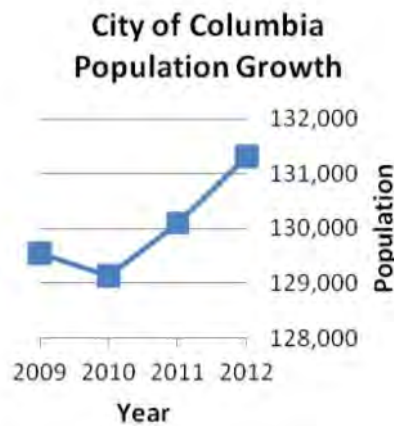
1.5 Unemployment and Other Census Data

The data below shows the history of the percentage of unemployment for areas served by the project as compared to the nation.

	Nation	South Carolina	City of Columbia	Richland County	Lexington County
2013*	7.4%	7.6%	6.9%	7.3%	6.0%
2012	8.1%	9.0%	8.0%	8.4%	6.9%
2011	8.9%	10.3%	9.0%	9.3%	7.9%
2010	9.6%	11.1%	9.3%	9.7%	8.2%
2009	9.3%	11.4%	9.3%	9.4%	8.2%

*estimated

Source: <http://data.bls.gov>

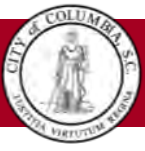


Source: <http://quickfacts.census.gov/>

According to the estimated 2012 census, there were 131,303 people in Columbia. There were 42,244 households in Columbia with an average household size of 2.42 with a median income \$41,837. The per capita income in the city was \$22,621. Of these households, 22,697 represent families with an average of 3.19 people per family and a median family income of \$53,697. The population density was 993.14 people per square mile. There were 51,454 housing units at an average density of 389.18 housing units per square mile. Approximately 16.1% of the individuals (21,140 people) in the city were below poverty level.

In 2012, there were 393,830 people living in Richland County. There were 141,771 households in Richland County with an average household size of 2.54 with a median income \$52,314. The per capita income in the county was \$25,838. Of these households, 73,164 represent families with an average of 3.25 people per family and a median family income of \$47,940. The population density was 520.20 people per square mile. There were 163,850 housing units at an average density of 216.43 housing units per square mile. Approximately 11.9% of the individuals (46,866 people) in the county were below poverty level.

In 2012, there were 270,406 people living in Lexington County. There were 105,560 households in Lexington County with an average household size of 2.56 with a median income \$47,940. The per capita income in the county was \$24,938. Of these households, 86,665 represent families with an average of 3.06 people per family and a median family income of \$62,345. The population density was 386.90 people per square mile. There were 116,247 housing units at an average density of 166.33 housing units per square mile. Approximately 11.1% of the individuals (30,015 people) in the county were below poverty level.



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1.6 Local Support of the Project

See *Appendix 3* for letters of support from the following local residents, companies, and organizations:

- Allen University
- Benedict College
- Central Midlands Council of Governments– Benjamin J. Mauldin, Executive Director
- City Center Partnership, Inc.- Matt kennel, President and CEO
- Central Midlands Transit (COMET)– Robert Schneider, PhD., Executive Director
- CSX Transportation– Christopher P. Phillips, Manager Industrial Development
- Lexington Medical Center– Michael J. Biediger, President and CEO
- Michelin North America, Inc. - Peter Sutton, Lexington Site Manager
- Midlands Technical College– Marshall (Sonny) White, Jr., Ph.D, President
- Nephron Pharmaceuticals Corporation - Lou W. Kennedy, CEO and Owner
- Norfolk Southern - Jason T. Reiner, AVP, Industrial Development
- SCANA Corporation– Kevin B. Marsh, Chairman
- The Greater Lexington Chamber and Visitors Center– T. Randall Halfacre, President and CEO
- The River Alliance– Michael R. Dawson, CEO
- Time Warner Cable - Dan E. Jones, VP, Government Relations-SC
- UPS– Clarence Lanham, UPS Columbia Air Ramp Division Manager
- University of South Carolina

(Note: Additional to be added as received)

1.7 Resolutions from Municipalities, County Councils, Advisory Groups, Planning Organizations, Councils of Government and Other Involved Entities

See *Appendix 4* for letters of resolution from the following municipalities, county councils, advisory groups, metropolitan planning organizations, councils of governments, and other involved entities:

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(Note: Additional to be added as received)



1.8 Regional and Statewide Project Significance

The United Midlands Multimodal Corridor Improvement Project will help transform the Midlands Region into a vibrant, dynamic, central hub that serves to unite and energize surrounding areas by adding jobs and numerous economic opportunities. More than 14 percent of the state's overall population (i.e., Richland and Lexington residents) will feel the direct impact of this project's investments first. These citizens will benefit from these enhancements initially. However, the tremendous positive impact of this project will be felt throughout the state. The project will lead to a stronger statewide economic sustainability and will set an example of collaboration that other cities, towns and private entities will want to replicate. Spurred by the economic motivators of education and commerce, this project will foster the area's economic competitiveness, enhance residents quality of life, and create a stronger economic base that will beneficially alter the entire region and the state as a whole for years to come.

1.8.1 Economic Competitiveness

The infrastructure enhancements proposed by this project will directly impact the Columbia Metropolitan Airport and the City of Columbia. Improvements to the three gateways—Assembly Street and Huger Street, Williams Street and Greene Street, and the Airport Connector—will facilitate the flow of people and goods within the city, through the city, and between the city and the Airport. Creating a strong transportation infrastructure network will not only encourage new development within the Midlands region, it will increase economic competitiveness for the entire state.

Columbia

In Columbia, a number of streetscaping and infrastructure projects have been completed over the last couple of decades that have dramatically changed the city. Main Street, North Main Street, Two Notch Road, Five Points, and the Vista area have seen significant improvements. The streetscaping projects proved to not only be an opportunity to replace aging infrastructure, but also a chance to improve safety and mobility, enhance a major commercial corridor, and promote economic development. In doing so, these projects have revitalized these areas. Private investment, both residential and commercial, has not only followed but exploded in these areas. For example, the Gervais Street Project (which began at Assembly Street) transformed the entire area between the City's Downtown and the Congaree River and has led to more than \$500 million in new investments in the Vista. The streetscaping on Main Street spurred more than \$247 million in private investments, including construction of the new First Citizens Building, the Meridian Building, and the Main & Gervais Tower. These areas have shown that investment in infrastructure was a critical part of their transformation. In order for the City of Columbia, and the Midlands as a whole, to continue this transformation, completing this project is essential.

It is vitally important to this region's economy that Columbia has a vibrant and strong downtown. The areas within the City with completed streetscaping projects (e.g., Main Street, North Main Street, Two Notch Road, Five Points, and the Vista) have shown that investment in infrastructure was a critical part of their transformation. For the areas along and near Assembly, Huger, Greene, and Williams streets to share in this renaissance—and thereby ensure a dynamic city center—completing this project is essential.



Intersection of Gervais Street and Main Street, late 1940's. Courtesy of the Dwight Cathcart Collection of the South Carolina Library



Intersection of Gervais St. and Main St., 2007



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The Columbia Development Corporation has identified several key land parcels along and near the project area for potential commercial and mixed-use development sites. In addition, there is also a great deal of undeveloped property in this area, which currently serves as unofficial parking lots. Unfortunately, the Columbia Development Corporation often encounters negative feedback from potential developers on pedestrian safety concerns and the lack of connectivity within the project area. However, when this project is completed, these drawbacks will be mitigated and vacant areas can become very strong prospects for capital investments.

Large-scale residential communities and condos have recently been constructed downtown in an effort to bring more residents back to the center of the city. Additional multi-use developments have been planned in numerous locations throughout the city, too. For example, USC's Riverfront Research Park will not only connect the University of South Carolina, Main Street, the Vista, and the waterfront along the Congaree River, it will spur economic growth within downtown Columbia, as well.

Additionally, the 178-acre former state psychiatric hospital's central campus—the last and largest tract of land available for development in urban Columbia in decades—was recently sold. The Bull Street Property, as it is commonly known, is a chance for Columbia to take advantage of the new urbanism, the architectural movement that focuses on higher-density residential development interspersed with green space, offices, and retail. The preliminary site plan includes substantial re-use of many historic structures on the property; along with 3,558 residential dwelling units, including apartments/condominium units, townhomes, and single-family homes of a variety of sizes and levels of affordability. The plan incorporates approximately 1.7 million square feet of commercial and office areas and a 70-room hotel. Also included are church locations, recreational spaces, hiking and biking trails, preserved and open spaces, and community facilities. The development of the Bull Street Property will generate more than \$714 million of direct economic impact activity. The indirect and induced impacts would add another \$495 million in economic activity to the Midlands region—for a total impact of \$1.2 billion per year. To support this huge economic opportunity for Columbia (and aid in the City's overall development and growth), this project must be realized.

Columbia Metropolitan Airport

Meanwhile, Columbia Metropolitan Airport currently houses 46 businesses that employ a total of 1,526 individuals. The combined payroll of these businesses exceeds \$44 million and the airport's total economic impact exceeds \$421 million. The extension of Airport Connector Phase II will provide greater accessibility to current and future economic opportunities.

Studies indicate that employment growth within 4 miles of airports can be two to five times faster than in the suburban ring of the metropolitan area in which they are located. However, the pace and scale of business attraction in the vicinity of airports is defined, in part, by constraints of the local pattern of ground transport. Thus, as the airport and its surrounding businesses continue to grow, the Airport Connector and its direct access to I-26 will expand the region's economic competitiveness and improve long-term efficiency in the movement of workers and goods.

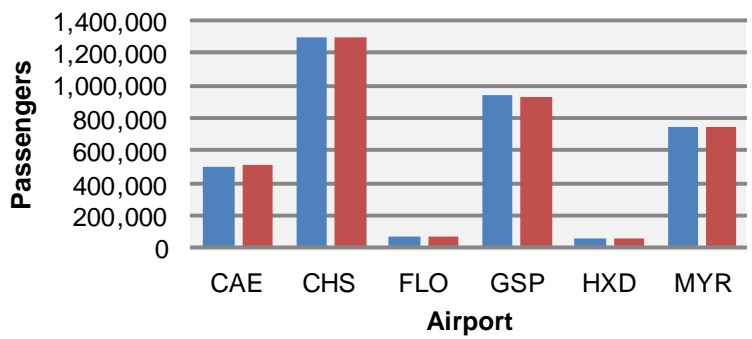
The current route from the airport to I-26 requires passing through four traffic signals while traveling the congested SC Route 302. Companies who operate directly on the shipment of goods in and out of the airport lose an estimated 12 minutes of time on this route causing an accumulated loss of revenue.

In August 1996, United Parcel Service (UPS) opened an \$80 million Southeastern Regional Hub at the airport that can process 42,000 packages an hour. The buildings encompass 352,000 square feet (32,700 m²) and the 44 acre ramp is large enough to hold 22 DC-8 aircraft. Other major air cargo companies serving the airport include ABX Air and FedEx Express; all of which opened with expectations of eventual direct access to I-26. The necessity increases as they serve a growing number of companies and manufacturers, including Amazon, Nephron, Michelin and Home Depot.

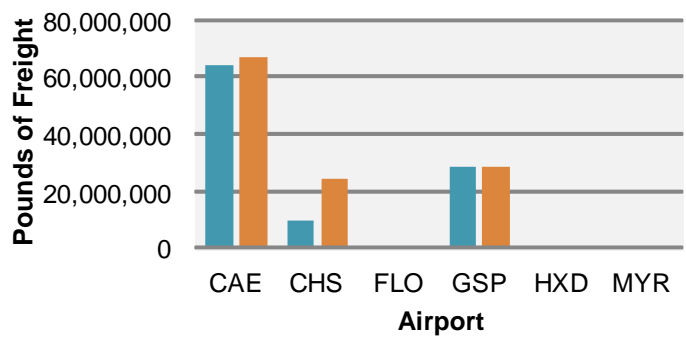


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Passenger Enplanements/Deplanements by Airport - 2012



Freight Enplanements/Deplanements by Airport - 2012



■ Enplaned Passenger ■ Deplaned Passenger ■ Enplaned Freight (lbs) ■ Deplaned Freight (lbs)

CAE: Columbia Metropolitan CHS: Charleston International FLO: Florence Regional GSP: Greenville-Spartanburg International HXD: Hilton Head MYR: Myrtle Beach International

The charts above illustrates passenger and freight statistics from airports across the state. As shown, CAE carriers move more cargo than all other state airports combined, highlighting the airport’s significance to the Midlands’ local economy. This statistic illustrates the importance of direct interstate access to further accommodate this economic and supply lifeline of the state and major local businesses.

Key Columbia Metropolitan Airport Facts:

- Air Service from all four legacy carriers: American, Delta, US Airways, and United.
- Columbia Metropolitan Airport’s runways can accommodate airplanes of any size, including the Boeing 747 and the Military C-5A.
- More than 45 businesses operate on the airport’s campus and employ over 1,500 people.
- In 2012, passenger total surpassed 1 million.
- Handled more than 100 million pounds of freight in 2012.

In the past year, CAE has seen an increase in seat capacity and an addition of a new non-stop route to Newark, NJ. With a total of more than 40 non-stop flights to 11 destinations, Columbia Metropolitan Airport is ranked in the top 25% of all airports in nation for connectivity and in the top 30% for passenger traffic. However, it is significant to note that CAE’s customer base is eroded by passengers’ use of other nearby international airports.

