

Regular Session March 15, 2016 - 6:00 PM Council Chambers

Call to Order

1 The Honorable Torrey Rush

Invocation

2 The Honorable Greg Pearce

Pledge of Allegiance

3 The Honorable Greg Pearce

Presentation of Resolutions/Proclamations

- a. A Resolution honoring The Honorable Chief Justice Jean Hoefer Toal for her dedicated service to the State of South Carolina [MANNING, JACKSON, LIVINGSTON, ROSE, PEARCE, and DICKERSON]
 - b. Proclamation recognizing Coach Ronnie Robinson [RUSH]
 - c. End Racism Day Proclamation
 - d. Purchasing Professionals Month Proclamation [RUSH]

Approval of Minutes

5 Regular Session: March 1, 2016 [PAGES 7-22]

Adoption of Agenda

6



Report of the Attorney for Executive Session Items

- 7 a. Department of Revenue Update
 - b. North Main Street Widening Project: Right of Way Acquisition

Citizen's Input

8 For Items on the Agenda Not Requiring a Public Hearing

Report of the County Administrator

Report of the Clerk of Council

2nd Annual Distinguished Women's Luncheon, March 24th, 11:30 a.m. - 2:30 p.m., 4th Floor Conference Room

Report of the Chair

Approval of Consent Items

10 15-47MA

Keith Moore

GC to LI (2.58 Acres)

Leesburg Road and Pepper Street

16407-08-04 & 09 [THIRD READING] [PAGES 23-24]

11 15-49MA

David Powlen

PDD to PDD (amended PDD) (8.11 Acres)

Hardscrabble Rd. & Summit Parkway

20300-03-12 [THIRD READING] [PAGES 25-35]

12 16-04MA

Chuck Munn

RU to RS-LD (41.44 Acres)

Longtown Rd. & Rimer Pond Rd.

20500-04-01 [THIRD READING] [PAGES 36-37]

Third Reading Items



- 13 15-35MA Cynthia Weatherford RS-HD to LI (1.27 Acres) 2610 Harlem St. 16204-08-01 [PAGES 38-39]
- 14 16-03MA D. R. Horton-Crown, LLC RU to RS-MD (25.34 Acres) Hollingshed Rd. & Kennerly Rd. 05200-01-13 & 18 [PAGES 40-41]
- An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-172, Density and Dimensional Standards; Subsection (B), Required Setbacks; Allowable Encroachment into Required Setbacks; Paragraph (5), Projections into Required Yards; Subparagraph C., Screening and Retaining Walls and Fences; so as to allow fences and walls not over seven (7) feet in height in side and rear yards [PAGES 42-44]

Second Reading Items

- An Ordinance Amedning the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate \$10,000.00 of General Fund Unassigned Balance to be used for expenses generated for the 2016 Army Ball and the Official 100th Anniversary Kick-Off Event [PAGES 45-50]
- An Ordinance Amending the Fiscal Year 2015-2016 General Fund Annual Budget to appropriate General Fund Balance to be used for Board of Voter Registration & Elections Department operation, equipment and staffing [PAGES 51-114]

Report of Administration & Finance Committee

Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center [PAGES 115-135]

Report of the Economic Development Committee

A Second Supplemental Ordinance providing for the issuance and sale of Richland County, South Carolina, Hospitality Tax Revenue Bonds, Taxable Series 2015, or such other appropriate series designation, in the principal



amount of not exceeding \$13,500,000; delegating authority to the County Administrator to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto [FIRST READING BY TITLE ONLY] [PAGES 136-137]

Report of Rules & Appointments Committee

- 20 Items for Action from Rules and Appointments Committee:
 - a. Terms of Service [PAGE 139]
 - b. Determine if an act that amended Section 27-2-105, code of laws of South Carolina, 1976, approved in June 2014, is a violation of Home Rule.

Background: The above amended bill gives the state the authority to change county boundaries with no input from the county/counties being affected. This could have a tremendous financial impact on a county by the transfer of millions of dollars of property from one county to another or even changing a county line to put property in a neighboring county to assist with economic incentives for a new business.

I also question why the Richland County Lobbyist did not make Richland County aware of this bill as it proceeded at the state level?

Currently the Richland County/Lexington County line is being looked into for change and neither county has requested this change or disputed the lines. (See 10-4-15 Tim Flach article in The State for some details). [MALINOWSKI] [PAGES 140-144]

- c. Membership Requirements for Business Service Center Appeals Board [PAGES 145-148]
- d. Add to Council Rules All Regular and Special Called Council meetings will be broadcast

Report of the Transportation Ad Hoc Committee

- a. Bluff Road Widening Phase I: Supplemental IGA with SCDOT [PAGES 150-159]
 - b. North Main Street Widening Project



- 1. Four Party Railroad Agreement [PAGES 160-184]
- 2. Supplemental IGA with SCDOT [PAGES 185-192]
- 3. IGA with City of Columbia [PAGES 193-201]
- 4. Right of Way Acquisition [EXECUTIVE SESSION]
- c. County Transportation Improvement Program (CTIP) [PAGES 202-227]
- d. FY 2016 TIGER Discretionary Grant Program: Potential Candidates [PAGES 228-238]

Report of the Blue Ribbon Advisory Committee

- a. A Resolution requesting the State of South Carolina to apprpriate funding to Richland County in an amount that is commensurate with the level of damage Richland County incurred as a result of the 2015 Historic Flood Event [PAGES 239-240]
 - b. Blue Ribbon Recommendations from March 10th Meeting [PAGES 241-305]

Citizen's Input

23 Must Pertain to Items Not on the Agenda

Executive Session

Motion Period

Adjournment





Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

RICHLAND COUNTY COUNCIL SOUTH CAROLINA

REGULAR SESSION MEETING

March 1, 2016 6:00 PM County Council Chambers

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

Administration Building

CALL TO ORDER

Mr. Rush called the meeting to order at approximately 6:03 PM

INVOCATION

The Invocation was led by the Honorable Norman Jackson

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Honorable Norman Jackson

APPROVAL OF MINUTES

- **a. Regular Session: February 16, 2016** Ms. Dickerson moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.
- **b. Zoning Public Hearing: February 23, 2016** Mr. Pearce moved, seconded by Ms. Dixon, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Ms. Dickerson moved, seconded by Mr. Pearce, to adopt the agenda as published.

Mr. Malinowski requested to add the appointment to the Lexington Richland Alcohol and Drug Abuse Council under the Report of the Rules and Appointments Committee.

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

REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION

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

- a. Department of Revenue Update
- b. Dawson's Pond



Committee Members Present

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

Others Present:

Tony McDonald Warren Harley Monique McDaniels Kimberly Roberts **Daniel Driggers** Kevin Bronson Larry Smith Brandon Madden Rob Perry Quinton Epps Geo Price **Brad Farrar Dwight Hanna** Ismail Ozbek Donny Phipps Chad Fosnight Tracy Hegler Jeff Ruble Michelle Onlev Chris Gossett Charlie Fisher Kecia Lara John Hixon Chanda Cooper Lillian McBride Ashley Powell

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- c. Employee Grievance
- d. Personnel Matter

CITIZENS' INPUT (For Items on the Agenda Not Requiring a Public Hearing)

Ms. Margaret Sumpter spoke regarding Item # 39 – "An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$4,500,000 of Hospitality Fund Balance to provide funding for Phase II of Pinewood Lake Project".

Ms. Janet Jordan spoke regarding the Transportation Penny Tax issue.

Mr. Vince Osborne, Ms. Rachel Larratt, Ms. Sabrina Todd, and Ms. Patrice Gibson spoke regarding the Blue Ribbon Advisory Committee recommendations.

Ms. Wendy Brawley spoke regarding Item # 32 - "Board of Voter Registration & Elections Budget Amendment".

REPORT OF THE COUNTY ADMINISTRATOR

- **a. Employee Grievance (1)** This item was taken up in Executive Session.
- b. 2015 Outstanding Conservation District Award/Richland Soil and Water Conservation District Ms.
 Dixon recognized the Richland Soil and Water Conservation District on being named SC Outstanding
 Conservation District by the SC Association of Conservation Districts.
- c. <u>2015 South Carolina Conservation Contest Winners</u> Mr. Manning presented an award to the 2015 SC Conservation poster contest winner from Council District Eight.
- **d.** Flood Update: CDBG-DR Funding Plan Mr. McDonald stated Richland County received \$23.5 million through HUD funding for flood recovery.
- e. Introduction of New Employee Mr. Harley introduced to Council the new Utilities Director, Shahid Khan.

POINT OF PERSONAL PRIVILEGE – Mr. Rush thanked staff for their hard work to secure the CDBG-DR funding.

REPORT OF THE CLERK OF COUNCIL

a. <u>Richland County Legislative Reception, March 2nd, 5:30-7:30 p.m., Columbia Metropolitan Convention Center</u> – Ms. McDaniels reminded Council of the upcoming Richland County Legislative Reception on March 2nd at Columbia Metropolitan Convention Center.

REPORT OF THE CHAIR

a. Personnel Matter – This item was taken up in Executive Session.

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OPEN/CLOSE PUBLIC HEARINGS

- An Ordinance Authorizing Quit Claim Deeds to Shelby King and William Short for parcels of land located in Richland County; known as the Olympia Alleyways, and abutting TMS # 11203-12-17 and 11203-12-13 No one signed up to speak.
- An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for homeowners, contractors, and "Volunteer Organization Active in Disaster" (VOAD's), and allowing for the temporary waiver of business license fees for contractors and "Volunteer Organization Active in Disaster" (VOAD's) No one signed up to speak.
- An Ordinance Authorizing the First Amendment of that certain Inducement and Millage Rate Agreement and Lease Agreement by and between Richland County, South Carolina and Koyo Bearings North America, LLC (f/k/a Koyo Bearings, USA, LLC), relating to, without limitation, the extension of the term of the project No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- An Ordinance Authorizing Quit Claim Deeds to Shelby King and William Short for parcels of land located in Richland County, known as the Olympia Alleyways, and abutting TMS # 11203-12-17 and 11203-12-13 [THIRD READING]
- 15-47MA, Keith Moore, GC to LI (2.58 Acres), Leesburg Road and Pepper Street, 16407-08-04 & 09 [SECOND READING]
- 15-49MA, David Powlen, PDD to PDD (amended PDD) (8.11 Acres), Hardscrabble Rd. & Summit Parkway, 05200-03-12 [SECOND READING]
- 16-04MA, Chuck Munn, RU to RS-LD (41.44 Acres), Longtown Rd. & Rimer Pond Rd., 20500-04-01 [SECOND READING]
- Department of Public Works: 2015 Flood Engineering Services Project
- Depart of Public Works: 2015 Flood Repairs Project
- Department of Public Works: ADA Ramp Improvements Project
- Building Inspections Authorization to Increase Purchase Orders over \$100,000
- Approval of the updated Richland County Neighborhood Improvement Program Five-Year Project Plan
- Request to Rename the Jury Assembly Room of the Richland County Judicial Center
- Professional Services/Airport Work Authorization 6, Amendment 1
- Purchase of Property Insurance; Property Insurance Broker One Year Renewal

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Renewal of the Liability Claims Administrator

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

THIRD READING

<u>15-35MA, Cynthia Weatherford, RS-HD to LI (1.27 Acres), 2610 Harlem St., 16204-08-01</u> – Mr. Malinowski moved, seconded by Mr. Jackson, to defer this item. The vote in favor was unanimous.

An Ordinance Authorizing the First Amendment of that certain Inducement and Millage Rate Agreement and Lease Agreement by and between Richland County, South Carolina and Koyo Bearings North

America, LLC (f/k/a Koyo Bearings, USA, LLC), relating to, without limitation, the extension of the term of the project – Mr. Livingston moved, seconded by Ms. Dickerson, to approve this item.

<u>FOR</u>	<u>AGAINST</u>
_	

Rose

Malinowski

Dixon

Iackson

Pearce

Rush

Livingston

Dickerson

Manning

Jeter

The vote in favor was unanimous.

An Ordinance allowing for the temporary waiver of building permit fees and plan review fees for homeowners, contractors, and "Volunteer Organizations Active in Disaster" (VOAD's), and allowing for the temporary waiver of business license fees for contractors and "Volunteer Organizations Active in Disaster" (VOAD's) – Mr. Pearce moved, seconded by Ms. Dickerson, to approve this item.

Mr. Pearce stated in response to those individuals that spoke regarding the flood event, this ordinance should expedite the recovery process.

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FOR AGAINST

Rose

Malinowski

Dixon

Iackson

Pearce

Rush

Livingston

Dickerson

Manning

Jeter

The vote in favor was unanimous.

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

SECOND READING

<u>16-03MA, D. R. Horton-Crown, LL,C, RU to RS-MD (25.34 Acres), Hollingshed Rd. & Kennerly Rd., 05200-</u> <u>01-13 & 18</u> – Mr. Malinowski moved, seconded by Mr. Manning, to approve this item. The vote was in favor.

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development;
Article VII, General Development, Site and Performance Standards; Section 26-172, Density and
Dimensional Standards; Subsection (B), Required Setbacks; Paragraph (5), Projections into Required
Yards; Subparagraph C., Screening and Retaining Walls and Fences; so as to allow fences and walls not
over seven (7) feet in height in side and rear yards – Mr. Malinowski moved, seconded by Ms. Dixon, to
approve this item.

FOR AGAINST

Rose

Malinowski

Dixon

Jackson

Pearce

Rush

Livingston

Dickerson

Manning

Ieter

The vote in favor was unanimous.

FIRST READING

A Second Supplemental Ordinance providing for the issuance and sale of Richland County, South Carolina, Hospitality Tax Revenue Bonds, Taxable Series 2015, or such other appropriate series

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designation, in the principal amount of not exceeding \$13,500,000; delegating authority to the County Administrator to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto [BY TITLE ONLY] – This item was held in the Economic Development Committee.

REPORT OF ADMINISTRATION AND FINANCE COMMITTEE

<u>Approve the Dock Donation From EZ Dock, Inc. For Use at the Richland County Rowing Center</u> – Mr. McDonald requested this item be deferred until the hold harmless agreement is completed by the Legal Department.

Mr. Manning moved, seconded by Ms. Dickerson, to defer this item until the March 15^{th} Council meeting. The vote in favor was unanimous.

<u>Sponsorship Request: 2016 Army Ball and the Official 100th Anniversary Kick-Off event [DENIAL]</u> – Mr. Pearce was forward from committee with a recommendation for denial. The denial was based upon the fact there is no funds left in the Hospitality Tax account.

Mr. Pearce stated he strongly supports the County's participation in the Kick-Off event for Fort Jackson's 100^{th} Anniversary.

Mr. Pearce moved, seconded by Mr. Malinowski, to approve \$5,000 from the Community account during the budget process.

Mr. Manning made a substitute motion, seconded by Mr. Livingston, to approve \$5,000 from the General Fund.

Ms. Dickerson made a second substitute motion, seconded by Ms. Dixon, to approve \$10,000 from the General Fund.

Mr. Malinowski inquired if the request was for \$5,000 from the City of Columbia and \$5,000 from the County or \$10,000 from each entity.

A response to Mr. Malinowski's inquiry will be provided before Third Reading of the budget amendment.

Mr. Pearce withdrew his motion.

The vote in favor was unanimous for the second substitute motion for \$10,000 from the General Fund.

<u>Board of Voter Registration & Elections Budget Amendment</u> – Mr. Pearce stated this item was forwarded to Council without a recommendation. The County Administrator has sent Council additional information requested by the committee.

Mr. McDonald stated he has had further discussion with Voter Registration and Elections staff regarding their request. Mr. Selph has indicated he does not expect to receive as much in reimbursements as he had anticipated; therefore, he does not feel the amount of reimbursements will make the department whole. The department is requesting \$400,000 plus reimbursements to equal approximately \$1.2 million.

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Mr. Jeter inquired if entering into a contractual relationship with the municipalities had been explored and if not to research that alternative for the future.

Mr. McDonald stated another question that has been raised is if all of the costs of the elections are being charged to the municipalities.

Mr. Jeter pointed out the purchase of Motherboard Batteries, Phones, Printers, Repairing Voting Machines, Purchasing Related Equipment, and Maintenance and License fees are not recurring expenditures.

Mr. Jeter inquired if the Election Machine Technician funding is a part of the request.

Mr. McDonald stated he believes the intent is to request funding for the position in the future.

Mr. Malinowski requested more detailed information related to the purchase of the equipment, batteries, phones, etc.

Mr. Malinowski inquired about Greenville and Charleston's budget

Mr. McDonald stated Greenville is budgeted at \$2 million for a 2-year budget period and Charleston's budget is approximately \$1.9 million per year.

Ms. Dickerson stated she supports Voter Registration having the equipment, personnel, etc. to run the office efficiently, but she would like to see a spreadsheet showing how and where the figures came from in the agenda packet.

Mr. Selph stated the budget amendment will be reduced to \$400,000.

Mr. Selph further stated the department was given \$160,481 to run the City of Columbia, the two Presidential Preference and the upcoming June primary elections.

Richland County has 265,000 voters; Greenville County has approximately 290,000 voters and Charleston County has a few less voters than Richland County.

Mr. Livingston moved, seconded by Mr. Jeter, to approve the Administrator's recommendation to utilize the reimbursements and to give first reading to a budget amendment in the amount of \$106,739.00. Prior to second reading Mr. Livingston would like to receive more detailed information.

Mr. Livingston stated the Administrator mentioned a budget amendment in the amount of \$400,000, but was not sure what that amount was referring to.

Mr. McDonald stated the \$400,000 is the number that is the approximate difference between \$1.2 million request and the estimated reimbursement of \$750,000 - \$800,000.

Mr. Jackson inquired if the Elections Department is submitting a partial or full budget request every year.

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Mr. McDonald stated the Elections department, as well as other departments, traditionally request more funding than they receive. The \$1.2 million funding foundation is the amount calculated when the Voter Registration and Elections departments merged and the formula was to be set based upon an average of Greenville and Charleston for a 2-year period.

Mr. Jackson expressed concern that Elections is the only department that comes back to Council for budget amendments annually.

Mr. Rush stated at the committee meeting a request was make to see a comparison of Greenville County and Charleston County's budgets. He further requested clarification if the \$2 million for Greenville County is an annual appropriation or for 2-years.

Mr. McDonald stated it is his understanding that the \$2 million is for a 2-year period.

Mr. Rush inquired about the amount of legal fees for the Elections department.

Mr. McDonald stated the legal fees are not a part of this request.

Mr. Pearce stated he takes issue with the fact that there are other departments that come back for budget amendments besides the Elections Department. He further stated you cannot adequately compare Greenville and Charleston with Richland County unless you look at their revenue base.

Mr. Pearce expressed his concern with funding capital costs at this point in the year.

Mr. Selph and Mr. McDonald discussed charging the municipalities for the Elections employees.

Mr. Selph stated because Greenville County has a larger tax base and Charleston County is a richer county does not negate the fact that Richland County has to run elections for 265,000 registered voters. The Elections Department has to be prepared for when elections take place.

Mr. Pearce stated he does not debate the fact the elections have to be run, but where to find the money to support this request.

Mr. Malinowski stated funding the department is one thing and how the funds are handled by the department is another.

Mr. Jeter stated approving Mr. Livingston's motion would equate to approving \$122,687 out of the General Fund.

Mr. Selph stated the figures for the reimbursements may have changed. The State Election Commission has a formula for reimbursing the County Elections Department and Mr. Selph is not aware of how much that is.

Mr. McDonald stated if Council agrees to the reimbursement, there will still be a need for a budget amendment. The budget amendment will not take funds from fund balance, but simply appropriate what the expected reimbursement amount is.

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Mr. Manning stated the staff's salaries associated with the elections need to be itemized and the political parties that chose to run an election should be responsible for payment to the County of those expenses.

Mr. Livingston stated he is more concerned with what is required to have an effective election in Richland County than the comparison between Greenville and Charleston.

Mr. Jackson stated it is unfortunate the County is bound by Federal and State law and the legislators continue to cut the Local Government Fund, but his main concern is that the Elections Department is properly funded.

Mr. Rose stated his concern goes back to the 2011 State law that binds this Council, which mandates the County must fund the Elections Department. The law does not allow any oversight of the finances and increased the budget from \$795,000 to \$1.2 million.

Ms. Dickerson stated she is going to support Mr. Livingston's motion, but would like a spreadsheet to outline how the requested amount was arrived at.

Mr. Livingston stated to enter \$0 amount for reimbursement for first reading and bring back a dollar amount at second reading.

Ms. Dickerson stated she wants to receive the requested information in enough time to allow her to address any questions she may have prior to the Council meeting.

Mr. Malinowski requested a comparison of Greenville and Charleston's budgets vs. Richland County.

FOR AGAINST

Malinowski Rose

Dixon

Jackson

Pearce

Rush

Livingston

Dickerson

Manning

The vote was in favor.

<u>Dawson's Pond</u> – This item was taken up in Executive Session.

<u>Coroner's Facility Change Order #1</u> – Mr. Pearce stated the committee forwarded this item without a recommendation.

Ms. Dickerson moved, seconded by Ms. Dixon, to approve this item.

Mr. Malinowski inquired why there are differences in prices on the post/concrete items.

Mr. Fosnight stated the concrete pad is for the Coroner's sign and 4 flagpoles.

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Mr. Malinowski inquired what is meant by 10% contingency for overhead noted throughout the documentation.

Mr. Fosnight stated "overhead" is the cost of doing business (i.e. office supplies, equipment, etc.).

Mr. Malinowski inquired about the fire-rated wood door.

Mr. Fosnight stated there is a treatment on the door that will allow it to burn before it becomes an issue.

Mr. Malinowski made a substitute motion, seconded by Mr. Manning, to amend the change order to install 3 flagpoles instead of 4 flagpoles.

Mr. Fosnight stated the 4th flagpole is for "Child Advocacy". If a child is to pass away a red flag is flown on this flagpole; on other days a blue flag is flown.

Mr. Jackson inquired about the cost of the flagpole.

Mr. Fornight stated the cost would be approximately \$1,000.

Mr. Jackson he would be willing to pay for the flagpole with his discretionary account.

<u>FOR</u>	<u>AGAINST</u>
Rose	Dixon
Malinowski	Jackson
Pearce	Livingston
Rush	Dickerson
Manning	

The vote was in favor.

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

<u>One Year Extension of the City of Columbia-Richland Communications Center Agreement</u> – Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

RULES AND APPOINTMENTS COMMITTEE

I. NOTIFICATION OF VACANCIES

- **a. Township Auditorium Board 1** Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.
- **b. Board of Zoning Appeals 2** Mr. Malinowski stated the committee recommended advertising for the vacancies. The vote in favor was unanimous.
- **c. Board of Assessment Appeals 1** Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

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> d. Accommodations Tax - 1 [Applicant must have a background in Lodging] - Mr. Malinowski stated the committee recommended advertising for the vacancy. The vote in favor was unanimous.

II. NOTIFICATION OF APPOINTMENTS

- a. Employee Grievance Committee 1 Mr. Malinowski stated the committee recommended appointing Mr. Elmer C. Brown, Jr. The vote in favor was unanimous.
- b. Lexington Richland Alcohol and Drug Abuse Council 1 Mr. Malinowski stated there was a mistake made in the creation of the agenda and there was only 1 vacancy instead of 2.

Mr. Rose, Mr. Malinowski, Ms. Dixon, Mr. Pearce, Ms. Dickerson, and Mr. Manning voted in favor of Mr. L. Levern (Buddy) Wilson, Jr.

Mr. L. Levern (Buddy) Wilson, Jr. was appointed to the Lexington Richland Alcohol and Drug Abuse Council.

REPORT OF THE HEALTH INSURANCE AD HOC COMMITTEE

a. County Employee Health Insurance Provider Recommendation for FY16-17 - Mr. Pearce stated the committee met and evaluated putting out an RFP vs. remaining with the current provider. The committee recommended continuing to work with the current provider and bring back alternatives during the budget process on how to address the increasing insurance costs. According to the report given at the Council Retreat, it will cost approximately \$4 million more for insurance coverage in the coming year.

FOR AGAINST

Rose

Malinowski

Dixon

Iackson

Pearce

Rush

Livingston

Dickerson

Manning

The vote in favor was unanimous.

REPORT OF THE PINEWOOD LAKE AD HOC COMMITTEE

a. An Ordinance Amending the Fiscal Year 2015-2016 Hospitality Tax Fund Annual Budget to appropriate \$4,500,000 of Hospitality Fund Balance to provide funding for Phase II of Pinewood Lake Project [FIRST READING] - Mr. Jackson stated the committee met to discuss the release of the

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approved funds to complete the Pinewood Lake project. The committee forwarded the item to Council without a recommendation.

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

<u>FOR</u>	AGAINST
Dixon	Rose
Jackson	Malinowski
Dickerson	Pearce
Manning	Rush
	Livingston

The motion failed.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- **a. Bluff Road Phase I Widening Project Utility Relocation Recommendation** Mr. Livingston stated staff recommended undergrounding of the utilities. The committee recommended approval of this item. The vote in favor was unanimous.
- **b.** Committee recommended path forward for TPAC Mr. Livingston stated the committee met and reviewed the TPAC's recommendations for amending their roles/responsibilities. The committee's recommendation was to schedule a Council work session with the aid of a facilitator to outline the revision of the role.

Mr. Manning moved, seconded by Ms. Dickerson, to table this item until after Executive Session. The vote in favor was unanimous.

REPORT OF THE BLUE RIBBON ADVISORY COMMITTEE

a. Blue Ribbon Committee Recommendations – Mr. Rush stated the committee met on February 18th to review and discussed the following 2016 Council Retreat Directives: 1) Consider demobilization of the Lower Richland County Operations Center [LROC]; 2) Consider demobilization of the County Donated Goods Relief Supply Warehouse transferring that function to the Long Term Recovery Group [LTRG]; 3) Hire a Community Recovery Specialist; 4) Continue to work with the Council of Governments [COG] to update the Richland County portion of the Hazard Mitigation Plan [HMP] before the existing plan expires in August 2016; and 5) Be prepared to quickly approve the updated HMP once it is completed.

The day after the meeting, staff was notified the County is eligible for an additional Community Recovery Specialist.

Mr. Rush stated the committee unanimously recommended Council approve the 2016 Council Retreat Directives with the addition of the 2^{nd} Community Recovery Specialist to be paid for by FEMA.

Mr. Malinowski stated the persons taking the Community Recovery Specialist positions need to be informed upfront that these are temporary positions and will not be absorbed by the County.

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The vote in favor was unanimous.

Mr. Rush stated the committee recommended approval of the projects outlined on pp. 287-292 of the agenda. The committee further recommended adding the following items: 1) Strengthen the water retention ability of the Spring Lake Dam [project application to be submitted by Gills Creek Watershed Association.]; 2) Strengthen the water retention ability of the Carrie Lake Dam [project application to be submitted by Gills Creek Watershed Association]. The committee was informed County Council has not approved any project or undertaken privately owned dams, which the County would have future responsibility in anyway. If approved by County Council the projects on the list will be developed into pre-applications and submitted to the SC Emergency Management Division for consideration under the State Hazard Mitigation Grant Program. These applications are due by April 4, 2016.

Mr. Bronson stated the projects before Council for consideration are the projects developed using the criteria approved by Council at the previous Council meeting. The two (2) dam projects were not submitted by staff. The Blue Ribbon Committee added those projects.

Mr. Malinowski inquired how Council can approve putting something on a list of projects for Richland County where Richland County has no jurisdiction (i.e. dams).

Mr. Bronson stated at the committee meeting a discussion took place wherein it was relayed that Council was inclined to do any work on privately owned dams where the County would have current or future maintenance liability. The County would have to make the application, but the Gills Creek Watershed would actually execute the agreement. A legal opinion would have to be received before the dam projects would move forward.

Mr. Jackson inquired if Pinewood Lake dam was included in this list.

Mr. Bronson stated Spring Lake Dam and Carrie Lake Dam were the only two dams recommended by the committee.

The vote in favor was unanimous to pursue the projects outlined on pp. 287-292 of the agenda.

Mr. Rush stated the committee recommended affirming the three (3) options to fund the 25% local match for voluntary residential property acquisition. The options are as follows: 1) State appropriation, 2) CDBG-DR Grant, and 3) Property Owner Pays the required match.

Mr. Bronson stated all of the options outlined will be utilized to assist with the buyouts.

The vote in favor of the three funding options was unanimous.

Mr. Rush stated the committee discussed a resolution requesting the General Assembly to appropriate funding in the amount that is commensurate with the level of damage the County incurred as a result of the flooding. Currently the Ways & Means Committee has \$72 million appropriated for the 25% local match for State and Local agencies receiving FEMA funds.

Richland County Council Regular Session Meeting Tuesday, March 1, 2016 Page Fourteen

The committee unanimously recommended approval of the resolution. The vote in favor of the resolution was unanimous.

CITIZENS' INPUT (Must Pertain to Items Not on the Agenda)

Ms. Helen Taylor Bradley spoke regarding the Lower Richland Sewer Project and requested answers to the questions she proposed at the Council Retreat.

Mr. Charles Lee spoke regarding the traffic on Kennerly Road.

Dr. Marie Assaad Faltas spoke about the response she received to her FOIA request related to Austin Woods Apartments.

Ms. Carol Goodson stated she was following up on having the name "Hopkins" painted on the water tower.

EXECUTIVE SESSION

Council went into Executive Session

- **a. Department of Revenue Update** Mr. Livingston moved, seconded by Mr. Manning, to proceed as discussed in Executive Session. The vote was in favor.
- **b. Dawson's Pond** Mr. Pearce moved, seconded by Mr. Jackson, to request the Legal Department to obtain an Attorney General's opinion prior to any future action on this item. The vote was in favor.
- **c. Employee Grievances 1** Mr. Malinowski moved, seconded by Mr. Jackson, to reinstate the employee to their former position, remove the disciplinary action from their personnel file and include back pay. The vote was in favor.
- **d. Personnel Matter** Mr. Manning moved, seconded by Mr. Malinowski, to reorganize the Clerk's Office to include rewriting the position descriptions to be staffed with two employees.

Mr. Jackson made a substitute motion, seconded by Ms. Dickerson, to advertise the position and staff the office with 3 employees.

<u>FOR</u>	<u>AGAINST</u>
Dixon	Rose
Jackson	Malinowski
Rush	Pearce
Livingston	Manning
Dickerson	

The vote was in favor of the substitute motion.

Richland County Council Regular Session Meeting Tuesday, March 1, 2016 Page Fourteen

e. Committee recommended path forward for TPAC – Mr. Livingston stated the committee's recommendation was to schedule a Council work session with the aid of a facilitator to outline the revisions of the TPAC's role/responsibilities.

<u>FOR</u>	AGAINST
Malinowski	Rose
Pearce	Dixon
Rush	Jackson
Livingston	Dickerson
Manning	

The vote was in favor.

MOTION PERIOD

- **a.** <u>Resolution in support of "Sierra's Law" Bill [DIXON]</u> Mr. Manning moved, seconded by Ms. Dixon, to adopt a resolution in support of "Sierra's Law" Bill. The vote in favor was unanimous.
- b. I move that the Richland County Neighborhood Improvement Program develop a set of criteria for determining the necessity of future Neighborhood Master Plans in unincorporated Richland County and that staff begin their analysis with District 9 no later than the end of the calendar year [December 31, 2016] [DIXON] This item was referred to the D&S Committee.
- c. I move that the concept of utilizing a "Special Purpose Tax District" for the purpose of providing funding for the repair and replacement of privately owned dams in Richland County be presented to the full County Council for consideration. Further, that the Chair of Council determine how this information can best be presented to the full body [PEARCE] This item was referred to the A&F Committee.
- d. I move that Richland County Council do an immediate assessment of the PDT contract, the role and placement of the SLBE office, the role and placement of the OSBO office, and the role of the TPAC, as well as, a thirty day hold on any transaction/payment to the Transportation Penny Program. Note: I have concerns and have no idea how the taxpayer dollars are being spent. Staff is not giving adequate information and jobs performed were was to be done by the OSBO/SLBE department. That department was to be fully staffed is totally ignored by Council's directive. [JACKSON] This item was referred to the Transportation Ad Hoc Committee.
- e. A Resolution recognizing the Columbia Classical Ballet Company and Columbia City Ballet's joint event featuring Washington Ballet, and Richland County native, Brooklyn Mack and American Ballet Theatre's Misty Copeland [MANNING] Mr. Manning moved, seconded by Ms. Dixon, to adopt a resolution recognizing the Columbia Classical Ballet Company and Columbia City Ballet's joint event featuring Brooklyn Mack and Misty Copeland. The vote in favor was unanimous.

ADJOURNMENT

The meeting adjourned at approximately 10:39 PM.

Richland County Council Regular Session Meeting Tuesday, March 1, 2016 Page Sixteen

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

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

Richland County Council Request of Action

Subject:

15-47MA Keith Moore GC to LI (2.58 Acres) Leesburg Road and Pepper Street 16407-08-04 & 09

FIRST READING: February 23, 2016 SECOND READING: March 1, 2016

THIRD READING: March 15, 2016 {Tentative} PUBLIC HEARING: December 15, 2015

STATE OF SOUTH CAROLINA COUNTY COUNCIL OF RICHLAND COUNTY ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 16407-08-04 & 09 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:

<u>Section I.</u> The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 16407-08-04 & 09 from GC (General Commercial District) zoning to LI (Light Industrial District) zoning.

<u>Section II</u>. <u>Severability</u>. 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.

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

Attack this day of	By:	
Attest this day of		
, 2016.		
S. Monique McDaniels Clerk of Council		

Public Hearing: December 15, 2015 First Reading: February 23, 2016

Second Reading: March 1, 2016 (tentative)

Third Reading:

Richland County Council Request of Action

Subject:

15-49MA
David Powlen
PDD to PDD (amended PDD) (8.11 Acres)
Hardscrabble Rd. & Summit Parkway
20300-03-12

FIRST READING: February 23, 2016 SECOND READING: March 1, 2016

THIRD READING: March 15, 2016 {Tentative}

PUBLIC HEARING: February 23, 2016

STATE OF SOUTH CAROLINA COUNTY COUNCIL OF RICHLAND COUNTY ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE LAND USES WITHIN THE PDD (PLANNED DEVELOPMENT DISTRICT) ZONING DISTRICT FOR THE REAL PROPERTY DESCRIBED AS TMS # 20300-03-12; 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:

<u>Section I.</u> The Zoning Map of unincorporated Richland County is hereby amended to change the land uses within the PDD (Planned Development District) zoning district for TMS # 20300-03-12, as described in Exhibit A (which is attached hereto).

<u>Section II</u>. <u>Severability</u>. 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.

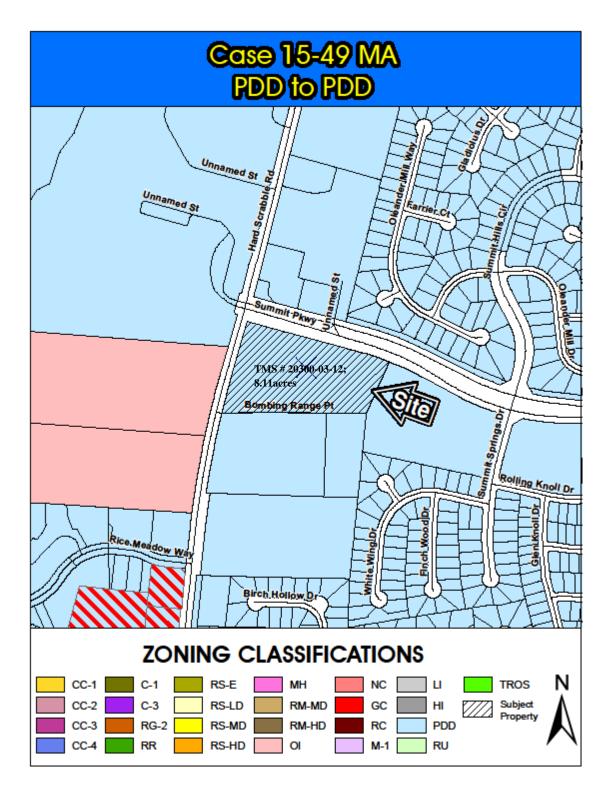
<u>Section III</u>. <u>Conflicting Ordinances Repealed</u>. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section IV. Effective Date. This ordinance shall be effective from and after ______, 2016.

RICHLAND COUNTY COUNCIL By: _______ Torrey Rush, Chair Attest this ______ day of ______, 2016. S. Monique McDaniels Clerk of Council Public Hearing: February 23, 2016 (tentative) First Reading: February 23, 2016 (tentative)

Second Reading: Third Reading:

Exhibit A



The subject parcel is an 8.11 acre part of the Summit PDD, which consists of a total of 1693.5 acres.

The following commercial and office uses, as designated in Chapter 26 of the Richland County Code of Ordinances, are permitted on this site:

(Note: "SR" means the use is permitted with the special requirements found in Section 26-151 of the Richland County Land Development Code, as of March 15, 2016).