Recent studies by the Richland/Lexington Airport Commission found that up to 40% of the Columbia core market has leaked to other airports. In addition, these studies show that passenger retention rates for CAE are worst for traffic to New York, Washington, and Chicago. The addition of the Airport Connector Phase II would provide greater accessibility to Columbia Metropolitan Airport and could prove attractive to low fare aircraft carriers interested in recapturing this market. Services between Columbia and Baltimore/Washington (BWI) and Chicago (MDW) could produce particularly positive operating results with significant local demand for both destinations. Baltimore/Washington and Chicago are consistently among the airport’s highest Origin and Destination (O&D) passenger and revenue markets for Columbia, as well as for airports within the broader catchment area. Nonstop services by new aircraft carriers would be a welcome addition to services at CAE. The air travel market is expected to respond vigorously in support of the extension to Airport Connector, Phase II. CAE’s near and long-term air service requirements, and the current state of its air service, can be summarized as follows:



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- The central South Carolina business community, the focus of a cohesive and targeted economic development and marketing campaign, is key to Columbia's efforts to leverage economic clusters in business development, tourism and convention marketing. This creates an important advantage for CAE as it sustains and expands airline services.
- The business community has clearly identified the need for expanded airline capacity to properly serve the Central South Carolina economy. Although CAE has a broad pattern of hub services, it faces the same challenges of many other small and medium-sized airports in the Southeast, with a lack of mainline air carrier capacity and insufficient service by low cost carriers that would bring robust competition to the market.
- Based on the current level of service at CAE, the Market Catchment Area for CAE extends up to one and one half hour drive time from the airport. The overlapping of airport catchment areas in North Carolina, South Carolina, and North Georgia are competitive challenges for CAE, given the current level of service.
- The core market catchment area for CAE, defined as the Greater Columbia Metropolitan Area, plus Aiken and Florence Counties, had an estimated population in 2012 of more than 1 million. This area had a total employment level of over 370,000 jobs, with earnings of almost \$27 billion for 2011.
- The core market area for air service defined as "central South Carolina" comprises eleven counties (Calhoun, Fairfield, Kershaw, Lexington, Richland, Saluda, Sumter, Chester, Lancaster, Florence, and Aiken).



Columbia Metropolitan Airport

1.8.2 Economic Motivators

The driving forces that are advocating for—and whose success is dependent upon—this project's completion are education and commerce. The University of South Carolina—the flagship university of the state—is located in the heart of Columbia. Midlands Technical College—the state's primary two-year and technical school—has several campuses in the Midlands region, including its 65-acre Airport Campus along the Airport Connector. The ability of these two institutions of higher education to expand, grow, and attract additional students is critically contingent upon the completion of the gateways in this project.

Education



University of South Carolina: Columbia is home to the main campus of the University of South Carolina (USC) and its 200+ years of history and tradition. USC encompasses more than 350 acres of downtown Columbia, enrolls more than 29,000 students on its main campus, and employs more than 4,500 Columbia residents. It offers more than 350 programs of study throughout 15 degree-granting colleges and schools. The University has a world-renowned international business program, ranked number one in the nation for its undergraduate program for 12 consecutive years by *US News & World Report*. It has the largest "green" student housing complex in the world (i.e., the Green Quad) and the nation's first National Science Foundation 'Industry/University Cooperative Research Center for Fuel Cells.'

In 2004, philanthropic banking mogul Darla Moore donated \$30 million to USC to build a new business school for USC students. The Darla Moore School of Business is in its final stages of construction, and this (approximate) 252,000 square foot, state-of-the-art facility is set to open in May 2014. At that time, an estimated 5,555 USC students will begin attending classes in this building. To access its main entrance, the vast majority of these students (along with the estimated 200 faculty and staff members) will be required to traverse the intersection of Greene and Assembly streets, an already well-used and



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popular intersection. Currently, 3,000 pedestrians cross this intersection daily when USC is in session. The University expects (conservatively) that this number will *triple* once the school opens. In fact, at peak pedestrian crossings (corresponding with class changes), USC anticipates 50 to 80 pedestrians will gather to cross through this intersection at each light change. Consequently, making this intersection safe for pedestrians is paramount—and why work on Assembly Street began at this intersection



Rendering of Darla Moore School of Business



Midlands Technical College: One of South Carolina's largest two-year colleges, Midlands Technical College (MTC), has various campuses located around the Midlands. Midlands Technical College enrolls approximately 12,000 students seeking to develop career-skills or transfer to a four-year institution. With the latest technology and a diverse learning environment, MTC makes higher education affordable, convenient, and readily accessible. Midlands Technical College prides itself on excellence in curriculum, staffing, equipment, and service to its student body and the Midlands.

Midlands Technical College offers approximately 100 associate degree, diploma and certificate programs of study, with an estimated 70 percent of the courses in the career program area. A strong college transfer program allows students to take the first two years of a baccalaureate degree and transfer to one of the state's four-year institutions. Midlands Technical College is currently the largest source of transfer students to The University of South Carolina-Columbia.



Midlands Technical College Airport Campus

MTC currently provides a variety of educational opportunities that support its mission of human resource development for economic growth in its service region. The Continuing Education Division provides opportunities to more than 30,000 individuals annually and is one of the largest providers of noncredit professional upgrade training of any two-year college in the state. Midlands Technical College is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools. Additionally, Midlands Technical College is a comprehensive two-year college providing career and transfer education and is part of the South Carolina Technical College System.

- The Airport Campus, located directly on the Airport Connector, spreads 65 acres and consists of 15 buildings, including library facilities and an Academic Success Center.
- Approximately 80% of the college's students are residents of Richland or Lexington Counties.
- Approximately half the students attend class on the airport campus.
- Ninety-nine percent of MTC graduates are employed or continuing their education within six months of graduation.
- More than three quarters of Midlands Technical College's faculty hold a master's or doctorate degree in their teaching field.
- The college's general education core was recognized by the South Carolina Higher Education Assessment Association as "exemplary."
- MTC's efforts to introduce cultural diversity into the curriculum received recognition as "Best Practices for Best Results" by the South Carolina Commission on Higher Education.
- MTC provides training for more than 100 area businesses and industries on a yearly basis.



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- Approximately one in three college-bound high school graduates in the service area is served by Midlands Technical College.
- Ninety-seven percent of employers surveyed rated MTC graduates as good or excellent and 99 percent would recommend MTC graduates to other employers.
- Ninety-eight percent of surveyed students and 98 percent of surveyed employers rated the course content and instructional quality of MTC's Continuing Education programs as satisfactory or better.
- At Midlands Technical College, enrollment was 12,078 last fall, placing it among the largest public colleges and universities in the state.

Commerce

The second motivator for this project is commerce, specifically the impact of the project's improvements to the area's commercial sector. In fact, according to *The Economic Impact and Financing of Infrastructure Spending* (Cohen, Freiling, and Robinson¹) over a ten year period, each dollar spent to improve the infrastructure increases the economy by about two dollars. Furthermore, over twenty years, each dollar spent generates \$1.15 of economic activity. The economic benefits of the United Midlands Project are expected to be consistent with these results and will be seen and felt not only within the project area—Downtown Columbia, the Riverfront, along the Airport Connector—but also throughout the state.

(Source: Cohen, Isabelle, Freiling, Thomas, and Robinson, Eric. "The Economic Impact and Financing of Infrastructure Spending." Associated Equipment Distributor. N.p. Web. 2012).

Downtown Columbia: Assembly Street and Huger Street currently serve as "barriers" to the growth of downtown Columbia. While investments in the Vista have caused the area to flourish, the Downtown area cannot claim the same. While some streetscaping has drawn private investments (\$247 million with the new First Citizens Building, the Meridian Building, and the Main & Gervais Tower), the United Midlands Project will provide the boost that is needed to revitalize the area.

Much of Downtown Columbia is not pedestrian friendly. Many sidewalks and crosswalks are substandard, not ADA accessible, and out of date. Connectivity is poor. In order for the downtown area to thrive, it must be more accessible to pedestrians. The United Midlands Project will correct these problems and allow the area to prosper.

The areas adjacent to the improved gateways will now be prime sites for development, and the result will be a major increase in economy growth. Businesses and retail stores will be drawn to the area because of the improved access, making this one of the "places to be" in Columbia. People will be drawn in to work or to shop, and the increased customer base will lead to a second and a third wave of development that will continue this economic growth.

Riverfront Research District/Three Rivers Greenway: USC's planning and design process is bringing together the community in a unique partnership of state, city, private property owners, university, and business interests around a shared, transformative vision for its campus and the City of Columbia. The University's Master Plan places urban, multi-function development within the framework of Columbia's historic street grid. Land uses adjacent to the USC campus will feature University-related research and academic buildings as well as private-sector firms and governmental units focused upon the knowledge economy. Moving westward to the



Proposed View of Senate Street Landing
and Gervais Street Bridge



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Congaree River, this area—the Riverfront Research District—will feature more general offices, housing, supporting retail uses and community facilities.

Mixed-use development in this area will create housing, retail, and office space in four-to six-story street-fronted buildings with multi-story parking structures. Within 15 years of its completion, this area could generate 8,700 permanent jobs and an estimated \$17.7 million in annual tax revenue. If development occurs steadily throughout the first 15 years, the cumulative amount of property taxes generated by the USC area, without consideration of appreciation, is estimated to be \$141.4 million.

The USC Master Plan includes the construction of a world-class waterfront park with multiple access points throughout the area and will also contain pedestrian and bike friendly streets and walkways. The park will be aptly named the Congaree Regional Waterfront Park. At the park, the historic street grid will meet the 12-mile linear park system along the Congaree River known as the Three Rivers Greenway.

Among the constraints the USC Master Plan faces is a limited number of vehicular and pedestrian crossings over railroad tracks that sever street connections from the downtown area to the river. Currently, there are only two grade-separated roadway crossings over the tracks at Gervais and Blossom streets, neither of which are bicycle or pedestrian-friendly. Facilitating improved pedestrian movement over or under the railroad tracks—as planned in this project—is crucial to the successful redevelopment of this district, as well as the rest of the project area.

Large Companies Near Columbia Metropolitan Airport: Located near the Columbia Metropolitan Airport in Lexington County, FedEx Freight is a private company categorized under Trucking-Motor Freight. Current estimates show this company has an annual revenue of \$5 to \$10 million and employs a local staff of approximately 300.



With annual revenues of \$20 billion, FedEx Corporation is the premier global provider of transportation, e-commerce and supply chain management services. The company offers integrated business solutions through a network of subsidiaries operating independently, including FedEx Express, the world's largest express transportation company; FedEx Ground, North America's second-largest provider of small-package ground delivery service; FedEx Freight, a leading provider of regional less-than-truckload freight services; FedEx Custom Critical, the world's largest provider of expedited time-critical shipments; and FedEx Trade Networks, a provider of customs brokerage, consulting, information technology and trade facilitation solutions.

- FY 2012 Revenue: \$43 billion (includes FedEx National LTL, FedEx Custom Critical, and Caribbean Transportation Services)
- Workforce: Approximately 290,000 employees (worldwide)
- Average Daily Volume: More than 10,000,000 shipments
- Service Area: Full-state coverage throughout the United States (including Alaska and Hawaii); International service to Canada, Mexico, Puerto Rico, Central and South America, the Caribbean, Europe, and Asia
- Ground Fleet: More than 90,000 pieces of equipment, including more than 15,000 tractors
- Operating Facilities: Approximately 355 service centers



Norfolk Southern Corporation (NYSE: NSC) is one of the nation's premier transportation companies. Its Norfolk Southern Railway Company subsidiary operates approximately 20,000 route miles in 22 states and the District of Columbia, serves every major container port in the eastern United States, and



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provides efficient connections to other rail carriers. Norfolk Southern operates the most extensive intermodal network in the East and is a major transporter of coal, automotive, and industrial products.

Norfolk Southern opened a new Thoroughbred Bulk Transfer terminal in Columbia on June 24, 2013. Thoroughbred Bulk Transfer (TBT) terminals are specialized facilities that allow customers to transfer a large array of commodities between rail cars and trucks. The facilities allow customers without rail sidings to receive the benefits of rail economics and service quality.

Located less than two miles from I-26 and near Columbia Metropolitan Airport at 1861 Old Dunbar Road in West Columbia, the terminal can handle dry and liquid bulk commodities such as flour, sugar, and plastic pellets, as well as aggregates, steel, and lumber. It features five acres of paved lay-down area, a certified truck scale, and is fully fenced and lighted. Markets served by the terminal include the Columbia area as well as points east; such as Darlington, Florence, Hartsville, Orangeburg and Sumter.



United Parcel Service, Inc., commonly referred to as UPS, is the world's largest package delivery company with \$41.3 billion in revenues. Headquartered in Sandy Springs, Georgia, UPS delivers more than 15 million packages a day to 6.1 million customers in more than 200 countries and territories around the world. Since 2005, its operations include logistics and other transportation-related areas. Originally based in New York City in 1930, it has been headquartered in Sandy Springs since 1991.

UPS established its 50 plus acre Southeastern Regional Hub at the Columbia Metropolitan Airport in August 1996. Slated to employ 140 people to load, unload and sort packages from six cargo flights per day, UPS now employs 220 people, sees 10 flights per day arrive and depart with freight, and has equipment that can process 41,000 packages per hour. One of the country's six regional air hubs, this 313,878 sq ft building processes an average volume of 60,000 units for both domestic and international packages per day. The Columbia Airport Enterprise Park Air Ramp was established in 1996 and is also one of only six regional gateways in the country. This station inbounds and outbounds 18 jet crafts and 7 feeder aircrafts per day.



SCANA Corporation is an energy-based holding company located directly off I-77, within miles of the Airport. Based in Cayce, South Carolina, with \$4.4 billion in revenues, their businesses include regulated electric and natural gas utility operations and other energy-related businesses. SCANA's subsidiaries serve approximately 650,000 electric customers in South Carolina and more than one million natural gas customers in South Carolina, North Carolina and Georgia. For 160 years, SCANA Corporation has been an energizing force throughout the South – bringing power and fuel to homes and businesses, stimulating economic growth, spurring innovation, enriching local communities through environmental initiatives and educational programs and lending a helping hand to the less fortunate. Additionally, they own liquefied natural gas and storage facilities and transport natural gas to residential, commercial, and industrial customers. They also own and operate a 500-mile fiber optic telecommunications network and data center facilities, provide Ethernet services, and engage in tower site construction management and rental services. They provide homeowners with service contracts on their home appliances and heating and air conditioning units.



With its facilities adjacent to the Airport Connector Phase I, Time Warner Inc. is the world's third largest media and entertainment conglomerate by market capitalization. Formerly three separate companies, Time Warner has major operations in film, television, publishing, internet service and telecommunications. Among its subsidiaries are AOL, New Line Cinema, Time Inc., HBO, Turner Broadcasting System, The CW Television Network, TheWB.com, Warner Bros. Entertainment, Kids' WB, The CW4Kids, Cartoon Network, Adult Swim, CNN, DC Comics and Warner Bros. Interactive.



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- Headquartered in New York, NY, Time Warner Cable is the second-largest cable operator in the U.S., with technologically advanced, well-clustered systems located mainly in five geographic areas — New York State (including New York City), the Carolinas, Ohio, southern California (including Los Angeles) and Texas.
- Time Warner Cable serves customers in the following 28 states: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia and Wisconsin.
- Time Warner Cable employs more than 47,000 people across the U.S.
- Time Warner Cable owns and provides customers with exclusive, local, all-news TV channels in New York, North Carolina and Texas that give viewers content targeted to their community interests and concerns.
- 14.6 million customer relationships.
- 8.8 million digital video customers.
- 8.7 million high-speed data services to residential customers and a growing number of business customers.
- 4 million residential digital phone subscribers.



With a mission “to be Earth’s most customer-centric company, where customers can find and discover anything they might want to buy online, and endeavors to offer its customers the lowest possible prices,” Amazon offers millions of new, refurbished, and used items in a variety of categories. Amazon’s evolution from Web site to e-commerce and publishing partner to development platform is driven by the spirit of innovation that is part of the company’s DNA. The world’s brightest technology minds come to Amazon to research and develop new technologies that improve the lives of Amazon’s customers: shoppers, sellers, content creators and developers around the world.

Amazon opened their 10th US distribution center in Lexington County, SC, in 2011. The center is located on 12th Street Extension in Cayce, only miles from the Airport. The extension is already home to SCANA's new campus. Amazon pledged to invest \$125 million in South Carolina and create more than 2,000 jobs.

According to Amazon executive Frederick Kiga, the company considered a variety of factors when choosing the location of their new distribution center, including proximity to markets, availability of workforce and cooperation of state and local officials.



Michelin North America has been a leading tire producer and distributor in South Carolina since the 1970s. Michelin's Lexington passenger and earth mover tire facility has an investment of over \$1.1 billion and currently employs 2,040 people. Michelin has been part of the economic and social fabric of South Carolina and one of its finest corporate citizens for decades. They have strong ties with the SC Department of Commerce and their pro-business environment, quality workforce, and strategic location of Lexington County has made this company a strong partner in South Carolina.



Harsco Corporation consists of four divisions: Harsco Metals and Minerals, Harsco Infrastructure, Harsco Rail, and Harsco Industrial. Harsco Rail is an international supplier for railway track maintenance and construction, headquartered in West Columbia, SC. It is currently the largest railroad maintenance equipment company in



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the western hemisphere and an international source for over 130 types and models of railway track construction and maintenance machines, vehicles and contract services. Harsco Rail employs 450 people in its West Columbia location and has brought much economic growth to South Carolina since 1966.



Nephron Pharmaceuticals Corporation is a privately owned manufacturer of generic inhalation solutions headquartered in Orlando, FL. Nephron specializes in blow-fill-seal (BFS) manufacturing, a technology that allows a vial of medication to be formed, filled and sealed in a continuous process without human intervention in a sterile, enclosed area. In 2001, prior to FDA's 2004 mandate, Nephron led the market in the development and release of individually wrapped and bar-coded medication. Individually wrapped and bar-coded vials are a major patient safety feature and are now standard treatments in the bedside safety practices of US hospitals. Nephron has longstanding relationships with major drug wholesalers to distribute its products among retail pharmacies, mail order pharmacies, hospitals, home care companies and long term care facilities. Nephron has a dedicated sales force that covers all fifty states and Puerto Rico, and has additional sales channels throughout South America, the Middle East and Europe. In total, Nephron encompasses more than 300,000 square feet across three states. With the recent announcement of a greenfield facility located in Saxe Gotha Industrial Park in Cayce, SC, Nephron expects to hire approximately 700 new employees over the next few years. The pharmaceutical company broke ground on the structure in March 2013.



The Home Depot, the world's largest home improvement specialty retailer, recently opened a distribution center off Highway 321 in West Columbia. The new facility employs more than 200 individuals and services 90 stores in Virginia, North Carolina, Georgia and South Carolina. The region's newest resident, the corporate giant is the fifth largest retailer in the world and the fourth largest retailer in the United States. Since 2002, The Home Depot Foundation has donated more than \$270 million to nonprofit organizations and more than \$100 million of product to more than 1,400 charitable partners to rebuild and renovate homes. In 2010, the Fortune 500 U.S. list ranked The Home Depot at No. 29.

These previously discussed economic motivators demonstrate how construction of this project will expand current and generate additional economic opportunities, thereby stimulating the local economy and strengthening the Midlands' presence in the national economy.

1.8.3 Quality of Life Enhancements

People want to get to their desired destination as quickly, easily, and efficiently as possible. The proposed improvements to this project's gateways will not only help ease traffic and provide better routes for motorists, they will create portals that provide a safer, more inviting environment for drivers, bikers, and pedestrians while significantly reducing Green House Gas emissions and enhancing mobility and accessibility. This project's enhancements will not only increase the quality of life locally, they will positively impact the entire region as well as the state.

Congestion Reduction

Continued population and economic growth in South Carolina—the Midlands Region in particular—have resulted in a significant increase in the demand for mobility, as well as an increase in vehicle miles of travel (VMT). To foster a high quality of life in the area, it is critical that the United Midlands provide and preserve a safe and modern transportation system that can accommodate future growth in population, vehicle travel, and economic development.

- Columbia's population reached 129,272 in 2010, an increase of more than 11 percent since 1990, and the population is expected to grow by another 15 percent by 2030.



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- Vehicle travel in Richland County (in which Columbia is located) increased more than 27 percent from 1996 to 2007. By 2030, vehicle travel in Richland County is projected to increase by another 45 percent.
- (Expected vehicle travel increase for Lexington County)
- From 1992 to 2010, South Carolina's gross domestic product, a measure of the state's economic output, increased by almost 85 percent.

Traffic congestion in South Carolina is a growing burden in key urban areas and threatens to impede the state's economic development. Congestion on South Carolina's urban highways is growing as a result of increases in vehicle travel and population.

In 2010, 39 percent of Columbia's lane-miles were congested, which is an almost 36 percent increase since 1990. During that same time frame, Columbia commuters experienced a 62 percent increase in congestion during peak travel periods (6 a.m.-10 a.m. and 3 p.m.-7 p.m.) on these same lane-miles. Traffic congestion in Columbia is likely to worsen significantly unless transportation systems and traffic flow are improved (or capacity is added). In fact, Columbia is expecting a 250 percent increase by 2030 if such measures are not taken.

From 1990 to 2010, individual Columbia commuters suffered a 60 percent increase in delay hours due to congestion and a 62.5 percent increase in fuel consumption due to travel in congested conditions (rather than free-flow conditions). These overall congestion costs (i.e., the value of travel delay and excess gasoline consumption) borne by Columbia commuters (individually) in 2010 was \$533, which is a 71 percent increase since 1990. In 2010, Columbia—as a whole—experienced more than 8.5 million hours in traffic delays (an increase of more than 73 percent since 1990) and spent more than \$181 million in total congestion costs (an 84.5 percent increase since 1990). (Source: Texas Transportation Institute)

For Assembly Street alone, approximately 23,000 vehicles travel it per day, which is projected to grow to 29,000 vehicles per day by the year 2035. Based on improvements in pedestrian and mass transit features along these corridors, an increase in pedestrian and mass transit should be expected. If we assume this increased ridership results in only a 1-percent decrease in daily traffic, this would result in 51,000 miles saved per year or at least 1,022,000 vehicle miles traveled (VMTs) saved over the project's lifespan. Using standard mileage rates, this could produce a benefit of almost \$540,000 at a 7-percent discount rate.

In addition, improving the signalization through the use of adaptive signals throughout the project will create more efficient traffic flow and decreased stops, resulting in an approximate average travel time reduction of 15 percent, which equates to a 15-second reduction in average travel time per user. More streamlined, effective traffic flow and less congestion will consequently allow motorists, bus riders, cyclists, and pedestrians a more cost-effective and efficient access to their homes and places of employment.

Currently, the project area has too many curb cuts, poor lighting, and a lack of vegetative buffer between the sidewalk and the street, making pedestrian access uncomfortable and inconvenient. Upgraded sidewalks, bike lanes, landscaping, lighting, signage, and mass transit amenities as proposed in this project develop the visual character of the corridors. Such enhancements are not only esthetically pleasing, but are also integral to new retail and residential growth.

In addition, more bicycle and pedestrian-friendly thoroughfares will enhance the livability of the corridors and surrounding neighborhoods. They will have a positive impact on the affected college campus (USC), as well as student and faculty lives.

Plus, such improvements greatly benefit those most dependent upon mass transit and improved transportation—the economically disadvantaged, non-drivers, elderly, and disabled. For example, ADA-compliant sidewalks with truncated domes aid the blind while covered bus stops with benches encourage bus ridership.



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Road infrastructure improvements improve access to economic opportunities and social services, and poverty is lessened by providing quality transportation that, in turn, promotes economic opportunities and growth.

With more efficient traffic flow and redesigned areas, which encourage walking and cycling, the number of vehicles in the area should decline. In addition, safer and more accessible bus stops should increase bus ridership. Consequently, this reduction in the number of cars and vehicle miles traveled reduces the amount of Green House Gas (GHG) emissions produced by vehicles in the area. Motor vehicles generally have the highest level of pollution-output-per-mile in the first few miles of operation—those miles before the engine has warmed up. This is why using walking or cycling as a substitute mode for short neighborhood trips is an environmentally beneficial option. Such changes not only decrease pollution and vehicle usage, they also translate to a reduction in this country's dependency on oil.

The Airport Connector Phase II will improve the efficiency of the traffic network for the entire region. This project is a direct link from Airport Connector Phase I to I-26 and will relieve congestion of the existing roadways. The project would improve passengers and cargo-related vehicles access to the airport and to I-26 from the vicinity of the airport. Additionally, accommodations for pedestrians and cyclists will be provided on the Airport Connector Road, Phase II between S.C. 302 and the connector road between Old Dunbar Road, as well as along a portion of Old Dunbar Road. The Airport Connector Phase II will directly link Airport Boulevard to I-26 and relieve congestion on the existing route from I-26 to the Airport, which is along S.C. 302. Providing a connecting link from Airport Boulevard to I-26 will also complete the roadway system from I-26 to Platt Springs Road.



Traffic on SC-302

S.C. Route 302, Charleston Highway, and Old Dunbar Road are all existing roadways that will experience improvements when Phase II is constructed. An average of 16,900 anticipated vehicles will travel the Airport Connector route daily in the year 2035. The construction of the Airport Connector Phase II is expected to result in an approximate 10,000 vehicle per day reduction on S.C. Route 302. In addition, Charleston Highway would experience a reduction of 3,000 vehicles per day, while Old Dunbar Road would have over a 50 percent reduction from Approximately 7,000 to 1,300 vehicles per day.

The Airport Connector Phase II will connect with an existing 1.8 mile multi-use pathway located along Platt Springs Road from the existing Airport Connector to Emanuel Church Road. This pathway is already used by local residents. Once the Airport Connector Phase II is completed, residents and Airport High School and Midlands Technical College students will have direct access to almost 5 miles of multi-use pathways for recreational use. The Airport Connector will serve as a direct shuttle route for U.S. Army Soldiers going to and from Fort Jackson on leave and in support of overseas operations. This road will serve as a shuttle route for cabs and taxi companies transporting people on business, as well as friends and families of sporting teams and out-of-state South Carolina fans traveling to the nearby USC to attend Carolina Gamecock athletic events, high school state championships, graduations, concerts, and other entertainment events.

In 1997, the Environmental Protection Agency (EPA) established new, stricter National Ambient Air Quality Standards (NAAQS) to implement the clean air goals of the 1991 Clean Air Act Amendments. In April 2004, Richland County had its non-attainment designation deferred due to its participation in Early Action Compacts (EACs). EACs require affected communities to develop and implement air pollution control strategies, account for emission growth, and achieve and maintain the appropriate ozone standard. Compliance will maintain deferral (which, in essence, is viewed as being named in attainment) so long as appropriate milestones are met. Reducing traffic congestion, decreasing traffic flow and idle times,



and increasing pedestrian activity all contribute to our EAC adherence, thereby helping Columbia and Richland County avoid the detrimental non-attainment status.

In fact (if funded), the project's planned improvements to the project area are expected to reduce the amount of travel time in the area, thereby decreasing the amount of non-CO₂ emissions and the CO₂ emissions and result in quantifiable emissions savings.

Safety

The United Midlands Multimodal Corridor Improvement Project will greatly improve safety for motorists, bus riders, cyclists, and pedestrians throughout the Midlands. By significantly reducing congestion throughout the gateways, the number of accidents should significantly decrease.

Signalized intersections will be utilized and will incorporate adaptive "smart-signal" technology to improve intersection safety, reduce expected traffic congestion from special events, and improve pedestrian safety. As studies have shown, the number of crashes at a given intersection decreases between 5 to 20 percent when adaptive signals are put into place.

Throughout Columbia, additional proposed roadway improvements include widening existing 11-foot lanes to 12-foot lanes, decreasing the number of parking spaces along Assembly Street, improving the existing deteriorating roadway surface by repaving, improving roadway aesthetics by the use of imprinted and textured pavement stamping for designated crosswalks and landscape improvements where appropriate, improving night traffic safety with street lighting, and improving pedestrian routes and crosswalks.