Residential Uses

Common Area Recreation and Service Facilities

Continued Care Retirement Communities (SR)

Dwellings, Conventional or Modular:

Multi-Family

Single-Family, Zero Lot Line, Common (SR)

Single-Family, Zero Lot Line, Parallel (SR)

Accessory Uses and Structures

Accessory Uses and Structures (Customary)

Home Occupations (SR)

Swimming Pools (SR)

Yard Sales (SR)

Recreational Uses

Batting Cages (SR)

Bowling Centers

Clubs or Lodges

Dance Studios and Schools

Golf Courses, Miniature

Martial Arts Instructional Schools

Physical Fitness Centers

Skating Rinks

Swimming Pools (SR)

Institutional, Educational and Civic Uses

Animal Shelters (SR)

Community Food Services

Courts

Day Care, Adult, Home Occupation (5 or Fewer) (SR)

Day Care Centers, Adult (SR)

Day Care, Child, Family Day Care, Home Occupation (5 or Fewer) (SR)

Day Care, Child, Licensed Center (SR)

Government Offices

Hospitals

Individual and Family Services

Libraries

Museums and Galleries

Nursing and Convalescent Homes

Orphanages

Places of Worship

Police Stations, Neighborhood

Post Offices

Postal Service Processing and Distribution

Schools, Administrative Facilities

Schools, Business, Computer and Management Training

Schools, Fine Arts Instruction

Schools, Junior Colleges

Schools, including Public and Private (having a curriculum similar to those given in public schools)

Business, Professional and Personal Services

Accounting, Tax Preparation, Book Keeping, and Payroll Services

Advertising, Public Relations, and Related Agencies

Automatic Teller Machines

Automobile Rental or Leasing

Automobile Towing, Not Including Storage

Banks, Finance, and Insurance Offices

Barber Shops, Beauty Salons, and Related Services

Bed and Breakfast Homes/Inns (SR)

Building Maintenance Services

Car and Light Truck Washes

Carpet and Upholstery Cleaning Services

Computer System Design and Related Services

Clothing Alteration/Repairs; Footwear Repairs

Construction, Building, General Contracting, without Outside Storage

Construction, Building, Special Trades, without Outside Storage

Employment Services

Engineering, Architectural, and Related Services

Exterminating and Pest Control Services

Funeral Homes and Services

Furniture Repair Shops and Upholstery

Janitorial Services

Kennels (SP)

Landscape and Horticultural Services

Laundromats, Coin Operated

Laundry and Dry Cleaning Services, Non-Coin Operated

Legal Services (Law Offices, Etc.)

Linen and Uniform Supply

Locksmith Shops

Management, Scientific, and Technical Consulting Services

Massage Therapists

Medical/Health Care Offices

Medical, Dental, or Related Laboratories

Motion Picture Production/Sound Recording

Office Administrative and Support Services

Packaging and Labeling Services

Pet Care Services (excluding Veterinary Offices and Kennels)

Photocopying and Duplicating Services

Photofinishing Laboratories

Photography Studios

Picture Framing Shops

Professional, Scientific, and Technical Services

Publishing Industries

Real Estate and Leasing Offices

Repair and Maintenance Services, Appliance and Electronics (SR)

Repair and Maintenance Services, Home and Garden Equipment

Repair and Maintenance Services, Personal and Household Goods

Repair and Maintenance Services, Television, Radio, or Other Consumer Electronics

Research and Development Services (SR)

Security and Related Services

Tanning Salons

Taxidermists

Theaters, Live Performances

Theaters, Motion Picture, Other than Drive-Ins

Travel Agencies (without Tour Buses or other Vehicles)

Traveler Accommodations

Veterinary Services (Non-Livestock; may include Totally Enclosed Kennels Operated in Connection with Veterinary Services (SR)

Watch and Jewelry Shops

Weight Reducing Centers

Retail Trade and Food Services

Antique Stores

Appliance Stores

Art Dealers

Arts and Crafts Supply Stores

Auction Houses

Automobile Parts and Accessory Stores

Bakeries, Retail

Bicycle Sales and Repair

Book, Periodical; and Music Stores

Candle Shops

Candy Stores (Confectionery, Nuts, Etc.)

Caterers, No On-Site Consumption

Clothing, Shoe, and Accessories Shops

Coin, Stamp, or Similar Collectibles Shops

Computer and Software Stores

Convenience Stores (without Gasoline Pumps)

Cosmetics, Beauty Supplies, and Perfume Stores

Department, Variety or General Merchandise Stores

Direct Selling Establishments

Drugstores, Pharmacies, with Drive-Thru

Drugstores, Pharmacies, without Drive-Thru

Electronic Shopping and Mail Order Houses

Fabric and Piece Goods Stores

Floor Covering Stores

Florists

Food Service Contractors

Formal Wear and Costume Rental

Fruit and Vegetable Markets

Furniture and Home Furnishings

Garden Centers, Farm Supplies, or Retail Nurseries

Gift, Novelty, Souvenir, or Card Shops

Grocery/Food Stores

Hardware Stores

Health and Personal Care Stores

Hobby, Toy, and Game Stores

Home Centers

Home Furnishing Stores

Jewelry, Luggage, and Leather Goods (may include Repair)

Meat Markets

Miscellaneous Retail Sales, Where all Sales and Services are Conducted within an Enclosed Building

Musical Instruments (may include Instrument Repair)

News Dealers and Newsstands

Office Supplies and Stationery Stores

Optical Goods Stores

Outdoor Power Equipment Stores

Paint, Wallpaper, and Window Treatment Sales

Pet and Pet Supplies Stores

Record, Video Tape, and Disc Stores

Restaurants and Cafeterias

Restaurants, Full Service (Dine-In Only)

Restaurants, Limited Service (Delivery, Carry Out)

Restaurants, Limited Service (Drive-Thru)

Restaurants, Snack and Nonalcoholic Beverage Stores

Service Stations, Gasoline

Sporting Goods Stores

Television, Radio, or Electric Sales

Tire Sales

Tobacco Stores

Used Merchandise Stores

Video Tape and Disc Rental

Wholesale Trade

Apparel, Piece Goods, and Notions

Books, Periodicals, and Newspapers

Drugs and Druggists' Sundries (SR)

Durable Goods (SR)

Electrical Goods (SR)

Flowers, Nursery Stock, and Florist Supplies

Furniture and Home Furnishings (SR)

Groceries and Related Products

Hardware

Jewelry, Watches, Precious Stones

Lumber and Other Construction Materials (SR)

Motor Vehicles, New Parts and Supplies (SR

Motor Vehicles, Tires and Tubes (SR)

Nondurable Goods

Paints and Varnishes (SR)

Paper and Paper Products

Plumbing and Heating Equipment and Supplies (SR)

Professional and Commercial Equipment and Supplies

Sporting and Recreational Goods and Supplies (Except Sporting Firearms and

Ammunition)

Sporting Firearms and Ammunition (SR)

Tobacco and Tobacco Products (SR)

Toys and Hobby Goods and Supplies

Transportation, Information, Warehousing, Waste Management, and Utilites

Courier Services, Substations

Limousine Services

Radio and Television Broadcasting Facilities (Except Towers)

Scenic and Sightseeing Transportation

Utility company Offices

Utility Service Facilities (No Outside Storage)

Warehouses, Self-Storage

Manufacturing, Mining, and Industrial Uses

Bakeries, Manufacturing Computer, Appliance, and Electronic Products

Medical Equipment and Supplies

Printing and Publishing

Signs

Those categories of retail uses which are specifically excluded are:

- 1. Sexually oriented businesses of any type.
- 2. Automobile service stations or gasoline stations and facilities which provide automobile, gasoline or diesel engine or small engine repairs or service either as a principal or ancillary business to include the sale and/or installation of new or used parts or equipment.
- 3. Businesses which sell new or used motorized vehicles of any type.
- 4. Convenience stores which also sell gasoline.
- 5. Video arcades or other facilities providing coin or token operated amusement machines.

- 6. Hotels or motels.
- 7. Lumber or building supply sales.
- 8. Any business utilizing outdoor display of merchandise.
- 9. Dormitories.
- 10. Group Homes (10 or More).
- 11. Rooming and Boarding Houses.
- 12. Special Congregate Facilities.
- 13. Amusement or Water Parks, Fairgrounds.
- 14. Country Clubs with Golf Courses.
- 15. Go-Cart, Motorcycle and Similar Small Vehicle Tracks.
- 16. Golf Courses.
- 17. Golf Driving Ranges (Freestanding).
- 18. Marinas and Boat Ramps.
- 19. Public or Private Parks.
- 20. Public Recreating Facilities.
- 21. Swim and Tennis Clubs.
- 22. Bus Shelters/Bus Benches.
- 23. Cemeteries, Mausoleums.
- 24. Fire Stations.
- 25. Schools, Technical and Trade (Except Truck Driving).
- 26. Schools, Truck Driving.
- 27. Zoos and Botanical Gardens.
- 28. Rental Centers, without Outside Storage.
- 29. Theaters, Motion Picture, Drive-Ins.
- 30. Truck (Medium and Heavy) Washes.
- 31. Bars and Other Drinking Places.
- 32. Food Stores, Specialty.
- 33. Manufactured Home Sales.

- 34. Truck Stops.
- 35. Warehouse Clubs and Superstores.
- 36. Machinery, Equipment and Supplies.
- 37. Market Showrooms (Furniture, Apparel, Etc.).
- 38. Antennas.
- 39. Bus Facilities, Interurban.
- 40. Bus Facilities, Urban.
- 41. Charter Bus Industry.
- 42. Radio, Television, and Other Similar Transmitting Towers.
- 43. Warehouses (General Storage, Enclosed, Not Including Storage of Any Hazardous Materials or Waste as Determined by Any Agency of the Federal, State or Local Government).
- 44. Buildings, High Rise, 4 or 5 Stories.
- 45. Building, High Rise, 6 or More Stories.
- 46. Fraternity and Sorority Houses.
- 47. Athletic Fields.
- 48. Shooting Ranges, Indoor.
- 49. Ambulance Services, Emergency.
- 50. Ambulance Services, Transport.
- 51. Auditoriums, Coliseums, Stadiums.
- 52. Colleges and Universities.
- 53. Automobile Parking (Commercial).
- 54. Tattoo Facilities.
- 55. Flea Markets, Indoor.
- 56. Flea Markets, Outdoor.
- 57. Liquor Stores.
- 58. Pawnshops.
- 59. Beer/Wine/Distilled Alcoholic Beverages.
- 60. Taxi Service Terminals.

- 61. Utility Lines and Related Appurtenances.
- 62. Utility Substations.

Richland County Council Request of Action

Subject:

16-04MA Chuck Munn RU to RS-LD (41.44 Acres) Longtown Rd. & Rimer Pond Rd. 20500-04-01

FIRST READING: February 23, 2016 SECOND READING: March 1, 2016

THIRD READING: March 15, 2016 {Tentative}

PUBLIC HEARING: February 23, 2016

STATE OF SOUTH CAROLINA COUNTY COUNCIL OF RICHLAND COUNTY ORDINANCE NO. ____-16HR

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 # 20500-04-01 FROM RU (RURAL DISTRICT) TO RS-LD (RESIDENTIAL, SINGLE-FAMILY – LOW DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

<u>Section I.</u> The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 20500-04-01 from RU (Rural District) zoning to RS-LD (Residential, Single-Family – Low Density District) zoning.

<u>Section II</u>. <u>Severability</u>. 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.

<u>Section III</u>. <u>Conflicting Ordinances Repealed</u>. 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 ______, 2016.

Attest this ______ day of ______, 2016. S. Monique McDaniels Clerk of Council

Public Hearing: February 23, 2016 First Reading: February 23, 2016

Second Reading: March 1, 2016 (tentative)

Third Reading:

Richland County Council Request of Action

Subject:

15-35MA Cynthia Weatherford RS-HD to LI (1.27 Acres) 2610 Harlem St. 16204-08-01

FIRST READING: November 24, 2015 SECOND READING: December 1, 2015

THIRD READING:

PUBLIC HEARING: November 24, 2015

STATE OF SOUTH CAROLINA COUNTY COUNCIL OF RICHLAND COUNTY ORDINANCE NO. ____-16HR

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 # 16204-08-01 FROM RS-HD (RESIDENTIAL, SINGLE-FAMILY – HIGH DENSITY 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:

<u>Section I.</u> The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 16204-08-01 from RS-HD (Residential, Single-Family – High Density District) zoning to LI (Light Industrial District) zoning.

<u>Section II.</u> <u>Severability</u>. 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.

<u>Section III</u>. <u>Conflicting Ordinances Repealed</u>. 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 ______, 2016.

	RICHLAND COUNTY COUNCIL				
Attact this day of	By:				
Attest this day of					
, 2016.					
S. Monique McDaniels Clerk of Council					

Public Hearing: November 24, 2015 First Reading: November 24, 2015 Second Reading: December 1, 2015

Third Reading: February 9, 2016 (tentative)

Richland County Council Request of Action

Subject:

16-03MA
D. R. Horton-Crown, LLC
RU to RS-MD (25.34 Acres)
Hollingshed Rd. & Kennerly Rd.
05200-01-13 & 18

FIRST READING: February 23, 2016 SECOND READING: March 1, 2016

THIRD READING: March 15, 2016 {Tentative}

PUBLIC HEARING: February 23, 2016

STATE OF SOUTH CAROLINA COUNTY COUNCIL OF RICHLAND COUNTY ORDINANCE NO. ____-16HR

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTIES DESCRIBED AS TMS # 05200-01-13 & 18 FROM RU (RURAL DISTRICT) TO RS-MD (RESIDENTIAL, SINGLE-FAMILY – MEDIUM DENSITY DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

<u>Section I.</u> The Zoning Map of unincorporated Richland County is hereby amended to change the real properties described as TMS # 05200-01-13 & 18 from RU (Rural District) zoning to RS-MD (Residential, Single-Family – Medium Density District) zoning.

<u>Section II.</u> <u>Severability</u>. 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.

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

<u>Section IV</u>. <u>Effective Date</u>. This ordinance shall be effective from and after ______, 2016.

Attest this ______ day of ______, 2016. S. Monique McDaniels Clerk of Council

Public Hearing: February 23, 2016 First Reading: February 23, 2016

Second Reading: March 1, 2016 (tentative)

Third Reading:

Richland County Council Request of Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 26, Land Development; Article VII, General Development, Site and Performance Standards; Section 26-172, Density and Dimensional Standards; Subsection (B), Required Setbacks; Allowable Encroachment into Required Setbacks; Paragraph (5), Projections into Required Yards; Subparagraph C., Screening and Retaining Walls and Fences; so as to allow fences and walls not over seven (7) feet in height in side and rear yards

FIRST READING: February 23, 2016 SECOND READING: March 1, 2016

THIRD READING: March 15, 2016 {Tentative}

PUBLIC HEARING: February 23, 2016

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 26, LAND DEVELOPMENT; ARTICLE VII, GENERAL DEVELOPMENT, SITE, AND PERFORMANCE STANDARDS; SECTION 26-172, DENSITY AND DIMENSIONAL STANDARDS; SUBSECTION (B), REQUIRED SETBACKS; ALLOWABLE ENCROACHMENT INTO REQUIRED SETBACKS; PARAGRAPH (5), PROJECTIONS INTO REQUIRED YARDS; SUBPARAGRAPH C., SCREENING OR RETAINING WALLS AND FENCES; SO AS TO ALLOW FENCES AND WALLS NOT OVER SEVEN (7) FEET IN HEIGHT IN SIDE AND REAR YARDS.

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:

<u>SECTION I.</u> The Richland County Code of Ordinances, Chapter 26, Land Development; Article VII, General Development, Site, and Performance Standards; Section 26-172, Density and Dimensional Standards; Subsection (b), Required setbacks; allowable encroachment into required setbacks; Paragraph (5), Projections into required yards; Subparagraph c., Screening or retaining walls and fences; is hereby amended to read as follows:

- c. Screening or retaining walls and fences. Screening or retaining walls and fences may be permitted in a required yard upon the determination of the planning department that the fence or wall:
 - 1. Does not impede site vision clearance for driveways or roads.
 - 2. Does not include gates that swing outward into sidewalks or public rights-of-way.
 - 3. Front yard fences may not exceed four (4) feet in height.
 - 4. Fences and walls shall not exceed seven (7) feet in height when located in the required side and rear yards; provided, however, retaining walls are excluded from this limitation.

<u>SECTION II.</u> <u>Severability</u>. 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.

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

<u>SECTION IV.</u> <u>Effective Date</u>. This ordinance shall be enforced from and after _______, 2016.

RICHLAND COUNTY COUNCIL

	I	BY:	
		Torrey Rush, Chair	
ATTEST THIS TH	E DAY		
OF	, 2016.		
S. Monique McDan	iels		
Clerk of Council			
RICHLAND COUN	NTY ATTORNEY'S OFF	CE	
Approved As To LI No Opinion Render			
First Reading:	February 23, 2016		
Public Hearing:	February 23, 2016		
Second Reading: Third Reading:	March 1, 2016 (tentativ	e)	

Richland County Council Request of Action

Subject:

Sponsorship Request: 2016 Army Ball and the Official 100th Anniversary Kick-Off event

February 23, 2016 - The Committee recommended that Council deny this request.

Richland County Council Request of Action

Subject: Sponsorship Request: 2016 Army Ball and the Official 100th Anniversary Kick-Off event

A. Purpose

County Council is requested to approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.

B. Background / Discussion

This request came from a constituent, Bill Dukes. While this is not a Military Task Force initiative, per Mr. Dukes, it is another great opportunity for the greater community to show that we are a military friendly community. The County previously worked with Mr. Dukes to fund the Purple Heart Bus in 2015. The City of Columbia, Richland County, and Central Midlands Regional Transit Authority (The COMET) partnered to wrap a COMET bus to honor Purple Heart Recipients.

The City of Columbia is also being approached by Mr. Dukes to participate in this request.

The 2016 Army Ball will be the official kickoff for a one year celebration of the 100th Anniversary of Fort Jackson. Fort Jackson and the Midlands community are developing plans for a full calendar of events between June 2016 and June 2017 to celebrate the Centennial event. The "Official Birthday" will be celebrated on June 2, 2017 at Fort Jackson.

Mr. Dukes noted that last year he was able to convince the Fort Jackson leadership to contract with the Columbia Convention Center to bring the 2015 Army Ball event into the community. Mr. Dukes noted that he was able to garner financial support from 30 businesses and individuals to support the Ball.

Per Mr. Dukes, the sponsorships from local businesses and individuals last year helped keep the cost of attendance at a reasonable price for the soldiers and their guest(s), and as a result of this support, over 700 soldiers were able to attend the Army Ball.

Also, per Mr. Dukes, a large number of non-military guests attended. Mr. Dukes noted that the 2015 Army Ball was very successful and the attendance was over 800, which was a record attendance for the Fort Jackson sponsored Army Ball.

Per Mr. Dukes, since the 2015 Army Ball was such a success, the Fort Jackson leadership made a decision to have the 2016 Army Ball at the Columbia Convention Center. The 2016 Army Ball will be expanded and will include soldiers and guests from Fort Jackson, Army Central Command and the South Carolina Army National Guard.

Mr. Dukes noted that the goal for the 2016 Army Ball is to request the City of Columbia and Richland County to be Presenting Sponsors at \$10,000 each. Additional sponsorship opportunities will be made available to businesses, organizations and individuals in the community.

Mr. Dukes noted that he has met with the CFO of the City of Columbia regarding the Presenting Sponsor request, and the conversations have been favorable.

According to Mr. Dukes the Presenting Sponsorships and other sponsorships will allow the organizing committee to structure the cost of tickets for soldiers and their guests at a very reasonable rate. This will enable a higher percentage of lower ranking soldiers to be able to afford the cost of the Army Ball and will result in a larger attendance.

The sponsorships will also allow the organizing committee the opportunity to enhance the Army Ball experience for 2016. Funds were limited last year and there were limits on what could be offered for the soldiers and their guests.

Per Mr. Dukes, over 70% of the soldiers assigned permanently to Fort Jackson and Army Central Command live off base and in our community. The soldiers and family members will recognize that the local governments and members of the community stepped up to provide support for the Army Ball.

Per Mr. Dukes, the community support of the Army Ball and attendance by elected officials, business and civic leaders will send a strong message about how our community supports Fort Jackson, Army Central Command and our Army National Guard soldiers and their families.

C. Legislative / Chronological History

There is no legislative history associated with this request.

D. Financial Impact

The financial impact to the County will be \$10,000. A funding source will need to be identified (e.g., Council's discretionary accounts, County General Fund).

Council may consider making the County's participation as a Presenting Sponsor contingent upon the City of Columbia agreeing to also be a Presenting Sponsor.

E. Alternatives

- 1. Approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.
- 2. Approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson, contingent upon the City of Columbia also providing equal (or greater) funds to be a Presenting Sponsor.
- 3. Do not approve \$10,000 to be a Presenting Sponsor of the 2016 Army Ball and the Official Kick-Off event for a yearlong celebration of the 100th Anniversary of Fort Jackson.

F. Recommendation

This is a policy decision at the discretion of Council.

Recommended by: Richland County Administration on behalf of Bill Dukes

Department: Administration

Date: 2/11/16

G. Reviews

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

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

Staff review of this item is ongoing. Staff recommendations on this request will be provided to Council under separate cover on Monday (2/22/16).

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. _GF_01____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE \$10,000.00 OF GENERAL FUND UNASSIGNED BALANCE TO BE USED FOR EXPENSES GENERATED FOR THE 2016 ARMY BALL AND THE OFFICIAL 100TH ANNIVERSARY KICK-OFF EVENT.

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:

<u>SECTION I.</u> That the amount of Ten Thousand Dollars (\$10,000.00) be appropriated to cover cost of 2016 Army Ball and Official 100th Anniversary Kick-Off event. Therefore, the Fiscal Year 2015-2016 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2015 as amended:	\$ 151,503,127
Appropriation of General Fund unassigned fund balance:	\$ 10,000
Total General Fund Revenue as Amended:	\$ 151,513,127
<u>EXPENDITURES</u>	
Expenditures appropriated July 1, 2015 as amended:	\$ 151,503,127
2016 Army Ball and the Official 100th Anniversary Kick-Off event:	\$ 10,000
Total General Fund Expenditures as Amended:	\$ 151,513,127

<u>SECTION II.Severability</u>. 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.

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

	RICHLAND COUNTY COUNCIL
	BY:
	Torrey Rush, Chair
ATTEST THIS THE DAY	
OF, 2015	
S. Monique McDaniels Clerk of Council	
Clerk of Council	
RICHLANDCOUNTYATTORNEY'S OFFICE	
Approved As To LEGAL Form Only. No Opinion Rendered As To Content.	
-	

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

Richland County Council Request of Action

Subject:

Board of Voter Registration & Elections Budget Amendment

February 23, 2016 - The Committee forwarded this item to Council without a recommendation.



MEMORANDUM

To: Richland County Council

CC: Tony McDonald, County Administrator

Sam Selph, Director of Voter Registration & Elections

Monique McDaniels, Clerk of Council

FROM: Brandon Madden, Research Manager

DATE: March 10, 2016

RE: County Council Request for Information - Elections

This memo is a follow-up to County Council's request for budget information at the March 1, 2016 County Council meeting concerning the County's Voter Registration & Elections Department (Elections).

County Council requested the following information:

- The FY16 line item budgets from other counties (i.e., Greenville, Charleston, Spartanburg)
- A table / spreadsheet that details the total dollar amount of the Elections Department's budget amendment request minus the total dollar amount of the actual municipal reimbursements and the estimated statewide reimbursements
- The backup documentation (e.g., copies of invoices, price/number of items being purchased) relative to the Elections Department's recurring / non-recurring capital costs.

This requested information is enclosed with this memo.

Please note that Appendix A in this memo includes the backup documentation provided by the Elections Department and a reference guide for the reimbursement expenses provided by the State Elections Commission for statewide elections.

Budget Amendment Request Summary							
Item	Cost						
Actual Municipal Election Reimbursement	\$ 153,203.29						
Estimated State Election Reimbursement	\$ 702,000.00						
Recurring Cost	\$ 106,739.10						
Non-Recurring Capital Cost	\$ 122,469.80						
Total Budget Amendment Request*	\$ 1,084,412.19						

^{*}This does not include any costs for legal services

Budget Amendment Request Detail

Municipal and Statewide Election Reimbursement Summary							
Municipa	l Elections						
Municipality	Actual Reimbursement	Election	Estimated Reimbursement	Variance Between Budget Amendme Request and the Total Reimbursemen			
Irmo	\$4,380.35	SEC 2016 Republican	\$360,000.00	Request and the Total Reimburseme			
Blythewood	\$1,341.94	PPP & Democratic PPP	\$300,000.00				
Columbia	\$147,481.00	June Primary / Runoff	\$342,000.00	Budget Amendment Request \$1,084,412.19			
Total Actual Reimbursement	\$153,203.29	Total Estimated Reimbursement	\$702,000.00	Total Reimbursement Combined \$855,203.29			
				Variance	\$229,208.90		

Richland County Elections Recurring Costs					
Item Cost					
Maintenance & License Fee	\$106,739.10				
Total Recurring Cost \$106,739.10					

Richland County Elections Non-Recurring Capital				
Costs				
Item	Cost			
Motherboard Batteries	\$70,937.69			
Phones	\$6,750.00			
Printers	\$11,777.68			
Curbside Signage - Election Equipment	\$3,296.52			
Polling Location Supplies - Laptop Batteries	\$9,519.30			
Related Equipment / Supplies \$20,188.61				
Totals	\$122,469.80			

County Election's Budget Comparison									
Greenville C	Greenville County Charleston County Richland County Spartanburg County								
FY2016 Budget FY2016 Budget			udget	FY2016 Budget		FY2016 Budget			
Personnel Services	\$825,072.00	Personnel Services \$1,381,455.00		Personnel Services	\$1,038,412.00	Personnel Expenses	\$857,356.00		
Operating Expenses	\$111,557.00	Operating Expenses	\$577,142.00	Operating Expenses	\$210,172.00	Operating Expenses	\$163,604.00		
Contractual Charges	\$90,002.00								
Totals	\$1,026,631.00	Totals	\$1,958,597.00	Totals	\$1,248,584.00	Totals	\$1,020,960.00		

RICHLAND COUNTY FY16 ELECTIONS BUDGET DETAIL



Board of Elections & Voter Registration

Budget Highlights

The Board of Elections and Voter Registration were combined into one department in FY12.

The Board of Election and Voter Registration is funded through the countywide General Fund. The expenditures roll up into the Election sub-category for reporting purposes.

Fiscal Plan

	2014 Actual	2015 Adopted	Dit		ifference (\$)	Difference (%)	
Personnel Expenditures	\$ 1,383,348	\$ 1,041,080	\$	1,038,412	\$	(2,668)	-0.3%
Operating Expenditures	\$ 743,883	\$ 222,848	\$	210,172	\$	(12,676)	-5.7%
Total	\$ 2,127,231	\$ 1,263,928	\$	1,248,584	\$	(15,344)	-1.2%
Authorized FT Positions	16	16		16			-

County of Richland-PROD

Budget Inquiry Report

As of 3/31/2016

Budget Version: C

Ledger: GL

Object	Description	Budget	Actual	Encumbrance	Balance					
Key: 1100168000	Key: 1100168000 - Board of Elections & Voter Reg									
Expenditure										
511100	Salaries and Wages	739,593.64	487,793.29	0.00	251,800.35					
511200	Overtime	5,000.00	18,479.12	0.00	(13,479.12)					
511300	RC Part-time Wages	130,000.00	80,990.55	0.00	49,009.45					
511400	Per Diem - Board/Baliff	8,000.00	5,233.20	0.00	2,766.80					
511800	Temporary employment agency	0.00	128,484.80	0.00	(128,484.80)					
512200	FICA Employer's Share	66,906.24	45,654.55	0.00	21,251.69					
513100	SC Regular Retirement	82,351.78	68,228.79	0.00	14,122.99					
513200	SC Police Retirement	0.00	368.25	0.00	(368.25)					
521000	Office Supplies	26,400.00	6,627.05	8,030.25	11,742.70					
521300	Copy Machines	2,000.00	1,399.08	0.00	600.92					
521400	Membership and Dues	1,000.00	320.00	0.00	680.00					
521500	Travel	300.00	0.00	0.00	300.00					
521600	Oil & Lubricants	1,183.00	689.37	0.00	493.63					
521700	Repairs - Vehicles	2,130.00	1,457.44	0.00	672.56					
521900	Automotive - NonContract	1,000.00	90.40	409.60	500.00					
522100	Telephone Service	800.00	424.13	375.87	0.00					
525300	Voting Machines	1,000.00	69.75	0.00	930.25					
526100	Advertising	1,400.00	0.00	0.00	1,400.00					
526200	Beepers/Cell Phones/Pagers	2,000.00	1,493.70	356.30	150.00					
526300	Rent	890.00	850.00	40.00	0.00					
526400	Employee Training	10,890.00	2,220.00	1,377.00	7,293.00					
526500	Professional Services	26,250.00	0.00	6,461.07	19,788.93					
526501	Temporary Employment Agency	26,189.90	0.00	0.00	26,189.90					
529500	Non-Capital Assets Under \$5000	0.00	0.00	0.00	0.00					
529600	Computer Equipment Under 5000	0.00	0.00	0.00	0.00					
529999	Prior Year Expense Credits	0.00	0.00	0.00	0.00					
531200	Machines & Other Equipment	0.00	0.00	0.00	0.00					
547100	Program Maintenance & Licens	106,739.10	106,739.10	0.00	0.00					
	Expenditure Total:	1,242,023.66	957,612.57	17,050.09	267,361.00					
	Key 1100168000 Total:	(1,242,023.66)	(957,612.57)	(17,050.09)	(267,361.00)					

CHARLESTON COUNTY FY16 ELECTIONS BUDGET DETAIL

ELECTIONS & VOTER REGISTRATION

GENERAL FUND

GENERAL GOVERNMENT

Mission: The Elections and Voter Registration Office conducts local, State, and Federal elections and ensures every eligible citizen in Charleston County has the opportunity to register and vote in an efficient, transparent, and equitable manner as mandated by Federal and State laws.

Services Provided:

- Serve as Absentee Precinct for all elections
- Provide petition verification
- Educate civic groups, students, and public groups about election procedures

Departmental Summary:

	FY 2013 <u>Actual</u>	FY 2014 <u>Actual</u>	FY 2015 Adjusted	FY 2016 Approved	<u>Change</u>	Percent <u>Change</u>
Positions/FTE	10.00	14.00	14.00	14.00	-	0.0
Intergovernmental Charges and Fees	\$ 394,584	\$ 342,958	\$ 176,500	\$ 473,387	\$ 296,887	168.2 0.0
TOTAL REVENUES	\$ 394,584	\$ 342,966	\$ 176,500	\$ 473,387	\$ 296,887	168.2
Personnel Operating Capital	\$ 1,515,430 428,691	\$ 1,342,097 327,114	\$ 1,311,982 460,129	\$ 1,381,455 577,142	\$ 69,473 117,013	5.3 25.4 0.0
TOTAL EXPENDITURES	\$ 1,944,121	\$ 1,669,211	\$ 1,772,111	\$ 1,958,597	\$ 186,486	10.5

Funding Adjustments for FY 2016 Include:

- Revenues represent local government contributions which supplement operating costs for local and national elections.
- Personnel costs reflect projected compensation, including the continuation of the longevity program and the addition of a merit pay program. Personnel costs also include temporary costs for the Presidential Preference Primary in January 2016 and the National Primary in June 2016.
- Operating expenditures reflect an increase in election costs to support the Presidential Preference Primary, National Primary, and some municipal elections in fiscal year 2016. This increase is offset by reduced costs allocated for the purchase of replacement batteries for the voting machines.

ELECTIONS & VOTER REGISTRATION (continued)

GENERAL FUND

GENERAL GOVERNMENT

Performance Measures:

Initiative I: Service Delivery

Department Goal 1: Provide voter education to the citizens of Charleston County through the demonstration of the iVotronic Voting System and distribution of election process brochures.

Objective 1: Conduct and participate in training programs and public outreach events to educate the citizens of Charleston County.

MEASURES:	<u>Objective</u>	FY 2014 <u>Actual</u>	FY 2015 <u>Actual</u>	FY 2016 Projected
Output:				
Number of active voters	1	247,892	254,696	260,000
Number of voters using iVotronic	1	65,715	104,271	145,979
Number of poll workers attending one or more required				
training sessions	1	2,156	1,000	2,525
Average number of classes conducted	1	48	24	63
Efficiency:				
Total cost per training class	1	\$180	\$220	\$240
Total hours to train	1	250	180	375
Outcome:				
Poll Managers issued passing score upon completion of				
training sessions.	1	2,094	1,000	2,525
Percent of poll managers with passing score	1	98.0%	99.0%	100%
Percent of precincts utilizing electronic poll books	1	100%	100%	100%

2016 ACTION STEPS

Department Goal 1

- Recruit and educate trainers to assist in poll worker training.
- Continue dialog with legislation to allow super-precinct concept.
- > Participate in workshops to develop requirements for new statewide voting system.
- > Implement Vote in Honor of a Veteran Program.
- > Schedule an open house with voter outreach concept.
- > Secure off-site absentee location for 2015-16 Presidential Preference Primaries and June Primary.
- > Conduct polling location accessibility survey.

Charleston County Organizational Budget Run Date: 06/04/15

134500001 Election/Voter Registration

Description Object Code	FY 2013 Actual	FY 2014 Actual	FY 2015 Adjusted	FY 2016 Approved	Amount Change	Percent Change
Revenues 42806 State Salary Supplement 42807 State Grants-Operating 42811 Local Govt Contrib-Operating 42930 Copy Charges	7,639 382,866 4,079 0	11,847 202,315 128,796 8	12,500 160,000 4,000 0	12,500 310,587 150,300 0	0 150,587 146,300 0	0.0 94.1 3,657.5 0.0
Total Revenues	394,584	342,966	176,500	473,387	296,887	168.2
Expenses Personnel 54001 Salaries and Wages - Regular 54002 Temporaries 54004 Boards and Commissions - Temp 54006 Non Exempt Overtime - Regular 54038 Merit Pay 54201 Fringe Benefits - Regular 54209 Fringe Merit 54400 Contracted Temporary Svc	454,549 668,247 58,730 27,125 0 299,865 0 6,914	559,768 441,972 60,892 3,917 0 272,101 0 3,447	589,737 318,273 58,143 18,362 0 315,067 0	633,107 368,769 58,143 18,362 1,059 294,592 423 7,000	43,370 50,496 0 1,059 (20,475) 423 (5,400)	7.4 15.9 0.0 0.0 0.0 (6.5) 0.0 (43.5)
Total Expenses Personnel	1,515,430	1,342,097	1,311,982	1,381,455	69,473	5.3
Expenses Operating 64603 Office Expenses 64617 Food and Related Supplies 64642 Repair and Maint Supplies 64654 Noncapital FF&E 64802 Special Legal Services 64826 Printing and Binding 64925 Radio Communications Fee 65404 Tort Liability Insurance 65500 Leases Land and Building 65504 Leases Miscellaneous Charges 65801 Training and Conference 66600 Telephone ISF Charges 66602 Wireless Tech ISF Charges 66701 Maint Contract Machinery 66702 Advertising 66703 Publications and Subscriptions	12,160 621 16,011 8,015 43,611 4,131 756 5,307 28,439 0 8,355 20,614 4,544 66,839 1,550 819	8,848 450 29 0 12,965 2,428 912 5,307 32,616 0 6,662 16,253 6,804 86,392 1,318 757	8,500 600 81,000 10,750 9,000 3,664 912 5,307 12,065 19,200 10,365 11,937 6,792 98,486 2,000 841	8,500 600 15,888 0 9,000 3,664 912 5,307 12,065 19,200 10,365 11,898 6,792 98,486 2,000 841	0 0 0 (65,112) (10,750) 0 0 0 0 0 0 (39) 0	0.0 0.0 (80.4) (100.0) 0.0 0.0 0.0 0.0 0.0 0.0 0.0

Charleston County Organizational Budget Run Date: 06/04/15

134500001 Election/Voter Registration

Description Object Code	FY 2013 Actual	FY 2014 Actual	FY 2015 Adjusted	FY 2016 Approved	Amount Change	Percent Change
		1				
66706 Dues Member & Accreditation 66709 Local Mileage Reimbursement	570 2,771	967 2,547	843 2,100	843 2,100	0	0.0
66719 Election Expenses-Reimbursable	54,144	30,701	27,127	27,391	264	1.0
66740 Election Expense-Non Reimburse	27,240	12,749	9,526	34,805	25,279	265.4
66750 Municipal Election Expense	200	20,892	4,000	150,300	146,300	3,657.5
66767 Maint Contract Software	0	0	0	27,895	27,895	0.0
66802 Motor Pool ISF	647	120	100	700	600	600.0
66806 Fleet Fuel ISF	1,512	1,340	1,012	900	(112)	
66902 Copier ISF	12,929	18,738	19,472	22,580	3,108	16.0
66905 Postage ISF	100,030	53,794	74,532	100,000	25,468	34.2
66907 Messenger Service ISF	3,027	3,027	3,027	3,027	0	0.0
67000 Records Storage ISF 67001 Records Services ISF	772	498	772	1,083	311 (36,199)	40.3
67001 Records Services 15F	3,077	0	36,199	0	(36,199)	(100.0)
Total Expenses Operating	428,691	327,114	460,129	577,142	117,013	25.4
			-			
REVENUE	394,584	342,966	176,500	473,387	296,887	168.2
INTERFUND TRANSFER IN	0	0	0	0	. 0	0.0
AVAILABLE	394,584	342,966	176,500	473,387	296,887	168.2
	=========	=========	=======================================	=========	========	=======
Personnel	1,515,430	1,342,097	1,311,982	1,381,455	69,473	5.3
Operating	428,691	327,114	460,129	577,142	117,013	25.4
Capital	0	0	0	0	0	0.0
EXPENDITURES	1,944,121	1,669,211	1,772,111	1,958,597	186,486	10.5
INTERFUND TRANSFER OUT	0	, 0	0	0	0	0.0
DISBURSEMENTS	1,944,121	1,669,211	1,772,111	1,958,597	186,486	10.5
	=========	========	=========	=========	=========	=======

GREENVILLE COUNTY FY16 ELECTIONS BUDGET DETAIL

County of Greenville Budget Document

REGISTRATION AND ELECTION

1,2,3, **VOTE**!

Description

The Registration and Election Division is responsible for registering all voters in Greenville County and placing them in the proper precinct, Senate, House, School, and Public Service Districts, special taxing districts, and City Council districts and/or municipalities. This division is also responsible for conducting local, state, and federal elections.

Financial Data

The two-year budget for the Registration and Election Office for FY2016 and FY2017 is \$2,068,470, which is 5.69% greater than the previous biennium budget. This increase is due to the inclusion of merit and benefit adjustments to personnel services and additional funding for licensing/maintenance for State mandated voting machines and software. A total of 12.42 full-time equivalent positions are provided for in the budget.

	FY2014 FY2014		FY2015	2015 FY2015		FY2016		FY2017		TOTAL				
REGISTRATION AND ELECTION		BUDGET ACTUAL BUDGET ACTUAL *		BUDGET		BUDGET ACTUAL * BUDGET		BUDGET			BUDGET			
PERSONNEL SERVICES	\$	781,744	\$	763,659	\$	806,970	\$	923,889	\$	825,072	\$	840,280	\$	1,665,352
OPERATING EXPENSES		111,557		57,179		111,557		93,934		111,557		111,557		223,114
CONTRACTUAL CHARGES		72,672		83,933		72,672		87,382		90,002		90,002		180,004
CAPITAL OUTLAY		-		-		-		-						-
TOTALS	\$	965,973	\$	904,771	\$	991,199	\$	1,105,205	\$	1,026,631	\$	1,041,839	\$	2,068,470
POSITION SUMMARY		33.00		33.00		33.00		33.00		33.00		33.00		
FTE SUMMARY		12.42		12.42	1	12.42		12.42		12.42		12.42		

^{*} FY2015 actual revenues/expenditures are unaudited as of the printing date of this document.

Goals and Performance Measures

Supports Long-Term Goal(s): III-Fiscal Condition

	Actual	Projected	Target	Target					
Performance Indicators	2014	2015	2016	2017					
Program Goal 1: To ensure the integrity of the electoral process by maintaining accurate voter registration rolls.									
Objective 1(a): To conduct a proactive public information process that increases the total number of registered voters by 3% annually.									
# registered voters	289,000	298,000	312,000	320,000					
% increase in number of registered voters	2.20%	3.11%	4.70%	2.56%					
Objective 1(b): To record changes and make corrections to voter registration records and provide proper precinct assignments with 95% accuracy within 1 week of notification to Registration and Election Office.									
# changes in voter registration records	7,000	2,000	9,000	2,500					
% errors in voter registration data	3%	2%	2%	2%					
% accuracy	97%	98%	98%	98%					
% changes in data made within 1 week	75%	80%	85%	90%					
Program Goal 2: To ensure the integrity of the electo	ral process by admi	nistering efficien	t elections.						
Objective 2(a): To plan, organize, and execute electic	ons within 150 days.								
# precincts supported	160	160	180	180					
# elections held (including runoff & special)	8	3	5	2					
Average time to execute an election	120 days	120 days	120 days	120 days					

Greenville County Voter Registration and Elections Budget for 2015-2016

Account Number 401603405001110100 401603405001110200 401603405001110400 401603405001111000 4016034050011111000 401603405001111200 401603405001111300 401603405001111400 401603405001111500 401603405001111500 4016034050011112700	Account Name SALARIES- FULL TIME SALARIES- PART TIME SALARIES- FT OVERTIME SALARIES- PT OVERTIME FICA POLICE RETIREMENT SC RETIREMENT DENTAL INSURANCE LIFE INSURANCE WORKERS COMPENSATION UNEMPLOYMENT INSURANCE HEALTH INSURANCE	Orig Approp 332926.00 300242.00 .00 .00 48433.00 .00 70023.00 2156.00 875.00 2148.00 19.00 68250.00
TOTALS FOR 1 SALARIES		825072.00
CLASS 2 OPERATING EXP	ENSES	
Account Number 401603405001200100 401603405001200300 401603405001200700 401603405001200900 401603405001201000 401603405001202900 401603405001220100 401603405001222100 401603405001225200 401603405001227100	Account Name COPY EXPENSE PRINTING & BINDING ADVERTISING MEMBERSHIPS & DUES PUBLICATIONS OPERATIONAL SUPPORT GENERAL TRANSPORTATION TRAINING/TRAVEL/CONFERENCE OFFICE SUPPLIES GENERAL MAINTENANCE TECHNICAL/PROFESSIONAL SERVICE	Orig Approp 3000.00 10800.00 1000.00 640.00 .00 1000.00 4000.00 12600.00 8300.00 53217.00 17000.00
TOTALS FOR 2 OPERATIN	G EXPENSES	111557.00
CLASS 3 CONTRACTUAL A	GREEMENTS	
Account Number 401603405001337000 401603405001337300	Account Name SERVICE CONTRACTUAL AGREEMENTS OPERATING LEASE AGREEMENTS	Orig Approp 90002.00 .00
TOTALS FOR 3 CONTRACT	UAL AGREEMENTS	90002.00
TOTALS FOR 40500 REGI	STRATION & ELECTION	1026631.00

SPARTANBURG COUNTY FY16 ELECTIONS BUDGET DETAIL

REGISTRATION AND ELECTIONS

The Registration and Elections Department must comply with all Federal, State and local laws pertaining to registration and elections. It also is responsible for all voter registration functions, preparation of ballots, establishing polling locations, training and assigning poll managers, conducting elections and runoffs when necessary, and processing absentee ballot requests.

DEPT NUMBER: 1-9123		R	EGISTRATION A	AND ELECTION	S	
	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	FY 2016/16	INC/DEC
FUNDING SOURCE(S)	ACTUAL	ACTUAL	ACTUAL	BUDGET	BUDGET	FY 16 - 15
General Fund	709,955	741,754	764,801	782,933	1,020,960	238,027
EXPENDITURES						
Personnel Services Expenditures	623,034	605,859	650,354	630,023	857,356	227,333
Operating Expenditures	78,892	135,894	102,741	152,910	163,604	10,694
Minor Capital	8,029	0	11,706	0	0	0
Other Expenditures	0	0	0	0	0	0
EXPENDITURE TOTAL	\$709,955	\$741,754	\$764 <i>,</i> 801	\$782,933	\$1,020,960	\$238,027
AUTHORIZED PERSONNEL	17	17	18	18	17	(1)

FY 2015/16 Budget Highlights & Initiatives

- Personnel services incorporate a 3.75% COLA adjustment as well as fund the mandatory South Carolina/Police Retirement System contribution rate increase.
- One part-time Registration & Election Deputy IV position is converted to full-time. During FY 2014/15 one position that had been moved to Registration & Elections during FY 2012/13 was moved back to GIS.
- The FY 2015/16 budget includes funding for a heavy election year, the November election, the GOP and Democratic Presidential preference primaries, the State primary and 4 spring-time municipal elections. The dramatic increase in personnel services includes overtime, temporary help and poll worker increases to man these elections.
- Operating expenses increase as well due to the number of elections; increases are seen in the election supplies accounts, contract service, and motor pool. A portion of the increase is offset by a decrease in onetime maintenance costs budgeted in FY 2014/15.
- Telephone expenses decrease with the change to VoIP. Operational savings repay debt service associated with the project.

Goal:

To ensure every eligible citizen has the opportunity to register to vote; to conduct fair and impartial elections; to ensure that all citizens have the assurance that their votes will count.

Objectives:

- Proper care, maintenance and security of the electronic voting machines
- Increase the number of certified poll workers
- Digitization of all voter records to achieve electronic retrieval of voter information to include signature and photo ID when necessary
- Implement Early Voting Centers as required by law

01	GENERAL FUND	BUDGET	SUMMARY	REPORT	
09	EXPENDITURES		2016		
		RUN I	DATE 03/1	LO/16	

001 PAGE

1

			KUN	DAIL 03/10/10					
ACCT	DESCRIPTION	ORIGINAL BUDGET	SUPPL BUDGET	TOTAL BUDGET	ENCUMBER	ACTUAL REV/EXP	E PCT 56.95	BALANCE	R PCT 46.95-
	09123 REGISTRATION & ELEC	CTIONS							
91010	SALARIES	381,910.93-	2,204.00-	384,114.93-	.00	266,155.12	69.29	117,959.81-	30.71
91011	OVERTIME	11,232.00-	.00	11,232.00-	.00	11,392.82	101.43	160.82	1.43
91055	TEMPORARY HELP	23,625.00-	.00	23,625.00-	.00	5,920.00	25.06	17,705.00-	74.94
91063	POLL WORKERS	296,580.00-	.00	296,580.00-	.00	65,293.86	22.02	231,286.14-	77.98
91510	FICA	31,965.36-	169.00-	32,134.36-	.00	20,995.52	65.34	11,138.84-	34.66
91520	S C RETIREMENT	49,493.76-	245.00-	49,738.76-	.00	32,997.65	66.34	16,741.11-	33.66
91530	POLICE RETIREMENT	500.00-	.00	500.00-	.00	123.67	24.73	376.33-	75.27
91540	GROUP INSURANCE	60,880.00-	.00	60,880.00-	.00	34,879.35	57.29	26,000.65-	42.71
91550	WORKMENS COMPENSATION	1,168.58-	2.00-	1,170.58-	.00	682.51	58.31	488.07-	41.69
92500	MILEAGE	3,738.00-	.00	3,738.00-	.00	711.52	19.03	3,026.48-	80.97
92528	TRAINING	8,990.00-	.00	8,990.00-	.00	1,701.68	18.93	7,288.32-	81.07
92700	OFFICE SUPPLIES & EXPENSE	6,750.00-	.00	6,750.00-	.00	5,181.40	76.76	1,568.60-	23.24
92704	COPIER EXPENSE	600.00-	.00	600.00-	.00	381.21	63.54	218.79-	36.47
92905	ELECTION SUPPLIES - NON R	1,690.00-	.00	1,690.00-	.00	1,589.02	94.02	100.98-	5.98
92906	ELECTION SUPPLIES	28,706.00-	.00	28,706.00-	21.18	24,968.33	87.05	3,716.49-	
93302	CONTRACT SERVICES	33,550.00-	2,620.00	30,930.00-	.00	.00		30,930.00-	
93505	MOTOR POOL CHARGES	5,000.00-	.00	5 , 000.00-	.00	3,252.46	65.05	1,747.54-	34.95
93600	TELEPHONE/FAX	2,680.00-	.00	2,680.00-	.00	3,906.61	145.77	1,226.61	45.77
94102	MAINTENANCE-VOTING MACHIN	71,900.00-	12,603.00-	84,503.00-	38.72	75,828.14	89.78	8,636.14-	10.22
	*REGISTRATION & ELECTIONS	1,020,959.63-	12,603.00-	1,033,562.63-	59.90	555,960.87	53.80	477,541.86-	46.20
*	*LEVEL TWO 009	1,020,959.63-		1,033,562.63-	59.90	555,960.87	53.80	477,541.86-	
	*LEVEL ONE 001	1,020,959.63-	12,603.00-	1,033,562.63-	59.90	555,960.87	53.80	477,541.86-	46.20
* * *	*GRAND TOTAL	1,020,959.63-	12,603.00-	1,033,562.63-	59.90	555 , 960.87	53.80	477,541.86-	46.20

APPENDIX A

Voter Registration & Elections

Request of Action

Additional Information

March 2016

Greenville County

FY2014 Budget	FY2015 Budget	FY2016 Budget
\$965,973.00	\$991,199.00	\$1,026,631.00
	Charleston County	
FY2014 Actual	FY2015 Adjusted	FY2016 Approved
\$1,669,211.00	\$1,772,111.00	\$1,958,597.00
	Richland County	
FY2014 - Actual	FY2015 - Approved	FY2016 - Approved
\$2,127,231.00	\$1,263,928.00	\$1,248,584.00
	Spartanburg County	
FY2013/14 Actual	FY2014/15 Budget	FY2016/16 Budget
\$764,801.00	\$782,933.00	\$1,020,960.00

^{*}Greenville County's Budget does not reflect election poll worker payments*

General Fund Department Detail

Кеу	Key Name:	Object Group	Object	Object Description	FY 15 A	pproved	Less, One-Time Costs	Salary Adjustments	Preliminary Base Budget	New Positions	Total Request	PY16 Recommended							
100168000	Elections & Voter Registration	Personnel	511100	Salaries and Wages	5	748 382		S (3,262				1							
		1 1 2 2 2	511200	Overtime		5,000	-	3 (3,202	5,000	-		-							
		7	511300	RC Part-time Wages		130,000			130,000	7	27,000	5,00							
	1		511400	Per Diem - Board/Baliff		8,000			8,000	-	200,000	130,00							
			511800	Temporary Employment Agency		0,000		-	8,000		8,000	8,00							
			512200	FICA Employer's Share		67.579			67,329	6,197	155,707	*							
			513100	SC Regular Retirement		82,119			81,763	8.829		67,32							
				SC Police Retirement		-			01,700	0,029	213,280	82,96							
		Personnel Total			\$	1,041,080		\$ (3,262	-	\$ 96,026	\$ 1,431,107	\$ 1,038,41							
		Operating	521000	Office Supplies		16,400		1	15,400	30,020	30,000	16,40							
			521300	Copy Machines		1,500	-		1,500		6,850	1,50							
			521400	Membership and Dues		1,000			1,000		1,000	1,00							
			521500	Travel		300			300		300	30							
			521600	Oil & Lubricants		1,183			1,183		2,500	1,18							
			521700	Repairs - Vehicles		2,130	_		2,130		2,130	2,13							
	1		521900	Automotive - NonContract		1,000			1,000	-	1,000	1,00							
				522100	Telephone Service		575			575		1,000	50						
										3		525300	Voting Machines		1,000			1,000	
			526100	Advertising		1,400		141	1,400	21	20,000	1,40							
			526200	8eepers/Cell Phones/Pagers		2,000	-	4	2,000		7,300	2,00							
	1		526300	Rent		750		-	750	1	5,600	75							
			526400	Employee Training		4,390			4,390	1 2	10,000	4.39							
			526500	Professional Services		1,250			1,250	Le l	95,825	1,25							
	1		526501	Temporary Employment Agency		160,481		- 1	160,481		1,146,060	160,48							
	1		529500	Non-Capital Assets Under \$5000						1.11	90,000	100,40							
			529600	Non-Capital Computers		1					18,000	-							
	1	Operating Total			s	195,359	\$ -	5 -	\$ 195,359	\$.	\$ 1,467,565								
		Data Processing	547100	Program Maintenance & Licens	_	27,489	-	-	27,489	Te I	140,000	27,485							
		Data Processing T	otal		5	27,489	\$ -	\$ -	\$ 27,489		\$ 140,000	\$ 27,48							
	Elections & Voter Registration Sum					1,263,928		(3,262		96,026	3,038,672	1,261,18							
		1% budget reduct	ion Total		5		\$.	\$ -	5 -	\$ -	5 -	\$ (12,60)							
0168000 Tota					\$	1,263,928	\$.	5 (3,262	\$ 1,260,060		\$ 3,038,672	T							

FY2016 Elections

Actual Expenses - November 2015

 City of Columbia
 \$147,481.00

 Town of Blythewood
 \$1,341.94

 Town of Irmo
 \$4,380.35

 Actual Expenses Total – November 2015:
 \$153,203.29

Projected Expenses - February 2016

Republican Presidential Preference Primary \$180,000

Democratic Presidential Preference Primary \$180,000

Projected Expenses Total – February 2016: \$360,000

Projected Expenses - June 2016

Primary Election \$171,000

Run-Off (Potential) \$171,000

Projected Expenses Total - June 2016: \$342,000

Actual & Projected Expenses Total: \$855,203.29

* * *

Recurring Capital Costs

Maintenance	& License Fee
Total Co	: \$106,739.10

Non-Recurring Capital Costs

Item	Cost
Motherboard Batteries	\$70,937.69
Phones	\$6,750.00
Printers	\$11,777.68
Voting Machine Purchase	n/a
Voting Machine Repairs	n/a
Curbside Signage – Election Equipment	\$3,296.52
Polling Location Supplies – Laptop Batteries	\$9,519.30
Related Equipment / Supplies	\$20,188.61
Total:	\$229,208.90

Motherboard Batteries

Motherboard batteries were last replaced in 2010 for many of the County's iVotronic machines. The iVotronic internal motherboard batteries have an expected 'useful life' of 5 years which represents the time between the day the battery was installed in an iVotronic terminal until the battery no longer reliably holds a charge thus rendering the iVotronic terminal unusable. With many elections in the future, the department desires to ensure that all iVotronic machines are in proper working condition and ready to be deployed at any and all times for elections.

Quantity	Item Description	Price	Total
939	Replace iVotronic Motherboard Batteries	\$69.95	\$65,683.05
	Taxes:		\$5,254.64
	Grand Total:		\$70,937.69



Date Quoted 9/16/2015



3731 Trent Road • New Bern, NC 28562 (252) 633-3197 x.118 • Fax (252) 633-4424 • www.printelect.com

Contact	d County S Goodwin	Reference To (1) 939-Motherbo (2) (3) (4) (5)	ard Battery Replac	ement
Part #	Quantity 939	Description Replace iVotronic Motherboard Batteries	Price \$69.950	Total \$65,683.05
Custom	structions er is on Silv a 4 year pe	ver Plan and will receive two preventative maintenance eriod.		4-
			Quote By: Michael	Lemons

Phones - Call Center

Richland County currently has 149 polling locations located within the county. On Election Day, the department responds to calls from the general public, media representatives, legislation members, and Richland County citizens. In the past, due to the high call volume, poll workers experienced difficulties in getting through to department personnel to address critical issues at the polls. In response to this issue, the department implemented an Election Day call center equipped with experienced poll workers who respond to all calls received from Richland County poll workers who are assigned to their respective polling locations.

In past years, the call center has been able to utilize approximately 20 phones that were borrowed from Richland County's IT Department. Unfortunately, beginning in 2016, the department will no longer be able to utilize IT's phones and must purchase their own phones to use during elections.

Quantity	Item Description	Price	Total
20	Cisco Unified IP Phones	\$280.00	\$5,600.00
20	UC Manager Essential – Less than 1K Users	\$28.00	\$560.00
20	SWSS Upgrades UC Manager Essential	\$4.50	\$90.00
	Taxes		\$500.00
	Grand Total:		\$6,750.00



NWN Corporation - Charlotte 2520 Whitehall Park Dr #250 Charlotte NC 28273 Phone:704-496-6961 Tax ID# 04-3532235

Quote for:

Richland County Finance Departm... PO Box 192 2020 Hampton St Columbia SC 29202 United States

Quote

Date Quote #

Expires Sales Rep TeleSales Rep Project Terms

Quote Title

9/28/2015 QT105807

10/31/2015 Christopher, Brent Christopher, Brent

Net 30

Cisco Phones

Ship To:

Dan Cole Richland County 2020 Hampton Street Suite 1007 Columbia SC 29204 United States

CP-7942G= LIC-CUCM-ESS-A CON-ECMU-CUCMESS A	20 UC Ma 20 SWSS	Unified IP Phone 7942 anager Essential - Less than 1K U S UPGRADES UC Manager Essen K User	sers tial - Less	280.00 28.00 4.50	5,600.00 560.00 90.00
		TT OKAY TAN CAL			

Printers

On a daily basis, the department is responsible for printing voter registration cards, disposition letters, photo ID's, absentee applications, absentee ballots, poll clerks and manager letters, as well as daily printing needs of a growing department. Many of the department's printers are over 10 years old and are no longer able to withstand the volume of printing needed for the department. The department is requesting permission to purchase the printers needed to handle the high volume of printing that is required of the department.

Quantity	Item Description	Price	Total
1	HP LaserJet Enterprise Multifunction Printer		\$4,394.90
4	HP LaserJet Enterprise 600 M602x Printers	\$1,381.43	\$5,525.72
4	Envelope Feeders	\$246.16	\$984.64
	Taxes		\$872.43
	Grand Total:		\$11,777.69



Southern Computer Warehouse 1395 S. Marietta Parkway Building 300 Marietta, Georgia 30067 United States http://www.scw.com

(P) 877-GOTOSCW

(F) 770.579.8937

Date

Jul 27, 2015 10:43 AM EDT

Doc#

1035804 - rev 1 of 1

Description

HP LaserJet Enterprise 700 MFP M775f

SalesRep

Swing, Kelly (P) 770-579-8927 ext. 297

Customer Contact

CC523A#BGJ

Ayers, Jasmine (P) 803,576,2017 AyersJ@rcgov.us

Customer

Richland County SC (A11279) Ayers, Jasmine Finance Department PO Box 192 Columbia, SC 29202 United States (P) 803 576-2128

Bill To

Richland County SC Payable, Accounts Finance Dept. PO Box 192 Columbia, SC 29202 United States

Ship To

Richland County SC WHSE, Receiving Information Technology Department 2020 Hampton St., Ste. 3014 Columbia, SC 29204 United States (P) 803 576-2128 (F) 803 576-2128

Customer PO:

Terms: Undefined

Ship Via: GROUND

Special Instructions:

Carrier Account #:

1 HP LaserJet Enterprise 700 MFP M775f

Multifunction printer - color - Jaser - Ledger/A3 (11.7 in x 17 in) (original) - A3/Ledger (media) - up to 30 ppm (copylng) - up to 30 ppm (printing) - 1350 sheets - 33.6 Kbps - USB 2.0, Gigabit LAN, USB host, 2 x USB host (internal)

Note: Pricing Includes dock-to-dock shipping; Please let us know if liftgate or inside delivery is needed for your location.

PROMO EXPIRES 7/30/2015

Subtotal:

\$4,394.90 Tax (8.000%): \$351.59 Shipping: \$0.00

> Total: \$4,746.49

\$4,394.90 \$4,394.90

Quote valid for 30 days unless formal bid provides different term. Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number, RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when involced.

All prices are subject to change without notice. Supply subject to availability.



Southern Computer Warehouse 1395 5 Marietta Parkway Bldg 300 Suite 106 Marietta, Georgia 30067 United States http://www.scw.com

Qualities

Date

Aug 7, 2014 10:32 AM EDT

Doc #

923457 - rev 1 of 1

Description

HP LaserJet Enterprise 600 M602x;

Envelope Feeder

SalesRep

Taylor, Brenna

aw@rcgov.us

(P) 877-468-6729 ext. 289

Customer Contact

Weathersby, Angela (P) 803-576-2012

Customer Richland County SC (A11279) Finance Department PO Box 192 Columbia, South Carolina 29202 (P) 803 576-2128 Bill To Richland County SC Payable, Accounts Finance Dept. PO Box 192 Columbia, South Carolina 29202 Ship To Richland County SC WHSE, Receiving Information Technology Department 2020 Hampton St., Ste. 3014 Columbia, South Carolina 29204 (P) 803 576-2128

Customer PO:

None

Terms: Undefined Ship Via: GROUND

Special Instructions:

None

Carrier Account #:

None

			æ	200		
i	HP LaserJet Enterprise 600 M602x Printer - monochrome - Duplex - laser - A4/Legal - 1200 dpi - up to 52 pprit - capacity: 1100 sheets - USB, Gigabit LAN	CE993A#BGJ	i	Yes :	\$1,381.43	\$1,381.43
2	HP Envelope Feeder Envelope feeder - 75 sheets in 1 tray(s) - for LaserJet Enterprise 600 MG01, 600	CE399A	1	Yes	\$246.16	\$246.16

Subtotal: \$1,627.59

Tax (8.000%): \$130.21

Shipping: \$0.00

Total: \$1,757.80

Quote valid for 30 days unless formal bid provides different term. Promotional preing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number.

These prices may not include applicable taxes, insurance, shipping, delivery, sutup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

Maintenance & License Fee

The department is required to pay a yearly maintenance and licensing fee to Election Systems & Software which provides hardware maintenance, software maintenance and technical support of the following:

Hardware Maintenance, Software Maintenance & Support

- 1142 iVotronic Machines
- On-Site Repairs of iVotronic Machines & Equipment
- Model 650 Scanner
- Unity Ballot Image Manager
- Unity Ballot on Demand
- Unity Data Acquisition Manager
- Unity Election Data Manager
- Unity Election Reporting Manager
- Unity Hardware Program Manager
- Unity iVotronic Image Manager

Quantity	Item Description	Price	Total
	Maintenance & Licensing Agreement		
	Grand Total:		\$106,739.10



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



BILLTO: Richland County, South Carolina PO Box 192

SHIP TO: Richland County, South Carolina Election Commission 2020 Hampton St

Columbia, SC 29202-0192

Columbia, SC 29202-0192

ACCOUNT NO.	USAME DESCRIPTION OF THE PROPERTY OF THE PROPE	ORDER NO.	SALE	S REP	SHIP VIA
R30345	HMA/FMA/SMA 2015-2016 NET 90 DA	1014859	2861		ES&S DEL
QTY. ORDERED	DESCRIPTION		UNIT PRICE	UOM DISC %	EXTENDED PRICE
	Coverage Date 07/01/15-06/30/16				
120-150	Election Ref: NA				
1.00	Annual Firmware Mtc	1	4964.400000	EA	14,964.40
1.00	Firmware Usage Agrmt-650		.000000		.00
947.00	Firmware Usage Agrmt-iVotronic		.000000		.00
195.00			15.800000		3,081.00
1.00	Gold-HDW Mtc/Support-650		3097.650000		3,097.65
1.00	Sftw Maint Agrmt-Unity EDM Election Data Manager		.000000		.00
1.00	Sftwr Maint Agrmt-BOD Ballot on Demand		.000000	EA	.00
1.00	Sftwr Maint Agrmt-Unity BIM Ballot Image Manager		.000000	EA	.00
1.00	Sftwr Maint Agrmt-Unity DAM Data Acquisition Manager		.000000	EA	.00
1.00	Sftwr Maint Agrmt-Unity ERM Election Reporting Manager		.000000	EĀ	.00
1.00	Sftwr Maint Agrmt-Unity HPM Hardware Programming Manager		.000000	EA	.00
1.00	Sftwr Maint Agrmt-Unity IVIM Ivotronic Image Manager		.000000	EA	.00
195.00	Silver-Hardware Mtc Ivotronic		33.560000	En.	C 544 00
	Silver-Hardware Mtc Ivotronic		65.000000		6,544.20 61,555.00

FREIGHT DISCOUNT SHIPPING 8 HANDLING TOTAL

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU!



Election Systems & Software 6055 Paysphere Circle Chicago, IL 60674 (877) 377-8683



BILL TO: Richland County, South Carolina PO Box 192

SHIP TO: Richland County, South Carolina Election Commission 2020 Hampton St

Columbia, SC 29202-0192

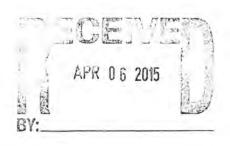
Columbia, SC 29202-0192

ACCOUNT NO	DUNT NO. CUSTOMER P.O. NUMBER TERMS ORDER NO. SALES REP		SREP	SHIP VIA		
R30345	HMA/FMA/SMA 2015-2016	NET 90 DA 1	014859	2861		ES&S DEL
OTY ORDERED	DESC	RIPTION		UNIT PRICE	DISC. %	EXTENDED PRICE

Coverage Date 07/01/15-06/30/16 Election Ref: NA 1,00 Unity Software Mtc Maintenance

17496.850000 EA

17,496.85



| INVOICE NO | ACCOUNT NO. | AMOUNT | 925286 | R30345 | 106,739.10 | USD

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT. THANK YOU!

Election Systems & Software

ABA Routing No: 071000039 Account No: 5800923558

Curbside Signage - Election Equipment

The Protection and Advocacy for People With Disabilities released a report titled *The Right to Vote in South Carolina: People with Disabilities Still Have Unequal Access to the Electoral Process* which summarized the findings of the polling place accessibility surveys conducted at 303 polling places in 38 counties across South Carolina on November 4, 2014.

Based on the report that Richland County received, the department is requesting to purchase 150 disabled parking signs and cones to ensure all polling locations are equipped with curbside voting areas marked with signage.

Quantity	Item Description	Price	Total
150	Handicap Signage		\$1,901.29
150	Premium 28" Traffic Cones Revolution Series w/2 Reflective Collars 4" and 6"	\$18.96	\$2,844.00
	Shipping		\$225.00
	Taxes		\$379.62
	Grand Total:		\$5,349.91



ESTIMATE

Another Printer, Inc. 10 Bush River Court Columbia, SC 29210 (803) 798-1380

No.

E#44987

Date

8/21/2015

Customer P.O. No.

Richland County Election Commission 2020 Hampton Street (PO Box 192) Columbia SC 29204 Becky Brown

Becky Brown Phone: 576-2241 Fax: 576-1510

E-mail: brownb@rcgov.us

QUANTITY	DESCRIPTION	AMOUNT	
150	Handicap Signs for Street Cones, In Color Printed 2 Sided, Ap Handicap Layout, House Delivery to (1) Location Included	opox. 13" x 13" , Standard	1,901.29
		SUR	
	EE QUOTED CAMERA READY , IF ES ARE NOT CAMERA READY, THERE	SUB	
ROVIDED FILI	ES ARE NOT CAMERA READY, THERE RGE TO MAKE FILES CAMERA READY.	SUB TAX	
PROVIDED FILI VILL BE A CHA BECAUSE IT IS CAMERA READ	ES ARE NOT CAMERA READY, THERE		



723 N EMROY AVE. ELMHURST, IL. 60126 Toll Free: 1-800-880-3073 USA CELL 1-773-297-8776 www.Roadtech.com www.BostonSafety.com

QUOTE

DATE September 29, 2015

CELEBRATING 22 YEARS 9000+ CUSTOMERS WORLDWIDE

TO

RICHLAND COUNTY BOARD OF ELECTIONS

BECKY BROWN

2020 HAMPTON STREET COLUMBIA, SC. 29204

803-576-2241

MARKETING	REP	
GOOGLE	KEVIN	

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
150	PREMUIM 28" TRAFFIC CONES REVOLUTION SERIES	\$18.96	\$2,844.0
	TWO REFLECTIVE COLLARS 4" AND 6"		
1	SHIPPING CHARGE	\$225.00	\$225.0
	***CREDIT CARD ***		•
	ALL ORDERS SHIP 5-7 BUSINESS DAYS		
			•
		-	•
		SUBTOTAL	\$3,069.00
		SHIPPING TOTAL	\$3,069.99



Polling Location Supplies - Laptop Batteries

Laptop batteries are needed on Election Day, for poll managers to utilize laptops containing the electronic version of the paper voter registration lists to search for voters and record voting participation. At the end of the day, poll clerks return the laptops to the county election office. The election staff then extracts the participation information from the precinct and it is transmitted to the State Election Commission to provide voters credit for voting in the election.

Using laptops instead of paper voter registration lists enables poll managers to process voters quicker on Election Day and makes it is easier to find and mark the proper voter. Additionally, poll managers are able to search for voters and direct them to their proper precinct as well as create reports that detail the number of individuals who voted at a particular polling location on Election Day.

Item Description	Price	Total
Battery Packs	\$70.43	\$8,803.75
Shipping		\$11.25
Taxes		\$704.30
Grand Total:		\$9,519.30
	Battery Packs Shipping Taxes	Battery Packs \$70.43 Shipping Taxes



HP Parts Ordering Quote sheet

Name	
Name	
-	
01/26/2016	
	Name -

Quote information

- _X_ The following are list prices for the parts you requested, including shipping cost options
- The following are discounted prices based your HP PDO account for the parts you requested. Shipping options are included,

The exchange part[s] listed does have an associated core charge. This core charge will either be returned to you or not billed [depending on method of payment) upon core return to HP. Please return defective core within 30 days of receiving replacement.

Part	Information			
24.77	List Price (050)	Detective Only Character (088)		reini Price
7-7715-631 — Contact HP Battery pack (Primary) - 4-cell lithium-ion (Li- Ion), 2.8Ah, 41Wh	7ú.43	∿.00	125	3365.75
	Ord	er subtotal (USD)		2302.75
		W.W	eath	ersluy
Shippi Standard Standard 3-4 bus	ng Methods iness day delivery	\$11.25 (USD).	<i>Y</i> -	

Expedite 1-2 business day delivery \$16.95 (USD).

Shipping will appear as a separate line item. Please note Shipping and Handling charges can only be determined if the shipping address has been provided.

- Taxes are not included
- Standard Shipping is 3-4 business days. Next business day Shipping is same day or 1-2 business days.
- If claiming tax exempt; please fax a copy of a signed tax exempt certificate email it to the following email address or fax #, email: hppstax@hp.com or fax # 866 894 4717.

Related Equipment / Supplies

Quantity	Item Description	Total
360	PEB Batteries	\$5,812.56
20	Communication Pack Printer Cables	\$445.25
40	PEB Bands – Green	\$110.50
2000	Pull Up Seals – Red Bar Coded	\$478.05
2000	Tamper Evident Seals – Red Bar Coded	\$583.20
40	Red/Blue Barcode Seals- Barcode & Numbered	\$1,627.64
20	Barcode Large Pull Seals - Blue Barcode	\$830.42
	Election Ballots & Signage	\$8,390.52
12	Window Envelopes - Cases	\$1,200.00
50	Disposable Headphones – ADA Voting Machines	\$89.50
3	File Cabinets	\$160.50
	TBD – Miscellaneous Election / Office Supplies	\$460.47
	Grand Total:	\$20,188.61



BILL TO Richland Regist. & Elections 2020 Hampton Street Columbia, SC 29201 INVOICE # 6603 DATE 12/31/2015 DUE DATE 01/30/2016 TERMS Net 30

OS6652	BALANCE	DUE	\$	55,382.00
Field Services Replace PEB Battery	12/31/2015	360	14.95	5,382.00
ACTIVITY	DATE	QTY	RATE	AMOUNT



BILL TO Richland Regist. & Elections 2020 Hampton Street Columbia, SC 29201 INVOICE # 6584 DATE 12/31/2015 DUE DATE 01/30/2016 TERMS Net 30

## DATE OTY RATE AMOUNT Field Services 12/31/2015 20 20.00 400.00	OS06648	BALANCE	DUE		\$413.25
Field Services 12/31/2015 20 20.00 400.00		12/31/2015	1	13.25	13.25
ACTIVITY DATE OTY RATE AMOUNT		12/31/2015	20	20.00	400.00
	-ACTIVITY	DATE	OTY _	RATE	AMOUNT

92 of 305



BILL TO Richland Regist. & Elections 2020 Hampton Street Columbia, SC 29201 DATE 12/31/2015
DUE DATE 01/30/2016
TERMS Net 30

ACTIVITY	DATE	QTY	RATE	AMOUNT
Field Services Comm. Pack Printer Cables - SC Pigtail	12/31/2015	20	20.00	400.00
FRT Shipping and Handling	12/31/2015	1	13.25	13.25
OS06648	BALANCE	DUE		\$413.25



BILL TO Richland Regist. & Elections 2020 Hampton Street Columbia, SC 29201

INVOICE # 6803 DATE 02/24/2016 DUE DATE 03/25/2016 TERMS Net 30

ACTIVITY	DATE	QTY	RATE	AMOUNT
Field Services Green PEB Color Bands	02/24/2016	40	2.25	90.00
FRT Shipping and Handling	02/24/2016	1	13.30	13.30
OS06692	BALANCE	DUE		\$103.30



P.O. Box 769 Blythewood, SC 29016 803-333-8001

Invoice

Date	Invoice #
2/8/2016	01-1012

Bill To:

Voter Reg. & Elections 2020 Hampton St. Suite 1007 Columbia, S.C. 29204 Ship To:

SAME

P.O. No.	Date Ordered	Ship Date		Ship Via	FOB
Verbal	01/20/16	01/20/16		Best Way	Origin
Rep	Ter	ms	Due Date		Notes
HSE	Ne	30	3/9/2016		Thank you!

Item	Ordered	Shipped	Description	Rate	Amount
9001	2000	2,000	Model 9001 Pull Up Seal - Red Bar Coded	0.21	420.00T
TMPR-EV	2000	2,000	Tamper Evident Seals - Red Bar Coded - Non Residue	0.27	540.00T
Shipping Ch			Cost to ship item to customer	24.45	24.45

Thank you for your Business!

Subtotal:

\$984.45

Sales Tax: (8.0%)

\$76.80

Total:

\$1,061.25



Intab, LLC. P.O. Box 1589 Hillsborough NC 27278 Phone 1.800.232.1872 Fax 336.578.6597 Fed. I.D. 47-4241841

Page Date Order Number

1 02/22/16 145110A

CHERYL GOODWIN
RICHLAND COUNTY
ELECTION SYSTEMS COORDINATOR
2020 HAMPTON ST STE 1062
COLUMBIA, SC 29204



Customer Number	Sales I.D.		Purchase Order Number	Media Code		Te	erms	
27304	EB/EB		lillian mcbride	E11/	NET 3	30, DU	E:03/23	/16
Credit Card Nu	mber	Type		Phone Number	Total Weight	Zone	Pkgs.	Ship Via
			(8	03) 576-2240	50.0 Lbs	3	4	UPC

Message:

Try shopping online at www.intab.net!