Proposed improvements for pedestrian accommodations include adjusting sidewalk and curbs to improve pedestrian paths, crosswalks, bus lanes, bus stop locations, and meeting ADA requirements. Sidewalk "bulb-outs" will be constructed at intersections to improve aesthetics and safety. Pedestrian usage and safety at night will be improved by adding new and upgrading existing street lighting along the corridor. Streetscape aesthetics will be improved while enhancing safety by use of imprinted and textured pavement stamping for designated crosswalks and include landscape improvements where appropriate. Pedestrian signal heads will be upgraded at intersections to coordinate pedestrian movements with the smart-signal technology.

These additional safeguards are extremely important to the state of South Carolina, as the state continues to be ranked poorly in pedestrian and cyclist safety. According to the *2012 Benchmarking Report* by the Alliance for Biking and Walking, South Carolina ranked 48th among states for walking safety and 49th among states for bicycle safety. Although 2.1 percent of work trips in South Carolina are by bicycle or foot, bicyclists or pedestrians account for more than five times that amount (11.9 percent) of traffic fatalities in the state. Nationwide, 4.2 bicyclists are killed per year per 10,000 daily bicyclists. However, that number is almost three times that amount in South Carolina with 13.5 deaths per 10,000 daily bicyclists. Pedestrians in South Carolina fared no better. The national number of pedestrian deaths per 10,000 daily pedestrians is 5.0 while that number is more than double in South Carolina with 11.7 deaths per 10,000 daily pedestrians.



Rendering of Pedestrian Crosswalks Over Assembly

Completion of the Airport Connector Phase II to I-26 will alleviate existing congestion on SC Route 302 and improve the safety in this area. SC Route 302 experiences three times the amount of daily traffic as the Airport Connector Phase I, despite the fact that the Airport Connector Phase I is a limited access expressway (with divided median and minimal at-grade intersections) to accommodate a higher volume of traffic. SC Route 302 is a multi-lane urban arterial with a two-way



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left-turn lane and signalized intersections. The crash rates normalized for road segment length and average daily traffic (ADT) illustrate that there are 5 times the number of crashes on SC Route 302 compared to the Airport Connector Phase I. Approximately 31 of the crashes along SC Route 302 occurred at the I-26 ramps, and approximately 5 of the crashes occurred at the intersection of SC Route 302 and the Airport Connector Phase I. According to the SCDOT projections, by the year 2035 the Airport Connector Phase II it will carry 16,900 vehicles per day. If the Airport Connector Phase II is not constructed, those vehicles will travel on SC Route 302, dramatically increasing the number of collisions and congestion.

The Airport Connector Phase II will be designed with the same level of safety as Phase I. It will be a limited access expressway with minimal at-grade intersections to keep traffic flowing smoothly and efficiently. A bridge will span the Norfolk Southern railroad track that runs north/south under Interstate 26, just north of the proposed interchange on I-26. This will eliminate any delays or collisions potentially caused by frequent train crossings.

By completing Phase II of this project and connecting the Airport to I-26, the number of crashes along these intersections, as well as in between the intersections along SC Route 302, should significantly decrease, providing safer and more efficient roadways for the traveling public.

Mobility & Accessibility

This project also improves the area's mobility and accessibility by enhancing the integration of the existing modes of transportation. Unfortunately, the project area's current configuration was developed years ago based on the dominance of the automobile. These multi-lane thoroughfares hinder rather than help connectivity from one half of the City to the other; therefore, making it difficult, uncomfortable, and dangerous for residents to walk along these areas. Initiatives that integrate various modes of transportation not only reduce congestion, they also create a pedestrian and bicycle-friendly atmosphere. This project will positively impact user mobility and improve accessibility and transportation services to those using mass transit, thereby providing access to more productive employment opportunities for the area's under-employed and disadvantaged populations. This is especially important for Columbia because the most recent Census counts estimate that *currently* 20.7% of the City's residents walk to work, the 2nd highest amount in the nation according to "Governing" magazine. With the large number of residential and commercial sites planned for the City's urban core, making the area more accessible is not only necessary; it is paramount for the success of these developments.

In addition, increasing the 'walkability' of a city is good for the area's economy. In fact, the Alliance for Biking and Walking reported in 2012 that bicycling and walking projects create from 11 to 14 jobs per \$1 million spent. It's cost benefit analysis showed that up to \$11.80 in benefits is gained for every \$1 invested in making an area bicycle and pedestrian friendly.

1.9 Review and Evaluation of Alternative Transportation Plans

As a requirement of the Environmental Assessment performed by SCDOT for the Airport Connector Phase II, a feasibility study of nine alternative transportation plans was performed and evaluated in accordance with FHWA guidelines. The proposed alternative was chosen as the preferred alternative based on its lower environmental impacts, greater traffic efficiency, and greater safety rating. Details of this analysis can be found in the Environmental Assessment located in *Appendix 5*.

The Assembly Street, Huger Street, and a major portion of the Greene Street gateways are street reconstruction projects dedicated to improving the safety and operational quality of these existing roads. The Williams Street gateway is a new road that will connect the existing portions of Williams Street. As such, the only alternative transportation plans for these gateways are No-Action alternatives. The No-Action alternatives would permit the gateways to remain in their current condition. However, the connectivity, accessibility, safety improvement, traffic improvement, and economic development goals would not be accomplished.



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1.10 Environmental Impact

As a requirement of the Environmental Assessment performed by SCDOT for the Airport Connector Phase II, the environmental impacts of the proposed work were outlined. Phase II of the Airport Connector will impact approximately 4.68 acres of wetlands, including approximately 1.21 acres of temporary clearing and 3.47 acres of fill within wetlands. The project will also require that stormwater be diverted either through a tributary leading to Six Mile Creek, directly into the creek itself. It has also been determined that Phase II of the Airport Connector will impact 3.47 acres of freshwater substrates upstream of estuarine substrates and emergent wetlands utilized by various life stages of species including the red drum, shrimp, and snapper-grouper management complexes. However, it was determined that this project will have no substantial adverse impact on the Essential Fish Habitat or Fisheries managed by the South Atlantic Fishery Management Council or the National Marine Fisheries Service. Details of this analysis can be found in the Environmental Assessment located in *Appendix 5*.

A Documented Categorical Exclusion (DCE) has been approved by the Federal Transit Administration for the Assembly Street gateway as a part of the NEPA documentation requirement indicating no adverse environmental impacts are anticipated. A copy of the DCE is located in *Appendix 6*. NEPA documentation identifying potential environmental impacts will be required as the design of the Huger Street, Greene Street and Williams Street gateway improvements continue to move toward completion.



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2.0 FINANCIAL PLAN

2.1 Cost Estimate

The entire projected cost for the construction of the United Midlands Multimodal Corridor Improvement Project has been calculated to be \$336,564,500. This estimate has been generated from the cost of each gateway, which is noted below:

Airport Connector Phase II (S-378) \$112,400,200	Assembly St. (SC Route 48) \$145,314,000	Greene St. (S-176) \$36,359,470	Huger St. (US 21 & S-102) \$46,275,160	Williams St. (Local) \$17,616,955
Total \$357,965,486				

See *Appendix 7* for cost estimate breakdown by gateway.

2.2 Amount and Percentage of Local Contributions

Local Contribution (Table 2.3)	Total Assistance Requested (Section 2.4)	Percentage of Contribution to SCDOT Network (Matching Funds)
\$446,960,800	\$335,802,964	133%

2.3 Source of Local Contributions

Matching Funds	
Source	Amount
Richland County Penny (Total Match)	\$446,960,800
	\$446,960,800

Obligated Federal Funds	
Source	Amount
MPO COATS (City of Columbia)	\$1,500,000
MPO COATS (Richland County)	\$1,500,000
Central Midlands COG (Lexington County)	\$10,700,000
ISTEA Authorization 1991	\$3,578,657
2003 Appropriations Act	\$596,100
High Speed Rail 2014	\$347,453
FTA 5307	\$3,940,612
	\$22,162,822

2.4 Amount of Assistance Requested from Bank

The United Midlands formally requests \$335,802,964 from the South Carolina State Transportation Infrastructure Bank Board to assist in the completion of this vital project.



2.5 Form of Assistance Requested

The United Midlands organization formally requests all funds in the form of a grant.

2.6 Alternate Funding Sources

Aside from the sources listed in Sections 2.2 and 2.3, the United Midlands has not received funding from any additional sources at this time.

2.7 Cash Flow Diagram

Chart 2.7.1: Cash Disbursement Schedule (by Project)

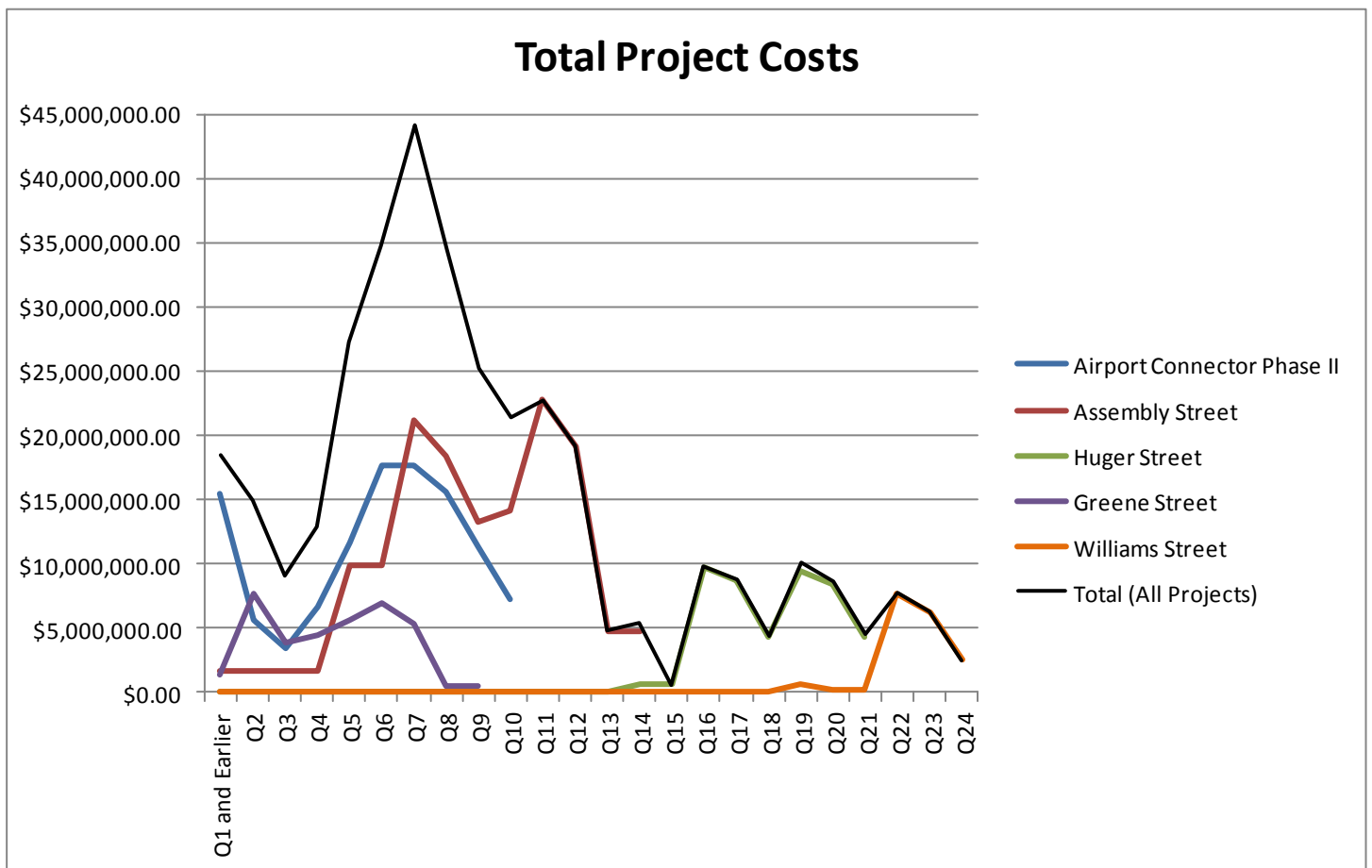
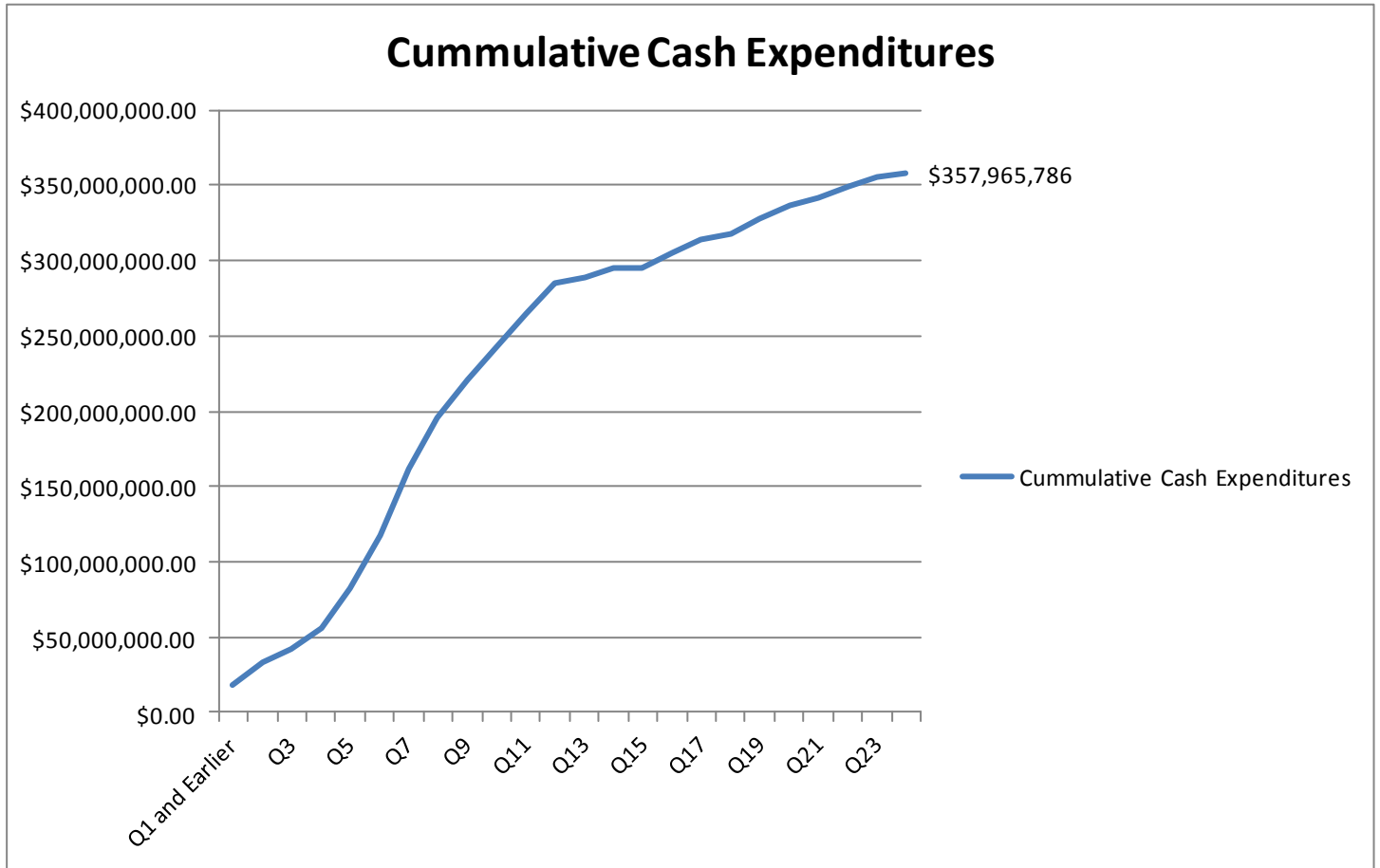