Quantity 20	0	Shipped					
	J	20	03-1331 003 BLUE	Barcode Large Pull Tite Seals Blue, Barcode and Numbered, 100 Seals	35.9500		719.00
20	0	20	03-1331 001 RED	Barcode Large Pull Tite Seals Red, Barcode and Numbered, 100 Seals	35.9500		719.00
1	0	-	SPEED	Same Day Speed Service	10.0000		10.00
		ULINE 800.	201	Extra Care: Special Same Day Processing MERCHANDIS SHI	PPING & HAN INVOICE T BAL	DLING OTAL: ANCE:	\$ 64.60 \$ 1512.60
				96 of 305			



Intab, LLC. P.O. Box 1589 Hillsborough NC 27278 Phone 1.800.232.1872 Fax 336.578.6597 Fed. I.D. 47-4241841

Page Date Order Number
1 01/25/16 144732A

CHERYL GOODWIN
RICHLAND COUNTY
ELECTION SYSTEMS COORDINATOR
2020 HAMPTON ST STE 1062
COLUMBIA, SC 29204



Customer Number	Sales I.D.	Purchase Order Number	Media Code		Term	1S
27304	SR /SR	Email Order	E11/	NET	30, DUE:	02/24/16
Credit Card N	umber	Туре	Phone Number	Total Weight	Zone	Pkgs. Ship
		((803) 576-2240	25.0 Lbs	3	2 UPC

Message:

Try shopping online at www.intab.net!

antity	B/O S	hipped	Item Number	Description	Unit Price	Disc.	Extension
20	0	20	03-1331 003 BLUE	Barcode Large Pull Tite Seals Blue, Barcode and Numbered, 100 Seals MERC Invoice		DLING TOTAL S ANCE S	\$ 32.30 \$ 771.30
				97 of 305			





Traditional & Digital Printing • Direct Mail Services Promotional Items . Signage

STATEMENT

Richland County Election Commission 2020 Hampton Street (PO Box 192) Columbia SC 29204

Payment Due By: 3/10/2016

Statement Date: 2/29/2016

Date	Inv#		Description	30	Paid	Balance
1/20/2016 1/22/2016 2/5/2016 2/10/2016 2/12/2016 2/12/2016 2/19/2016	95112 95142 95113 95168 95596 95684	Cheryl Goodwin E Cheryl Goodwin E Cheryl Goodwin E Cheryl Goodwin E	Blank Ballot Stock osentee Voting Sign Ballots - 2016 Republi Ballots - 2016 Democi Blank Ballot Stock Ballots - 2016 Democr	ratic Presiden		324.0 112.3 3,526.7 3,747.0 162.0 518.4
Cu ₁ 7,95	rrent	30 days 436.32	60 days 0.00	90+ days	Total Due	8,390.52

RICHLAND COUNTY SOUTH CAROLINA

Richland County Finance Bepartment

2020 Hampton Street, P.O. Box 192 Columbia, South Carolina 29202 Telephone (803) 576-2100

RECEIPT FOR SUPPLIES

D: [sten &	egistraturi)	Your Requisition No.	pine	<u> </u>
			Our Purchase Order Vendo: JOB NUMBER:	No	
ITEM	QUANTITY	DESCRI	PTION	UNIT	TOTAL
/	519.	#10 worder) omnotines	10000	500.00
/		with digital	printing	os.	
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AC	COUNT	AMOUNT	RECEIVED	AS INDICATED	The state of the s
1680)	\$500.00	Till 1	1180	1/2
15 2	10	/	Signature	D	ate / 40/

☐ The items listed above have been ordered from the vendor indicated for direct delivery to your office. Upon arrival,

Please receipt for the above listed supplies.

please sign the original of this form and return it to the Finance Office.

⁹⁹ of 305

RICHLAND COUNTY SOUTH CAROLINA

Richland County Jinance Department

2020 Hampton Street, P.O. Box 192 Columbia, South Carolina 29202

Telephone (803) 576-2100

RECEIPT FOR SUPPLIES

то:	Voten 4	egistratus	UW	Your Requisition No.	Chin	
	eleat					
		A MAIN		Our Purchase Order N	lo	
				JOB NUMBER:		
ITEM	QUANTITY		DESCRIPTION		UNIT	TOTAL
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() 00	DE THIS	The Life				
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30	3/0		Al	Signature	2 Mil Da	te // //
1.		Service Control				

Please receipt for the above listed supplies.

The items listed above have been ordered from the vendor indicated for direct delivery to your office. Upon arrival, please sign the original of this form and return it to the Finance Office.

RICHLAND COUNTY SOUTH CAROLINA

Richland County Jinance Department

2020 Hampton Street, P.O. Box 192 Columbia, South Carolina 29202 Telephone (803) 576-2100

RECEIPT FOR SUPPLIES

то:	Pater G	egistratura Clictims	Your Requisition NoOur Purchase Order No Vendo: JOB NUMBER:	10.	
ITEM.	QUANTITY	DESCRIPTIO	N .	UNIT	TOTAL
/	205	Higher Pr	ueting ?	100.00 p. case	2,00.00
		Milley			
() CO	DE THIS	and the second s			
168	COUNT 4	200.00 H	RECEIVED A	MINDICATED AND BY	12/11/20 Date

[☐] Please receipt for the above listed supplies.

The items listed above have been ordered from the vendor indicated for direct delivery to your office. Upon arrival, please sign the original of this form and return it to the Finance Office.

Shipping

Confirmation

Thank you for your purchase.

Should you need to contact us by telephone call 843.638,3033 M-F, 9-5 EST

Please print this page for your records.

If you have any questions about your order, please Contact Us

Shopping Cart

Item

SmithGear ID06PS Disposable Stereo Headband Headphones BULK

Unit Price

\$1.79

Qty.

Cost

In Stock Yes

\$89.50

Subtotal:

\$89.50

Shipping:

\$8.95

Tax: 56.27

Total: \$104.72

Order Confirmation

Confirmation

Order Date: 01/21/2016

Order Number: SG-121387

Ship To

Lillian McBride

Shipping Method: UPS Ground (1-5) Business Days

RC Voter Registration

2020 Hampton Street Columbia, SC 29204

803-576-2245

Bill To

Lillian McBride

RC Voter Registration

2020 Hampton Street

Columbia, SC 29204

803-576-2245

Mcbridel@rcgov.us (Will send order confirmation to this email)

Keep Shopping

Privacy Policy - Merchant's Privacy Policy

Pro Seller

DATE 02/03/2016

BUYING INSTITUTION: 50000015833 - 0000000

LILLIAN MCBRIDE

Line No.

1

2

3

Remarks

2020 HAMPTON STREET

COLUMBIA, SC 29204

Control #

164470023

164470033

166703023

WWW.SURPLUS.SC.GOV

STATE PROPERTY BILL OF SALE

SC Department of Administration General Services Surplus Property Office 1441 Boston Avenue West Columbia, SC 29170

(803) 896-6880

OUNTER	SALE	- BILL	OF	SALE

167552 - 1604650

Sales Type Public

GENERAL SERVICES TAX # 32-38245-8

Purchase Order No.

TYPE OF SALE (CODES)_

A - STATE AGENCY F - OTHER GOVERNMENT AGENCIES
B - COUNTY G - PUBLIC SALE -: TAXABLE

C - MUNICIPALITY H - PUBLIC SALE - NON-TAXABLE
D - SCHOOL DISTRICT I - COMPETITIVE SALE - TAXABLE

E - NON-PROFIT J - COMPETITIVE SALE - NON-TAXABLE

FEE SCHEDULE (CODES)

A - VEHICLES AND PROPERTY WITH A/C OVER \$5000.00

B - MISC, FIXED ASSETS WITH A/C UNDER \$5000.00

C - EXPENDABLE SUPPLIES

D - CONFISCATED PROPERTY

E - COMPETITIVE SALES

	Fee			Sales	Price	
Description	Schd	UOM	Qty	Unit	Total	
FILE CABINET	В	EA	1	40.00	40.00	
FILE CABINET	В	EA	1	30.00	30.00	
FILE CABINET	В	EA	1	80.00	80.00	
)AVEVL		S	ub Total ales Tax (7.00 otal	%)	150.00 10.50 160.50	
00 13 17			otal Amou	nt Paid	160.50	
8635/6221						

ALL PROPERTY SOLD AS IS WHERE IS
ALL SALES ARE FINAL - NO PROPERTY RETURNS
TEMP TAG MUST BE PURCHASED FOR
VEHICLES DRIVING ON S.C. HIGHWAYS

Visa

\$160.50

WAIVER OF ALL LIABILITY FROM THE STATE OF SOUTH CAROLINA FOR PROVIDING ASSISTANCE

PICKED UP BY

In consideration for the non-obligatory assistance provided with the moving, loading or other gratuitous efforts by the State regarding my purchased property, I agree to defend, hold harmless, and fully indemnify the State of South Carolina for any and all costs, expenses and damages, including attorney's fees, resulting from its assistance for any deason including that which may be caused by the negligence of the State or its personnel.

Signature / //

PROPERTY ISSUED BY

Dat

PICKED UP FROM DATE

CSR BB LILLIAN MCBRIDE

ent of the above institution. I certify that all property listed bereon will be used for the benefit of the

Being the duly authorized agent of the above institution, I certify that all property listed hereon will be used for the benefit of the above institution with no personal use involved. All state property sold to eligible donees has a 12 month restriction period.

Signature of customer or authorized agent

Title

Yate

Cost of Conducting City of Columbia General Election Runoff November 3, 2015

Number of Precincts: 74 plus 2 in Lexington County

Absentee: 2 Total: 78

	Account			
Cost Components	Number	Account Name	Elections	Runoff
Administrative:				Truston.
Copies for Poll Managers	521300	Copy Machine	\$350.00	\$0.00
Office Supplies	5 21000	Ballots, Ballot Stock, Office Supplies	\$2,095.00	\$600.00
Postage (PW letters 463 @ .47)(Reply Cards 463 @ .27)			\$345.00	\$0.00
Ballots:				
Absentee Application Postage (.49 @ 1054)			\$310.00	\$207.00
Absentee Ballot Postage (\$1.30 @ 234)			\$201.00	\$103.00
Ballot on Demand and Test (includes 8% tax @ 362 @.35)	521000	Ballots, Ballot Stock, Office Supplies	\$116.00	\$11.00
Emergency/ FailSafe ballots 2,430 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$918.00	\$0.00
Personnel Costs:				
Overtime for County Staff	511200	Overtime	\$4,101.00	\$1,808.00
Overtime for Payroll Staff			\$350.00	\$0.00
Part-time Staff	511300	RC Part Time Wages	\$4,012.00	\$2,452.00
FICA @ 7.65%	512200	FICA Employer's Share	\$541.00	\$0.00
** Office Staff (Pre Election) for Absentee/VR/Elections	511800	Temp Employment Agency	\$10,165.00	
**Office Staff (Election Day/Night) Equipment loaders/ Unloaders, Call				
Center, Absentee Counters	511800	Temp Employment Agency	\$4,680.00	\$4,560.00
** Poll Clerks 72/73@ \$180 per election	511800	Temp Employment Agency	\$12,960.00	\$13,140.00
** Poll Managers 264 @ \$120 per election	511800	Temp Employment Agency	\$31,680.00	\$27,720.00
** Assistant Clerk 21 @ \$150 per election	511800	Temp Employment Agency	\$3,150.00	\$2,850.00
** Polling Location Technicians 17 @ \$350 at polling locations	511800	Temp Employment Agency	\$5,950.00	\$5,950.00
**Poll Worker Retirement 10.6%	513100	SC Regular Retirement	\$5,306.00	
Facility Usage Fees	526300	Rent	\$100.00	\$100.00
Grace United Church			\$175.00	\$175.00
Virginia Wingard Memorial			\$150.00	\$150.00
Kilbourne Park Church				
		Total	\$87,655.00	\$59,826.00

Cost of Conducting City of Columbia General Election Runoff November 3, 2015

	11/3/2015	11/1//2015
**Election Day Workers (11/3/2015)		
Poll Clerks	72	73
Poll Managers	285	250
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	35	35
Polling Location Technicians at polling locations	17	17
Election Day Total Workers:	409	

RCVR 1.6.15 bb Updated w/ abs #'s 1/22/15bb updated to change date to 11/3/15

Cost of Conducting Town of Blythewood - Combined Precincts November 3, 2015

Number of Precincts: 4 in Richland County plus 1 in Fairfield County

Absentee: 1 Total: 6

Registered Voters 1795

	Account		
Cost Components	Number	Account Name	Total
Administrative:			
Copies for Poll Managers	521300	Copy Machine	\$50.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$0.00
Postage (PW letters 6 @ .47)(Reply Cards 6 @ .27)			\$5.00
Ballots:			
Absentee Application Postage (.49 @7)			\$3.43
Absentee Ballot Postage (1.30 @ 5)			\$6.50
Ballot on Demand and Test (.35 @10 includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$3.78
Emergency/ Provisional ballots 45 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$17.00
Failsafe ballots 35 @ .35 (includes 8% tax)		, , , , , , , , , , , , , , , , , , , ,	\$13.23
Personnel Costs:			
** Poll Clerks1 @ \$180 per election	511800	Temp Employment Agency	\$180.00
** Assistant Clerk 1 @150	511800	Temp Employment Agency	\$150.00
** Poll Managers 4 @ \$120 per election	511800	Temp Employment Agency	\$480.00
** Polling Location Technicians 1 @ \$350 at polling locations	511800	Temp Employment Agency	\$350.00
**Poll Worker Retirement 10.6%	513100	SC Regular Retirement	\$83.00
Total:		•	\$1,341.94

**Election Day Workers 11.3.15

Election Day Total Workers:	7
Polling Location Technicians at polling locations	1
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	0
Poll Managers ** paid for two days	5
Poll Clerks **paid for three days	1

Cost of Conducting Town of Irmo Election November 3, 2015

Number of Precincts: 9

Absentee: 1 Total: 10

Registered Voters

Cost Components	Account Number	Account Name	Total
Administrative:			Total
Copies for Poll Managers	521300	Copy Machine	\$150.00
Office Supplies	521000	Ballots, Ballot Stock, Office Supplies	\$20.00
Postage (PW letters 30@ .47)(Reply Cards 30 @ .27)			\$25.00
Ballots:			LE GENL
Absentee Application Postage (.49 @12)			\$6.35
Absentee Ballot Postage (1.30 @ 9)			\$12.64
Ballot Stock paper (.35 @ 20 includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$7.56
Emergency/ Provisional ballots 135 @ .35 (includes 8% tax)	521000	Ballots, Ballot Stock, Office Supplies	\$51.00
Failsafe ballots 100 @ .35 (includes 8% tax)		,	\$37.80
Personnel Costs:			VI THE REAL PROPERTY.
**Office Staff 5 @ \$120 per election. Equipment loaders/			
Unloaders, Call Center	511800	Temp Employment Agency	\$600.00
** Poll Clerks 5 @ \$180 per election	511800	Temp Employment Agency	\$900.00
** Assistant Clerks	511800	Temp Employment Agency	\$150.00
** Poll Managers 21 @ \$120 per election	511800	Temp Employment Agency	\$2,520.00
** Polling Location Technicians 1 @ \$350 at polling locations	511800	Temp Employment Agency	\$350.00
Total:			\$4,830.35

**Election Day Workers (11/3/2015)	
Poll Clerks	5
Assistant Clerks	1
Poll Managers	21
Office Staff (Equipment loaders, unloaders, phone, ABS Counter)	5
Polling Location Technicians at polling locations (+ 1 Lex)	1
Election Day Total Workers:	33

Reimbursement of Election Expenses Quick Reference Guide

ELECTION	STATE	COUNTY
Statewide Primary Elections	Notice of election (2) (6 pt. type only) Ballots (Programming & printing – 100%)	Miscellaneous standard operating costs
Note: We reimburse each county voter	Postage to mail absentee apps/ballots	
registration and elections office for one 5	Rent/custodians for polling places	
$\mathbf{x} \stackrel{7}{0}$ ad announcing candidate filing prior	Commissioner mileage (.54 per mile)	
to the statewide primary elections. We	Poll Managers 3+3 (1 st 500 & each add'1 500 or portion of)	
do not reimburse for candidate filing for	Absentee/failsafe Up to 3 managers for total of 15 days	
any other primary or election.	Rate \$60 per day Managers: 2 days Clerks: 3 days	
	\$100 for 1 additional clerk training per precinct	
	PLT's @ \$150 each plus mileage (.54 per mile)	
Statewide General Elections	Notice of election (2) (6 pt. type only)	Prorated share of ballot cost
	Ballots (Programming & printing – 50%)	Other miscellaneous Expenses (including rent for polling
	Commissioner mileage (.54 per mile)	places, and postage to mail absentee ballots, custodians)
	Poll Managers 3+3 (1 st 500 & each add'1 500 or portion of)	
	\$100 for 1 additional clerk training per precinct	
	Absentee/failsafe Up to 3 managers for total of 15 days	
	Rate \$60 per day Managers: 2 days Clerks: 3 days	
	PLT's @ \$150 each plus mileage (.54 per mile)	
Runoff Elections	Ballots (Programming & printing – (100%)	Miscellaneous standard operating costs
Notices of election for runoffs are not	Postage to mail absentee apps/ballots	
reimbursed as they are not required by	Rent/custodians for polling places	
law.	Poll Managers 3+1	
	Rate \$60 per day Managers: 1 day Clerks: 2 days	
	Commissioner mileage (.54 per mile)	
	PLT's @ \$150 each plus mileage (.54 per mile)	
Special Primaries -	Notice of election (2) (6 pt. type only)	Miscellaneous standard operating costs
	Ballots (Programming & printing – (100%)	
	Postage to mail absentee apps/ballots	
	Rent/custodians for polling places	
	Commissioner mileage (.54 per mile)	
	Poll Managers 3+1	
	Rate \$60 per day Managers: 2 day Clerks: 3 days	
	PLT's @ \$150 each plus mileage (.54 per mile)	
Special Elections – Congressional, House &	Notice of election (2) (6 pt. type only)	Miscellaneous standard operating costs
Senate	Ballots (Programming & printing – (100%)	
	Commissioner mileage (.54 per mile)	
	Poll Managers 3+1	
	Rate \$60 per day Managers: 2 day Clerks: 3 days	
	PLT's @ \$150 each plus mileage (.54 per mile)	

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. GF 2

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE GENERAL FUND BALANCE TO BE USED FOR BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT OPERATION, EQUIPMENT AND STAFFING.

Richland County Council Request of Action

Subject: Board of Voter Registration & Elections Budget Amendment

A. Purpose

County Council is requested to approve a budget amendment in the amount of \$1,130,236 for the Board of Voter Registration & Elections Department for the following purposes:

- Funding the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood and Town of Irmo, 2016 Republican Presidential Preference Primary, Democratic Presidential Preference Primary, June Primary and Runoff.
- Purchasing Mother Board Batteries
- Repairing of Voting Equipment
- Purchasing Phones for Call Center
- Purchasing 4 Printers
- Approving Election Machine Technician I Position (Only)

B. Background / Discussion

By law, the Board of Voter Registration& Elections Department is mandated to conduct all elections for Richland County. Although mandated, per Mr. Selph, the department has not been adequately funded in order to carry out the required elections during the 2016 fiscal year.

All funds expended will be reimbursed by the City of Columbia, Town of Blythewood, South Carolina State Elections Commission (SEC) and Town of Irmo with the exception of the purchase of Motherboard Batteries, Printers and the repairs of voting machines and the purchase of related equipment needed in preparation for the upcoming elections

Upon the conclusion of the election, the Board of Voter Registration & Elections Department will invoice the City of Columbia, Town of Blythewood, SEC and Town of Irmo for all costs incurred. Within 30 days, the City of Columbia, Town of Blythewood, SEC and Town of Irmo will issue payment as per the invoice issued.

Based on the above listed information, the Board of Voter Registration & Elections Department has developed and would like approval of the following action plan:

- 1. Provide funding for November 3, 2015 City of Columbia Election, Town of Blythewood and Town of Irmo.
- 2. Provide funding for 2016 Republican Presidential Preference Primary, Democratic Presidential Preference Primary, June Primary and Runoff.
- 3. The purchasing of Motherboard Batteries, repairs of voting machines and the purchase of related equipment needed in preparation for the upcoming elections to ensure all voting machines and election and voting equipment are in proper working condition and available for use in upcoming and future elections.

- 4. Provide funding for 4 Printers to print Absentee applications and Voter Registration cards.
- 5. Approval of Position only for Electrician Machine Technician I.

C. Legislative / Chronological History

This is a staff-initiated request; therefore, there is no legislative history.

D. Financial Impact

Itemization of Cumulative Costs Associated with Requests

Item No.	Item Description	Cost
1	November 3, 2015 City of Columbia Election/ Runoff	\$242,560.00
	Town Of Blythewood	<u>\$1,393.00</u>
	Town of Irmo	<u>\$6,895.00</u>
	SEC 2016 Republican Presidential Preference Primary,	<u>\$360,000.00</u>
	Democratic Presidential Preference Primary	
	June Primary/ Runoff	<u>\$342,000.00</u>
	Estimate of Reimbursement Total	<u>\$952,848.00</u>
2	Payment of Invoices for purchasing Motherboard Batteries,	\$70,937.69
	Phones,	<u>\$6,750.00</u>
	Printers, Repairing Voting Machines and Purchasing	<u>\$45,000.00</u>
	Related Equipment	
	Maintenance & License Fee (Mandated by SEC)	<u>\$106,739.00</u>
3	Election Machine Technician	
Total		\$1,182,274

E. Alternatives

- 1. Approve the request to amend the budget in the amount of \$1,182,274.00 for the Board of Voter Registration Elections Department for the purpose of in being in compliance with State Law to carry out all elections held in Richland County which includes the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood, Town of Irmo, Republican and Democratic Presidential Preference Primary, June Primary & Runoff if necessary and the purchasing of Motherboard Batteries and the repairing of Voting Machines and Purchasing of printers and related Equipment.
- 2. Do not approve the request to amend the budget in the amount of \$1,182,274.00 for the Board of Voter Registration & Elections Department for the purpose of carry out all elections held in Richland County which includes the upcoming November 3, 2015 City of Columbia Election, Town of Blythewood, Republican and Democratic Presidential

Preference Primary, Town of Irmo, June Primary & Runoff and the purchasing of Motherboard Batteries and the repairing of Voting Machines, Phones, Printers, Position of Election Machine Technician and purchasing related Equipment. Richland County Board of Voter Registration & Elections offices would not efficiently serve the citizens and keep the interest and integrity in the voting process if funds are not provided and the department will not being in compliance with State Law.

3. Approve a budget amendment in an amount that differs from the requested amount for one or more of the purposes identified in this Request of Action for the Board of Voter Registration & Elections.

F. Recommendation

It is recommended that County Council approve the budget amendment in the amount of \$1,182.274 for the purposes outlined above.

Recommended by: Samuel J. Selph

Department: The Board of Voter Registration & Elections

Date: 10/19/2015

G. Reviews

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

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

Finance

Reviewed by: <u>Daniel Driggers</u>

☐ Recommend Council approval

Comments regarding recommendation:

Date: 2/17/16

☐ Recommend Council denial

The item is a discretionary budget decision for the County specific to Election cost. When the budget concern was first raised in December 2015, the County Administrator and I met with the VREC Director to discuss the need. Subsequent to the internal meeting, the County and Council Members received a copy of a letter from the Ms. Marjorie L. Johnson, VREC Board Member to Senator John Scott expressing similar concerns. During January, the County Administrator and I also attended a meeting with the VREC Director, VREC Board Members, and Senator Scott to discuss the need. The chronology and status of the discussions were provided by the County Administrator at the Council Retreat in January with the understanding that the request would be before Council at the February Committee meeting.

The estimated shortfall amount of \$1.2m is included in the second ROA request for the A&F in February that provides options for addressing the budget shortfall for multiple departments therefore budget action will only be needed on one of the request. Some additional clarifying information has been requested of the VREC Director but due to the timing of the ROA process, the ROA is completed prior to its receipt therefore below are

a couple of ROA observations that I would recommend that the County clarify related to items in the Financial Impact section.

- a) Item 1 states that the estimate of reimbursement is \$952,848. This is only an estimate and the actual reimbursement could be a smaller amount. The result if the reimbursement is not the full amount estimated, would be that the additional cost would be paid by the County.
- b) Item 2 request of \$106k will be the approval for payments of invoices and services already received.
- c) Item 3 is a request of approval for a new position but no cost are included in the ROA. In reviewing other County documents, I have not been able to determine the salary range or hiring plans of the position to determine a cost. This may change the amount requested to be approved. Finally, approving a new position will be recurring costs moving forward.

The options are listed again below for convenience and adding a third option related to any reimbursable cost.

- First option the County could identify other departments that may be projected to have unspent budgeted funds at yearend. Those funds could be approved by Council to be redirected to cover the shortfall. This would require a coordinated effort from both the department giving funds and the department that is receiving funds to ensure that the funds are not spent twice and that there is not a service impact on the giving department.
- 2) Second Option the County could appropriate fund balance to cover the shortfall.
- 3) Third Option As a part of option one or two above, the cost determined to be an expected reimbursement would be reflected as an offset to Revenue therefore it would reduce the impact of the use of County funds.

Data: 2/18/16

Legal

Reviewed by: Flizabeth McLean

Enzabeth Webean	Date. 2/10/10
☐ Recommend Council approval	☐ Recommend Council denial
Comments regarding recommendation:	Policy decision left to Council's discretion.
Administration	
Reviewed by: Tony McDonald	Date: 2/19/16
☐ Recommend Council approval	☐ Recommend Council denial
Comments regarding recommendation:	I concur with the Finance Director's comments
above. It is apparent that the Elections/	Voter Registration Office will end the year at a
deficit if the current expenditure trend c	ontinues, and with the upcoming elections, it is
doubtful that the trend will change dram	natically.

In an effort to preserve the County's fund balance, I would not recommend use of the fund balance to resolve this matter; however, one solution would be to designate the reimbursements from the various municipalities and/or the State to help relieve the anticipated shortfall (Option 3 as identified by the Finance Director above). This will do two things: (1) it will prevent the need to use County fund balance; and (2) it can be

structured so the	nat the reimbursements tfall.	will be applied only to	o the point needed to addre	SS

Richland County Council Request of Action

Subject:

Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center

February 23, 2016 - The Committee recommended that Council approve the request to accept the donation from EZ Dock, Inc. to supply and install a floating dock at the Richland County Rowing Center and to start the permitting and installation process. Legal will work with EZ Dock, Inc. to develop an appropriate agreement (e.g., indemnification, hold harmless agreement) before finalization.

Richland County Council Request of Action

Subject: Approve The Dock Donation From EZ Dock, Inc. For Use At The Richland County Rowing Center

A. Purpose

Richland County Council is requested to accept the donation of a dock and installation from EZ Dock, Inc. to be used at the Richland County Rowing Center.

B. Background / Discussion

During the flood event of October 2016, the wooden floating dock that was located at the Richland County Rowing Center was ripped from its moorings and destroyed downstream, leaving the facility without a dock to access the waterway. The Rowing Club that is stationed at the facility worked with EZ Dock, Inc. the manufactures of the proposed dock, to supply and install a replacement dock free of charge. EZ Dock, Inc. visited the site in November to determine if the facility condition and geography would allow for the installation of their product. After reviewing the site, the firm has designed a dock structure that suits the needs of the facility, along with the needs of the Rowing Club.

Additionally, the Columbia Rowing Club has review the proposed design and could not "be more satisfied with this dock" and has indicated that "the design meets all recommendations by US Rowing of the safe launching and landing of rowing shells" as stated by John Worrell, the Columbia Rowing Club President, in an email dated 2/3/16 to Richland County Support Services.

The proposed floating dock is approximately 117 feet by 13 feet and is made up of floating modules. The dock will be accessible via an ADA-accessible aluminum gangway that is attached to a concrete approach area and it will have eco-friendly ThruFlow decking. The dock will be stabilized with 6 strong arm support beams and tie cables that anchor to the shoreline. The dock will also have a guide cable that will anchor to the shoreline further upstream to help keep the dock properly positioned. (A sketch of the proposed dock has been attached to the end of the ROA for your convenience.)

Accepting the donation will allow Richland County and EZ Dock, Inc. to progress with developing a Letter of Intent, an Agreement of Understanding, a Licensing Agreement, and it will also allow EZ Dock, Inc. to finalize the design and obtain the required documents and permits for this estimated \$60,000+ donation. Once all the required documentation and permits are obtained, EZ Dock, Inc. will proceed with the installation process.

The Columbia Rowing Club is also donating funds which were donated for the specific purpose of replacing the dock. This will cover the expense of an engineering firm design and the subsequent installation of the anchor points and concrete approach area. Richland County will contribute to this project by installing rock rip-rap along this section of the bank to help mitigate any future erosion. The rip-rap will be paid for with funds donated by the Rowing Club. Once the dock is installed, Richland County will continue to maintain the landscaping in the area, allowing access to the dock.

Due to the lack of a floating dock, the Columbia Rowing Club is currently unable to perform its community outreach and free education programs. These include a program that educates the public on the benefits of rowing as a healthful means of recreation and physical fitness. Additionally, they sponsor a Youth Rowing program that is open to young people in the Midlands, aged 13-18, that promotes physical fitness and provides instruction and coaching in preparation for competitions. The lack of an existing dock prevents water access, thus negatively impacting these programs open to the citizens of the County in addition to the activities and events of the Columbia Rowing Center.

C. Legislative / Chronological History

- The motion is a staff initiated request, and therefore, there is no previous legislative action on this item.
- 1. The original wooden dock was destroyed beyond repair during the October 2015 flood event.
- 2. Columbia Rowing Club approached dock company for donation in Oct./Nov. 2015.
- 3. Dock Company visited the site and agreed to consider the donation in Nov. 2015
- 4. Dock Company provided design sketches in January 2016 and requested acceptance of the donation.
- 5. Motion is submitted to Administration for review and approval for forwarding to Council Committee for consideration in February 2016.

D. Financial Impact

This motion is for accepting a donated floating dock. Additionally, the Columbia Rowing Club is contributing additional funds to cover any incidentals associated with the dock installation. Therefore, there is very little financial impact associated with this request except in the installation of rip-rap, which is being purchased by the Rowing Club. The dock is virtually maintenance free, only requiring an annual in-house visual inspection to confirm all connections are tight. Thus, the project will have little or no future financial impact unless the dock is damaged due to vandalism or natural causes.

E. Alternatives

- 1. Council accept the generous donation of supplying and installing a floating dock at the Richland County Rowing Center allowing the facility to have access to the waterfront, permitting Columbia Rowing Club to host events, and to allow EZ Dock, Inc. to proceed with the permitting and installation process.
- 2. Council to NOT accept the donation, requiring the County to install a dock at our own expense at an estimated \$80,000 for a replacement dock that is similar to what was previously in place, along with any future maintenance cost associated with this type of construction and installation.
- 3. Council to NOT accept the donation and NOT install any kind of dock system at the facility and accept the facility as it currently stands. The current agreement (attached) between the Rowing Club and Richland County provides for rowing access. Without a dock, there is no rowing access. Therefore, this alternative is not feasible, nor recommended.

F. Recommendation

It is recommended that County Council approve the request to accept the donation from EZ Dock to supply and install a floating dock at the Richland County Rowing Center and to start the permitting and installation process.

Recommended by: John Hixon, Director

the vendor before finalization.

Department: Support Services

Date: February 4, 2016

G. Reviews

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

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

	•
Finance Reviewed by: <u>Daniel Driggers</u> ✓ Recommend Council approval Comments regarding recommendation:	Date: 2/4/16 ☐ Recommend Council denial
Procurement Reviewed by: Cheryl Patrick ✓ Recommend Council approval Comments regarding recommendation:	Date: 02/05/2016 ☐ Recommend Council denial
Reviewed by: Elizabeth McLean ☐ Recommend Council approval Comments regarding recommendation: It is our contact with the vendor (upon our recommendation to signing an indemnification/hold harmless agrifor Council, we recommend that if Council choosiven time to work out an appropriate agreement	tion) and that the vendor is not opposed reement. While this is a policy decision oses to accept the donation that Legal be
Administration Reviewed by: Roxanne Ancheta □ Recommend Council approval Comments regarding recommendation: It is recommendation.	Date: February 19, 2016 Recommend Council denial commended that County Council approve

the request to accept the donation from EZ Dock to supply and install a floating dock at the Richland County Rowing Center and to start the permitting and installation process. Administration supports Legal's comments regarding appropriate documentation with

Operating Agreement with the Columbia Rowing Club

STATE OF SOUTH CAROLINA)	
COUNTY OF RICHLAND) OPERATING AGREEMENT)	
This Operating Agreement (the "Agreement") is entered into on this 21 day of the April 2009 between RICHLAND COUNTY, South Carolina, (the "County"), and COLUMBIA ROWING CLUB, (the "Club").	of nd
WHEREAS, the County owns and operates the Richland County Rowing Center (the "Site" located on the west bank of the Broad River; and	"),

WHEREAS, the County and the Club wish to enter into an agreement for the Club's access and use of the Site;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the County and the Club agree as follows:

- 1. Access Guidelines. The Club agrees to use the Site only for official Club activities and purposes. It shall be the responsibility of the Club to ensure that the gate, when not open and in use for Club activities, shall be locked when the last Club member departs the Site. Keys to the gate may be issued to Club members, officers of the Carolina Crew, and select helpers in the Club Youth Rowing Program. The Club shall be responsible for maintaining an accurate list of all persons who are issued gate keys. Such list shall be made available to the County at the County's request. The Club will use due care in the operation of vehicles on the Site for Club purposes. All unauthorized vehicles are subject to the jurisdiction of the Richland County Sheriff's Department. If additional or "over-flow" parking is needed for any activity on the Site, it shall be the responsibility of the Club to provide such parking. Open fires, open flames, grilling, barbequing, alcoholic beverages, and activities related to the use of alcoholic beverages are hereby expressly prohibited on the Site. The hours of operation shall be from sunrise to sunset.
- 2. <u>Insurance</u>. At all times during the duration of this Agreement, the Club shall maintain liability insurance in an amount sufficient to cover all Club activities on or related to the use of the Site. The Club shall provide a certificate of insurance to the County indicating the amount of coverage. It shall be in the sole discretion of the County to determine if the coverage amount is sufficient to meet the requirements of this section. Once the County has approved the coverage amount in the certificate of insurance, such amount shall not be reduced during the term of this Agreement.
- Indemnification. The Club shall hold harmless and shall fully and completely indemnify County from any and all claims, demands or actions brought against the Club or County by

any person, natural or corporate, arising from any act or omission on the part of the Club and related to any activity contemplated by this Agreement. Additionally, all Club members shall sign an indemnification agreement indemnifying the County and the Club from any liability arising from any Club related activities at or related to the Site.

- 4. <u>Club Safety Guidelines.</u> The Club agrees to establish a set of Membership Rules and Guidelines (the Guideline) concerning safety and behavior at the Site and while on the River. The Club agrees to the following specific safety training and procedures found in the Guideline related to rowing activities at or related to the Site:
 - All Club members will be required to pass a swimming test before being allowed to row from the Site.
 - All Club members will pass training concerning the proper procedures to be used in the event that a boat capsizes.
 - No member will row more than 500 meters downstream of the dock toward the dam if rowing alone AND water is going over the dam as indicated by the water level indicator at the dock.
 - No member will row downstream of the dam warning buoys under any circumstances.
 - No Club member will be allowed to row on the River under unsafe weather or water level conditions.
 - No alcoholic beverages will be allowed at the Site.
 - 7. No loud or disruptive activities will be allowed at the Site.
- 5. Approval of Club Activities. Normal day-to-day and weekly activities will be governed by this Agreement. Additional activities such as regattas to which other clubs are invited, new programs that involve a substantial increase in activity, and special events to which the public is invited will require prior approval by the Richland County Administrator. The Club shall give notice of any such activities in a reasonable time to allow the County to properly research and respond. It is understood that certain small events may offer opportunities which will call upon an acceleration of the approval process.
- Site Maintenance. General day-to-day Site maintenance including trash removal will be the responsibility of the Club. Any remaining repairs will be the responsibility of the County.
- Term and Termination. This Agreement shall remain in effect for a period of five (5) years from the date of execution. Either party may terminate the Agreement by giving 90 days written notice to the other party.
- Assignment. Neither this Agreement nor any duties or obligations under this Agreement
 may be assigned by the Club without prior written consent of the County.

- Amendment of the Agreement. Any amendment to this Agreement shall not be binding upon all of the parties unless such amendment is in writing and executed by all parties hereto.
- 10. Notice. All correspondence shall be sent as follows:

Columbia Rowing Club: Richland County:

Columbia Rowing Club George Park, President 720 Vintage Lane Columbia, SC 29210 Richland County
Attn: County Administrator

PO Box 192

Columbia, SC 29202

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Title

RICHLAND COUNTY

a Latt

COLUMBIA ROWING CLUB

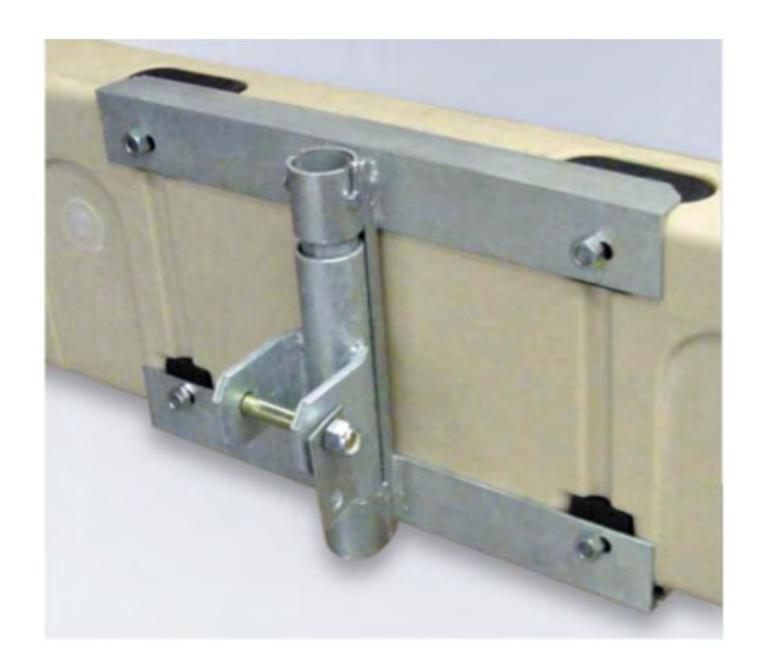
By: May 7

Addendum to Operating Agreement with the Columbia Rowing Club

STATE OF SOUTH CAROLINA	4	
STATE OF SOUTH CAROLINA	3	Second Addendum to Operating Agreement
COUNTY OF RICHLAND)	(Extension)
THIS ADDENDUM enter between RICHLAND COUNTY ROWING CLUB (hereinafter reference)	(herein	this day of Acros , 2015, by and after referred to as "County"), and COLUMBIA "the Club").
	2009 and	into an Operating Agreement (hereinafter the d extended such Agreement by an Addendum to ly 10, 2014; and
WHEREAS, the parties no	www.wish to	again extend the term of said Agreement.
NOW, THEREFORE, in conhereby, the parties agree as follows		on of the foregoing and intending to be legally bound
		ne Term of the Agreement shall be extended and shall the date of execution of this Addendum.
2. In all other respects, th	e Agreen	nent shall remain in full force and effect.
 This Addendum may be deemed to be an original and all of 		red in multiple counterparts, each of which shall be nall constitute a single instrument.
This Addendum and a fully enforceable against the successions.		ments or additions hereto shall be binding upon and assigns of the parties hereto.
		ies hereto have caused this instrument to be executed be hereunto affixed the day and year first written
WITNESSES:		RICHLAND COUNTY, SOUTH CAROLINA
Michella Oplus		By: Council Chair
Port		COLUMBIA ROWING CLUB
Wank temple		By: President

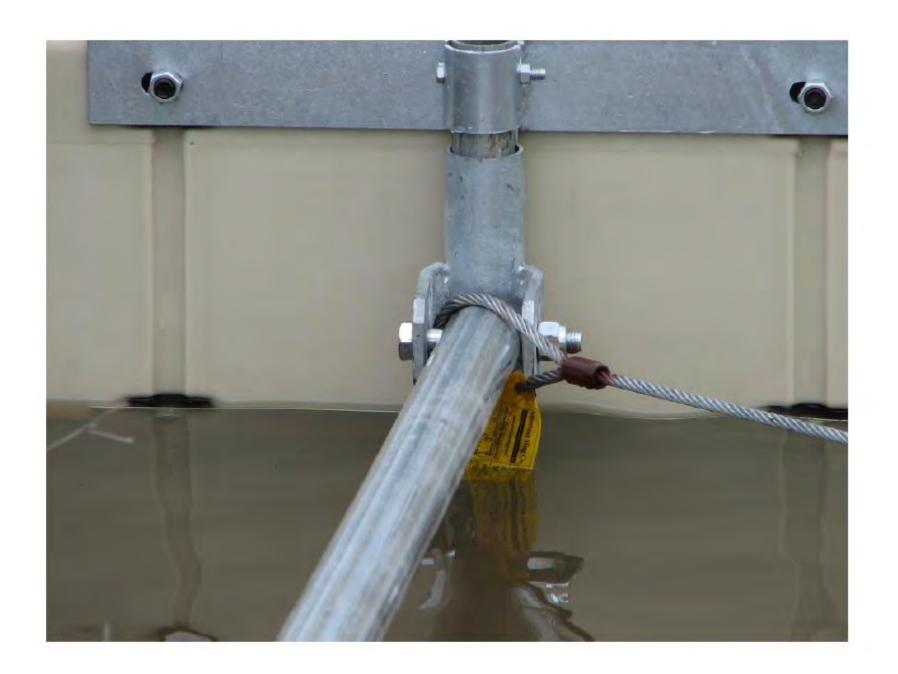
Stiff Arm Anchoring



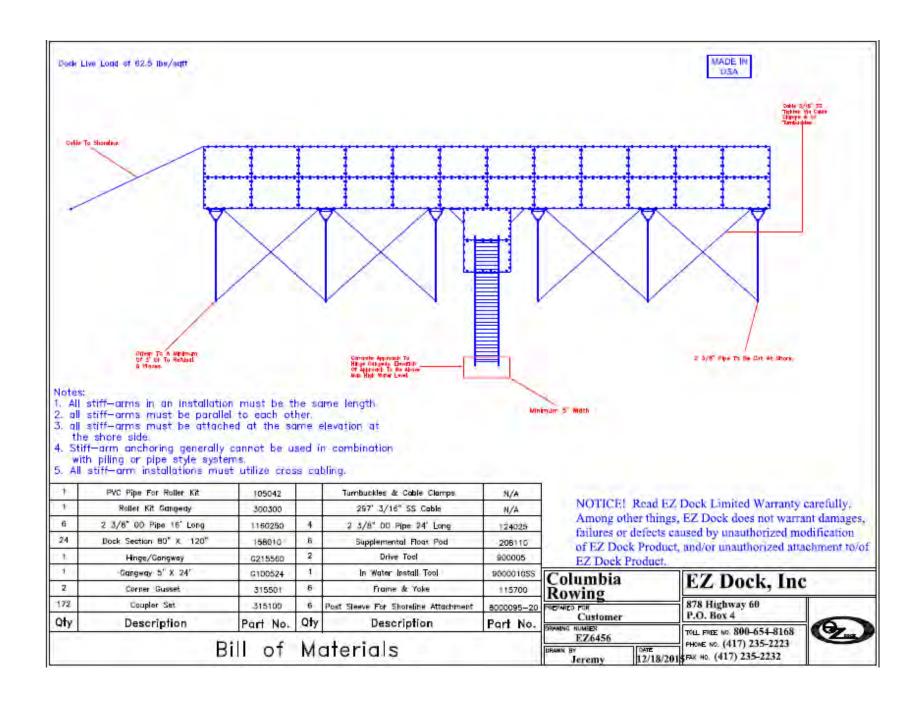


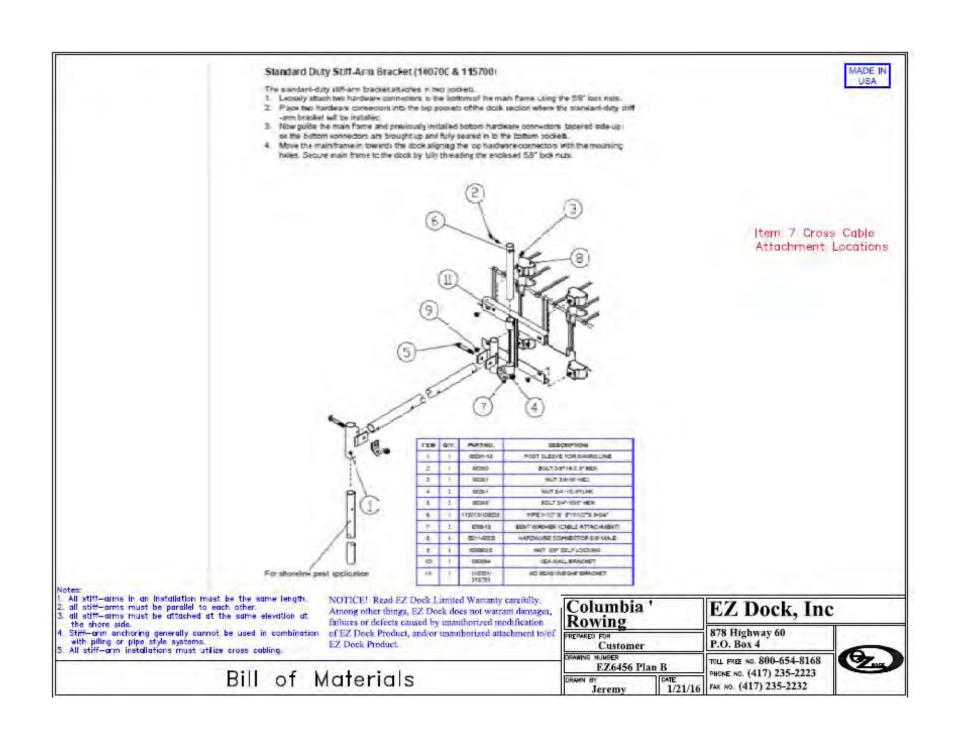












STATE OF SOUTH CAROLINA)	
)	RELEASE AND HOLD HARMLESS
COUNTY OF RICHLAND)	AGREEMENT

THIS RELEASE AND HOLD HARMLESS AGREEMENT, hereinafter "Agreement" or "Release," is dated as of the _____ day of March, 2016 and is made by and between the undersigned parties.

WHEREAS, Richland County, South Carolina is a political subdivision of the State of South Carolina and is the owner of property located on the west bank of the Broad River in Columbia, South Carolina (hereinafter the "Site"); and

WHEREAS, the dock located at the Site was destroyed in the historic flooding in Richland County, South Carolina in October of 2015; and

WHEREAS, the previous dock was used, pursuant to agreement, by the Columbia Rowing Club for activities for Club members and guests and numerous rowers from across the country; and

WHEREAS, the Richland County Council finds that the continuation of the Columbia Rowing Club activities at the Site would be a major positive in a community trying to rebuild after devastation; and

WHEREAS, as a part of the donation, EZ Dock, Inc. will design, construct, and install the Dock Structure at no charge to the County; and

WHEREAS, the County is desirous of formally accepting the donation of equipment and services conditioned upon appropriate indemnification and hold harmless language;

NOW, THEREFORE, with the foregoing background representations incorporated by reference and made a part hereof, intending to be legally bound hereby, and for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree and warrant as follows;

Effective immediately, upon the execution of this Agreement the said EZ Dock Inc., for itself and its predecessors, successors, sons, daughters, heirs, executors, administrators, assigns, legal representatives, affiliated companies, agents, officers, directors, shareholders,

attorneys and partners, release, acquit and forever discharge Richland County, its employees, agents, administrators, assigns, their predecessors, successors, sons, daughters, spouses, former spouses, heirs executors, agents, officers, directors, shareholders, legal representatives, affiliated companies, attorneys and partners, of and from any and all claims, demands, damages, attorneys' fees, costs, actions, cause of action, or suit in law or equity of whatsoever kind or nature whether heretofore or hereafter accruing or whether now known or not known to the parties, for or because of any matter or thing done, admitted or suffered for or on account of the matters, claims, and causes of action raised or that could have been raised in connection with: the design, construction, fabrication, installation, maintenance (if any), and repairs (if any) of the Dock Structure by EZ Dock, Inc. This Release includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to, out of, or relating to the events outlined above, including, but not limited to, all civil claims, demands, causes of action of any nature, whether in contract or tort, or arising under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or civil remedies or any kind that are now recognized by law or that may be created or recognized in the future by any manner, including without limitation, by statute, regulation or judicial decision, including but not limited to the following: all actual damages, all exemplary, consequential and punitive damages, all penalties of any kind or statutory damages.

This Agreement may be pleaded as a full and complete defense to any civil action, suit or other proceeding which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The parties agree that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter into an injunction restraining prosecution thereof.

The parties to this Agreement understand and agree that the claims released by the parties hereto are intended to and do include any and all claims of any nature whatsoever, known, unknown, suspected, or unsuspected, which any party hereunder may have against any other party hereunder related to the issues in this matter. All parties hereunder represent to the other parties that they have conducted whatever investigation is necessary to ascertain all facts and matters related to this Agreement.

The parties to this Agreement represent and warrant each to the other that, as of the date of the execution of this Agreement, they have not assigned, transferred, conveyed, pledged or made any other disposition of the claimed rights, interests, demands, actions, or causes or action, obligations, or any other matter covered by this Agreement (or purported to so assign, transfer, convey, pledge or make any other disposition) to any person, firm, corporation, association or entity whatsoever of any of the claimed rights, etc., released hereunder. The parties hereby indemnify and hold each other harmless from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs and expenses, and judgments, based on, arising out of, or related to any such transfer or assignment of the claims released hereunder.

The parties acknowledge that by entering into this Agreement, each party intends only to reach an amicable resolution of their differences. Each party in no way admits liability to any other party, or to any other person or entity.

This Agreement contains the entire understanding of the parties, and no prior agreements, oral or otherwise, among the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto. The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, devisees or assigns.

This Agreement is intended to be performed in compliance with all applicable laws, ordinances, rules and regulations. If any of the provisions of this Agreement or the application shall be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby but shall be enforced as permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above.

IN THE PRESENCE OF.	
Witness	EZ Dock Inc.

IN THE DECENCE OF

Wi	tn	Acc
VV I	ш	ess

Richland County, South Carolina
By:_____
Its:_____



Richland County Council Request of Action

Subject:

A Second Supplemental Ordinance providing for the issuance and sale of Richland County, South Carolina, Hospitality Tax Revenue Bonds, Taxable Series 2015, or such other appropriate series designation, in the principal amount of not exceeding \$13,500,000; delegating authority to the County Administrator to determine certain matters with respect to the bonds; prescribing the form and details of such bonds; and other matters relating thereto [FIRST READING BY TITLE ONLY]

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

A SECOND SUPPLEMENTAL ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF RICHLAND COUNTY, SOUTH CAROLINA, HOSPITALITY TAX REVENUE BONDS, TAXABLE SERIES 2015, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, IN THE PRINCIPAL AMOUNT OF NOT EXCEEDING \$13,500,000; DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; AND OTHER MATTERS RELATING THERETO.

Richland County Council Request of Action

Subject:

Items for Action from Rules and Appointments Committee:

- a. Terms of Service
- b. Determine if an act that amended Section 27-2-105, code of laws of South Carolina, 1976, approved in June 2014, is a violation of Home Rule.

Background: The above amended bill gives the state the authority to change county boundaries with no input from the county/counties being affected. This could have a tremendous financial impact on a county by the transfer of millions of dollars of property from one county to another or even changing a county line to put property in a neighboring county to assist with economic incentives for a new business.

I also question why the Richland County Lobbyist did not make Richland County aware of this bill as it proceeded at the state level?

Currently the Richland County/Lexington County line is being looked into for change and neither county has requested this change or disputed the lines. (See10-4-15 Tim Flach article in The State for some details). [MALINOWSKI]

- c. Membership Requirements for Business Service Center Appeals Board
- d. Add to Council Rules All Regular and Special Called Council meetings will be broadcast

Red-Lined Version

[DRAFT Amendment—Term limits with one (1) year of non-service interval following expiration of member's term]

Section 2-327. Terms of service

- (a) The members of such boards, commissions and committees shall not serve more than two (2) consecutive terms; provided, however, that upon service of two (2) consecutive terms a member may be eligible for reappointment after one day year of non-service. Provided, however, that an individual serving in an executive position on a county board, commission, or committee shall be allowed to complete the term for that position when the individual's term on the board, commission expires prior to the expiration of the executive appointment. Further provided, regional boards, commissions and committees are exempt from the two (2) consecutive term limits requirement whenever the other jurisdiction(s) appointing said members do not limit the number of terms held by their appointee(s).
- (b) Notwithstanding any other provision of this Article, any member serving on a board, commission or committee may continue to serve until such time as an advertisement has appeared in the local newspaper and a successor has been duly appointed; provided, however, the term of an elected member (who is serving on a board, commission or committee) ends when such member's term expires. is no longer serving in the capacity of an elected member. (Ord. No. 015-11HR, § I, 3-1-11)





ALAN WILSON ATTORNEY GENERAL

March 1, 2016

Mr. Bradley T. Farrar, Esquire Chief Deputy Richland County Attorney P.O. Box 192 Columbia, SC 29202

Dear Mr. Farrar:

Attorney General Alan Wilson has referred your letter dated November 25, 2015 to the Opinions section for a response. The following is this Office's understanding of your question and our opinion based on that understanding.

Issue (as quoted from your letter):

S.C. Const. Art. VII, Section 7 provides in part:

The General Assembly shall have the power to alter County lines at any time; Provided, That before any existing County line is altered the question shall be first submitted to the qualified electors of the territory proposed to be taken from one County and given to another, and shall have received two-thirds of the votes cast...

S.C. Code Ann. Section 27-2-105 makes no reference to the above Constitutional provision nor does it seem to take in into account in the "clarification" (which could entail "alteration" or perceived alteration) of county boundaries. Therefore, the question respectfully submitted for your opinion is as follows:

Does S.C. Code Ann. Section 27-2-105 violate the South Carolina Constitution by not providing for the two-thirds vote of "the qualified electors of the territory proposed to be taken from one County and given to another" requirement of Article VII, Section 7, thereof?

In framing this issue, the concern is not with regard to clarifying a boundary by making that boundary easier to see or locate, but rather demarking a boundary in a way that gives anyone with a stake in that boundary concern that the County line may have been changed as a result of the activities undertaken pursuant to 27-2-105 is consistent with S.C.Const. Art. VII, Section 7 and its requirement for two-thirds approval of qualified electors before a County line may be altered, in the event "clarification" becomes "alteration" in the opinion of anyone alleged to have been aggrieved by the clarification.

Law/Analysis:

By way of background and as you are aware, the General Assembly established Richland County's boundaries by statute as:

Richland County is bounded on the north by Fairfield County, from which it is separated by new boundary lines set forth and specifically described in the location

Mr. Bradley T. Farrar, Esquire Page 2 March 1, 2016

> and boundary of Fairfield County; on the east by Kershaw County and Sumter County from which it is separated by the Wateree River; on the south by Calhoun County; on the west by Lexington County, from which it is separated by a line beginning on the Congaree River where the counties of Lexington and Richland meet on the southern division thereof, and running thence with the Congaree River to where the confluence of the Broad and Saluda Rivers unite to form the Congaree, and following the thread of Saluda River about two and one-half miles to a concrete boundary marker; thence in a northwesterly direction upon the circumference of a circle having Lexington courthouse as its center, with a radius of not less than eight miles and a deflection of 1° 21' for every one thousand feet, to a concrete boundary marker on the eastern boundary line of the town of Irmo; thence along the boundary line of the town of Irmo to the northeast corner of the town; thence west along the northern boundary of the town of Irmo 2,260 feet to a stake located thereon; thence along the circumference of the circle first described 11,360 feet to a stake; then N. 42° 30' W. 878 feet; thence west 5,000 feet to a stake; thence S. 85° W. 5,000 feet to a stake; thence S. 80° W. 5,541 feet to a stake; thence N. 37° 28' W. 10,618 feet to a stake; thence S. 85° W. 750 feet to a pine; thence N. 34° 45' W. 10,491 feet to a stake; thence N. 22° E. 914 feet to a stake; thence N. 37° 5' W. 1,313 feet to a stake; thence N. 13° 45' E. 2,597 feet to a stake; thence N. 56° 35' E. 3,920 feet to a point on Rocky Ford on Wateree Creek; thence north, northeast and east along the Wateree Creek to where it empties into Broad River. To the above-described area of Richland County is to be added all that territory transferred from Lexington County by act approved March 11 1922. to wit: all that certain piece of land containing 8,900 acres, or 14 square miles, situate in the northeastern part of Lexington County on the Broad River, and being bounded and delineated as follows, to wit: beginning at a point on the Broad River, and running S. 41° W. 82.51 chains to a stake; thence turning and running S. 32.5° W. 160.65 chains to a stake; thence running along a creek which empties into Wateree Creek 42.24 chains to a stake; thence running to the point where said creek joins Wateree Creek 71.51 chains; thence running along Wateree Creek 94 chains; thence turning and running S. 23° E. 142.50 chains to a point in Slice Creek known as Rocky Ford; thence turning and running northerly along Slice Creek 164 chains; thence turning and running easterly along Wateree Creek 305.00 chains to the point of entrance of Wateree Creek and Broad River; thence turning and running in a northwesterly direction along Broad River 410 chains, said piece of land being bounded on the west by Newberry County, on the south and southwest by Lexington County, on the south by Richland County, and on the east and north by the Broad River, being more particularly known as the plat of said property, completed on November 25 1921, by W.A. Counts and J.C. Wessinger, surveyors, said plat being filed in the office of the Secretary of State.

S.C. Code § 4-3-460 (1976 Code, as amended). Thus, the General Assembly has clearly defined Richland County's boundaries by this legal description. <u>Id.</u> As you mention in your question, South Carolina Code § 27-2-105 authorizes the South Carolina Geodetic Survey to "assist <u>counties</u> in defining and monumenting the locations of county boundaries and positioning the monuments using geodetic surveys" where the boundaries are "ill-defined, unmarked, or poorly marked." S.C. Code § 27-2-105 (1976 Code, as amended) (emphasis added). Moreover, the General Assembly authorized the S.C. Geodetic Survey to

Mr. Bradley T. Farrar, Esquire Page 3 March 1, 2016

serve as mediator between any boundary dispute among two or more counties. <u>Id.</u> The statute also authorizes appeals from a boundary determination by the S.C. Geodetic Survey to the S.C. Administrative Law Court. S.C. Code § 27-2-105(B) (1976 Code, as amended).

Regarding your question, this Office has issued previous opinions where two statutes appear to be in conflict. In one opinion, we stated:

The language of a statute must be read in a sense which harmonizes with its subject matter and accords with its general purpose. Multi-Cinema, Ltd. v. S.C. Tax Commission, 292 S.C. 411, 357 S.E.2d 6 (1987). And where two statutes are in apparent conflict, they should be construed, if reasonably possible, to give force and effect to each. Stone & Clamp, General Contractors v. Holmes, 217 S.C. 203, 60 S.E.2d 231 (1950). This rule applies with peculiar force to statutes passed during the same legislative session, and as to such statutes, they must not be construed as inconsistent if they can reasonably be construed otherwise. State ex rel. S.C. Tax Commission v. Brown, 154 S.C. 55, 151 S.E. 218 (1930).

Op. S.C. Atty. Gen., 1988 WL 485345 (December 1, 1988). Based on a plain reading of the statutes, we believe a court would reconcile S.C. Code § 27-2-105 with S.C. Code § 4-3-460 by interpreting S.C. Code § 27-2-105 as assisting counties in defining the county boundaries within the legal description already given in S.C. Code § 4-3-460. Furthermore, we believe a court would use this same reasoning to reconcile the statutes with the Constitutional provision restricting the alteration of county lines to two-thirds of the vote cast after submission to the qualified electors. Thus, construing S.C. Code §§ 27-2-105, 4-3-460 and S.C. Const. Art. VII, Section 7, Section 4-3-460 (Richland County's legal description) could not be changed without a successful election where two-thirds of the voters casting ballots vote to enact the change. Moreover, S.C. Code § 27-2-105 serves as a tool for the county to clarify boundaries and markers within the legal description given in S.C. Code § 4-3-460.

However, a county's boundary line is statutory defined and should not be viewed as equivalent under the law to a dispute between adjoining landowners over a property line. Concerning boundary line disputes we have previously indicated that they can be litigated as an action at law, and the determination of a boundary line is a question of fact for a jury. Op. S.C. Att'y Gen., 2013 WL 1695520 (March 14, 2013) (citing Coker v. Cummings, 381 S.C. 45, 671 S.E.2d 383 (2008); Bodiford v. Spanish Oak Farms, Inc., 317 S.E. 359, 544 S.E.2d 194 (1995)). We further stated:

Additionally, "[i]f adjoining landowners occupy their respective premises up to a certain line, which they mutually recognize and acquiesce in for a long period of time, they are precluded from claiming the boundary line thus recognized and acquiesced in is not the true one." Id. (citing Gardner v. Mozingo, 293 S.C. 23, 26, 358 S.E.2d 390, 392 (1987)). "In other words, such recognition of, and acquiescence in, a line as the true boundary line, if continued for a sufficient length of time, will afford a conclusive presumption that the line thus acquiesced in is the true boundary line." Id. (citing Knox v. Bogan. 322 S.C. 64, 72, 472 S.E.2d 43, 48 (1996)). Acquiescence regarding a boundary line has been cited by this Office in regards to a municipality with a boundary in place forty-seven years without

Please note other sections restrict the alteration of county boundaries. <u>See, e.g., S.C. Const. Art. VII, § 12 and Art. VIII, §2</u>

Mr. Bradley T. Farrar, Esquire Page 4 March 1, 2016

dispute. Op. S.C. Atty. Gen., 1984 WL 249864 (April 23, 1984). Additionally, estoppel may be a defense to any such change in the county the property is located in.

Op. S.C. Att'y Gen., 2013 WL 1695520 (S.C.A.G. Mar. 14, 2013) (emphasis added). Hence, a boundary dispute between adjoining landowners where the boundary is not defined by statute or able to be determined by its statutory definition ultimately may be determined by a jury.

Conclusion:

Thus, it is the opinion of this Office that a court will determine that South Carolina Code § 27-2-105 cannot be used to change Richland County's statutory boundaries as defined by legal description in § 4-3-460. Moreover, any such "clarification" by § 27-2-105 would be limited to the terms within the statute. i.e. as a mediator for a boundary dispute between counties or to assist a county where boundaries are "illdefined, unmarked, or poorly marked." S.C. Code § 27-2-105. Furthermore, we do not see how one could change the statutory legal description of Richland County as contained in South Carolina Code § 4-3-460 without compliance with South Carolina Constitution Article VII, Section 7, which includes an election by the qualified voters. Therefore, we believe a court will determine that South Carolina Code § 27-2-105 does not violate South Carolina Constitution Article VII, Section 7 where it does not change the statutory boundaries but only assists a county in clarification within the boundaries set by statute. However, this Office is only issuing a legal opinion based on the current law at this time and the information as provided to us. Until a court or the General Assembly specifically addresses the issues presented in your letter, this is only an opinion on how this Office believes a court would interpret the law in the matter. Additionally, you may also petition the court for a declaratory judgment, as only a court of law can interpret statutes and make such determinations. See S.C. Code § 15-53-20. If it is later determined otherwise, or if you have any additional questions or issues, please let us know.

Sincerely.

anita of Faci

Assistant Attorney General

REVIEWED AND APPROVED BY:

TD. Coon

Robert D. Cook Solicitor General

South Carolina Legislature

November 10, 2015, 09:03:59 am

Session 120 - (2013-2014)

S*0988 (Rat #0282, Act #0262 of 2014) General Bill, By Cromer Similar (H 4579)

Summary: Geodetic survey

02/04/14

AN ACT TO AMEND SECTION 27-2-105, CODE OF LAWS OF SOUTH CAROLINA, 1976, RELATING TO THE DUTIES OF THE SOUTH CAROLINA GEODETIC SURVEY (SCGS) WITH RESPECT TO DETERMINING COUNTY BOUNDARIES, SO AS TO AUTHORIZE THE SCGS TO CLARIFY COUNTY BOUNDARIES AND MEDIATE BOUNDARY DISPUTES BETWEEN COUNTIES BY PROVIDING A PROCEDURE ALLOWING THE SCGS ADMINISTRATIVELY TO ADJUST COUNTY BOUNDARIES, TO PROVIDE THE PROCEDURES INCLUDING NOTICE THAT SCGS MUST FOLLOW IN MAKING SUCH ADJUSTMENTS, TO PROVIDE THAT AFFECTED PARTIES MAY FILE A REQUEST FOR A CONTESTED CASE ON THESE ADJUSTMENTS TO THE ADMINISTRATIVE LAW COURT, PROVIDE THE TIME WITHIN WHICH SUCH A REQUEST MUST BE FILED, AND PROVIDE FOR FURTHER APPEALS, TO PROVIDE THE METHOD OF DETERMINING THE EFFECTIVE DATE OF THESE ADMINISTRATIVE COUNTY BOUNDARY ADJUSTMENTS AND THE NOTICE REQUIREMENTS FOR THESE ADJUSTMENTS TO BE EFFECTIVE, AND TO PROVIDE THAT NOTHING CONTAINED IN THIS ADMINISTRATIVE PROCESS RESTRICTS THE AUTHORITY OF THE GENERAL ASSEMBLY BY LEGISLATIVE ENACTMENT. - ratified title

02/04/14	Senate	introduced and read first time (Senate Journal-page 9)
02/04/14	Senate	Referred to Committee on Judiciary (Senate Journal-page 9)
02/11/14	Senate	Referred to Subcommittee: Hutto (ch), S.Martin, Gregory, Thurmond
04/16/14	Senate	Committee report: Favorable with amendment Judiciary (Senate Journal-page 7)
04/17/14		Scrivener's error corrected
04/29/14	Senate	Committee Amendment Adopted (Senate Journal-page 31)
04/29/14	Senate	Read second time (Senate Journal-page 31)
04/29/14	Senate	Roll call Ayes-40 Nays-0 (Senate Journal-page 31)
04/30/14	Senate	Read third time and sent to House (Senate Journal-page 38)
04/30/14	House	Introduced and read first time (House Journal-page 87)
04/30/14	House	Referred to Committee on Judiciary (House Journal-page 87)
04/30/14		Scrivener's error corrected
05/20/14	House	Recalled from Committee on Judiciary (House Journal-page 69)
05/28/14	House	Amended (House Journal-page 25)
05/28/14	House	Read second time (House Journal-page 25)
05/28/14	House	Roll call Yeas-109 Nays-0 (House Journal-page 26)
05/29/14	House	Read third time and returned to Senate with amendments (House Journal-page 22)
06/03/14	Senate	Concurred in House amendment and enrolled (Senate Journal-page 60)
06/03/14	Senate	Roll call Ayes-39 Nays-0 (Senate Journal-page 60)
06/05/14		Ratified R 282
06/09/14		Signed By Governor
06/13/14		Effective date 06/09/14
06/26/14		Act No. 262

Introduced and read first time (Senate Journal-nage 9)

Richland County Council Request of Action

Subject: Membership Requirements for Business Service Center Appeals Board

A. Purpose

To amend the requirements for the Business Service Center Appeals Board.

B. Background / Discussion

The Business Service Center Appeals Board is currently required to have five members: three CPA's, one attorney, and one business person.

In order to provide greater flexibility and thereby enhance the ability to fill vacant Board positions, it is requested that the membership requirements be revised. The new membership requirements requested would maintain the five positions. However, the number of CPA's, attorneys, and business people permitted to be on the Board would be flexible:

- No more than three and no less than two CPA's,
- No more than two and no less than one attorney, and
- No more than two and no less than one business person.

Additionally, the definition of "business person" is added, referring to a person who owns his/her own business or holds an executive role in a business.

Please see the ordinance amendment on the following pages.

C. Legislative / Chronological History

The Business Service Center Appeals Board was established in 2006. (There were seven appeals in 2008, two appeals in 2009, one appeal in 2014, and two appeals in 2015.)

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

- 1. Approve the request to revise the membership as requested.
- 2. Do not approve the membership revisions and maintain the current membership requirements.

F. Recommendation

This request is at Council's discretion.

Recommended by: Pam Davis

Department: Business Service Center

Date: February 29, 2016

G. Reviews

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

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

Finance	
Reviewed by: <u>Daniel Driggers</u> ☐ Recommend Council approval Comments regarding recommendation:	Date: 2/29/16 ☐ Recommend Council denial
One observation of the ROA is that give years, the member requirements may be	en the number of appeals over the past three unnecessarily restrictive. However, since I have as of the board, I will defer the recommendation mendation.
<u> </u>	Date: 3/7/16 Recommend Council denial This change is at Council's discretion. However, ship requirements would seem to make it easier
Legal Reviewed by: Brad Farrar □ Recommend Council approval Comments regarding recommendation:	Date: 3/8/16 ☐ Recommend Council denial Policy decision of Council.
	Date: 3/11/16 ☐ Recommend Council denial Recommend approval as outlined above by the
Business Service Center Manager.	

STATE OF SOUTH CAROLINA COUNTY COUNCIL FOR RICHLAND COUNTY ORDINANCE NO. ____-16HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 2, ADMINISTRATION; ARTICLE VII. BOARDS, COMMISSIONS AND COMMITTEES; SECTION 2-332. BOARDS, COMMISSIONS AND COMMITTEES CREATED; SUBSECTION (L), RICHLAND COUNTY BUSINESS SERVICE CENTER APPEALS BOARD; PARAGRAPH (2), MEMBERSHIP; SO AS TO REVISE THE MEMBERSHIP REQUIREMENTS OF THE BUSINESS SERVICE CENTER APPEALS BOARD.

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:

<u>SECTION I.</u> The Richland County Code of Ordinances; Chapter 2, Administration; Article VII. Boards, Commissions and Committees; Section 2-332. Boards, Commissions and Committees; Subsection (1), Richland County Business Service Center Appeals Board; Paragraph (2), Membership; is hereby amended to read as follows:

(2) *Membership*. The Business Service Center Appeals Board shall consist of five members who shall be appointed by majority vote of the Council. The five-member board shall be comprised of <u>no more than</u> three <u>and no less than two</u> Certified Public Accountants, <u>no more than two and no less than</u> one member of the S.C. Bar Association, and <u>no more than two and no less than</u> one other business person, <u>defined as a person who either owns their own business or has an executive role in a business</u>. All members must be interested citizens residing in Richland County. Not more than one member of the Appeals Board may be an employee of the County.

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

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

SECTION IV. Effective Date. All sections of this ordinance shall be effective on and after

, 2016.	RICHLAND COUNTY COUNCIL
	RICHLAND COUNTT COUNCIL
	BY:
ATTEST this the day of	Torrey Rush, Chair
, 2016.	

S. Monique McDaniels, Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: Second Reading: Third Reading:

Richland County Council Request of Action

Subject:

Report of the Transportation Ad Hoc Committee

- a. Bluff Road Widening Phase I: Supplemental IGA with SCDOT
- b. North Main Street Widening Project
 - 1. Four Party Railroad Agreement
 - 2. Supplemental IGA with SCDOT
 - 3. IGA with City of Columbia
 - 4. Right of Way Acquisition
- c. County Transportation Improvement Program (CTIP)
- d. FY 2016 TIGER Discretionary Grant Program: Potential Candidates



March 4, 2016

Mr. Rob Perry, P.E.
Director of Transportation
Richland County Government
Post Office Box 192
Columbia, South Carolina 29202

Re: Request for Signatures – REVISION 2
Amendment Number 3 to the Intergovernmental Agreement (IGA-25-14-A3)
SC 48 Bluff Road Project

Dear Mr. Perry:

Enclosed are three (3) originals of Amendment Number 3 to the Intergovernmental Agreement between the South Carolina Department of Transportation (SCDOT) and Richland County for the above referenced project.

Please review this Amendment Number 3 to the Intergovernmental Agreement carefully to ensure it properly addresses the needs of the County. Should the County find the terms and conditions of the Amendment acceptable, please sign on page 5 with a witness to all three originals. The Department will enter the date on page 1 and sign all three originals and return one fully executed original to you.

Please return these agreements by Monday, March 14, 2016 to SCDOT, Attention: Local Public Agency Administration Office, Room 424, Post Office Box 191, Columbia SC 29202-0191.

Should you have any questions, please contact me at (803) 737-4492.

Sincerely,

Sid C. Bacchus

Local Public Agency Administration Engineer

SCB:seaj Enclosures

ec:

cc: Reginald Simmons, Deputy Director/Director of Transportation, CMCOG

Machael M. Peterson, Local Public Agency Administrator

Brian Klauk, Midlands Program Manager

Roger Sears, Midlands Assistant Program Manager Jennifer Necker, Midlands Region Program Manager Tevia Davis, Midlands Region Assistant Program Manager Bryan Jones, District One Engineering Administrator Robbie Isgett, District One Construction Engineer

Paul Miller, Resident Construction Engineer Tony Magwood, Resident Maintenance Engineer

Yolanda Byrd, LPAA Coordinator

File: LPAA/SEAJ/2016Finals/PartAgts



Third Supplemental Agreement to the Cooperative Intergovernmental Agreement between Richland County, South Carolina, and the South Carolina Department of Transportation for the Richland County Sales Tax Transportation Program

THIS THIRD SUPPLEMENTAL AGREEMENT is made this _____ day of _____, 2016, by and between Richland County (the "County") and the South Carolina Department of Transportation ("SCDOT").

WITNESSETH that:

WHEREAS, on <u>February 7, 2014</u>, the County and SCDOT entered into a Cooperative Intergovernmental Agreement defining the responsibilities of each of them with regard to certain projects to be undertaken under the Richland County Sales Tax Transportation Program; and

WHEREAS, the County intends to widen Bluff Road (Phase 1) in Richland County which Project (the "PROJECT") includes a continuous median and bicycle and pedestrian accommodations and is more particularly described herein below; and

WHEREAS, SCDOT is willing to provide its share of funding as identified herein from the County's "guideshare of available federal funds; and

WHEREAS, because SCDOT's funding will include federal funds the County is required to apply for and obtain "Local Public Agency" status through SCDOT and comply with SCDOT's Local Public Agency Administration requirements prior to commencing the PROJECT;

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the people of Richland County and the State of South Carolina, the parties agree as follows.

I. <u>Project Description:</u>

The PROJECT which is the subject of this Agreement consists of the design, right of way acquisitions, construction, and construction engineering and inspection, to SCDOT and Federal standards, of a section of SC 48 (Bluff Road) between the Fairgrounds entrance on Rosewood Drive to Bluff Road then along Bluff Road to George Rogers Boulevard in Richland County.

The improvements include sidewalks, bicycle accommodations, and intersection improvements at all intersecting road locations.

Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map depicting the PROJECT area and additional PROJECT information.

II. Obligations of the Parties:

A. The COUNTY will:

- Apply through SCDOT for Local Public Agency status prior to commencing the PROJECT's construction phase of work, including compliance with all administrative procedures and obtaining all necessary approvals as identified in the SCDOT's "Local Public Agency Project Administration Procedures", available on the internet at http://www.scdot.org/doing/localPublicAdmin.aspx.
- 2) Carry out the implementation of the PROJECT pursuant to federal and state requirements for Local Public Agency Administration.
- 3) Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).
- 4) Perform all required services in accordance with State, Federal and SCDOT guidelines considered appropriate by the SCDOT and as outlined in the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.
- 5) Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the COUNTY the right of way necessary to construct the PROJECT.
- To the extent permitted by existing South Carolina law, the COUNTY hereby assumes complete responsibilities for any loss resulting from bodily injuries (including death) or damages to property, arising out of any act or failure to act on the COUNTY's part, or the part of any employee of the COUNTY in performance of the work undertaken under this Agreement.

B. SCDOT will:

- 1) Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III Funding of this Agreement.
- 2) Perform all required services in accordance with the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.
- Accept responsibility for normal roadway maintenance or improvements made under this PROJECT on existing SCDOT right of way and right of way acquired in the name of the COUNTY, in accordance with SCDOT policies and procedures, after construction of the PROJECT is completed by the COUNTY. SCDOT will not accept maintenance responsibility for the following items: sharrows, bike racks, bus shelters, street lights or fixtures, electrical, landscaping, irrigation, brick in-lay in sidewalks, and any other peripheral non-roadway items. SCDOT shall accept maintenance responsibility for sidewalk adjacent to the roadway and sidewalk offset from the roadway but still within SCDOT rights-of-way that are constructed as part of this project. A separate maintenance agreement will be executed for this project for maintenance of items not included in normal roadway maintenance.