Chart 2.7.2: Cumulative Cash Expenditures





2.8 Local Contribution / Payment Schedule

Not applicable.

2.9 Useful Life of the Project and Determination Method

All information requiring SCDOT concurrence will be requested at one time. This request must be made prior to submittal to the STIB Board, however SCDOT response is not required for submittal. Proof of request will be included in the appendix.

The useful life of a road is determined by the amount and types of traffic that will be using it. Estimated traffic projections are used to determine what the traffic will be like for the future, and a road is designed accordingly. For new construction or reconstruction, the SCDOT *Highway Design Manual* recommends a design year of 20 years. The United Midlands Multimodal Corridor Improvement Project has been designed in compliance with this specified 20-year design period, and is expected to function at least 20 years after the road is opened to the public. Assuming construction is completed in 2016, the project will function until at least 2036 and capacity will be sufficient beyond the design year.

2.10 Maintenance Commitment

All information requiring SCDOT concurrence will be requested at one time. This request must be made prior to submittal to the STIB Board, however SCDOT response is not required for submittal. Proof of request will be included in the appendix.

Lexington County will not assume any future maintenance of this project. Maintenance of this project is designated on the SCDOT Highway System. Therefore a letter is not required.

The City of Columbia will be required to assume future maintenance requirements due to the location of the roads. SCDOT will determine the level of oversight during design and construction. SCDOT's involvement will be limited to resurfacing and routine signage necessary as the roads age and can be expected to be in line with other owned roads. An agreement will be made between SCDOT, the City of Columbia, CMRTA, and the University of South Carolina on the roles each organization will take in the upkeep and roles involving the Central Columbia Mobility Improvement Project.

2.11 Project Prioritization

Project prioritization will be based on a number of factors, including the funding allocated by the SIB Board, when the funding will be made available, the status of each gateway, and what (if any) recommendations are provided by the SIB Board. Should the SIB Board provide only a portion of the requested funding, the United Midlands representatives will meet to discuss which gateways shall be funded with the available money as well as the timeframe in which each gateway will be funded.

Gateway	Cost	Status
Airport Connector	\$112,400,200	Shovel Ready
Assembly Street	\$145,314,000	In Design
		Conceptual Phase
Greene Street	\$36,359,470	In Design
Huger Street	\$46,275,160	Conceptual
Williams Street	\$17,616,955	Conceptual



SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

2.12 Impact Fees

No impact fees have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.13 Local Accommodations Tax

No accommodation taxes have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.14 Hospitality Tax

No hospitality taxes have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.15 Local Sales Tax

In November 2012, voters in Richland County approved a special sales and use tax in the amount of one percent to be imposed in Richland County for not more than twenty-two years, or until a total of \$1,070,000,000 in sales tax revenue has been collected, whichever occurs first. The sales tax revenue will fund the following categories: \$656,020,644 for improvements to highways, roads, streets, intersections, bridges; \$80,888,356 for improvements to pedestrian sidewalks, bike paths, intersections, greenways; \$300,991,000 for continued and improved operation of mass transit provided by Central Midlands Regional Transit Authority; and \$32,100,000 for administration of the overall program. Of this \$1,070,000,000 in sales tax revenue, \$446,960,800 will be spent to improve roads on the SCDOT network.

2.16 Tolls

No tolls have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.17 User Fee

No user fees have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.18 Tax Incremental Financing (TIF)

No Tax Incremental Finances have been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.19 Assessment Program

An Assessment Program has not been adopted because more than \$446 million has been identified by local sales tax (Section 2.15).

2.20 Development Agreements

The United Midlands has not established any development agreement funds because more than \$446 million has been identified by local sales tax (Section 2.15).

2.21 Zoning

The United Midlands has implemented zoning and land-use controls to guide development. Zoning laws will support the implementation of this project. Zoning controls are not a contributing factor to the development of this project.



SC STATE INFRASTRUCTURE BANK APPLICATION
FOR THE UNITED MIDLANDS MULTIMODAL
CORRIDOR IMPROVEMENT PROJECT

2.22 Discount Rate Calculations

There are no future repayments planned as no loans will be requested for this project. There are no non-SIB third-party future payments associated with this project. There will be no proposed future expenditures for this project.

2.23 Assumed Inflation Rates

All amounts shown are in 2014 dollars unless otherwise noted. Inflation rate utilized for the calculation of financial data is 3% as used by SCDOT.

2.24 Condemnation

SCDOT has acquired all right-of-way tracts required for the Airport Connector Phase II except for two, which are currently under negotiation. SCDOT will acquire the two remaining tracts prior to start of construction.

Right-of-way acquisition is still required for Greene and Williams streets and may be required for portions of Huger Street. Should condemnation be required, the City of Columbia will use SCDOT-qualified personnel for the process and comply with the Uniform Act.

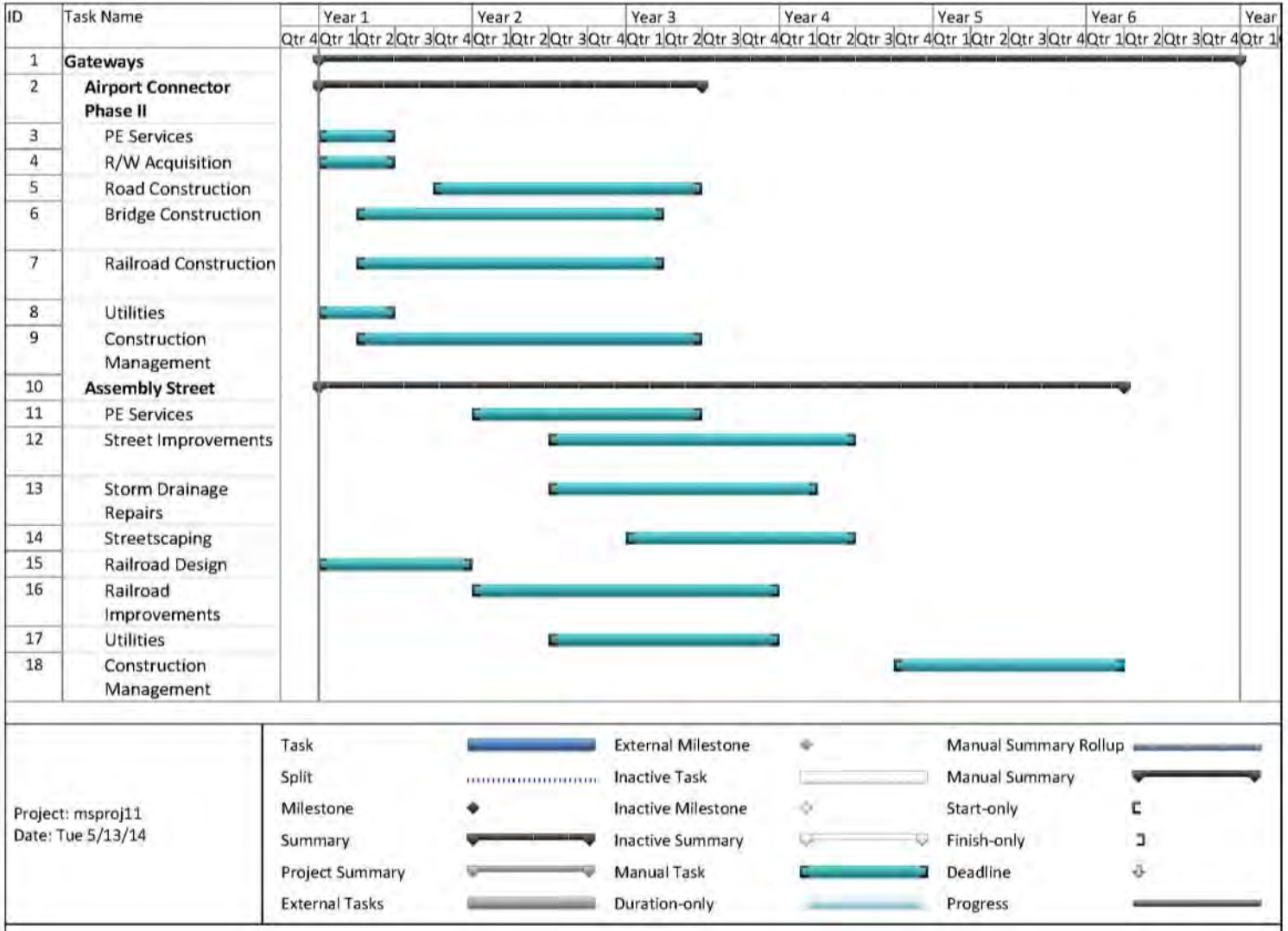
2.25 Additional Funding Attempts

The United Midlands has formally requested Transportation Investment Generating Economic Recovery (TIGER) grants for the Airport Connector Phase II and for a 3-block section of Assembly Street. Approximately \$85 million was requested for the Airport Connector Phase II and \$10 million was requested for Assembly Street. However, these applications were not selected for funding.



3.0 PROJECT APPROACH

3.1 Project Schedule





SC STATE INFRASTRUCTURE BANK APPLICATION FOR THE UNITED MIDLANDS MULTIMODAL CORRIDOR IMPROVEMENT PROJECT

ID	Task Name	Year 1				Year 2				Year 3				Year 4				Year 5				Year 6				Year
		Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
19	Huger Street																									
20	PE Services																									
21	Street Improvements																									
22	Storm Drainage Repairs																									
23	Streetscaping																									
24	Utilities																									
25	Construction Management																									
26	Greene Street																									
27	PE Services																									
28	R/W Acquisition																									
29	Street Improvements																									
30	Storm Drainage Repairs																									
31	Streetscaping																									
32	Railroad Bridge Design																									
33	Railroad Bridge Construction																									
34	Utilities																									
35	Construction Management																									
36	Williams Street																									

Project: msproj11 Date: Tue 5/13/14	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	



3.2 Current Project Status

Phase I of the Airport Connector has already been completed and is in use. Construction on Phase II of the Airport Connector has not yet begun. However, all engineering design is complete to include a new trumpet interchange with I-26, environmental document preparation and submittal, right-of-way plans and final construction plans, which include an Environmental Assessment (EA), Interchange Justification Report, roadway design, hydraulic design, bridge design, erosion control design, pavement markings, signage, traffic control and traffic signal design. Out of 45 tracts of right-of-way necessary to complete this project, 43 tracts have been obtained by the SCDOT. The last two tracts are currently under negotiation. SCDOT will acquire the two remaining tracts prior to the start of construction. All permits have been previously submitted and approved, with minor updates required to re-obtain expired permits. An Environmental Assessment completed in 2003 and still in effect today found the project to have no significant impact. Utility lines have been relocated. Construction can start within six months of receipt of SIB finding approval.

A four-block section of Assembly Street (Blossom Street to Pendleton Street) is slated for completion in May 2014. Construction on the remaining parts of Assembly and Greene streets and all of Huger and Williams streets has not begun. If funding is allocated, construction on these gateways may begin as soon as construction documents are completed.

3.3 Potential Obstacles

There are no foreseen obstacles that will prevent the construction the United Midlands Multimodal Corridor Improvement Project. There are no pending legal issues. With public support in place, designs completed, the majority of right-of-way acquired and permits filed, the project is ready to move forward once funding is acquired.

3.4 Responsible Entities

Service	Entity	Contact Name	Address	Phone Number
Environmental Studies	SCDOT	Randy Williamson	955 Park St., Columbia, SC 29201	803.737.1395
Design of Project	SCDOT	Mitchell Metts	955 Park St., Columbia, SC 29201	803.206.8485
Right of Way Acquisition	SCDOT	Brian Keys	955 Park St., Columbia, SC 29201	803.737.6734
Construction	SCDOT	Todd Steagall	955 Park St., Columbia, SC 29201	803.737.1715
Construction Management	TBD	TBD	TBD	TBD
Operation	Network Owner	TBD	TBD	TBD
Maintenance	Network Owner	TBD	TBD	TBD
Tort Liability and Ownership	Network Owner	TBD	TBD	TBD
Law Enforcement	Network Owner	TBD	TBD	TBD
Marketing	(Non Applicable)	(Non Applicable)	(Non Applicable)	(Non Applicable)

(Require letters from any entity agreeing to responsibility for any category listed in Section 3.4 for the United Midlands Multimodal Corridor Improvement Project.)