III. Funding:

- A. The COUNTY estimates the total cost for the PROJECT to be Five Million Five Hundred Ten Thousand Dollars (\$5,510,000.00).
- B. The SCDOT will contribute the MAXIMUM funding of One Million Dollars (\$1,000,000.00) as authorized by the SCDOT Commission on September 20, 2012 for use of COATS Guidshare Funds for SCDOT's construction costs for the scope of work identified for the PROJECT. The COUNTY's estimated share is \$3,710,000.00 in Richland County Sales Tax Funds and \$800,000.00 in Richland County CTC Funds.

- C. The COUNTY will be responsible for 100% of the cost of the PROJECT in excess of the (\$1,000,000.00) provided by the SCDOT.
- D. The SCDOT will make payment to the COUNTY for all eligible reasonable costs incurred by the COUNTY, at a rate of 80% up to the SCDOT's maximum funding for the PROJECT based on a valid invoice submitted by the COUNTY to the SCDOT. A valid invoice is considered an invoice from the COUNTY to the SCDOT and supported by suppliers' invoices and the COUNTY's financial records. Such invoices will be certified as true and correct by the COUNTY and submitted to the SCDOT not more often than monthly. EXHIBIT B, attached hereto and specifically made a part of this Agreement, represents an acceptable invoice form.

IV. General:

Unless expressly provided herein, all provisions of the Cooperative Intergovernmental Agreement of <u>February 7, 2014</u> shall remain in full force and effect, and the provisions of that Agreement shall govern this supplement.

V. <u>Execution In Counterparts</u>. This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. This Agreement or any counterpart may be executed on signature pages exchanged by facsimile or electronic mail, which signature pages should be deemed originals.

[Signature blocks on next page]

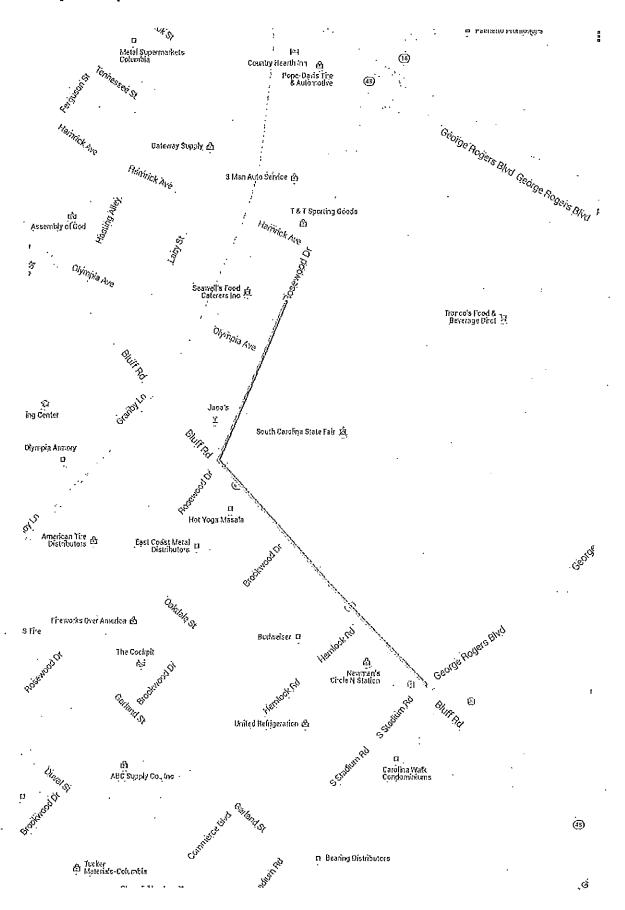
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:	
IN THE TRESERVE OF.	RICHLAND COUNTY
Witness	By: Chairman, Richland County Council
	Attest:
	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
Witness	By:
	Attest:
	RECOMMENDED BY:
	By:
	By:

EXHIBIT A

Map

Project Map



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EXHIBIT B

(Participant's Letterhead) Request for Reimbursement Form

Date:			
Invoice Number	Par	rticipant's Federal ID#	
LPA NO. (Upper Left Page 1) _	Pin	No. (Upper_Right Corner)	
Project Implementation Date			
Anticipated Construction Comple	etion Date		
Percentage of Construction Com	plete		%
Partial Payment			
Final Payment	Project Charges	Participant's Share	SCDOT Share
Previous Charges	-		
This Invoice			Manage Management of the Angelian Angel
Total to Date		-	-
Payment Amount Due (F	Participant): \$		
Authority: Agreement b	etween SCDOT a	and (Participant) dated	epinaminipania.
Certification: I certify as an au are, to the best of my knowledge the above dated Agreement.		ntative of (Participant) that I in accordance with the ter	
(P	articipant's Auth	orized Signature)	
Distribution of Fees this Period			
Engineers, Contractors, Major St	uppliers	Total Dollars this Period	
1.Name of Firm		\$	
2.		\$ \$	
3.		\$	
4. Submit firm's complete name a	and amount	\$	
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Note: Attach supporting documentation – copies of invoices from contractors, major suppliers and cancelled check(s) indicating payment made - and submit to:

South Carolina Department of Transportation Attn: Local Public Agency Administration P. O. Box 191 Columbia, South Carolina 29202

CSXT File: SC0318

City of Columbia File:_______
Richland County File:______

SCDOT File: 0042583

CONSTRUCTION AGREEMENT

	This Construction Agreement ("Agreement") is made as of	
20	by and between;	

CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida, hereinafter referred to as "CSXT", and

CITY of COLUMBIA, a body corporate and political subdivision of the State of South Carolina, hereinafter referred to as "CITY", and

RICHLAND COUNTY, a body corporate and political subdivision of the State of South Carolina, hereinafter referred to as "COUNTY", and

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "DEPARTMENT".

EXPLANATORY STATEMENT

COUNTY has proposed to construct, or cause to be constructed, proposed improvements to US 21/321, North Main Street, located under CSXT's Railroad Bridge at railroad milepost S-357.50, DOT No. 634309C, in Columbia, Richland County, SC, Hamlet Subdivision (the "Project").

COUNTY and City have obtained, or will obtain, authorizations, permits and approvals from all local, state and federal agencies, and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

COUNTY acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other COUNTY contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of COUNTY or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations, subject to the provisions of this agreement.

It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

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NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 Preparation and Approval. During the construction phase of the Project and pursuant to Exhibit A of this Agreement, all plans, specifications, drawings, and other documents necessary or appropriate to the design shall be prepared at COUNTY's sole cost and expense, by COUNTY or their respective contractors. Project plans, specifications, and drawings prepared by COUNTY or their respective contractors, shall be subject, at CSXT's election, to the review and approval of CSXT. Plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "Plans", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval, or preparation of Plans, pursuant to this Agreement, CSXT signifies only that such Plans and improvements are constructed in accordance with such Plans and improvements to satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of COUNTY or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. COUNTY agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
- 2.2 <u>County Work.</u> COUNTY shall perform, or cause to be performed, all work as set forth by Exhibit A, at COUNTY's sole cost and expense.
- 2.3 <u>Conduct of Work.</u> CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from COUNTY; (ii) payment of Reimbursable

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Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9.

3. <u>Special Provisions</u>. COUNTY shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in <u>Exhibit C</u> to this Agreement (the "Special Provisions").COUNTY further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT <u>Schedule I</u> to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

- 4.1 Reimbursable Expenses. COUNTY shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.
- 4.2 <u>Estimate</u>. CSXT has estimated the total Reimbursable Expenses for the Project as shown on <u>Exhibit D</u> (the "Estimate", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide COUNTY with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for COUNTY approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to COUNTY, to immediately cease all further work on the Project, unless and until COUNTY provides such approval and confirmation.

4.3 Payment Terms.

- 4.3.1 COUNTY shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to COUNTY for such amounts and COUNTY shall remit payment to CSXT at the later of sixty (60) days following delivery of each such invoice to COUNTY or, the payment date (if any) set forth in the Payment Schedule.
- 4.3.2 Following completion of the Project, CSXT shall submit to COUNTY a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments

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received from COUNTY. COUNTY shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within sixty (60) days following delivery of such invoice to COUNTY. In the event that the payments received by CSXT from COUNTY exceed the Reimbursable Expenses, CSXT shall remit such excess to COUNTY.

- 4.3.3 In the event that COUNTY fails to pay CSXT any sums due CSXT under this Agreement: (i) COUNTY shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to COUNTY: (A) to immediately cease all further work on the Project, unless and until COUNTY pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to COUNTY in accordance with this Section of the Agreement. All payments by COUNTY to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to COUNTY:

CSX Transportation, Inc. P. O. Box 116651 Atlanta. GA 30368-6651

County shall include <u>CSXT OP# SC0318</u> on each check.

- 4.4 <u>Effect of Termination</u>. COUNTY's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
- 5. <u>Appropriations.</u> COUNTY represents to CSXT that: (i) COUNTY has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate and attached as <u>Exhibit D</u>; (ii) COUNTY shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by COUNTY; and (iii) COUNTY shall promptly notify CSXT in the event that COUNTY is unable to obtain such appropriations.

6. Easements and Licenses

- 6.1 <u>COUNTY Obligation</u>. As applicable, COUNTY, DEPARTMENT, and/or CITY shall acquire all necessary licenses, permits required for the Project.
- 6.2 <u>Temporary Construction Licenses</u>. Insofar as CSXT has the right to do so, CSXT hereby grants COUNTY, DEPARTMENT, and/or CITY a nonexclusive license to access CSXT's property, to the extent necessary for the construction of the Project, subject to the terms as may be defined and imposed by CSXT and such temporary construction easements: (1) to the area and for the purposes described by temporary construction easements expressly delineated by the Plans,

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Richland County File	

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excluding ingress or egress over tracks; and (2) to ingress or egress over tracks as pursuant to the Special Provisions.

- 6.3 <u>License to Use and Maintain</u>. Insofar as CSXT has the right to do so, CSXT hereby grants and conveys, without warranty to COUNTY, DEPARTMENT, and/or CITY a non-exclusive license for the use and maintenance of the Project, as assigned to COUNTY, DEPARTMENT, and/or CITY to maintain, wholly or partly on CSXT property as shown on the Plans approved by CSXT, provided that CSXT is notified prior to any work being undertaken and such work is approved by CSXT.
- 7. <u>Permits.</u> At its sole cost and expense, COUNTY shall procure, or confirm procurement which may be required by others, all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

- 8.1 <u>By COUNTY</u>. For any reason, COUNTY may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. COUNTY shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 <u>By CSXT</u>. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to COUNTY, DEPARTMENT, and CITY in the event COUNTY or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to COUNTY, DEPARTMENT, and CITY.
- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section 8 or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. COUNTY shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce COUNTY'S obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to COUNTY shall be to refund to COUNTY payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

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9. Insurance

9.1 COUNTY shall require its Contractor to purchase and maintain insurance as set forth in the CSXT Insurance Requirements, a copy of which is attached hereto as Exhibit F and made a part hereof ("Insurance Requirements"). In the event that COUNTY, DEPARTMENT, and/or CITY perform work associated with the Project, COUNTY, DEPARTMENT, and/or CITY shall abide by S. C. Code Section 15-78-10, et seq., as further discussed in Section 11 of this Agreement.

A resident agent of the State of South Carolina in accordance with applicable State of South Carolina law shall countersign the insurance required by this Section 9 to be provided by COUNTY's Contractor. Policies for such insurance shall be submitted to and approved by CSXT in accordance with the Insurance Requirements before the commencement of work on or within fifty (50) feet of CSXT's property or right of way.

10. Contractor Provisions

- 10.1 COUNTY shall engage a third party contractor or contractors ("Contractor") to perform all or a portion of the work allocated to COUNTY pursuant to the "Scope of Work" (Exhibit A).
- 10.2 COUNTY shall require the Contractor to perform such work in accordance with the CSXT Special Provisions, a copy of which is attached hereto as Exhibit C and made a part hereof (the "CSXT Special Provisions").
- 10.3 Contractor shall not commence the work of the Project either on CSXT's property or right-of-way or within fifty (50) feet of any railroad property or so as to affect any CSXT railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing, unless and until the Contractor satisfies the following conditions: (1) Contractor shall have executed and delivered to CSXT the Contractor's Agreement, a copy of which is attached to this Agreement as Schedule I; (2) Contractor has provided CSXT with proof of insurance required by the Contractor's Agreement satisfactory to CSXT; and (3) Contractor has otherwise complied with the notice requirements of Section III of the CSXT Special Provisions.

11. Work by COUNTY, DEPARTMENT, or CITY

In the event that COUNTY, DEPARTMENT, or CITY performs any work associated with the Project, with its own employees or agents other than the Contractor, COUNTY, DEPARTMENT, or CITY shall perform such work in accordance with and abide by the CSXT Special Provisions, except that CSXT acknowledges that COUNTY, DEPARTMENT, or CITY's liability for damages of any kind arising from its own tortuous activity is limited by the S. C. Tort Claims Act (S. C. Code Section 15-78-10, et seq.) and the COUNTY, DEPARTMENT, or CITY's general liability insurance, if any, covers liability only within the limits of the S. C. Tort Claims Act and nothing in this Agreement or the Special Provisions shall be construed to expand COUNTY, DEPARTMENT, or CITY's liability for its actions performed on the CSXT right of way beyond the limits of the S. C. Tort Claims Act.

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Richland County File:	

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11.1 <u>Notice of Incidents</u> COUNTY and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project.

11.2 <u>Survival</u> The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Ownership and Maintenance

- 12.1 <u>By COUNTY</u> Until Project is accepted by the DEPARTMENT and CITY, COUNTY shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. The COUNTY shall follow the process for project completion as directed in intergovernmental agreement (IGA-25-14) between County and DEPARTMENT executed February 7, 2014. In the event COUNTY fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at COUNTY's sole cost and expense.
- 12.2 <u>Alterations</u> COUNTY, DEPARTMENT, and/or CITY shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.
- 12.3 <u>Maintenance</u> Upon completion of the Project, and acceptance by the DEPARTMENT and CITY, the DEPARTMENT and CITY, shall maintain, repair, and renew, at its sole cost and expense, all permanent improvements constructed under the Project and defined below.
 - 12.3.1 <u>DEPARTMENT Maintenance</u>. DEPARTMENT shall maintain the roadway identified as US 21/321, North Main Street. Additionally, DEPARTMENT will maintain the curb & gutter and sidewalks which run parallel to US 21/321 on CSXT's property at railroad milepost A 412.85. Also at this location, the DEPARTMENT shall maintain the approved storm water drainage structures constructed under the Project.
 - 12.3.2 <u>CITY Maintenance.</u> CITY shall maintain street lights, landscaping, and joint use utility duct bank constructed under the Project and located on CSXT's Property at railroad milepost A 412.85.
- 13. <u>Independent Contractor</u> The parties agree that neither COUNTY nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by COUNTY or COUNTY's Contractors, or the construction practices, procedures, and professional judgment employed by COUNTY or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 13 shall in no way affect the absolute authority of CSXT to prohibit COUNTY or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

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City of Columbia File:	
Richland County File:	

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- 14. Entire Agreement This Agreement, which embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of the parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
- 15. <u>Waiver</u> If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
- 16. <u>Assignment CSXT</u> may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. COUNTY shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
- 17. <u>Notices</u> All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation Public Projects

500 Water Street Jacksonville, FL 32202

Attn: Director Project Management-Public Projects

If to COUNTY: Richland County

2020 Hampton Street Columbia, SC 29204

Attention: Rob Perry, Director of Transportation

If to DEPARTMENT: South Carolina Department of Transportation

955 Park Street, Room 422

Columbia, SC 29201

Attention: Railroad Projects Office

If to CITY City of Columbia

Department of Utilities & Engineering

PO Box 147

Columbia, SC 29217

Attention: Paxton Williams, Asst. Real Estate Manager

> Approximate RRMP S-357.5 CSXT File: SC0318

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- 18. <u>Severability</u> The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
- 19. <u>Applicable Law</u>. This Agreement shall be governed by the laws of the State of South Carolina, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in **Richland County**, **South Carolina**, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in **Richland County**, **SC**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION	RICHLAND COUNTY
By:	By:
Name: Ladd Gibson	Name:
Title: Director of Preconstruction	Title:
WITNESS TO SOUTH CAROLINA:	WITNESS TO RICHLAND COUNTY:
CITY OF COLUMBIA	CSX TRANSPORTATION, INC.
By:	Ву:
Name: Teresa B, Wilson	Name:
Title: City Manager	Title:
WITNESS TO CITY OF COLUMBIA	WITNESS TO CSX TRANSPORTATION

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EXHIBIT AALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. COUNTY shall let by contract to its Contractors:
 - 1. Furnishing plans and specifications for CSXT's approval
 - 2. All other work on the project as shown on the plans, except work allocated to CSXT below.
- B. CSXT shall perform or cause to be performed:
 - 1. Flagging services and other protective services as may be necessary
 - 2. Construction engineering and inspection to protect the interests of CSXT
 - 3. Accounting and administrative services related to the foregoing

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by City to CSXT for its review and approval:

• Final Review Submittal of the Joint Use Box, Road, Sewer, and Storm Permit Drawings (11-sheets) received on February 3, 2016 ("Final Plans")

City of Columbia File:	
Richland County File:	
•	CDOT File:0042583

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"County" shall mean Richland County.

"County Representative" shall mean the authorized representative of Richland County.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the County or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. County or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. County or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve County or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, County or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of County or its Contractor, require

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or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

- III. NOTICE OF STARTING WORK. County or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
 - A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date County or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
 - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
 - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or County, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or County, but must be approved by both CSXT and County. County or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should County or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the County or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If County or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the County or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein County or Contractor agrees to bear all costs and liabilities related to such access.
- B. County and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

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City of Columbia File:	
Richland County File:	
	CDOT File:0042583

VI. COOPERATION AND DELAYS

- A. County or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, County or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. County or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. County and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. County and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. County and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by County or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

County and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless County or Contractor has received CSXT Representative's prior written permission. County and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require County or Contractor to move, such material and equipment at County's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

- 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
- 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
- 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which County and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

	CDAT THE DC051
City of Columbia File:	
Richland County File:	
•	DOT File:004258

B. Blasting

- 1. County or Contractor shall obtain CSXT Representative's and County Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, County or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of County or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. County or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at County's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at County's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If County's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, County shall bear the entire cost thereof.
 - e. County and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise County or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

County or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. County or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw

City of Columbia File:
Richland County File:
SCDOT File:0042583

barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to County's or Contractor's operations shall be performed at County's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever County or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. County shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. County or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. County shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve County or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and County shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by County using the new rates. County and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

County shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

City of Columbia File:
Richland County File:
SCDOT File:0042583

County or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to County or Contractor. County or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If County or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require County and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due County and/or Contractor; (c) CSXT may require County to withhold monies due Contractor; and (d) CSXT may cure such failure and the County shall reimburse CSXT for the cost of curing such failure.

Project: US 21/321, North Main Street, Improvements
Richland County, SC
Approximate RRMP S 357.5
CSXT File:SC0318
City of Columbia File:
Richland County File:

SCDOT File:0042583

EXHIBIT D

INITIAL ESTIMATE ATTACHED

CSX TRANSPORTATION, INC. FORCE ACCOUNT ESTIMATE

ACCT. CODE: 709 - SC0318

ESTIMATE SUBJECT TO REVISION AFTER: 6/14/2016 DOT NO.: 634309C CITY: Columbia COUNTY: Richland STATE: SC DESCRIPTION: Estimate for construction engineering, inspection, and flagging services in support of Roadway, drainage, and utility improvements along Main St. (US-21/321) below CSXT DIVISION: Florence SUB-DIV: Hamlet MILE POST: S-357.50 AGENCY PROJECT NUMBER:			
PRELIMINARY ENGINEERING:			
212 Contracted & Administrative Engineering Services Subtotal	\$		
Subtotal	φ	-	
CONSTRUCTION ENGINEERING/INSPECTION:	œ	4.000	
212 Contracted & Administrative Engineering Services (CSXT In-House) 212 Contracted & Administrative Engineering Services (ARCADIS)	\$ \$	1,000 19,000	
Subtotal	\$	20,000	
FLAGGING SERVICE: (Contract Labor) 070 Labor (Conductor-Flagman) 050 Labor (Foreman/Inspector) 070 Additive (Transportation Department) 050 Additive 163.09% (Engineering Department) 230 Per Diem (Engineering Department) 230 Expenses Subtotal SIGNAL & COMMUNICATIONS WORK:	\$ \$ \$ \$ \$ \$	95,878 - 146,818 - 14,675 - 257,371	
TRACK WORK	\$		
TRACK WORK:	Ф	-	
PROJECT SUBTOTAL	\$	277,371	
900 CONTINGENCIES: 10.00%	\$	27,737	
GRAND TOTAL ************************************	\$	305,108	
Agency <u>100.00%</u> Railroad	\$ \$	305,108	
TOTAL ************************************	\$	305,108	

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: J. Schofield, ARCADIS Approved by: DLS CSXT Public Project Group

DATE: 12/10/2015 REVISED: DATE: 12/17/15

ESTIMATE FOR CONSTRUCTION ENGINEERING AND INSPECTION



Date: **December 17, 2015**

Location: Columbia, Richland Co., SC, OP Number: SC0318

 Milepost
 S-357.50
 GEC Number:
 CXPP1521.PE00

 DOT Number:
 634309C
 RailDOCS No.:
 DCSC2015005

Description: Roadway and utility improvements along Main St.

(US-21/321) under CSXT bridge

LABOR COST CALCULA	TOR				
	Assco. Proj.	Tech. Serv.			
	Manager	Specalist	Sr. Engineer I	Engineer III	Clerical
<u>Task</u>	(\$145/ hr.)	(\$128/ hr.)	(\$108/ hr.)	(\$92/ hr.)	(\$69/ hr.)
CE&I Project File Setup, Initiations and Coordination, and contract plan review	1	1		2	1
Generate and distribute CSXT Notice To Proceed and acknowledgement letter	1			4	
Generate CSXT preconstruction meeting packet and meeting preparation	1	1		2	
Ongoing coordination of scheduling, insurance approval, and flagging protection		4			
Preconstruction meeting w/ preparation, reporting, & travel from Charlotte, NC		2	10		
Inspection of storm pipe installation w/ report and travel from Charlotte(3 days)			30		
Bi-Monthly progress inspections w/ reporting and travel from Charlotte for 9 months		3	45		
Final inspection with reporting and travel from Charlotte office			10		
Ongoing admin., management, accounting, oversight (12 mo. of active construction)	6	12		4	6
Project and billing close-out activities	1	1			1
Total Hours	10	24	95	12	8
Total Cost by Staff	\$1,450.00	\$3,072.00	\$10,260.00	\$1,104.00	\$552.00
·	Subtotal ARCADIS Labor \$16,438.0				\$16,438.00

SUMMARY OF EXPENSES (NON-LABOR DIRECT COSTS)					
ITEM	Quant.	Unit Price	<u>TOTAL</u>		
Postage / Shipping			\$30.00		
Individual/Company Vehicle mileage from Charlotte office, two-way = 184.0 mi.	15 trip(s)	0.575	\$1,587.00		
Lodging	4 night (s)	\$120.00	\$480.00		
Individual travel meals	29 meal(s)	\$15.00	\$435.00		
Reproduction and other expenses			\$30.00		
	Subtotal Expenses		\$2,562.00		

TOTAL ESTIMATED PROJECT FEE \$19,000.00

City of Columbia File: ______ Richland County File:

SCDOT File:0042583

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

County will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown on Exhibit D (the "Estimate"). If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoice/invoices to County. County shall make such additional deposit within sixty (60) days following delivery of such invoice to County.

<u>CSXT Schedule PA</u>
(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION		
CSX OP No.: Description: SC0318, Columbia, R (US-21/321) and CSXT, DOT No. 63		tscaping improvements along Main St. Hamlet Sub.
Payment is hereby provided in accompanies and Agreement dated Carolina Department of Transportation	cordance with the term, 20, between R on and CSX Transportation ************************************	**************************************
	CSX Transportation P.O. Box 116651 Atlanta, GA 30368-6	
********	******	***********
Payment due within sixty (60) days understanding that no work shall be	· · ·	·
********	******	**********
(All information belo	ow to be completed by A	Agency providing Payment)
Payment Date	Payment Amount	Check No.
**********	********	
Date:		By:
Please send e-copy of check to:		Name:
Joseph.schofield@arcadis.com and Lauraetta Washington@csx.com		Phone:
		Fmail:

Project: US 21/321, North Main Street, Improvements Richland County, SC Approximate RRMP S 357.5 CSXT File:SC0318

City of Columbia File: ______ Richland County File:

SCDOT File:0042583

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

County and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

- 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].
- 3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.
- 4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy. The address should be listed as:

CSX Transportation, Inc. 500 Water Street - C907 Jacksonville, FL 32202

- c. Name and Address of Contractor and County must be shown on the Declarations page.
- d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
- e. Authorized endorsements must include the Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
- f. Authorized endorsements may include:

Project: US 21/321, North Main Street, Improvements Richland County, SC Approximate RRMP S 357.5 CSXT File:SC0318

City of Columbia File:	
Richland County File:	
SC	CDOT File:0042583

- (i) Broad Form Nuclear Exclusion IL 00 21
- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index CL/IL 240
- g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

<u>insurancedocuments@csx.com</u> with a copy to Mr. Randy Koonce, ARCADIS at <u>Randy.Koonce@arcadis-us.com</u>.

2. Neither County nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

Project: US 21/321, North Main Street, Improvements
Richland County, SC
Approximate RRMP S 357.5
CSXT File:SC0318
City of Columbia File:
Richland County File:
SCDOT File:0042583

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

on or about CSXT's property for the purposes of	e. ("CSXT") and to induce CSXT to permit Contractor performing work in accordance with the Agreement City of Columbia, Richland County, State of South
Carolina, and CSXT, Contractor hereby agrees to	
	Contractor:
	By:
	Name:
	Title:
	Date:

\\COR\130459.7

Fourth Supplemental Agreement to the Cooperative Intergovernmental Agreement between Richland County, South Carolina, and the South Carolina Department of Transportation for the Richland County Sales Tax Transportation Program

	THIS	FOURTH	SUPPL	LEM!	ENTAL	AGREEN	MENT	is	made	this _		da	y of
		, 20	016, by	and	between	Richland	County	y (t	he "Co	unty")	and 1	the S	South
Caroli	ina Depa	artment of T	ransport	tation	ı ("SCDO	OΤ").							

WITNESSETH that:

WHEREAS, on <u>February 7, 2014</u>, the County and SCDOT entered into a Cooperative Intergovernmental Agreement defining the responsibilities of each of them with regard to certain projects to be undertaken under the Richland County Sales Tax Transportation Program; and

WHEREAS, the County intends to widen North Main Street (also known as the Seamless City Revitalization Project) between Anthony Avenue and Fuller Avenue which project is to include street lighting, landscaping, adding a median lane, and a raised median and is more particularly described herein below; and

WHEREAS, SCDOT is willing to provide its share of funding as identified herein from the sources listed below; and

WHEREAS, because SCDOT's funding will include federal funds the County is required to apply for and obtain "Local Public Agency" status through SCDOT and comply with SCDOT's Local Public Agency Administration requirements prior to commencing the Project;

NOW, THEREFORE, in consideration of the promises and the benefits accruing to the people of Richland County and the State of South Carolina, the parties agree as follows.

I. <u>Project Description:</u>

The Project which is the subject of this Agreement consists of the design, right-of-way, construction, and construction engineering and inspection, to SCDOT and Federal standards, of a section of US 21 (North Main Street) in Richland County consisting of up to four phases. The COUNTY will determine which of the following four phases to pursue under this Agreement based on availability of funding, readiness of third-party agreements, or other conditions.

- Phase 1A2 From Anthony Avenue to the CSX Railroad Trestle (near Parkside Ave.);
- Phase 2 Monticello Road Intersection Improvements from Kortright Street to Jackson Avenue;
- Phase 3 From CSX Railroad Trestle (near Parkside Ave.) to Kortright Street:
- Phase 4 From Jackson Avenue to Fuller Avenue.

The improvements include widening, street lighting, landscaping, drainage improvements, water/sewer improvements, adding a median lane, a raised median, adding accommodations for bus stops, and relocating overhead utilities to underground, while relocating other utilities to accommodate the road improvements.

Exhibit A (attached hereto and specifically made a part of this Agreement) presents a map depicting the PROJECT area and additional PROJECT information.

II. Obligations of the Parties:

A. The COUNTY will:

- 1) Apply through SCDOT for Local Public Agency status prior to commencing the PROJECT's construction phase of work, including compliance with all administrative procedures and obtaining all necessary approvals as identified in the SCDOT's "Local Public Agency Project Administration Procedures", available on the internet at http://www.scdot.org/doing/localPublicAdmin.aspx.
- 2) Carry out the implementation of the PROJECT pursuant to federal and state requirements for Local Public Agency Administration.
- 3) Provide by force account or contractor PROJECT design, right of way acquisition services, and construction services, including bidding, letting and awarding the construction contract and required construction engineering and inspection (CEI).
- 4) Perform all required services in accordance with State, Federal and SCDOT guidelines considered appropriate by the SCDOT and as outlined in the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.
- 5) Acquire in accordance with all laws and regulations, both Federal and State, and in the name of the COUNTY the right of way necessary to construct the PROJECT.
- 6) To the extent permitted by existing South Carolina law, the COUNTY hereby assumes complete responsibilities for any loss resulting from bodily injuries (including

death) or damages to property, arising out of any act or failure to act on the COUNTY's part, or the part of any employee of the COUNTY in performance of the work undertaken under this Agreement.

B. SCDOT will:

- 1) Provide SCDOT's maximum funding for the PROJECT as more specifically set out below under Section III Funding of this Agreement.
- 2) Perform all required services in accordance with the before mentioned Cooperative Intergovernmental Agreement between the COUNTY and SCDOT.
- Accept responsibility for normal roadway maintenance or improvements made under this PROJECT on existing SCDOT right of way and right of way acquired in the name of the COUNTY, in accordance with SCDOT policies and procedures, after construction of the PROJECT is completed by the COUNTY. SCDOT will not accept maintenance responsibility for the following items: sharrows, bike racks, bus shelters, street lights or fixtures, electrical, landscaping, irrigation, brick in-lay in sidewalks, multiuse paths, and any other peripheral non-roadway items. SCDOT shall accept maintenance responsibility for sidewalk adjacent to the roadway. A separate maintenance agreement will be executed between the City of Columbia and SCDOT for this project for maintenance of items not included in normal roadway maintenance.

III. Funding:

- A. The COUNTY estimates the total cost for the PROJECT to be Fifty Two Million Five Hundred Eighty Thousand Five Hundred Ninety Three Dollars (\$52,580,593.00).
- B. The SCDOT will contribute the MAXIMUM funding of Eleven Million Three Hundred Ten Thousand Dollars (\$11,310,000.00) to be used towards for construction costs identified for the PROJECT. This funding consists of \$10,000,000 in federal FY14 TIGER Grant funds and \$1,310,000.00 in Federal Earmark funds (Composed of Tea-21, 2005 Appropriations, and 2010 Appropriations Earmarks).
- C. The COUNTY will be responsible for 100% of the cost of the PROJECT in excess of the (\$11,310,000.00) provided by the SCDOT. Please see the funding

- summary on page 6. The COUNTY will also be responsible for a \$2,500,000.00 local match to the FY14 TIGER Grant.
- D. In its determination of which phases of work to construct under this Agreement, the COUNTY will ensure that the selected scope of work consists of sufficient eligible reimbursable expenses to fulfill its funding obligations under the FY14 TIGER Grant including its local match and the Federal Earmark funding
- E. The SCDOT will reimburse for eligible construction services only. The SCDOT will make payment to the COUNTY for all eligible reasonable costs incurred by the COUNTY, at a rate of 80% of the TIGER Grant funding and 100% of Federal Earmark funding (SCDOT's maximum funding) for the PROJECT based on a valid invoice submitted by the COUNTY to the SCDOT. A valid invoice is considered an invoice from the COUNTY to the SCDOT and supported by suppliers' invoices and the COUNTY's financial records. Such invoices will be certified as true and correct by the COUNTY and submitted to the SCDOT not more often than monthly. EXHIBIT B, attached hereto and specifically made a part of this Agreement, represents an acceptable invoice form.

Once SCDOT receives invoices, the COUNTY will initially be reimbursed from the TIGER Grant funds until those funds are depleted. Thereafter expenditures will be paid from the Federal Earmark funds.

IV. General:

Unless expressly provided herein, all provisions of the Cooperative Intergovernmental Agreement of <u>February 7, 2014</u>, shall remain in full force and effect and the provisions of that Agreement shall govern this supplement.

V. Execution In Counterparts: This Agreement may be executed in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. This Agreement or any counterpart may be executed on signature pages exchanged by facsimile or electronic mail, which signature pages should be deemed originals.

FUNDING SUMMARY

North Main Street Widening					
	Funding Source	Am	ount		
Federal	Earmark Funds -	\$	1,310,000		
İ	TIGER Grant -	\$	10,000,000		
	Total Federal Funds	\$	11,310,000		
Local	Richland County Sales Tax Transportation Program -	\$	30,000,000		
	City of Columbia Water & Sewer -	\$	11,270,593		
	Total Local Funds	\$	41,270,593		
	Total Federal and Local Funds	\$	52,580,593		

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative the day and year first above written.

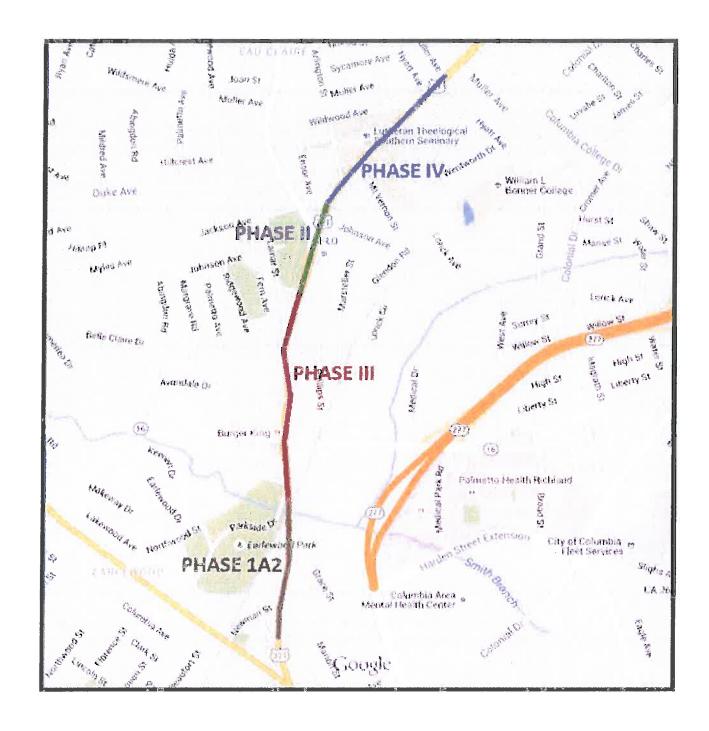
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

RICHLAND COUNTY

By:
By: Chairman, Richland County Council
Attest:
SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
By:
By: Deputy Secretary for Finance and Administration
or Designee
Attest:
RECOMMENDED BY:
By: Deputy Secretary for Engineering or Designee
Deputy Secretary for Engineering or Designee
By ·
By: Chief Procurement Officer or Designee

EXHIBIT A

Map



Phase 1A2 - From Anthony Avenue to the CSX Railroad Trestle (near Parkside Ave.)

Phase 2 - Monticello Road Intersection Improvements from Kortright Street to Jackson Avenue

Phase 3 - From CSX Railroad Trestle (near Parkside Ave.) to Kortright Street

Phase 4 - From Jackson Avenue to Fuller Avenue

INTERGOVERNMENTAL AGREEMENT BETWEEN RICHLAND COUNTY, SOUTH CAROLINA, AND COLUMBIA, SOUTH CAROLINA RELATING TO THE WIDENING AND IMPROVEMENT OF NORTH MAIN STREET BETWEEN ANTHONY AVENUE AND FULLER AVENUE

This agreement (this "Agreement") is made and entered into as of _______, 2015, by and between Richland County, South Carolina (the "County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); and the City of Columbia (the "City"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State.