May 13, 2013

Mr. Adam Hixon, EIT
Dennis Corporation
1800 Huger Street
Columbia, SC 29201

RE: S-32-378 and SC 302 Projected Volumes
Lexington County

Dear Mr. Hixon,

Thank you for your letter of May 9, 2013 concerning projected volumes on SC 302 and the John Hardee Expressway (S-32-378) in Lexington County. After reviewing the historical traffic counts for the two subject roads and the Central Midlands Council of Government COATS Model, I would like to offer the following 2035 projections for the roadways:

John Hardee Expressway: SC 602-SC 302 – 16,000
SC 302 – I-26 – 16,900

SC 302: Old Dunbar Road to JHE – 28,300
JHE to I-26 – 34,600

I hope this information is useful for your project. If I can be of any assistance, please do not hesitate to contact me in the future at (803) 737-1445.

Sincerely,

Michael A. Dennis, PE
Statewide Technical Applications Engineer

APPENDIX 2

Reserved for signature pages of final joint resolution.



Office of the President

May 13, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

I would like to express my strong support for the *United Midlands Multimodal Corridor Improvement Project*. This project will provide much needed relief to the area's current transportation network, increase safety and public benefits, and foster economic growth. Its potentially transformative nature will have a significant impact on not only the Midlands Region but the rest of South Carolina as well.


The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands—Assembly and Huger streets, Greene and Williams streets, and the Airport Connector. The Airport Connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport. The enhancements to Assembly and Huger streets will calm and improve traffic flow. The work on Greene and Williams streets will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion. Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our facility and its employees, as well as our students, will benefit from the completion of the gateways, which will significantly increase the livability of all local residents and improve the economic viability for all local companies.

Allen University is pleased to be involved in the development of the region and lend its support to projects such as this one, which is pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation

corridor that will link the entire Midlands Region with the rest of South Carolina and the world.

Sincerely,

A handwritten signature in blue ink that reads "Lady June Cole". The signature is written in a cursive, flowing style.

Lady June Cole, Ph.D.
Interim President



BENEDICT COLLEGE

1600 Harden Street
COLUMBIA, SOUTH CAROLINA 29204

OFFICE OF THE PRESIDENT

May 9, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

I would like to express my strong support for the *United Midlands Multimodal Corridor Improvement Project*. This project will provide much needed relief to the area's current transportation network, increase safety and public benefits, and foster economic growth. Its potentially transformative nature will have a significant impact on not only the Midlands Region but the rest of South Carolina as well.

The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands—Assembly and Huger streets, Greene and Williams streets, and the Airport Connector. The Airport Connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport. The enhancements to Assembly and Huger streets will calm and improve traffic flow. The work on Greene and Williams streets will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion. Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our facility and its employees, as well as our students, will benefit from the completion of the gateways, which will significantly increase the livability of all local residents and improve the economic viability for all local companies.

(803) 705-4681 Business
(803) 705-6937 Fax

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Page 2
May 9, 2014

Benedict College is pleased to be involved in the development of the region and lend its support to projects such as this one, which is pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation corridor that will link the entire Midlands Region with the rest of South Carolina and the world.

Sincerely,

A handwritten signature in black ink, appearing to read "David H. Swinton". The signature is written in a cursive style with a large initial "D".

David H. Swinton
President and CEO



A 1201 Main Street Suite 100
Columbia, SC 29201

W centralsc.org

P (803) 733-1131

May 8, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

I would like to express my support for the *United Midlands Multimodal Corridor Improvement Project*. This project will provide much needed relief to the area's current transportation network, increase safety and public benefits, and foster economic growth. It's potentially transformative nature will have a significant impact on not only the Midlands Region but the rest of South Carolina as well.

The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands—Assembly and Huger streets, Greene and Williams streets, and the Airport Connector. The Airport Connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport. The enhancements to Assembly and Huger streets will calm and improve traffic flow. The work on Greene and Williams streets will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion. Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our organization, as well as our partners, will benefit directly from the completion of the downtown gateways. All of the proposed project improvements will significantly increase the livability of local residents and improve the economic viability for local companies.

Central SC Alliance is pleased to be involved in the development of the region and lend its support to projects such as this one, pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation corridor that will link the entire Midlands Region with the rest of South Carolina and the world.

Sincerely,

A handwritten signature in black ink that reads "G. Michael Briggs". The signature is written in a cursive, flowing style.

G. Michael Briggs
President and CEO



April 15, 2014

Charlton L. Whipple
 Director of Economic Development
 County of Lexington
 212 S. Lake Drive, Suite 502
 Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that Central Midlands Council of Governments fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Connector Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Central Midlands Council of Governments is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

A handwritten signature in cursive script that reads "Benjamin J. Mauldin".

Benjamin J. Mauldin
 Executive Director

Serving Local Governments in South Carolina's Midlands

236 Stoneridge Drive, Columbia, SC 29210 ♦ (803) 376-5390 ♦ FAX (803) 376-5394 ♦ Web Site: <http://www.centralmidlands.org>



**CITY CENTER
PARTNERSHIP, INC.**
COLUMBIA, SOUTH CAROLINA
1201 Main Street · Suite 150
Columbia, SC 29201
803.233.0620 · fax 803.233.0621
info@citycentercolumbia.sc
www.citycentercolumbia.sc

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- Tripp Whitener**
Vice Chairman
First Citizens Bank
- Melanie Huggins**
Secretary • Marketing & Special Events Committee-Chair
Richland Library
- Charl Butler**
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AgFirst Farm Credit Bank
- Herbert Ames**
Long Range Planning Committee-Chair
Edens
- Tom Prioreshi**
Public Space Committee – Chair
Capital Places
- Boyd Jones**
Immediate Past Chair
NBSC, a division of Synovus Bank
- Dr. Harris Pastides**
President of University of South Carolina
- Susan McPherson**
Greater Columbia Chamber of Commerce

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| Tony McDonald
Richland County
<i>(ex officio)</i> | Teresa Wilson
City of Columbia |

May 7, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

On behalf of the thousands of downtown Columbia businesses, property owners, employees, and residents that our organization represents, we would like to express our strong support for the *United Midlands Multimodal Corridor Improvement Project*. This project will provide much needed relief to the area's current transportation network, increase safety and public benefits, and foster economic growth. Its potentially transformative nature will have a significant impact on not only the Midlands Region but the rest of South Carolina as well.

The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands—Assembly and Huger streets, Greene and Williams streets, and the Airport Connector. The Airport Connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport. The enhancements to Assembly and Huger streets will calm and improve traffic flow. The work on Greene and Williams streets will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion. Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our facility and its employees, as well as our visitors, will benefit directly from the completion of the Downtown gateways. However, all of the proposed project improvements will significantly increase the livability of all local residents and improve the economic viability for all local companies.

The City Center Partnership is pleased to be involved in the positive development of the region and lend its support to projects such as this one, which is pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation corridor that will link the entire Midlands Region with the rest of South Carolina and the world.

Sincerely,

Matt Kennell
President and CEO

Cc: John McArthur, Chairman



April 15, 2014

Charlton L. Whipple
 Director of Economic Development
 County of Lexington
 212 S. Lake Drive, Suite 502
 Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that the COMET fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Connector Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

The COMET is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

Robert Schneider, PhD.
 Executive Director
 Central Midlands Transit (COMET)

3613 Lucius Road
 Columbia, SC 29201

P 803 255 7133
 F 803 255 7113

CATCHTHECOMET.ORG



**Transportation
Regional Development**

Christopher P. Phillips

1660 Priceville Road
Gilbert, SC 29054
803 892-7819 office
803 261-0318 cell
christopher_phillips@csx.com

Mr. Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

April 28, 2014

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple:

It is with sincere pleasure that I write to inform you that CSX transportation fully supports the completion of the United Midlands Corridor Improvement Project. The project, consisting of the Assembly Street, Huger Street, Greene Street, Williams Street and the Airport Connector Gateways will benefit the entire state, and particularly, companies and residents of the Midlands area. The project will provide much needed relief to the current road system, increase safety and public benefits, and foster economic growth.

In order to maintain acceptable levels of service, we believe this project needs to be completed expeditiously. The proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, intersection safety and relocation of overhead utilities. The completion of the Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continues growth by connecting neighborhoods to the currently inaccessible Riverfront Park.

CSX Transportation is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Sincerely,

Christopher P. Phillips
Manager Industrial Development
CSX Transportation



GREATER COLUMBIA CHAMBER OF COMMERCE

May 6, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

On behalf of the Greater Columbia Chamber of Commerce, I would like to express my support for the United Midlands Multimodal Corridor Improvement Project (UMMCIP). Once completed, this project will provide much needed relief to the areas' transportation network whereby increasing opportunities to foster economic growth, create new jobs, enhance public safety, and create a much more pleasing road environment. The UMMCIP will have significant impact on the greater Midlands regions and the State.

The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands:

- Assembly and Huger Streets - enhancements will improve traffic flow and ease congestion
- Greene and Williams Streets - work will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion
- Airport Connector – completion of the connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport providing

Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our facility and its employees, as well as our visitors, will benefit directly from the completion of the downtown gateways. However, all of the proposed project improvements will significantly increase the livability of all local residents and improve the economic viability for all local companies.

The Greater Columbia Chamber of Commerce is pleased to be involved in the development of the region and lend its support to projects such as this one, which is pivotal to the future of the greater Midlands region. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation corridor with roadways beneficial to our capitol city.

Sincerely,

Carl Blackstone
President & CEO

Advancing Business *Together*

930 Richland Street | PO Box 1360 | Columbia, SC 29202 | 803.733.1110 | 803.733.1113
www.columbiachamber.com



2720 Sunset Boulevard
West Columbia, SC 29169
(803) 791-2000

April 17, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Chuck:

It is with sincere pleasure that I write to inform you that Lexington Medical Center fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Connector Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Lexington Medical Center is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

A handwritten signature in black ink that reads "Mike".

Michael J. Biediger
President and CEO
Lexington Medical Center



March 7, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that Michelin fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Michelin is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

Peter Sutton
Lexington Site Manager
Michelin North America, Inc.

Michelin North America, Inc.

2420 Two Notch Road
Post Office Box 579
Lexington, South Carolina 29071-0579
Tel: 803/951-5200



May 13, 2014

Ms. Teresa B. Wilson
City Manager
City of Columbia
1737 Main Street
Columbia, SC 29201

Dear Ms. Wilson:

I would like to express my strong support for the *United Midlands Multimodal Corridor Improvement Project*. This project will provide much needed relief to the area's current transportation network, increase safety and public benefits, and foster economic growth. Its potentially transformative nature will have a significant impact on not only the Midlands Region but the rest of South Carolina as well.

The *United Midlands Multimodal Corridor Improvement Project* will confront issues adversely affecting the primary gateways to the Midlands—Assembly and Huger streets, Greene and Williams streets, and the Airport Connector. The Airport Connector will provide express access from Interstate 26 to the Columbia Metropolitan Airport. The enhancements to Assembly and Huger streets will calm and improve traffic flow. The work on Greene and Williams streets will improve connectivity, protect pedestrians, and provide opportunities for growth and expansion. Improvements to these gateways will address safety, congestion, economic development, and the overall quality of life of residents and visitors throughout the Midlands Region.

To maintain acceptable levels of service and mobility, we believe the *United Midlands Multimodal Corridor Improvement Project* needs to be completed expeditiously. Our facility and its employees, as well as our visitors, will benefit directly from the completion of the Downtown gateways. However, all of the proposed project improvements will significantly increase the livability of all local residents and improve the economic viability for all local companies.

The Midlands Authority for Conventions, Sports & Tourism is pleased to be involved in the development of the region and lend its support to projects such as this one, which is pivotal to the future of the Midlands and South Carolina as a whole. Tourism is a huge economic engine for our region and easy access is extremely vital to our success. Our gateways make a statement to our visitors. Our gateways welcome our visitors and should be safe, easily traveled, and should help create a desire to visit our City again. Please let us know if we can assist you in any way as we work together to transform the existing, individual gateways into a unified transportation corridor that will link the entire Midlands Region with the rest of South Carolina and the world.

Sincerely,

Bill Ellen, President/CEO
Midlands Authority for Conventions, Sports & Tourism

MIDLANDS AUTHORITY FOR CONVENTIONS, SPORTS & TOURISM

Columbia Metropolitan Convention & Visitors Bureau | 1010 Lincoln Street | Columbia, SC | 29201

Columbia Regional Sports Council | 1010 Lincoln Street | Columbia, SC | 29201

Columbia Metropolitan Convention Center | 1101 Lincoln Street | Columbia, SC | 29201

1.800.264.4884 famouslyhot.com



April 23, 2014

Mr. Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

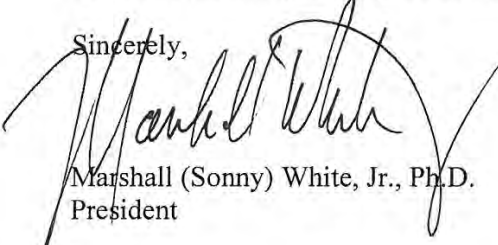
Dear Mr. Whipple:

Please be assured that Midlands Technical College (MTC) fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The creation of more accessible traffic patterns, both to the Columbia Metropolitan Airport from the interstate and within the city center, will enhance the flow of goods and services for both area businesses and residents.

As a driver of economic development in the Central Midlands, MTC endorses the modernization of our region's roads and highways. In order to grow in accord with commercial interests, it is also important to create a more usable infrastructure for the community as a whole. Many MTC students attend multiple campus sites, frequently traveling between our campuses in Lexington, Richland and Fairfield counties. These planned improvements will be a welcome addition to their commutes. In particular, the connector road between Interstate 26 and the Columbia airport will be heavily used by MTC Airport Campus students, faculty and staff, and will facilitate the college's ability to better serve the community.

Please let me know if I may be of assistance as the plans for this project move forward.

Sincerely,



Marshall (Sonny) White, Jr., Ph.D.
President



March 7, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

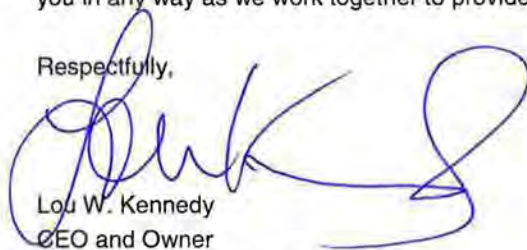
Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that Nephron Pharmaceuticals fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Nephron Pharmaceuticals is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,



Lou W. Kennedy
CEO and Owner
Nephron Pharmaceuticals Corporation

4500 12th Street Extension • West Columbia, SC 29172 • (800) 443-4313
www.nephronpharm.com



Norfolk Southern Corporation
 1200 Peachtree Street, NE
 12th Floor
 Atlanta, Georgia 30309
 404 529-1591
 404 653-3476 FAX
jtreiner@nscorp.com

Jason T. Reiner
 AVP
 Industrial Development

Charlton L. Whipple
 Director of Economic Development
 County of Lexington
 212 S. Lake Drive, Suite 502
 Lexington, SC 29072

March 7, 2014

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that Norfolk Southern fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Norfolk Southern is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

Jason



April 24, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that ONE VOICE LEXINGTON COUNTY (a community service organization comprised of past presidents of the five Chambers of Commerce in the County) fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Connector Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

ONE VOICE LEXINGTON COUNTY is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

J. Tom Ledbetter, Chair/One Voice Lexington County
Associate Vice President, The Enterprise Campus at Midlands Technical College



April 8, 2014

Kevin B. Marsh
Chairman, President & CEO

Johnny Jeffcoat
Chairman, Lexington County Council
212 S. Lake Drive
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Jeffcoat,

It is with sincere pleasure that I write to inform you that SCANA Corporation fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

SCANA Corporation is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Marsh", written over a light blue horizontal line.

Kevin B. Marsh
Chairman

2013-2014

Board Members

- Brian Dodge - Chair**
BRD Curbing
- Mike Flack - Past Chair**
Flack Media
- Nancy Huto - Chair-Elect**
Southern First Bank
- Marvin Robinson - Treasurer**
Wells Fargo Bank
- Kevin Adams**
First Community Bank
- Rep. Todd Atwater**
District 87
- Tod Augsburger**
Lexington Medical Center
- James Berry**
Comporium
- Will Cheatham**
First Community Bank
- Mike Crapps**
Good to Great Foundation
- Sen. Ronnie Cromer**
Senate District 18
- Dustin DeGoursey**
Lo-Z-Boy Furniture Galleries
- Dan Dennis**
Dennis Corporation
- Lori Duncan**
Lexington Woman Magazine
- Jim Fadell**
Consultants of Carolina
- Butch Hale**
US Foods
- Royce Lehman**
North Lake Construction, LLC
- Ted Stambolitis**
Town of Lexington
- Shelley Metropol**
Experienced Real Estate Group
- Mark Patterson**
Michell North America, Inc.
- Bob Peeler**
Waste Management, Inc.
- David Perry**
Nationwide Insurance
- Lee Pitcovich**
Event Management, LLC
- David Jordan**
Columbia Metropolitan Airport Commission
- Bill Banning**
Lexington County Council
- Wattie Wharton**
Russell & Jeffcoat Real Estate
- Andy White**
Soluda River Club
- Jane Willis**
Newberry College
- Dr. Karen Woodward**
Lexington County School District One

 Lexington Medical Center



GREATER LEXINGTON CHAMBER AND VISITORS CENTER

May 13, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is indeed a pleasure that I write to inform you that the Greater Lexington Chamber and Visitors Center fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The Project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This Project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this Project needs to be completed expeditiously. All of the proposed Project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport, benefitting the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

The Greater Lexington Chamber and Visitors Center is pleased to be involved in the development of the Midlands region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Sincerely,

T. Randall Halfacre
President/CEO



May 9, 2014

Ms. Teresa B. Wilson
 City Manager
 City of Columbia
 1737 Main Street
 Columbia, SC 29201

Dear Ms. Wilson,

The River Alliance strongly supports the United Midlands Multimodal Corridor Improvement Project. The Columbia region has an ever more active livable downtown; an increasing demand for safe and complete multimodal transportation; and an imperative to unlock the potential of the rivers both for our citizens and an ever-increasing number of visitors. The United Midlands Multimodal Corridor Improvement Project helps fill these needs.

The transportation and planning models of the mid-20th century continue to be proved invalid. Citizens are no longer supporting roads that move cars faster, and displace citizens from downtown to suburbs faster. The urban center is recognized as key. Our River Alliance planning laid out a strategic goal of urban residential infill and multimodal transportation linked to the rivers. Columbia's demand for urban infill housing continues. The old assumption of only 12 hour activity on Main Street is invalid. There is now 24 hour life on both sides of the river, and the potential to continue the Main Street success across Assembly and Huger Streets to the river. The United Midlands Multimodal Corridor Improvement Project does this. The Innovista Master Plan accomplishes the infill, the United Midlands Multimodal Corridor Improvement Project eliminates these Huger/ Assembly barriers. The Green Street component opens up closed street grid access, and offers a direct pathway to Riverfront development. It becomes a gateway to the Three Rivers Greenway, and ever expanding pedestrian bike system along the rivers. The Three Rivers Greenway, itself, is a project selected for recognition in the Secretary of Interiors Great Outdoors Project. The United Midlands Multimodal Corridor Improvement Project connects to this recognized asset.

Economic development has gone hand in hand with river access and urban infill. The increase in taxable value is tremendous. A key portion parallel to the river and Huger Street, is the William Street component. The improvements outlined in the United Midlands Multimodal Corridor Improvement

Project will unlock the development potential of this key mile on the Congaree River bluff as envisioned in our Strategic Plan for the River and the Innovista Plan. We predict an economic success.

With the return of active life in the downtown has come increased tourism and visitation. The Riverbanks Zoo, off I-126, gets one million visitors annually. The museum complex, (The South Carolina State Museum, EdVenture Children's Museum, The South Carolina Military Museum) collectively approaches half that. The Vista and Innovista, and Three Rivers Greenway are tourism destinations. The South Carolina Tourism Development Plan, and the South Carolina Midlands Region Tourism Development Plans recognize the collective tourism potential. Needed is the connection to the interstate grid and to the airport. The United Midlands Multimodal Corridor Improvement Project does this. This project needs to be completed. We predict continued regional success.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael T. Dawson". The signature is fluid and cursive, with a large initial "M" and "D".

Michael T. Dawson
CEO The River Alliance

MTD/mb



March 7, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that Time Warner Cable fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

Time Warner Cable is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,

A handwritten signature in black ink that reads "Dan E. Jones".

Dan E. Jones
VP, Government Relations-SC
Time Warner Cable

3347 Platt Springs Road
West Columbia, SC 29170

124 Creekside Rd.
W. Columbia, SC 29172



March 27, 2014

Charlton L. Whipple
Director of Economic Development
County of Lexington
212 S. Lake Drive, Suite 502
Lexington, SC 29072

Re: Completion of United Midlands Multimodal Corridor Improvement Project

Dear Mr. Whipple,

It is with sincere pleasure that I write to inform you that UPS fully supports the proposed completion of the United Midlands Multimodal Corridor Improvement Project. The project consisting of the Assembly Street and Huger Street, Greene Street and Williams Street, and Airport Connector Gateways will benefit the entire state, and particularly companies and residents in the Midlands region. This project will provide much needed relief to the current road system, increase safety and public benefits, as well as foster economic growth.

In order to maintain acceptable levels of service and safety we believe this project needs to be completed expeditiously. Our local facility and its employees will directly benefit from the completion of the Airport Connector Gateway. However, all of the proposed project improvements will significantly contribute to a greater quality of life for local residents and provide economic benefits for all local companies. The Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit the shipping and tourism industries statewide. The completion of the Assembly Street and Huger Street Gateway will create calmer traffic conditions by improving turn lanes, signals, intersection safety and relocation of overhead utilities. The completion of Greene Street and Williams Street Gateway will improve pedestrian safety and provide opportunities for continued growth by connecting neighborhoods to the currently inaccessible, riverfront park.

UPS is pleased to be involved in the development of the region. These projects are pivotal to the future of the Midlands and South Carolina as a whole. Please let us know if we can assist you in any way as we work together to provide a stronger foundation for South Carolina.

Respectfully,
UPS

A handwritten signature in black ink, appearing to read "Clarence Lanham".

Clarence Lanham
UPS Columbia Air Ramp Division Manager



May 16, 2014

Harris Pastides
President

Charlton L. Whipple
Director of Economic Development
County of Lexington
2212 S. Lake Drive, Suite 502
Lexington, SC 29072

Dear Mr. Whipple:

I am writing to express the University of South Carolina's support for the proposed completion of the United Midlands Multimodal Corridor Improvement Project. This project, which impacts the following streets: Assembly, Huger, Green and Williams, and the Airport Connector Gateways, will be beneficial to the entire state—particularly companies and residents in the Midlands. This project will, undoubtedly, provide needed relief to the current road system, increase safety and public benefits while having a positive impact on economic growth.

We believe this project needs to be completed expeditiously as it will directly benefit both service and safety for not only the university and its students and employees but also for our surrounding communities. It's my understanding that it will positively impact traffic conditions as turning lanes, signals, intersections are improved and overhead utilities are relocated. From an economic standpoint, the Airport Connector Gateway will provide express access from Interstate 26 to the Columbia Metropolitan Airport which will benefit shipping and tourism industries throughout the state.

The University of South Carolina is pleased to be involved in the development of this region. These projects are pivotal to South Carolina. We look forward to our continued relationship as we work together to provide a stronger infrastructure for South Carolina.

Sincerely,

A handwritten signature in blue ink that reads "H. Pastides".

Harris Pastides

APPENDIX 4

Place holder for additional resolution pages.

APPENDIX 5

Place holder for Airport Connector Phase II Environmental Assessment.

APPENDIX 6

Place holder for Assembly Street Categorical Exclusion

APPENDIX 7

APPENDIX 7

Airport Connector Phase II

	Total	Jan-15	Apr-15	Jul-15	Oct-15	Jan-16	Apr-16	Jul-16	Oct-16	Jan-17	Apr-17
		Q1 and Earlier	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10
Design Engineering	\$ 5,500,000	\$ 5,350,000	\$ 150,000								
Right-of-Way Acquisition	\$ 7,000,000	\$ 6,500,000	\$ 500,000								
Road Construction	\$ 55,082,000				\$ 2,754,100	\$ 5,508,200	\$ 11,016,400	\$ 11,016,400	\$ 11,016,400	\$ 8,262,300	\$ 5,508,200
Bridge Construction	\$ 18,367,000		\$ 918,350	\$ 1,836,700	\$ 1,836,700	\$ 3,673,400	\$ 3,673,400	\$ 3,673,400	\$ 1,836,700	\$ 918,350	
Railroad Relocation	\$ 2,496,000		\$ 499,200	\$ 249,600	\$ 374,400	\$ 374,400	\$ 374,400	\$ 249,600	\$ 249,600	\$ 124,800	
Utilities	\$ 5,197,000	\$ 3,098,500	\$ 2,098,500								
CEI/CM (7%)	\$ 5,678,000		\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889	\$ 630,889
Sub-Total	\$ 99,320,000	\$ 14,948,500	\$ 4,796,939	\$ 2,717,189	\$ 5,596,089	\$ 10,186,889	\$ 15,695,089	\$ 15,570,289	\$ 13,733,589	\$ 9,936,339	\$ 6,139,089
Construction Contingency (10%)	\$ 8,114,200		\$ 386,033	\$ 243,058	\$ 530,948	\$ 990,028	\$ 1,540,848	\$ 1,528,368	\$ 1,344,698	\$ 964,973	\$ 585,248
Administration (5%)	\$ 4,966,000	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600	\$ 496,600
Total (Airport Connector Phase II)	\$ 112,400,200	\$ 15,445,100	\$ 5,679,572	\$ 3,456,847	\$ 6,623,637	\$ 11,673,517	\$ 17,732,537	\$ 17,595,257	\$ 15,574,887	\$ 11,897,912	\$ 7,220,937