WITNESSETH:

WHEREAS, a one percent (1%) special sales and use tax (the "Penny Tax") was imposed by and throughout the County pursuant to a successful referendum held in the County on November 6, 2012. One of the projects identified to be completed with a portion of the proceeds of the Penny Tax is the widening of North Main Street between Anthony Avenue and Fuller Avenue, as with funding approved by County Council in the Richland County Transportation Improvement Program as approved on March 17, 2015 (the "Penny Project"); and

WHEREAS, the City has received a grant from the United States Department of Transportation ("Tiger Grant") for the project entitled Seamless City Revitalization Project relating to improvement of North Main Street between Anthony Avenue and Fuller Avenue (the "Tiger Grant Project"); and

WHEREAS, the Penny Project and the Tiger Grant Project are inextricably linked in terms of planning, design, right of way acquisition, bidding and construction and shall collectively be known as the "North Main Project"; and

WHEREAS, the parties have determined that the most efficient and cost effective way to complete the North Main Project is for the County to be responsible for administering certain aspects of the North Main Project including the management of all funds provided through the Tiger Grant; and

WHEREAS, the County will execute a supplemental intergovernmental agreement (the "Supplemental IGA") with the South Carolina Department of Transportation (SCDOT) setting forth the terms and conditions upon which the County will manage the funds provided through the Tiger Grant and other Federal earmarked funds; and

WHEREAS, the City wishes to authorize the County to construct the North Main Project on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements between the parties as set forth herein and other good and valuable consideration, the parties hereto do agree as follows:

- 1. <u>Term of Agreement</u>. This Agreement shall take effect upon its execution and shall terminate upon the occurrence of (a) the acceptance of the completed North Main Project by the SCDOT, and (b) the payment to the County of all amounts owed by the City.
- 2. <u>Description of Project</u>. The North Main Project shall consist of widening and improving North Main Street between Anthony Avenue and Fuller Avenue and will include detailed design services,

right-of-way acquisition, mobilization, traffic control, clearing and grubbing, drainage and erosion control, utility service conversions and undergrounding, roadway widening and paving, street lighting, traffic signalization, water and sewer improvements, and appropriate construction engineering inspection services. The City shall provide to the County approved, signed right-of-way plans. Pursuant to the right-of-way plans, the County shall acquire the rights-of-way as needed and produce final construction plans (the "Project Plans"). Such Project Plans shall be consistent with the requirements of the Tiger Grant Agreement.

- 3. City Consent; Exemption from Assessments. The City hereby consents to the construction of or improvements to the aforesaid North Main Project within its corporate limits in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the City for the County to complete the North Main Project under the Project Plans and within the Project Budget; provided, however, contractors, subcontractors and utility companies shall not be relieved of responsibility to obtain required permits and approvals with regard to construction and improvements within the City's limits. The City shall exempt all existing rights-of-way, any new right-of-way, and all other properties purchased in connection with the right-of-way for the North Main Project from any general or special assessment against real property for municipal services.
- 4. Requirements of Tiger Grant. The City is a party to the Tiger Grant Agreement, a copy of which is attached hereto (Exhibit A), and shall have sole responsibility for compliance with the terms and conditions of the Tiger Grant Agreement. The County will assist the City in meeting the City's Reporting Requirements as set out in Section 3 of the Tiger Grant Agreement. The County shall have no obligation to comply with the terms and conditions of the Tiger Grant Agreement, and in no event will the County become or be considered a party to the Tiger Grant Agreement; provided, however, the County will comply with the terms and conditions of the Supplemental IGA.
- 5. Funding. The total cost of the North Main Project shall be funded from several sources including the Tiger Grant, other Federal earmarked funds, Penny Tax, water and sewer capital improvement program funds from the City, as shown on the budget attached hereto (Exhibit B) (the "Project Budget"). Funding from the City for water and sewer improvements included in the project shall be provided in two payments to the County. The first payment shall be provided to the County no later than 3 months after contract award is approved by the County for the project. The first payment shall include 50% of the funding for the water and sewer improvements. The second payment shall provide the remaining funding for the water and sewer improvements to the County no later than 15 months after contract award is approved by the County for the project.
- 6. Project Budget. The parties have each reviewed the Project Budget and agree that it is reasonable, accurate and sufficient to complete the North Main Project; however, the County does not guarantee completion of the North Main Project within the Project Budget. If actual construction costs as reflected in the low bid are over budget, the County will work with the City to revise the Project Plans as necessary to bring the cost within the Project Budget. Until the Project Plans have been revised such that the bid for the North Main Project is within the Project Budget, a Notice to Proceed will not be issued. If the actual costs of the North Main Project with the exception of water and sewer improvements are less than the Project Budget, the County's financial participation shall be lowered to cover actual costs. The City is responsible for funding the total City-owned water and sewer improvements.

If, during construction, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding. In such case, the County will cooperate with the City in revising the Project Plans as necessary to complete the North Main Project within the Project Budget. If the parties cannot agree on revisions to the Project Plans, the County may, in its sole discretion, approve

revisions to the Project Plans as necessary to complete the North Main Project within the Project Budget. In no event will the County provide more than the \$30,000,000 reflected in the Project Budget; however, the City may provide additional legally-available funds to be used as directed by the City.

- 7. Payments to the County. Payments to the County from funds other than the Penny Tax shall be made pursuant to the Project Budget. Prior to the commencement of construction, the City will transfer the water and sewer funds to the County. The County shall hold such funds in a separate account and use those funds only for the purposes intended as reflected in the Project Budget.
- 8. <u>Procurement</u>. The County shall conduct the procurement process for all aspects of the North Main Project in an manner consistent with its procurement requirements and any Federal or State procurement requirements.
- 9. <u>Managing Construction of North Main Project</u>. The County shall be responsible for managing all aspects of the construction in the North Main Project in a manner consistent with the Project Plans and Project Budget, in accordance with applicable State and Federal standards. The County may, in its sole discretion, authorize change orders that it deems necessary to complete the North Main Project so long as such change orders are within the scope of the Project Plans and the Project Budget.
- 10. <u>Utility Relocation</u>. The North Main Project includes the relocation of City-owned water and sewer utilities as shown on the Project Plans and will be funded as shown on the Project Budget. All privately-owned utilities other than power lines or poles including, but not limited to, gas pipes, manholes, cables and fiber optics, located within the existing right-of-way shall be relocated at the utility's expense. Payment for the relocation of privately-owned utilities will only be made if the private utility can demonstrate a prior right of occupancy. With the cooperation of the City, the County's Utility Coordinator will coordinate the relocation of all utilities. The County shall not be liable for damages to property or injuries to persons as a consequence of placing, maintaining, or removing any utility by the City or its contractors.

In connection with the North Main Project, the City shall, using the existing Franchise Agreement with South Carolina Electric and Gas (SCE&G), relocate overhead electrical lines into an underground duct bank based upon plans approved by the Countyduring utility relocation coordination. Reimbursement for the relocation of overhead electrical lines and underground duct bank shall be coordinated and managed by the City and SCE&G and such reimbursement by the County shall be only for relocations pre-approved by the County. If costs for the installation of the underground duct bank or any of the privately-owned utilities which are eligible for reimbursement result in the Project Budget being insufficient to complete the North Main Project, the County shall not be responsible for obtaining and providing additional funding.

- 11. <u>Disagreements or Disputes</u>. Any disagreement or dispute under this Agreement shall be addressed by the County Administrator and City Manager who shall each make a good faith effort to resolve the disagreement or dispute. In the event this process is unsuccessful, either party may seek redress from the Court of Common Pleas for Richland County. Such proceedings shall be non-jury.
- 12. <u>Defaults and Remedies</u>. In the event either party shall violate or fail to comply with any provision or obligation of this Agreement or shall fail or refuse to perform or deliver the services required hereunder, and such refusal or failure shall continue for a period of 30 days after written notice, that party may be declared to be in default of this Agreement. As to any such default not involving non-payment, any obligation which has not been performed shall be deemed a ministerial act and subject to remedies of mandamus and mandatory injunction requiring the defaulting party to perform the obligation. The non-defaulting party shall be deemed to have had no adequate remedy at law for such default.

- 13. <u>Default Involving Non-Payment by the City to the County and Remedies</u>. In the event of a default involving non-payment by the City to the County under this Agreement, the past due amount shall accrue interest at the rate set forth in S.C. Code of Laws Section 34-31-20(A).
- 14. <u>Waivers</u>. No waiver of any default by the County or the City hereunder shall be implied from any delay or omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waiver of any terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same term or condition. The consent or approval by a party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.
- 15. <u>Notices and Consent</u>. All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, personal delivery, or courier delivery. All such notices shall be addressed to the parties as follows:

Richland County
Post Office Box 192
Columbia, SC 29202
Attn: County Administrator
City of Columbia
Post Office Box 147
Columbia, SC 29217
Attn: City Manager

Any consent required in this Agreement shall be in writing signed by the City Manager or her designee or the County Administrator or his designee, as applicable.

- 16. <u>Governing Law.</u> This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of the County for resolution of any dispute arising hereunder.
- 17. <u>No Construction Against Drafter</u>. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.
- 18. <u>Severability</u>. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.
- 19. <u>Counterparts</u>. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.
- 20. <u>Entire Agreement</u>. This Agreement represents the entire and integrated agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the North Main Project.

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

RICHLAND COUNTY, SOUTH CAROLINA
By: Printed Name: Torrey Rush Title: Chair, County Council
CITY OF COLUMBIA, SOUTH CAROLINA
By:
Printed Name: Stephen K. Benjamin Title: Mayor

EXHIBIT A

TIGER GRANT AGREEMENT

[See attached]

EXHIBIT B

PROJECT BUDGET

[SEE ATTACHED]

Comparison Details			
Title	pdfDocs compareDocs Comparison Results		
Date & Time	12/23/2015 4:20:38 PM		
Comparison Time	1.82 seconds		
compareDocs version	v4.0.3.1		

	Sources
Original Document	[#1219818] [v6] IGA between County and City re: North Main Street Project
Modified Document	[#1219818] [v8] IGA between County and City re: North Main Street Project

Comparison Statistics	
Insertions	10
Deletions	9
Changes	2
Moves	0
TOTAL CHANGES	21

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Name Standard				
Insertions				
Deletions				
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Deleted cells				
Merged cells				
Formatting	Color only.			
Changed lines	Mark left border.			
Comments color	By Author.			
Balloons	False			

compareDocs Settings Used	Category	Option Selected
Open Comparison Report after Saving	General	Always
Report Type	Word	Formatting
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	True
Show Track Changes Toolbar	Word	False
Show Reviewing Pane	Word	False
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Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

March 10, 2016

DRAFT ---RICHLAND COUNTY TRANSPORTATION IMPROVEMENT PROGRAM (CTIP)

CALENDAR YEAR 2016 THROUGH CALENDAR YEAR 2020





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DATES OF ADOPTION AND AMENDMENT ACTIONS

• Adopted by Richland County Council

INSERT DATE

INTRODUCTION

The Richland County Transportation Improvement Program (CTIP) describes the projects, major activities and authorization schedules, and funding to guide the implementation of the Transportation Penny Program for all projects and programs approved in the Richland County November 2012 transportation penny sales tax referendum. The CTIP will specifically address overall program funding, cash flow modeling, alternate funding sources, and project authorization schedules. The CTIP will also show project ranking and projects by Council district. The CTIP will also include, for the projects included in the referendum, any other funding such as the State Transportation Infrastructure Bank, state or federal grants and federal-aid transportation funding that may supplement the funds from the transportation penny.

The CTIP is a five-year project authorization program document; it is not a plan. The CTIP only includes projects for which there is funding expected to be available over the period covered by the CTIP, and therefore, is fiscally constrained.

BACKGROUND AND HISTORY OF THE SALES TAX PROGRAM

Richland County Council established a 39 member citizen Transportation Study Commission in 2006. This Commission held numerous public input meetings and completed a comprehensive study. The study addressed failing roads, the lack of sidewalks and greenway infrastructure, and the unstable bus system. Three transportation modes and the projects needed were addressed: (1) transit (buses), (2) roadway, and (3) bicycle, pedestrian and sidewalks, and greenways. The projects included in this initial study appeared on the ballot on November 2, 2010 but did not pass.

In 2012, the original study was revised which resulted in a reduction in the number of projects and a shorter program timeline. On November 6, 2012, the Richland County voters approved the revised plan of projects funded through a 22-year, \$1.07 billion transportation penny local option sales tax. The "Transportation Penny" will be used to complete major road, bike, pedestrian and greenway projects and fund bus services during that time span.

In April 2013, Richland County Council appointed the Transportation Penny Advisory Committee (TPAC). The function of the TPAC is to review the use of the sales tax. The TPAC is composed of 15 Richland County citizens representing Arcadia Lakes, Blythewood, Columbia, Eastover, Forest Acres, Irmo, and unincorporated areas of Richland County.

The Richland County Council established and, in 2013, staffed a County Transportation Department to oversee and implement the projects approved in the referendum. Council also

selected a Program Development Team in July of 2014 to assist the County's Transportation Department in the delivery of the program.

The Sales and Use Tax collections began on May 1, 2013 and Richland County received the first revenue from the collections in October 2013. The tax revenues are collected by the state and distributed quarterly to the County.

FUNDING SUMMARY

The Richland County Transportation Improvement Program (CTIP) is subject to time and funding constraints as identified and approved by voters in the November 2012 referendum. Specifically, the 1% Sales Tax is to be imposed for not more than 22 years or until a total of \$1,070,000,000 in sales tax revenues has been collected, whichever occurs first. These revenues are to be used to pay the costs of administrative expenses, currently estimated to be \$32,100,000, any debt service should bonds be issued, and the following categories of projects:

ROADWAY

The penny tax program includes widening highways, major intersection improvements, paving dirt roads, and resurfacing local roads. Also included in this category are the identified neighborhood improvement plans, specific "special" projects, and the interchange at Broad River Road and I-20.

Amount: \$656,020,644

TRANSIT

The continued operation and improvements of mass transit services provided by Central Midlands Regional Transit Authority including implementation of near, mid and long-term service improvements are included. These funds are sent directly by the County to the Central Midlands Regional Transportation Authority for their use in providing and increasing transit service in Richland County. These transit funds and any transit projects are not a part of the Richland County Transportation Improvement Program (CTIP), but are administered by the Board of the Transit Authority.

Amount: \$300,991,000

BIKEWAYS, PEDESTRIAN IMPROVEMENTS AND GREENWAYS

The category also includes significant improvements for pedestrians and bicyclists by adding sidewalks and bike paths, improving pedestrian access at intersections and constructing greenways.

Amount: \$80,888,356

These funding allocations among the three categories identified in the 2012 referendum are also shown in chart form in Figure 1.

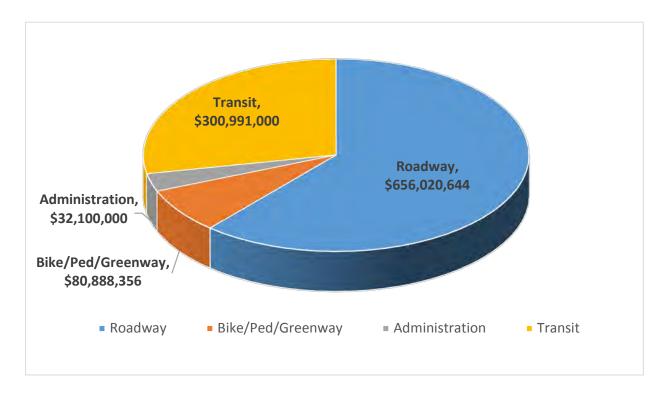


FIGURE 1. TRANSPORTATION PENNY FUNDING SUMMARY

The referendum also allows Richland County to issue up to \$450,000,000 in general obligation bonds to support the program. These bonds may mature over a period not to exceed 22 years, to support the completion of the program.

I. CTIP ADOPTION PROCESS AND PROCEDURES

A five-year CTIP will be adopted annually by County Council at a regular or called meeting. Council may include the review and comments from the TPAC in its adoption decision. Council may have review and recommendations from Council committees prior to adoption by the full Council.

TYPES OF CHANGES TO THE CTIP

There are two types of CTIP changes: adjustments and amendments. As a general rule, significant changes to the cost, scope and schedule of a project result in an amendment to the CTIP, and will require approval by Council. Minor adjustments in fund sources, description, lead agency, project

limits, etc. will be made by the Director of Transportation. The following sections provide a summary of the two types of changes that may be made at any time during the period of the approved CTIP.

AMENDMENTS

Amendments are major changes to a project that alters the scope or cost and will require Council approval. The following changes are examples of changes made through an amendment:

- Adding or modifying project(s)
- Adding or modifying a project phase
- Significant changes in project scope or cost, so as to alter the original intent of the project.

ADJUSTMENTS

The following changes illustrate examples of adjustments that may occur and be approved by the Director of Transportation, as long as the change occurs within the approved timeframe of the approved CTIP, and the change does not adversely affect the timely implementation of any project:

- Change in project sponsor
- Splitting or combining projects for purposes of awarding contracts
- Change or clarification of project description-as long as the change does not significantly alter the original project intent as identified through the project development process
- Redirection of funds between existing phases-as long as a phase is not added or deleted

II. THE CY 2016 – CY 2020 RICHLAND COUNTY TRANSPORTATION IMPROVEMENT PROGRAM (CTIP)

The CTIP describes the projects and their authorization schedules anticipated to be accomplished over the next five (5) calendar years (CY 2016 through CY 2020). The remaining projects, or portions of projects, that are not authorized in the five-year period of the CTIP are shown for information with the estimated remaining cost to complete the entire project included. Also shown are the projects and/or project activities that have been authorized and work begun in CY 2015.

The CTIP is a project authorization program document; it is not a plan. The projects listed in the CTIP are those included in the referendum approved in November of 2012 as well as any projects

added as a result of supplemental funding received from such sources as the State Infrastructure Bank, federal funding, or other grants or awards. All costs for roadway widening and major intersection improvements shown for authorization in the CTIP are the updated and most current estimates for the projects, with construction costs adjusted for expected inflation. The exception to this current or updated cost for roadway projects are the "special" projects, including neighborhood plans, identified in the referendum. The "Special" projects, neighborhood plans, as well as bike, pedestrian, and greenway project costs will be those identified in the list of projects included in the referendum.

The five-year CTIP only includes projects for which there is sufficient funding available from sales tax revenues, bonds, and special awards or grants. Table 2 summarizes the breakdown of the project categories and expected financial authorizations for the five year CTIP period.

Of the "Roadway" projects in this five-year CTIP, almost 62% would be authorized for the widening projects included in the referendum. About 4% is expected to be authorized for major improvements to 15 intersections in the County. Other significant authorizations included in the CTIP include about 11% for those special projects contained in the referendum, as well as about 9% for planned neighborhood improvements identified in the individual adopted neighborhood plans. Dirt road paving has \$36,000,000 authorized and local road resurfacing projects total \$38,000,000 in the CTIP.

The total amount planned to be authorized for Bike/Pedestrian/Greenway projects in the CY 2016 – 2020 CTIP is divided between greenways (24%), bikeways (31%) and sidewalks (40%). The remaining 5% of the projects are pedestrian improvements to enhance walkability at identified intersections.

CASH FLOW PLAN

A detailed financial cash flow plan was developed to ensure funding will be available to implement the CTIP and the expected schedule of authorizations. The Richland County finance advisors provided the estimates of sales tax revenues as well as bonding and debt service requirements for the cash flow plan. The Program Development Team developed the project schedules and expenditures that could be done within the tax and bond revenue cash flow information provided by the County.

A cash flow plan will be maintained throughout the life of the Richland County Transportation Improvement Program (CTIP) and the sales tax program period. Program and project cost and schedule information will be regularly updated to ensure accurate cash needs. These needs will be monitored against current revenue collections and forecasts and additional sources of funds obtained for projects to determine bond needs. Bond and debt will be structured to take advantage of timing and rates in order to minimize borrowing costs.

It is expected that additional funding from federal, state, or other sources will be needed to fully implement all projects as they were envisioned in the referendum. The sales tax revenues and expenditures for roadways, bicycle-pedestrian-greenways, and transit are defined from the referendum and subsequent ordinances adopted to implement the referendum. As project costs are expected to increase over time, it appears essential that additional funding be found to supplement the sales tax and bond revenues – if all projects are to be implemented as planned.

As summarized in Table 1, the expected revenues from the sales tax and bonds are adequate to cover expected expenditure authorizations for the CY 2016 – 2020 CTIP period.

TABLE 1. PROJECTED REVENUES AND EXPENDITURES BY YEAR (CY 2016 – CY 2020)

	Richland County Transportation Sales Tax - Proforma														
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(1)	(J)	(K)					
		Total Sales Tax	Transit	Tax Allocation	Debt Cash Flow		Estimated Project Expenditures		Admin.	Balance					
Period	Date Ending	Collections (2016 Proforma)	Allocation (28.13%)	Roads, Greenway, Admin. Portion	Bond Proceeds (2015 Preforma)	Debt Service (2015 Proforma)	Roadway Projects	Bike/Ped/ Admin. Greenway Allocation Projects (3%)		Cumulative Balance					
1	12/31/2013	\$26,493,296	\$7,452,564	\$19,040,732	\$0	\$0	\$0	\$0	\$794,799	\$18,245,933					
2	12/31/2014	\$54,915,375	\$15,447,695	\$39,467,680	\$49,998,418	\$0	\$14,973,458	\$0	\$1,647,461	\$91,091,112					
3	12/31/2015	\$58,914,223	\$16,572,571	\$42,341,652	\$50,306,770	\$50,500,000	\$15,654,497	\$500,883	\$1,767,427	\$115,316,728					
4	12/31/2016	\$59,503,000	\$16,738,194	\$42,764,806	\$50,000,000	\$50,750,000	\$73,457,705	\$12,273,500	\$1,785,090	\$69,815,239					
5	12/31/2017	\$60,251,000	\$16,948,606	\$43,302,394	\$110,000,000	\$50,997,222	\$93,768,150	\$11,577,700	\$1,807,530	\$64,967,030					
6	12/31/2018	\$60,854,000	\$17,118,230	\$43,735,770	\$250,000,000	\$112,200,000	\$93,209,300	\$12,138,600	\$1,825,620	\$139,329,280					
7	12/31/2019	\$61,463,000	\$17,289,542	\$44,173,458	\$255,000,000	\$259,743,833	\$81,577,000	\$8,588,300	\$1,843,890	\$86,749,715					
8	12/31/2020	\$62,077,000	\$17,462,260	\$44,614,740	\$0	\$11,385,200	\$59,947,400	\$8,908,800	\$1,862,310	\$49,260,745					
9	12/31/2021	\$62,698,000	\$17,636,947	\$45,061,053	\$0	\$11,385,200	\$48,726,400	\$5,819,100	\$1,880,940	\$26,510,158					
10	12/31/2022	\$63,324,000	\$17,813,041	\$45,510,959	\$0	\$11,385,200	\$41,079,100	\$5,000,000	\$1,899,720	\$12,657,097					
11	12/31/2023	\$63,957,000	\$17,991,104	\$45,965,896	\$0	\$11,385,200	\$0	\$0	\$1,918,710	\$45,319,082					
12	12/31/2024	\$64,597,000	\$18,171,136	\$46,425,864	\$0	\$41,095,200	\$0	\$0	\$1,937,910	\$48,711,836					
13	12/31/2025	\$65,243,000	\$18,352,856	\$46,890,144	\$0	\$41,116,800	\$0	\$0	\$1,957,290	\$52,527,890					
14	12/31/2026	\$65,895,000	\$18,536,264	\$47,358,737	\$0	\$41,310,000	\$0	\$0	\$1,976,850	\$56,599,777					
15	12/31/2027	\$66,554,000	\$18,721,640	\$47,832,360	\$0	\$41,347,500	\$0	\$0	\$1,996,620	\$61,088,017					
16	12/31/2028	\$67,219,000	\$18,908,705	\$48,310,295	\$0	\$41,392,250	\$0	\$0	\$2,016,570	\$65,989,492					
17	12/31/2029	\$67,891,000	\$19,097,738	\$48,793,262	\$0	\$41,439,750	\$0	\$0	\$2,036,730	\$71,306,274					
18	12/31/2030	\$38,151,106	\$10,731,906	\$27,419,200	\$0	\$41,485,500	\$0	\$0	\$1,144,533	\$56,095,441					
19	12/31/2031	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,095,441					
20	12/31/2032	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,095,441					
21	12/31/2033	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,095,441					
22	12/31/2034	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$56,095,441					
Totals		\$1,070,000,000	\$300,991,000	\$769,009,000	\$765,305,188	\$858,918,855	\$522,393,010	\$64,806,883	\$32,100,000						

Notes:	$\mathbf{E} = \mathbf{C} - \mathbf{D}$	
	$\mathbf{K} = (\mathbf{E} + \mathbf{F}) - \mathbf{G}$	G - H - I - J

PROJECTS AND AUTHORIZATION SCHEDULES

The following tables show the individual projects or groups by project type that are included in the calendar year 2016 through calendar year 2020 CTIP. Also shown is the remaining cost required after CY 2020 to complete all projects, if they are not scheduled for completion during the CY 2016 through CY 2020 period of this CTIP. Individual projects included in the referendum are grouped as follows:

- Roadway widening
- Major intersection improvements
- Special projects (except neighborhood plans)
- Neighborhood improvements
- Interchange at Broad River Road and I-20
- Greenways

Groups of improvements for the projects in the referendum are shown as a single line item for the following types of projects:

- Sidewalk improvements
- Bikeway improvements
- Pedestrian improvements at intersections
- Dirt road paving
- Local road resurfacing

CTIP PROJECT TABLES (CY 2016 - CY 2020)

Table 2 contains each project or project group and shows the project phase and expected total cost to be authorized for that phase in the calendar year when that activity is expected to be authorized and begin. Those phases and costs to complete that are expected to occur after calendar year 2020 are shown as an entry following the five-year CTIP period.

The initial page shown in Table 2 includes a program summary by year and project category.

TABLE 2. CTIP PROJECTS AND AUTHORIZATION SCHEDULES (CY 2016 – CY 2020)

CTIP Program Summary by Calendar Year and Project Category

	Project Authorization Summary - CY 2016 CTIP														
	All Costs in \$1,000s														
Type Project	2016	2017	2018	2019	2020	Total Authorizations in CTIP	Cost to Complete (after 2020)	TOTAL COST							
Widenings	\$75,843	\$29,713	\$72,844	\$44,160	\$44,580	\$267,140	\$47,470	\$314,610							
Intersections	\$1,712	\$2,900	\$9,588	\$2,200	\$0	\$16,400	\$0	\$16,400							
Special	\$21,645	\$19,000	\$5,558	\$974	\$0	\$47,177	\$65,651	\$112,828							
Spec. NIP	\$2,906	\$10,472	\$10,761	\$3,511	\$12,309	\$39,959	\$22,308	\$62,267							
Resurfacing	\$6,750	\$5,950	\$4,900	\$4,900	\$4,900	\$27,400	\$10,600	\$38,000							
Dirt Roads	\$12,000	\$12,000	\$12,000	\$0	\$0	\$36,000	\$0	\$36,000							
I-20 Interchange	\$0	\$0	\$0	\$0	\$0	\$0	\$52,500	\$52,500							
Total Roadway	\$120,856	\$80,035	\$115,651	\$55,745	\$61,789	\$434,076	\$198,529	\$632,605							
Greenways	\$6,525	\$3,811	\$926	\$2,471	\$0	\$13,733	\$6,243	\$19,976							
Sidewalks	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$23,000	\$2,000	\$25,000							
Bikeways	\$2,500	\$4,000	\$3,500	\$4,000	\$4,000	\$18,000	\$3,000	\$21,000							
Ped. Intersection	\$123	\$906	\$1,806	\$0	\$0	\$2,835	\$0	\$2,835							
Total B/P/G	\$12,148	\$13,717	\$11,232	\$11,471	\$9,000	\$57,568	\$11,243	\$68,811							
Total All Projects	\$133,004	\$93,752	\$126,883	\$67,216	\$70,789	\$491,644	\$209,772	\$701,416							

Table 2 (a) - Roadway Widening Projects

All costs are shown in thousands of dollars and represent the calendar year the work is programmed to begin

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	2016	2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
					Roadways - 1	Widenings	ı		ı			
1	7, 8, 9	Hardscrabble Road (1)	Engr. & Design	SCDOT						\$0		\$0
		Farrow Road to Lake Carolina Blvd.	ROW	SCDOT						\$0		\$0
			Construction		\$9,953	\$9,953	\$9,954			\$29,860		\$29,860
			Total		\$9,953	\$9,953	\$9,954	\$0	\$0	\$29,860	\$0	\$29,860
2	9, 10	Clemson Road	Engr. & Design	Authorized						\$0		\$0
		Near Two Notch to Sparkleberry Crossing	ROW		\$3,700					\$3,700		\$3,700
			Construction			\$12,600				\$12,600		\$12,600
			Total		\$3,700	\$12,600	\$0	\$0	\$0	\$16,300	\$0	\$16,300
3	11	Leesburg Road (2)	Engr. & Design	SCDOT						\$0		\$0
		Fairmont Road to Lower Richland Blvd.	ROW	SCDOT						\$0		\$0
			Construction			\$4,000				\$4,000		\$4,000
			Total		\$0	\$4,000	<i>\$0</i>	\$0	\$0	\$4,000	\$0	\$4,000
4	4	N. Main Street (3)	Engr. & Design	Authorized						\$0		\$0
		Anthony Avenue to Fuller Avenue	ROW	Authorized						\$0		\$0
		Note:County Funds Only. Additional funding will be TIGER grant and federal earmark.	Construction		\$25,500					\$25,500		\$25,500
			Total		\$25,500	\$0	\$0	\$0	\$0	\$25,500	\$0	\$25,500
5	10	Bluff Road Phase One (4)	Engr. & Design	Authorized						\$0		\$0
		Fairgrounds entrance to George Rogers Blvd.	ROW		\$1,350					\$1,350		\$1,350
		Note:County Funds Only. Additional \$1.8 million is federal and CTC.	Construction		\$4,400					\$4,400		\$4,400
			Total		\$5,750	<i>\$0</i>	<i>\$</i> 0	\$0	\$0	\$5,750	\$0	\$5,750
5	10	Bluff Road Phase 2	Engr. & Design	Authorized						\$0		\$0
		National Guard Road to S. Beltline	ROW		\$16,000					\$16,000		\$16,000
		(ROW Authorized over a 2 year period)	Construction				\$15,600			\$15,600		\$15,600
			Total		\$16,000	\$0	\$15,600	\$0	\$0	\$31,600	\$0	\$31,600
6	10	Shop Road Widening	Engr. & Design	Prel. Design (30% plans) Authorized	\$2,300					\$2,300		\$2,300
		George Rogers Blvd to I-77	ROW				\$15,000			\$15,000		\$15,000

Table 2 (a) - Roadway Widening Projects

All costs are shown in thousands of dollars and represent the calendar year the work is programmed to begin

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	· Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
		(ROW Authorized over a 2 year period)	Construction						\$19,200	\$19,200		\$19,200
		period)	Total		\$2,300	\$0	\$15,000	\$0	\$19,200	\$36,500	\$0	\$36,500
7	10, 11	Atlas Road	Engr. & Design	Authorized						\$0		\$0
		Bluff Road to Garners Ferry	ROW		\$3,500					\$3,500		\$3,500
			Construction				\$19,600			\$19,600		\$19,600
			Total		\$3,500	\$0	\$19,600	\$0	\$0	\$23,100	\$0	\$23,100
8	10, 11	Pineview Road	Engr. & Design	Authorized						\$0		\$0
		Bluff Road to Garners Ferry	ROW		\$5,000					\$5,000		\$5,000
			Construction					\$23,900		\$23,900		\$23,900
			Total		\$5,000	\$0	<i>\$0</i>	\$23,900	\$0	\$28,900	\$0	\$28,900
9	2, 7	Blythewood Road	Engr. & Design		\$660					\$660		\$660
		I-77 to S. Mill	ROW				\$4,100			\$4,100		\$4,100
		Include circle at Cobblestone	Construction					\$5,240		\$5,240		\$5,240
			Total		\$660	<i>\$0</i>	\$4,100	\$5,240	\$0	\$10,000	\$0	\$10,000
10	1	Broad River Road	Engr. & Design		\$2,980					\$2,980		\$2,980
		Royal Tower to I-26 (Peak Interchange)	ROW				\$7,500			\$7,500		\$7,500
			Construction						\$22,020	\$22,020	\$0	\$22,020
			Total		\$2,980	\$0	\$7,500	\$0	\$22,020	\$32,500	\$0	\$32,500
11	9, 10	Spears Creek Church Road	Engr. & Design			\$3,160				\$3,160		\$3,160
		Two Notch to Percival Road	ROW					\$7,400		\$7,400	\$0	\$7,400
			Construction							\$0	\$23,440	\$23,440
			Total		\$0	\$3,160	<i>\$0</i>	\$7,400	\$0	\$10,560	\$23,440	\$34,000
12	11	Lower Richland Blvd.	Engr. & Design				\$440			\$440		\$440
		Rabbit Run Road to Garners Ferry	ROW					\$2,300		\$2,300	\$0	\$2,300
			Construction						\$3,360	\$3,360	\$0	\$3,360
			Total		\$0	\$0	\$440	\$2,300	\$3,360	\$6,100	\$0	\$6,100
13	8, 9, 10	Polo Road	Engr. & Design					\$1,020		\$1,020		\$1,020
		Mallett Hill Road to Two Notch	ROW							\$0	\$1,300	\$1,300
			Construction		4-	4-	4-	44	4-	\$0	\$7,480	\$7,480
			Total		\$0	<i>\$0</i>	<i>\$0</i>	\$1,020	\$0	\$1,020	\$8,780	\$9,800
14	2, 7	Blythewood Road (5)	Engr. & Design					\$400		\$400		\$400
		I-77 to Main Street	ROW							\$0	\$500	\$500
			Construction		60	ćo	ćo	6400	ćc	\$0 \$400	\$2,100	\$2,100
			Total		\$0	<i>\$0</i>	<i>\$</i> 0	\$400	\$0	\$400	\$2,600	\$3,000

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
14	2, 7	McNulty (5)	Engr. & Design					\$300		\$300		\$300
		Main Street to Blythewood Rd.	ROW							\$0	\$200	\$200
			Construction							\$0	\$1,700	\$1,700
			Total		\$0	\$0	\$0	\$300	\$0	\$300	\$1,900	\$2,200
14	2, 7	Creech Road (5)	Engr. & Design					\$250		\$250		\$250
		Extension to Main Street	ROW							\$0	\$150	\$150
			Construction							\$0	\$1,400	\$1,400
			Total		\$0	\$0	\$0	\$250	\$0	\$250	\$1,550	\$1,800
14	2, 7	Blythewood Road (5)	Engr. & Design					\$1,500		\$1,500		\$1,500
		Fulmer to Syrup Mill	ROW							\$0	\$750	\$750
			Construction							\$0	\$8,450	\$8,450
			Total		\$0	\$0	\$0	\$1,500	\$0	\$1,500	\$9,200	\$10,700
14	2, 7	Blythewood Rd. Traffic Circle (5)	Engr. & Design		\$500					\$500		\$500
		Intersection with Creech and Cobblestone	ROW				\$650			\$650		\$650
		Include with widening from I-77 to Syrup Mill	Construction					\$1,850		\$1,850		\$1,850
			Total		\$500	\$0	\$650	\$1,850	\$0	\$3,000	\$0	\$3,000

Project	Activity	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
Total All Roadway Widening Projects	Engr. & Design	\$6,440	\$3,160	\$440	\$3,470	\$0	\$13,510	\$0	\$13,510
	ROW	\$29,550	\$0	\$27,250	\$9,700	\$0	\$66,500	\$2,900	\$69,400
	Construction	\$39,853	\$26,553	\$45,154	\$30,990	\$44,580	\$187,130	\$44,570	\$231,700
	Total	\$75,843	\$29,713	\$72,844	\$44,160	\$44,580	\$267,140	\$47,470	\$314,610

- (1) Hardscrabble Road was developed by SCDOT. The cost shown is the Richland County commitment to assist in the project funding.
- (2) Leesburg Road is being developed by SCDOT. The cost shown is the Richland County commitment to assist in the project funding.
- (3) North Main Street was initially developed by the City of Columbia. Richland County is managing the project after design is completed.

The cost shown is the Richland County commitment to assist in the project funding. Additional funding includes a \$10 million TIGER grant and a \$1.3 million earmark.

- (4) This section of Bluff Road was initially developed by SCDOT as a sidewalk project. SCDOT requested the County to assume the lead and make all ultimate improvements. The cost shown includes \$1 million from SCDOT and \$800 thousand from the CTC for construction.
- (5) Blythewood area alternate projects approved by Council on March 17, 2014 to replace Blythewood Road widening from Syrup Mill to US 321.

This action was authorized as shown in the list of widening projects included in the November 2012 referendum.