Assembly Street

	Total	Jan-15	Apr-15	Jul-15	Oct-15	Jan-16	Apr-16	Jul-16	Oct-16	Jan-17	Apr-17	Jul-17	Oct-17	Jan-18	Apr-18
		Q1 and Earlier	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	Q10	Q11	Q12	Q13	Q14
Design Engineering	\$ 2,335,000					\$ 583,750	\$ 583,750			\$ 583,750	\$ 583,750				
Right-of-Way Acquisition	\$ -														
Street Improvements	\$ 14,570,000							\$ 728,500	\$ 1,457,000	\$ 2,185,500	\$ 2,185,500	\$ 2,185,500	\$ 2,185,500	\$ 2,185,500	\$ 1,457,000
Storm Drainage Repairs	\$ 3,125,000							\$ 625,000	\$ 468,750	\$ 468,750	\$ 625,000	\$ 468,750	\$ 468,750	\$ 468,750	\$ 468,750
Streetscaping	\$ 4,125,000									\$ 412,500	\$ 1,650,000			\$ 412,500	\$ 1,650,000
Railroad Improvements (includes design)	\$ 63,000,000	\$ 1,260,000	\$ 1,260,000	\$ 1,260,000	\$ 1,260,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000	\$ 7,245,000		
Utilities	\$ 31,250,000							\$ 9,375,000	\$ 6,250,000			\$ 9,375,000	\$ 6,250,000		
CEI/CM (7%)	\$ 8,935,000					\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500	\$ 893,500
Sub-Total	\$ 127,940,000	\$ 1,260,000	\$ 1,260,000	\$ 1,260,000	\$ 1,260,000	\$ 8,722,250	\$ 8,722,250	\$ 18,867,000	\$ 16,314,250	\$ 11,789,000	\$ 12,557,750	\$ 20,324,000	\$ 17,042,750	\$ 3,960,250	\$ 4,000,500
Construction Contingency (10%)	\$ 11,607,000					\$ 774,900	\$ 774,900	\$ 1,847,750	\$ 1,592,475	\$ 1,081,575	\$ 1,158,450	\$ 1,993,450	\$ 1,665,325	\$ 357,075	\$ 361,100
Administration (5%)	\$ 6,367,000	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786	\$ 454,786
Total (Assembly St)	\$ 145,514,000	\$ 1,714,786	\$ 1,714,786	\$ 1,714,786	\$ 1,714,786	\$ 9,951,936	\$ 9,951,936	\$ 21,163,536	\$ 18,361,511	\$ 13,325,361	\$ 14,170,986	\$ 22,772,236	\$ 19,162,861	\$ 4,772,111	\$ 4,816,386

Huger Street

	Total	Apr-18 Q14	Jul-18 Q15	Oct-18 Q16	Jan-19 Q17	Apr-19 Q18	Jul-19 Q19	Oct-19 Q20	Jan-20 Q21
Design Engineering	\$ 1,454,200	\$ 363,550	\$ 363,550	\$ 363,550	\$ 363,550				
Right-of-Way Acquisition	\$ -								
Street Improvements	\$ 11,210,000			\$ 1,681,500	\$ 2,242,000	\$ 1,681,500	\$ 1,681,500	\$ 2,242,000	\$ 1,681,500
Storm Drainage Repairs	\$ 2,500,000			\$ 375,000	\$ 500,000	\$ 375,000	\$ 375,000	\$ 500,000	\$ 375,000
Streetscaping	\$ 3,145,000				\$ 314,500	\$ 1,258,000		\$ 314,500	\$ 1,258,000
Railroad Bridge (includes design)	\$ -								
Utilities	\$ 19,500,000			\$ 5,850,000	\$ 3,900,000		\$ 5,850,000	\$ 3,900,000	
CEI/CM (7%)	\$ 2,800,000			\$ 466,667	\$ 466,667	\$ 466,667	\$ 466,667	\$ 466,667	\$ 466,667
Sub-Total	\$ 40,609,200	\$ 363,550	\$ 363,550	\$ 8,736,717	\$ 7,786,717	\$ 3,781,167	\$ 8,373,167	\$ 7,423,167	\$ 3,781,167
Construction Contingency (10%)	\$ 3,635,500			\$ 790,650	\$ 695,650	\$ 331,450	\$ 790,650	\$ 695,650	\$ 331,450
Administration (5%)	\$ 2,030,460	\$ 253,808	\$ 253,808	\$ 253,808	\$ 253,808	\$ 253,808	\$ 253,808	\$ 253,808	\$ 253,808
Total (Huger St)	\$ 46,275,160	\$ 617,358	\$ 617,358	\$ 9,781,174	\$ 8,736,174	\$ 4,366,424	\$ 9,417,624	\$ 8,372,624	\$ 4,366,424

Greene Street

	Total	Jan-15 Q1 and Earlier	Apr-15 Q2	Jul-15 Q3	Oct-15 Q4	Jan-16 Q5	Apr-16 Q6	Jul-16 Q7	Oct-16 Q8	Jan-17 Q9
Design Engineering	\$ 770,000	\$ 693,000	\$ 77,000							
Right-of-Way Acquisition	\$ 500,000	\$ 100,000	\$ 400,000							
Street Improvements	\$ 4,662,400					\$ 1,864,960	\$ 1,864,960	\$ 932,480		
Storm Drainage Repairs	\$ 1,000,000					\$ 150,000	\$ 600,000	\$ 250,000		
Streetscaping	\$ 1,320,000						\$ 792,000	\$ 528,000		
Railroad Bridge (includes design)	\$ 11,400,000	\$ 342,000	\$ 342,000	\$ 342,000	\$ 2,593,500	\$ 2,593,500	\$ 2,593,500	\$ 2,593,500		
Utilities	\$ 10,000,000		\$ 6,000,000	\$ 3,000,000	\$ 1,000,000					
CEI/CM (7%)	\$ 2,225,000				\$ 370,833	\$ 370,833	\$ 370,833	\$ 370,833	\$ 370,833	\$ 370,833
Sub-Total	\$ 31,877,400	\$ 1,135,000	\$ 6,819,000	\$ 3,342,000	\$ 3,964,333	\$ 4,979,293	\$ 6,221,293	\$ 4,674,813	\$ 370,833	\$ 370,833
Construction Contingency (10%)	\$ 2,888,200		\$ 625,427	\$ 325,427	\$ 384,777	\$ 486,273	\$ 610,473	\$ 455,825		
Administration (5%)	\$ 1,593,870	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097	\$ 177,097
Total (Greene St)	\$ 36,359,470	\$ 1,312,097	\$ 7,621,523	\$ 3,844,523	\$ 4,526,207	\$ 5,642,663	\$ 7,008,863	\$ 5,307,735	\$ 547,930	\$ 547,930

Williams Street

	Total	Jul-19 Q19	Oct-19 Q20	Jan-20 Q21	Apr-20 Q22	Jul-20 Q23	Oct-20 Q24
Design Engineering	\$ 750,000	\$ 562,500	\$ 112,500	\$ 75,000			
Right-of-Way Acquisition	\$ -						
Road Construction	\$ 3,166,000				\$ 633,200	\$ 1,266,400	\$ 1,266,400
Culvert Extension	\$ 450,000				\$ 202,500	\$ 202,500	\$ 45,000
Overhead Utilities Relocation	\$ 7,500,000				\$ 4,500,000	\$ 3,000,000	
Gas Line Relocation	\$ 2,500,000				\$ 1,250,000	\$ 750,000	\$ 500,000
CEI/CM (7%)	\$ 953,100				\$ 317,700	\$ 317,700	\$ 317,700
Sub-Total	\$ 15,319,100	\$ 562,500	\$ 112,500	\$ 75,000	\$ 6,903,400	\$ 5,536,600	\$ 2,129,100
Contingency (10%)	\$ 1,531,900				\$ 715,337	\$ 578,657	\$ 237,907
Administration (5%)	\$ 765,955	\$ 127,689	\$ 127,689	\$ 127,689	\$ 127,689	\$ 127,689	\$ 127,689
Total (Williams St)	\$ 17,616,955	\$ 690,189	\$ 240,189	\$ 202,689	\$ 7,746,426	\$ 6,242,946	\$ 2,494,696

Joint Resolution of the City of Columbia, the Columbia Metropolitan Airport, Lexington County, Richland County, the Central Midlands Council of Governments and the University of South Carolina Supporting and Endorsing the United Midlands Multimodal Corridor Improvement Project

WHEREAS, the United Midlands is composed of the City of Columbia, the Columbia Metropolitan Airport, Lexington County and Richland County in partnership with the Central Midlands Council of Governments and the University of South Carolina; and,

WHEREAS, this historic and unprecedented collaboration has been established to address issues that are adversely impacting the Midlands' transportation network through the United Midlands Multimodal Corridor Improvement Project; and,

WHEREAS, the gateways at Assembly Street and Huger Street, Greene Street and Williams Streets, and the Airport Connector Phase II are very important to the Midlands for future economic development; and,

WHEREAS, completion of this project will bring thousands of jobs to the Midlands by bringing more companies and industries to our community and making areas of the city more accessible; and,

WHEREAS, the South Carolina Department of Transportation has placed substantial portions of this project as a priority in the Statewide Transportation Improvement Program (STIP) as testament to its statewide significance; and,

WHEREAS, the United States Department of Transportation has designated the Airport Connector as a *National Highway System Intermodal Connector*; and,

WHEREAS, portions of this project are ready to build, with planning, engineering, right-of-way acquisition, environmental clearance and permitting complete; and,

WHEREAS, completion of the three gateways will improve the regional transportation system by providing a direct controlled-access highway link to the Airport, and relieving congestion on existing roadways; NOW, THEREFORE,

BE IT RESOLVED by the City of Columbia, Lexington County, and Richland County by and through their respective governing bodies as evidenced by their enacted resolutions, executed copies of which are attached hereto and incorporated herein by reference, that the City of Columbia, Lexington County, and Richland County, in conjunction with the Columbia Metropolitan Airport, the Central Midlands Council of Governments, and the University of South Carolina support and endorse the completion of the United Midlands Multimodal Corridor Improvement Project and encourage the South Carolina Department of Transportation to secure full funding for this vital transportation and economic development project.

CITY OF COLUMBIA RESOLUTION NO.: R-2014-043

Supporting and Endorsing the United Midlands Multimodal Corridor Improvement Project

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of _____, 2014 that the City of Columbia supports and endorses the completion of the United Midlands Multimodal Corridor Improvement Project and encourages the South Carolina Department of Transportation to secure full funding for this vital transportation and economic development project.

Requested by:

City Engineer _____

Approved by:

City Manager _____

Approved as to form:

City Attorney _____

Introduced:

Final Reading:

Mayor _____

ATTEST:

City Clerk _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION SUPPORTING AND ENDORSING THE UNITED MIDLANDS
MULTIMODAL CORRIDOR IMPROVEMENT PROJECT**

BE IT RESOLVED that the Richland County Council does hereby declare its support and endorsement of the completion of the United Midlands Multimodal Corridor Improvement Project and encourages the South Carolina Department of Transportation to secure full funding for this vital transportation and economic development project.

ADOPTED this ___ day of _____, 2014 by the Richland County Council.

**Norman Jackson, Chair
Richland County Council**

ATTEST this ___ day of _____, 2014

**Michelle Onley
Interim Clerk of Council**

NOW, THEREFORE BE IT RESOLVED, that the Lexington County Council of the County of Lexington, South Carolina this ____ day of _____, 2014 supports and endorses the completion of the **United Midlands Multimodal Corridor Improvement Project** and encourages the South Carolina Department of Transportation to secure funding for this vital transportation and economic development project.

Johnny W. Jeffcoat
Chairman, Lexington County Council

Joseph G. Mergo, III
Administrator
Lexington County

ATTEST:

Diana W. Burnett
Clerk

Richland County Council Request of Action

Subject

- a. Airport Subleasing Contract [ACTION] [**PAGES 266-267**]



◆ 1400 Jim Hamilton Blvd ◆ Columbia, South Carolina 29205 ◆ 803.767.1789 ◆

Date: May 16, 2014

From: Christopher S. Eversmann, PE, AAE, Airport Director

To: Sparty Hammett, Assistant County Administrator

Subj: Sublease Authorization

Sparty,

At their meeting on Monday, May 12, 2014, the Richland County Airport Commission voted to recommend to Richland County Council to authorize our Fixed Base Operator (FBO), Eagle Aviation, to sublease the aircraft maintenance hangar at the airport to Aircraft Maintenance Services, currently of Camden, South Carolina for the purpose of conducting an aircraft maintenance Special Aviation Services Operation (SASO). The following items are provided regarding our existing agreements:

- ➔ Article VII (“Assignment”) of our “Agency Agreement” permits sublease with the “prior written consent of the Owner, which consent shall not be withheld unreasonably.”
- ➔ Article X (“Assignment”) of our “Lease Agreement” permits sublease with the “prior written consent of the Owner, which consent shall not be withheld unreasonably.”
- ➔ There appears to be no prohibition contained in either of these documents or our “FBO Agreement” to our authorizing such a sublease. Since this is a sublease originating from an existing agreement, FAA notice or concurrence is not required.

The aircraft maintenance hangar has only seen a small level of activity over the past year. Granting this authorization will establish at the airport an active aircraft maintenance activity which will bring additional airport traffic, fuel sales, and permanent airport-based jobs. Per our existing agreement with Eagle Aviation, Richland County will realize 2% of the revenue from the sub-lease payments.

Thank you for your assistance.

Very Respectfully,

Christopher S. Eversmann, PE, AAE
Airport Director

c: Mr Don Purcell, Airport Commission Chairman

Richland County Council Request of Action

Subject

REPORT OF HOSPITALITY TAX FEASIBILITY STUDY COMMITTEE:

- a. Project "LM" [Executive Session]
- b. Destination Facility Financing Options
- c. Committee Recommendation to Council

Richland County Council Request of Action

Subject

a. Based on Council concerns regarding the long term stability of Richland County's employee health insurance program, the Council Chair is asked to appoint an Ad Hoc Health Insurance Study Committee to meet with staff to review existing employee health care policies and explore potential alternatives to providing health care to Richland County employees and their families. The target date for completion of the Committee's work and generation of recommendations would be at a yet to be determined date in early 2015 sufficient for the inclusion of their report in the FY 2015-2016 budget deliberations **[PEARCE]**

b. I move that the Special Called Meeting -2nd Reading of Budget and Millage Ordinance [Grants Only] scheduled for Thursday, May 29, 2014 be re-scheduled to Wednesday, May 28, 2014 for the same time of day. Rationale - ETV, in collaboration with 7 newspapers across the state have scheduled a debate for U.S. Senate (the unexpired term of former U.S. Sen. Jim DeMint), Democratic candidates, May 29, 7:30 p.m. Out of respect for our colleague who is running for this seat and will need to take part in this event that was out of her control in scheduling, I think it only right and proper that Council make such a change that is in our control **[MANNING]**

Richland County Council Request of Action

Subject

Must Pertain to Items Not on the Agenda