Table 2 (b) - Major Intersection Improvement Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
					Roadways -	Widenings						
1 (a)	1,7, 8, 9	Six Design Build Intersections - (1)	Engr. & Design	Authorized						\$0		\$0
		(six intersections are includes in one design build contract approved in 2015)	ROW	Authorized						\$0		\$0
			Construction	Authorized						\$0		\$0
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	<i>\$0</i>
1	7	Wilson & Pisgah Church Road	Engr. & Design	SCDOT						\$0		\$0
		(project was completed by SCDOT)	ROW	SCDOT						\$0		\$0
			Construction	SCDOT						\$0		\$0
							•			•		
			Total		<i>\$</i> 0	\$0	\$0	\$0	\$0	<i>\$0</i>	\$0	<i>\$0</i>
1	7	Wilson & Killian	Engr. & Design	SCDOT						\$0		\$0
		(project to be constructed by SCDOT)	ROW	SCDOT						\$0		\$0
			Construction	SCDOT						\$0		\$0
						•	!				8	
			Total		\$0	\$0	\$0	\$0	<i>\$0</i>	<i>\$0</i>	\$0	<i>\$0</i>
2	9,10	Clemson & Sparkleberry	Engr. & Design	Prel. Design Authorized	\$1,200					\$1,200		\$0
		Includes to Mallet Hill on Sparkleberry	ROW			\$2,200				\$2,200		\$2,200
			Construction				\$6,200			\$6,200		\$6,200
			Total		\$1,200	\$2,200	\$6,200	\$0	\$0	\$9,600	\$0	\$8,400
3	4	Bull & Elmwood	Engr. & Design			\$300				\$300		\$300
		(coordinate with Commons development)	ROW				\$300			\$300		\$300
			Construction					\$2,200		\$2,200		\$2,200
			Total		\$0	\$300	\$300	\$2,200	\$0	\$2,800	\$0	\$2,800
4	4	North Main & Monticello	Engr. & Design							\$0		\$0
		(to be done as a part of the N. Main Widening)	ROW							\$0		\$0
			Construction							\$0		\$0
			Total		\$0	\$0	\$0	\$0	<i>\$0</i>	<i>\$0</i>	\$0	\$0

Table 2 (b) - Major Intersection Improvement Projects

All costs are shown in thousands of dollars and represent the calendar year the work is programmed to begin

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
5	2,9	Hardscrabble & Kelly Mill	Engr. & Design							\$0		\$0
		(to be done as a part of the Hardscrabble Road Widening)	ROW							\$0		\$0
			Construction							\$0		\$0
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6	11	Garners Ferry & Harmon	Engr. & Design		\$150					\$150		\$150
			ROW			\$100				\$100		\$100
			Construction				\$750			\$750		\$750
			Total		\$150	\$100	\$750	\$0	\$0	\$1,000	\$0	\$1,000
7	8,9	North Springs & Harrington	Engr. & Design		\$120					\$120		\$120
			ROW			\$200				\$200		\$200
			Construction				\$680			\$680		\$680
			Total		\$120	\$200	\$680	\$0	\$0	\$1,000	\$0	\$1,000
8	9,10	Screaming Eagle & Percival	Engr. & Design		\$242					\$242		\$242
			ROW			\$100				\$100		\$100
			Construction				\$1,658			\$1,658		\$1,658
			Total		\$242	\$100	\$1,658	\$0	\$0	\$2,000	\$0	\$2,000

Project	Activity	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
Total All Intersection Improvement Projects	Engr. & Design	\$1,712	\$300	\$0	\$0	\$0	\$2,012	\$0	\$2,012
	ROW	\$0	\$2,600	\$300	\$0	\$0	\$2,900	\$0	\$2,900
	Construction	\$0	\$0	\$9,288	\$2,200	\$0	\$11,488	\$0	\$11,488
	Total	\$1,712	\$2,900	\$9,588	\$2,200	\$0	\$16,400	<i>\$0</i>	\$16,400

Footnotes:

- (1) The six intersections to be improved under the design build contract are:
 - 1 Clemson Road & Rhame Road / North Springs Road; 2 Broad River Road and Rushmore Road; 3 Farrow Road and Pisgah Road; 4 North Springs Road and Risdon Way; 5 Summit Parkway and Summit Ridge; and
 - 6 Kennerly Road and Coogler / Steeple Ridge Road

Table 2 (c) - Special Projects As Identified in the Referendum

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed 2016	- Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
					Roadways -	Widenings						
1	5	Riverbanks Zoo - Phase 1	Engr. & Design	Authorized						\$0		\$0
		(pedestrian access bridge over the railroad)	ROW	Authorized						\$0		\$0
			Construction	Authorized						\$0		\$0
			Total		<i>\$0</i>	\$0	<i>\$0</i>	\$0	<i>\$0</i>	<i>\$</i> 0	<i>\$0</i>	\$0
2	5	Innovista - Phase 1	Engr. & Design	Authorized						\$0		\$0
		(Greene St. and Foundation Square)	ROW	Authorized						\$0		\$0
			Construction	Authorized	4-	4	4-	4-	4-	\$0	4-	\$0
			Total		<i>\$</i> 0	\$0	<i>\$0</i>	<i>\$0</i>	<i>\$</i> 0	<i>\$</i> 0	<i>\$0</i>	<i>\$</i> 0
3	10	Shop Road Extension - Ph.1	Engr. & Design	Authorized						\$0		\$0
		(Pineview Road to Longview)	ROW	Authorized						\$0		\$0
			Construction		\$18,645					\$18,645		\$18,645
			Total		\$18,645	\$0	\$0	\$0	\$0	\$18,645	\$0	\$18,645
4	5	Innovista - Phase 2	Engr. & Design	Authorized						\$0		\$0
		(Greene Street from Phase 1 to Huger Street)	ROW		\$3,000					\$3,000		\$3,000
			Construction			\$19,000				\$19,000		\$19,000
			Total		\$3,000	\$19,000	\$0	\$0	\$0	\$22,000	\$0	\$22,000
5	10	Shop Road Extension - Ph.2	Engr. & Design				\$5,332			\$5,332		\$5,332
		(Longview to Garners Ferry)	ROW							\$0	\$7,000	\$7,000
			Construction							\$0	\$36,351	\$36,351
			Total		\$0	\$0	\$5,332	\$0	\$0	\$5,332	\$43,351	\$48,683
6	5	Riverbanks Zoo - Phase 2	Engr. & Design				\$226			\$226		\$226
		(other transportation improvements near the Zoo)	ROW					\$60		\$60		\$60
			Construction				\$0	\$914		\$914		\$914
			Total		\$0	\$0	\$226	\$974	\$0	\$1,200	\$0	\$1,200
7	2,9	Kelly Mill Road	Engr. & Design							\$0	\$500	\$500
		(Hardscrabble to school - coordinate with Hardscrabble widening project)	ROW							\$0	\$1,000	\$1,000
			Construction							\$0	\$3,000	\$3,000
			Total		<i>\$0</i>	\$0	<i>\$0</i>	\$0	\$0	<i>\$</i> 0	\$4,500	\$4,500

Table 2 (c) - Special Projects As Identified in the Referendum

All costs are shown in thousands of dollars and represent the calendar year the work is programmed to begin

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
8	10	Commerce Drive Imp.	Engr. & Design							\$0	\$500	\$500
			ROW							\$0	\$1,000	\$1,000
			Construction							\$0	\$3,500	\$3,500
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$5,000
9	5	Innovista Phase 3	Engr. & Design							\$0	\$1,800	\$1,800
		(Williams Street area improvements)	ROW							\$0	\$1,500	\$1,500
			Construction							\$0	\$9,500	\$9,500
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$12,800	\$12,800

Project	Activity	Programmed - 2016	Programmed · 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
Total Special Improvement Projects	Engr. & Design	\$0	\$0	\$5,558	\$0	\$0	\$5,558	\$2,800	\$8,358
	ROW	\$3,000	\$0	\$0	\$60	\$0	\$3,060	\$10,500	\$13,560
	Construction	\$18,645	\$19,000	\$0	\$914	\$0	\$38,559	\$52,351	\$90,910
	Total	\$21,645	\$19,000	\$5,558	\$974	\$0	\$47,177	\$65,651	\$112,828

Note: Neighborhood Improvement Plans were included in the referendum under Special Projects. The Neighborhood Plan Improvements are shown as Table 2 (d).

Table 2 (d) - Special Projects - Neighborhood Improvement Plans

All costs are shown in thousands of dollars and represent the calendar year the work is programmed to begin

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
					Roadways -	Widenings						
1	11	Southeast Richland	Engr. & Design	Authorized						\$0		\$0
			ROW		\$424					\$424		\$424
			Construction			\$6,073				\$6,073		\$6,073
			Total		\$424	\$6,073	\$0	\$0	\$0	\$6,497	\$0	\$6,497
2	4	Broad River Neighborhoods	Engr. & Design	Authorized						\$0		\$0
			ROW		\$6					\$6		\$6
			Construction		\$1,368					\$1,368		\$1,368
			Total		\$1,374	\$0	\$0	\$0	<i>\$0</i>	\$1,374	\$0	\$1,374
3	8	Decker Boulevard	Engr. & Design		\$841					\$841		\$841
			ROW			\$741				\$741		\$741
			Construction				\$10,761			\$10,761		\$10,761
			Total		\$841	\$741	\$10,761	\$0	\$0	\$12,343	\$0	\$12,343
4	8	Candlewood	Engr. & Design		\$268					\$268		\$268
			ROW			\$10				\$10		\$10
			Construction			\$1,572				\$1,572		\$1,572
			Total		\$268	\$1,582	\$0	\$0	\$0	\$1,850	\$0	\$1,850
5	7	Crane Creek	Engr. & Design			\$2,076				\$2,076		\$2,076
			ROW					\$14		\$14		\$14
			Construction						\$12,295	\$12,295		\$12,295
			Total		\$0	\$2,076	\$0	\$14	\$12,295	\$14,385	\$0	\$14,385
6	3	Trenholm Acres / Newcastle	Engr. & Design					\$697		\$697		\$697
			ROW						\$14	\$14	\$0	\$14
			Construction	· · · · · · · · · · · · · · · · · · ·				-		\$0	\$4,096	\$4,096
			Total		\$0	\$0	\$0	\$697	\$14	\$711	\$4,096	\$4,807
7	2, 4, 5, 7	Broad River Road Corridor	Engr. & Design					\$2,800		\$2,800		\$2,800
			ROW							\$0	\$5,600	\$5,600
			Construction							\$0	\$12,612	\$12,612
			Total		\$0	\$0	\$0	\$2,800	\$0	\$2,800	\$18,212	\$21,012

Project	Activity	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
Total Neighborhood Improvement Projects	Engr. & Design	\$1,109	\$2,076	\$0	\$3,497	\$0	\$6,682	\$0	\$6,682
	ROW	\$429	\$751	\$0	\$14	\$14	\$1,208	\$5,600	\$6,808
	Construction	\$1,368	\$7,645	\$10,761	\$0	\$12,295	\$32,069	\$16,708	\$48,778
	Total	\$2,906	\$10,472	\$10,761	\$3,511	\$12,309	\$39,959	\$22,308	\$62,267

Note: Neighborhood Improvement Plans were included in the referendum under Special Projects. The Neighborhood Plan Improvements are shown as Table 2 (d).

Table 2 (e) - Other Roadway Improvement Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
					Roadways -	Widenings						
		INTERCHANGE	Engr. & Design							\$0	\$5,250	\$5,250
Distri	ehiwite	i-20 and Broad River Road Interchange	ROW							\$0	\$12,500	\$12,500
			Construction							\$0	\$34,750	\$34,750
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$52,500	\$52,500
		LOCAL ROAD RESURFACING	Engr. & Design	Authorized	\$600	\$500	\$400	\$400	\$400	\$2,300	\$1,200	\$3,500
			ROW		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Count		(as projects are designed, it is intended that construction begin as soon as feasible)	Construction	Authorized	\$6,150	\$5,450	\$4,500	\$4,500	\$4,500	\$25,100	\$9,400	\$34,500
			Total		\$6,750	\$5,950	\$4,900	\$4,900	\$4,900	\$27,400	\$10,600	\$38,000
		LOCAL DIRT ROAD PAVING	Engr. & Design	Authorized	\$900	\$900	\$900			\$2,700	\$0	\$2,700
			ROW	Authorized	\$700	\$700	\$700			\$2,100	\$0	\$2,100
Count		(as projects are designed, it is intended that construction begin as soon as feasible)	Construction	Authorized	\$10,400	\$10,400	\$10,400			\$31,200	\$0	\$31,200
			Total		\$12,000	\$12,000	\$12,000	\$0	\$0	\$36,000	\$0	\$36,000

Project	Activity	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
Total Other Roadway Projects	Engr. & Design	\$1,500	\$1,400	\$1,300	\$400	\$400	\$5,000	\$6,450	\$11,450
	ROW	\$700	\$700	\$700	\$0	\$0	\$2,100	\$12,500	\$14,600
	Construction	\$16,550	\$15,850	\$14,900	\$4,500	\$4,500	\$56,300	\$44,150	\$100,450
	Total	\$18,750	\$17,950	\$16,900	\$4,900	\$4,900	\$63,400	\$63,100	\$126,500

Table 2 (f) - Greenway Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
					Green							
1	5, 10	Three Rivers Greenway	Engr. & Design	Authorized		\$250				\$250		\$250
		Lexington County to Broad River	ROW	Authorized						\$0		\$0
			Construction		\$6,000	\$1,550				\$7,550		\$7,550
			Total		\$6,000	\$1,800	\$0	\$0	\$0	<i>\$7,800</i>	\$0	\$7,800
2	4, 5	Lincoln Tunnel	Engr. & Design	Authorized						\$0		\$0
		Taylor Street to Elmwood	ROW	Authorized						\$0		\$0
			Construction	Authorized						\$0		\$0
			Total		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	\$0	\$0	<i>\$0</i>	\$0	\$0
3	6, 10	Gills Creek A	Engr. & Design	Prelim. Design Authorized	\$325					\$325		\$325
		Lake Katherine to Bluff Road	ROW			\$250				\$250		\$250
			Construction			\$1,671				\$1,671		\$1,671
			Total		\$325	\$1,921	\$0	\$0	\$0	\$2,246	\$0	\$2,246
4	4	Smith - Roacky Branch C	Engr. & Design		\$200					\$200		\$200
		Rocky Branch to Harden	ROW			\$90				\$90		\$90
			Construction				\$611			\$611		\$611
			Total		\$200	\$90	\$611	\$0	<i>\$</i> 0	\$901	\$0	\$901
5	6, 11	Gills Breek B	Engr. & Design				\$315			\$315		\$315
		Wildcat Creek and Ft. Jackson Perimeter	ROW					\$280		\$280		\$280
			Construction					\$2,191		\$2,191		\$2,191
			Total		\$0	\$0	\$315	\$2,471	\$0	\$2,786	\$0	\$2,786
6	4	Smith - Rocky Branch B	Engr. & Design							\$0	\$225	\$225
		Clement Road to Colonial Drive	ROW							\$0	\$200	\$200
			Construction							\$0	\$990	\$990
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$1,415	\$1,415
7	4	Smith - Rocky Branch A	Engr. & Design							\$0	\$95	\$95
		Three Rivers to Clement Road	ROW							\$0	\$30	\$30
			Construction							\$0	\$306	\$306
			Total		<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	\$0	\$0	<i>\$0</i>	\$431	\$431

Table 2 (f) - Greenway Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
8	6	Gills Creek C (North)	Engr. & Design							\$0	\$50	\$50
		Trenholm Rd. to Lake Katherine	ROW							\$0	\$15	\$15
			Construction							\$0	\$280	\$280
			Total		\$0	<i>\$0</i>	<i>\$0</i>	\$0	<i>\$0</i>	<i>\$0</i>	\$345	\$345
9	4	Crane Creek A	Engr. & Design							\$0	\$220	\$220
		Monticello Rd. tp Three Rivers	ROW							\$0	\$100	\$100
			Construction							\$0	\$1,222	\$1,222
			Total		\$0	\$0	<i>\$</i> 0	\$0	<i>\$0</i>	\$0	\$1,542	\$1,542
10	4	Crane Creek B	Engr. & Design							\$0	\$80	\$80
		to Smith Branch	ROW							\$0	\$26	\$26
			Construction		4-	4-	4-	4-	4-	\$0	\$354	\$354
			Total		\$0	\$0	\$0	<i>\$</i> 0	<i>\$</i> 0	<i>\$</i> 0	\$460	\$460
11	3, 8	Columbia Mall Greenway	Engr. & Design							\$0	\$100	\$100
			ROW							\$0	\$25	\$25
			Construction							\$0	\$524	\$524
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$649	\$649
12	3, 8	Polo Rd Windsor Lake Blvd. Conn.	Engr. & Design							\$0	\$65	\$65
		Alpine Road to Windsor Lake	ROW							\$0	\$20	\$20
			Construction							\$0	\$301	\$301
			Total		\$0	<i>\$0</i>	\$0	\$0	\$0	\$0	\$386	\$386
13	11	Woodbury - Old Leesburg Connector	Engr. & Design							\$0	\$25	\$25
			ROW							\$0	\$10	\$10
			Construction							\$0	\$81	\$81
			Total		\$0	<i>\$0</i>	\$0	\$0	\$0	<i>\$0</i>	\$116	\$116
14	7	Crane Creek C	Engr. & Design							\$0	\$95	\$95
		Crane Forest	ROW				-			\$0	\$50	\$50
			Construction							\$0	\$649	\$649
			Total		\$0	<i>\$0</i>	<i>\$</i> 0	\$0	<i>\$</i> 0	<i>\$0</i>	<i>\$794</i>	\$794

Table 2 (f) - Greenway Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed - 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
15	4	Dutchman Boulevard Conn.	Engr. & Design							\$0	\$20	\$20
		Dutchman Blvd. to Broad River Road	ROW							\$0	\$5	\$5
			Construction							\$0	\$80	\$80
			Total		\$0	\$0	\$0	\$0	\$0	\$0	\$105	\$105

Project	Activity	Programmed - 2016	Programmed · 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL PROJECT COST
Total All Greenway Projects	Engr. & Design	\$525	\$250	\$315	\$0	\$0	\$1,090	\$975	\$2,065
	ROW	\$0	\$340	\$0	\$280	\$0	\$620	\$481	\$1,101
	Construction	\$6,000	\$3,221	\$611	\$2,191	\$0	\$12,023	\$4,787	\$16,810
	Total	\$6,525	\$3,811	\$926	\$2,471	\$0	\$13,733	\$6,243	\$19,976

Table 2 (g) - Other Sidewalk, Bikeway and Pedestrian Improvement Projects

Project Ranking	Council District or Districts	Project	Activity	Work Authorized Prior to CY 2016	Programmed 2016	Programmed 2017	- Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
					Roadways -	Widenings						
		SIDEWALKS	Engr. & Design	Authorized	\$500	\$500	\$500	\$500	\$500	\$2,500		\$2,500
Countywide	tywide	(design & construction authorized for 2015 work)	ROW	Authorized	\$250	\$250	\$250	\$250	\$250	\$1,250		\$1,250
			Construction	Authorized	\$2,250	\$4,250	\$4,250	\$4,250	\$4,250	\$19,250	\$2,000	\$21,250
			Total		\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$23,000	\$2,000	\$25,000
		BIKEWAYS	Engr. & Design	Authorized	\$500	\$500	\$500	\$500	\$400	\$2,400		\$2,400
Countywide		(design & construction authorized for 2015 work)	ROW	Authorized	\$250	\$250	\$250	\$250	\$200	\$1,200		\$1,200
	tywide	(as projects are designed, it is intended that construction begin as soon as feasible)	Construction	Authorized	\$1,750	\$3,250	\$2,750	\$3,250	\$3,400	\$14,400	\$3,000	\$17,400
			Total		\$2,500	\$4,000	\$3,500	\$4,000	\$4,000	\$18,000	\$3,000	\$21,000
		PEDESTRIAN INTER. IMP.	Engr. & Design		\$120	\$0	\$0			\$120		\$120
Countyw			ROW		\$3	\$3	\$0			\$6		\$6
	tywide	(as projects are designed, it is intended that construction begin as soon as feasible)	Construction			\$903	\$1,806			\$2,709		\$2,709
			Total		\$123	\$906	\$1,806	\$0	\$0	\$2,835	\$0	\$2,835

Project	Activity	Programmed 2016	Programmed - 2017	Programmed - 2018	Programmed - 2019	Programmed - 2020	Total Cost in CTIP (2016 - 2020)	Cost to Complete - Beyond 2020	ESTIMATED TOTAL REMAINING PROJECT COST
Total Other Sidewalk, Bikeway and Pedestrian	Engr. & Design	\$1,120	\$1,000	\$1,000	\$1,000	\$900	\$5,020	\$0	\$5,020
Intersection Projects	ROW	\$503	\$503	\$500	\$500	\$450	\$2,456	\$0	\$2,456
	Construction	\$4,000	\$8,403	\$8,806	\$7,500	\$7,650	\$36,359	\$5,000	\$41,359
	Total	\$5,623	\$9,906	\$10,306	\$9,000	\$9,000	\$43,835	\$5,000	\$48,835

END OF PROJECT TABLE SHEETS



FY 2016 TIGER Discretionary Grant Program

Discussion Point:

Included in your agenda you will find information about the FY 2016 TIGER grant program. The Planning Department has met with transportation staff to discuss submitting grant applications this year for two Neighborhood Improvement Projects funded by the Richland Penny Transportation Program. They are:

- 1. Decker Boulevard
- 2. Broad River Corridor

Master Plans have been adopted to specify the scope of these projects. These Master Plans offer a unique opportunity to request transportation grant funding, like TIGER, because they include so many recommendations related to roadway and infrastructure improvements. Specifically, both these plans recommend improvements to the corridors that will make them more walkable and bikable, while attracting investment and spurring revitalization. We believe the submittal of these two Neighborhood Master Plans, which focus so heavily on corridor revitalization, to be promising for several reasons: both plans have been endorsed by local government via their adoption by County Council, and as such demonstrate significant local support and investment; both plans have multiple implementation-ready projects and both plans have the added benefit of the future commitment of local funds through the Transportation Penny Sales Tax. Additionally, both the Decker Boulevard and Broad River Road Corridor Master Plans are multi-jurisdictional and thus have the potential to catalyze County-City collaboration, which is regarded favorably by federal grant agencies.

Committee Recommendation:

The Committee recommended to direct staff to submit TIGER grant applications for these two projects. The deadline for grant submittal is April 29th.

TIGER Discretionary Grants Information

U.S. Transportation Secretary Anthony Foxx has announced \$500 million will be made available for transportation projects across the country under an eighth round of Transportation Investment Generating Economic Recovery (TIGER) competitive grant program.

Like the first seven rounds, FY 2016 TIGER discretionary grants will fund capital investments in surface transportation infrastructure and will be awarded on a competitive basis for projects that will have a significant impact on the nation, a metropolitan area, or a region. The 2016 TIGER grant program will focus on capital projects that generate economic development and improve access to reliable, safe and affordable transportation for communities, both urban and rural. The



Consolidated Appropriations Act, 2016, does not provide dedicated funding for the planning, preparation, or design of capital projects; however, these activities may be funded as part of an overall construction project.

Since 2009, TIGER has provided nearly \$4.6 billion to 381 projects in all 50 states, the District of Columbia and Puerto Rico, including 134 projects to support rural and tribal communities. Overall, the Department has received more than 6,700 applications requesting more than \$134 billion for transportation projects across the country. The TIGER grant program supports innovative projects, including multi-modal and multi-jurisdictional projects. These federal funds leverage money from private sector partners, states, local governments, metropolitan planning organizations, ports, and transit agencies. The 2015 TIGER round alone is leveraging \$500 million in federal investment to support \$1.4 billion in overall transportation investments.

TIGER funding is provided in the Consolidated Appropriations Act, 2016, signed by President Obama on December 18, 2015. Applications are due April 29, 2016.

Updated: Tuesday, February 23, 2016

- See more at: https://www.transportation.gov/tiger#sthash.ueo25wfg.dpuf

2016 TIGER Benefit-Cost Analysis Guidance

TIGER_VIII_NOFA_BCA_Appendix.pdf

Benefit-Cost Analysis Analyses Guidance for Applicants

Each applicant should provide evidence that the expected benefits of the project *justify* the costs (recognizing that some costs and benefits are difficult to quantify). Benefits include the extent to which residents of the United States as a whole are made better off as a result of the project.

All Applicants should also consult the BCA Resource Guide available on the USDOT TIGER website (http://www.dot.gov/tiger/guidance) and on the NSFHP website (http://www.transportation.gov.NSFHP) that will provide supplemental information, standard monetized values (where available), and updates for preparing a BCA. If after reading this appendix, applicants need additional help, DOT staff are available to answer questions and offer technical assistance until the final application deadline has passed.

This appendix provides general information and guidance on conducting an analysis. In addition to this guidance, applicants should refer to OMB Circulars A-4 and A-94 in preparing their analysis (http://www.whitehouse.gov/omb/circulars/). Circular A-4 also cites textbooks on benefit-cost analysis (e.g., Mishan and Quah[1]) if an applicant wants to review additional background material.



In the Executive Summary for any benefit-cost analysis, applicants should provide a project matrix describing the project and what it changes (see below). This can be either in Word or in Excel. The first column provides a description of the current infrastructure baseline (including anticipated changes over the analysis period) and identifies the problem that the project will address. The second column describes how the project would change the current infrastructure baseline. The third and fourth columns describe the impact of that change and the corresponding population that it affects. The fifth column identifies the economic nature of those benefits. The last columns summarize the results and reference where in the analysis the benefits are calculated. The matrix below provides an example of a completed matrix.

If an application contains multiple separate projects (but that are linked together in a common objective), each of which has independent utility, the applicant should provide a separate matrix (and analysis) for each project. The Executive Summary should also include the full cost of a project, including Federal, State, local, and private funding, as well as expected operations and maintenance costs, and not simply the requested grant amount or the local amount.

In addition to the matrix, the applicant should summarize all pertinent data and quantifiable benefit and cost calculations in a single spreadsheet tab (or table in *Word*). It should also summarize all other benefits that are difficult to quantify, and the applicant would also present this at the beginning of the BCA. The following provides a simplified example for expository purposes of discounted benefits and costs from a road project providing travel time savings to local travelers only over the course of five years. In practice, applicants must estimate both benefits and costs for each year after the project's start date and for a period of time of *at least* 20 years in the future (or the project's useful life if it is shorter). If the project will continue to have benefits beyond the end of the analysis period, applicants can include a residual value of the project at the end of the analysis period (net of residual costs), and treat that as an additional benefit, discounted from the end of the analysis period. Applicants may also discount the benefits and costs separately and calculate a present value of each.

The following sections will help guide applicants through the matrix. This is useful both to fill out the matrix (and in the process to adequately scope and outline the analysis) and to actually carry out the analysis.

Baselines

Applicants should measure costs and benefits of a proposed project against a baseline (also called a "base case" or a "no build" case). The baseline should be an assessment of the way the world would look if the project did not receive the requested grant funding. Sometimes, it is reasonable to forecast that that baseline world resembles the present state. However, it is important to factor in any projected changes (e.g., baseline economic growth, increased traffic



volumes, or completion of already planned and funded projects) that would occur even in the absence of the requested project.

Baseline assumptions need to incorporate the transportation options with the highest net benefits that would be available in the absence of the project. Baselines should incorporate accurate descriptions of current traffic/shipping patterns. It is also important that the applicant assume the continuation of reasonable and sound management practices in establishing a baseline. Assuming, for example, a baseline scenario in which the owner of the facility does no maintenance on the facility and ignores traffic problems and maintenance is not realistic and will lead to the overstatement of project benefits and will affect the rating of the BCA.

Applicants must demonstrate that the proposed project has independent utility. Sub-components of a larger project may have little or no transportation value in the absence of the other components. For example, a ramp to an undeveloped site does not have much utility if the site does not get developed. Applicants should only estimate benefits to current users and to anticipated users only if the construction of the said development is already under way. Applicants should only limit the scope to transportation benefits such as reduced travel time (compared to alternate routes to get to the site without the ramp) and not from the development itself (see *Transfers*).

Baselines also need to be realistic in the transportation assumptions that they make. If a project would construct a short freight rail spur from a railroad mainline to a particular facility, it is unrealistic to assume that, in the absence of the project, individuals would ship cargo by truck for thousands of miles, whereas they would ship the same cargo by rail with the project. A realistic description of current traffic would more likely have current cargo traffic going by rail for most of the distance, and then by truck for the relatively short distance over which rail transportation is not available.

The applicant must make clear exactly what portions of the project form the basis of the estimates of benefits and costs. It is incorrect to claim benefits for the entire project but only count as costs the costs of the portion of the project funded by the grant. Thus, it would be incorrect to attribute all the benefits from a new port facility to a grant when the costs that are counted only cover the portion of the project funded by the grant, for example, paving a loading area.

There are cases where a grant may accelerate completion of the project that an applicant already was going to build. The benefits and costs in this case should thus be limited to the marginal benefits (and marginal costs) of completing the project in a shorter period of time and including the cost of expending resources on the project sooner than otherwise planned (i.e., a "now versus later" comparison).

Alternatives



An applicant should present and consider reasonable alternatives in the analysis. Applicants should evaluate smaller-scale and more focused projects for comparison purposes. For example, if an applicant is requesting funds to replace a pier, it should also analyze the alternative of rehabilitating the current pier. Similarly, if an applicant seeks funds to establish a relatively large streetcar project, it should also evaluate a more focused project serving only the more densely populated corridors of an area. A careful evaluation of the baseline will yield several alternative actions. The analysis should demonstrate that the proposed project is the most cost-effective option of all the alternatives considered.

Affected Population & Types of Impacts

Applicants need to carefully identify the different impacts a project will have. For example, the rationale for many highway projects is to relieve peak-hour congestion which in turn reduces travel times and vehicle emissions. Other highway projects can improve road safety and in turn reduce accidents and corresponding property damage, injuries, and fatalities. It is important that applicants then match the types of impacts to the corresponding affected population (group and number of affected entities). For example, for a passenger project applicants should measure the number of passengers and for a freight project the amount of freight affected.

Applicants should measure affected passenger and freight traffic in passenger-miles and freight ton-miles (and possibly value of freight). If, as is often the case (e.g., projected growth in highway traffic), the affected population is not the same for all years, then the applicant needs to break out affected population annually. Measures of freight traffic might include growing levels of port calls. In some cases, the relevant population is the volume of traffic that the project diverts from one mode to another. Applicants should be realistic as to how the project affects these populations.

Benefits – Long Term Outcomes

Each application must include in its analysis estimates of the project's expected benefits with respect to each of the five long-term outcomes that DOT specified under *Selection Criteria*. We recognize that it may in some cases be unclear in which of these categories of outcomes an applicant should list a benefit. In these cases, it is less important in which category an applicant lists a benefit than to make sure that it lists and measures it (but only once). The following Table provides examples of some of the types of benefits that might be listed under each of the long-term outcomes. These are some of the primary benefit categories, but this is not an exhaustive list. We describe these categories later.

Long-Term Outcome	Types of Societal Benefits
Quality of Life	Land Use Changes that Reduce VMT

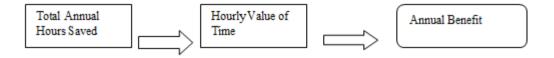




	Increased Accessibility					
	Property Value Increases					
Economic Competivances	Travel Time Savings					
Economic Competiveness	Operating Cost Savings					
Safety	Prevented Accidents (Property Damage),					
Salety	Injuries, and Fatalities					
	Deferral of Complete Replacement					
State of Good Repair	Maintenance & Repair Savings					
	Reduced VMT from Not Closing Bridges.					
Environmental Sustainability	Environmental Benefits from Reduced Emissions					
	Emissions					

Types of Societal Benefits

Travel time savings can result from transportation improvements whose purpose is to expand capacity or improve state of good repair. Where this is the case, applicants should clearly demonstrate how the travel time savings are experienced by the affected population. If travel time savings vary over time, the applicant must clearly show savings by year. The applicant must also be careful to estimate savings solely from the project funded by the requested grant, and not from other related projects not funded by the requested grant. Once the applicant generates its estimate of hours saved, it should apply the Department's guidance on the value of time to those estimates found on both the TIGER website (http://www.dot.gov/tiger/guidance and on the NSFHP website (http://www.dot.gov/tiger/guidance and non-business travelers.



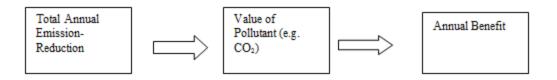
In cases of scheduled passenger travel (transit, passenger train, etc.) where time savings are site-specific, applicants need to demonstrate how this results in a trip-wide reduction in travel time. For example, a 30 second reduction in boarding time on a train platform probably won't result in travel time savings unless there is a corresponding reduction in posted schedules.

Operating cost savings frequently occur from both freight-related and passenger-related projects. Freight-related projects that improve roads, rails, and ports frequently generate savings to



carriers (e.g., fuel savings and other operating cost savings) that they may pass on in whole or in part to shippers by way of lower freight rates. Shippers may, in turn, pass on, in whole or in part, these savings to consumers. Passenger-related projects can also reduce operating costs for passengers by providing lower-cost alternatives to the use of private vehicles or by reducing the operating costs of those vehicles. If applicants are projecting these savings as benefits, they need to carefully demonstrate how the proposed project would generate such benefits. However, applicants must be careful to count the value of the fuel and other operating cost savings (however allocated among carriers, shippers, and consumers) only once in the benefit-cost analysis; it cannot be re-counted in full each time it transfers from one group to the other, as this would entail double-counting of the same benefit.

Transportation can generate environmental costs in the form of emissions of "criteria pollutants" (e.g., SOx, NOx, and particulates) and from the emission of greenhouse gases, such as carbon dioxide (CO₂). Increased traffic congestion results in increased levels of these emissions. Transportation projects that reduce congestion can reduce these emissions and produce *Environmental Benefits* given reduced idling and otherwise constant vehicle-miles travelled. Also, transportation projects that encourage transportation users to shift from more-polluting modes to less-polluting modes can similarly reduce emissions. Applicants claiming these types of benefits must clearly demonstrate and quantify how the project will reduce emissions. Once an applicant has adequately quantified levels of emission reductions, it should estimate the dollar value of these benefits. For sources of information on the social benefits of reducing criteria pollutant emissions, applicants should refer to the online BCA Resource Page found on both the TIGER website (http://www.transportation.gov.NSFHP).

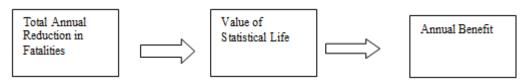


Many infrastructure projects that improve the state of good repair of transportation infrastructure can *reduce long-term maintenance and repair costs*. These benefits are in addition to the benefits of reductions in travel time, shipping costs, and crashes which the applicant should account for separately. Applicants should include these maintenance and repair savings as benefits. Improving state of good repair may also reduce operating costs and congestion by reducing the amount of time that the infrastructure is out of service due to maintenance and repairs, or may prevent a facility (such as a bridge) from being removed from service entirely. The application should also consider differences in maintenance and repair costs when comparing different project alternatives. For example, an applicant can compare the maintenance costs that would be required after rehabilitating an existing pier with those that would be required after building a



new one. As part of the data that go into estimating the benefits of improving the state of good repair, applicants should provide accepted measures for assessing an asset's current condition. For example, applicants can use Present Serviceability Ratings (PSR) or the International Roughness Index to discuss pavement condition and bridge sufficiency ratings to discuss the condition of a bridge. As discussed in the section on costs, the Department expects applicants to consider the life-cycle costs of the project when making these comparisons.

Projects can also improve the *Safety* of transportation. A well-designed project can reduce fatalities and injuries as well as reduce other crash costs. The applicant should clearly demonstrate how the project will improve safety. For example, to claim a reduction in fatalities, an applicant must clearly demonstrate how the existence of the project would have prevented the types of fatalities that commonly occur in that area. Applicants should use crash causation factors or similar analyses of causes of crashes to show the extent to which the type of improvements proposed would actually reduce the likelihood of the kinds of crashes that actually had occurred. Alternatively, when only a few cases are involved, the applicant should provide a description of the incidents and demonstrate the linkage between the proposed project and crash reduction. In some cases, safety benefits may occur because of modal diversion from a less safe mode to a safer mode. When applicants claim this type of benefit, they should provide a clear analysis of why the forecasted modal diversion will take place. Once the applicant has established a reasonable count of the incidents that the project will likely prevent, it should apply the Department's guidance on value of life and injuries (http://www.dot.gov/officepolicy/transportation-policy/guidance-treatment-economic-value-statistical-life) to monetize them. This and other relevant information on Abbreviated Injury Scale (AIS) are available at the BCA Resource Guide found on both the TIGER website (http://www.dot.gov/tiger/guidance) and on the NSFHP website (http://www.transportation.gov.NSFHP).



Applicants must carefully net out other effects before taking benefits from *Property Value Increases* (e.g. from a transit station). For example, if the property value goes up by the exact same value as the developer's investment then this is not a benefit. Property value increases over and above the developer's investment may potentially be a benefit from the project. The analysis should also consider to what extent an increase in land values induced by the project in one area causes a reduction in land values in some other area. Applicants must also net out any property value increases that result from time savings or other benefits that have already been counted. Applicants can only count the net increase in land value as a benefit. Simply asserting that there is a property value increase net of time savings is inadequate. The Department expects any applicant claiming these types of benefits to provide a rigorous justification of the benefit. Applicants should note that any claimed societal benefit from a property value increase is only a





one-time "stock" benefit. Applicants cannot treat it as a stream of benefits accruing annually. To the extent possible, applicant should use survey methods to estimate the value of the estimate the value of the expected property value increase from transit or other transportation improvements. If an applicant uses benefit transfer methods, it should take great care to satisfy the selection criteria and the disqualifying criteria noted in OMB Circular A-4 (p. 25). The basis for the benefit transfer should be a peer reviewed study and we'd expect the proposed project to share similar characteristics with the original project. This would include transit type (e.g. light rail), number of stations, number of track miles, type of neighborhood, retail activity, general demographic characteristics (e.g. per capita income), size of municipality, and geographic region. Meeting all these criteria is difficult, but an applicant should satisfy most of them before applying this approach. If they cannot do so (and this will often be the case), applicants should limit themselves to only a qualitative discussion of these types of benefits.

Transit and bicycle paths may provide greater accessibility to alternative transportation modes, but they will not actually enhance livability unless people use them, and the desire to use them will depend in part on where these modes go and on the amenities provided with them. If there is mode shift from vehicles to a bicycle path, then there will be benefits from reduced congestion for remaining drivers, time savings for mode-shifters (if applicable), savings from reduced vehicle operating costs (to some extent offset by any bicycle-related costs), and Sustainability benefits from reduced vehicle emissions. The applicant should estimate the number of people taken off the roads and then calculate the corresponding benefits. There may also be transportation benefits to existing riders from being able to use a dedicated trail ("mobility benefits"). However, the methodology behind estimating these benefits (as well as bicycle recreational benefits) is not well developed nor widely accepted. As such, applicants should limit themselves to only a qualitative discussion of these types of benefits.

Other

Transfers are not benefits. Analysis should distinguish between real benefits and transfer payments. Benefits reflect reductions in real resource usage and overall benefits to society, while transfers represent payments by one group to another and do not represent a net increase in societal benefits. In the case of job creation, for example, every job represents both a cost to the employer (paying a wage) and a benefit to the employee (receiving a wage), so it is a transfer payment, rather than a net benefit. With respect to economic development, providing estimates of capital investments or property tax revenues are not legitimate benefits in a benefit-cost analysis. For example, while the tax is a benefit to the tax assessor it is a cost to the taxpayer. Revenues from transit fares are another example. These transfers are commonly included in "economic impact analyses;" an economic impact analysis is not acceptable as a substitute for a benefit-cost analysis. Other examples of transfers include port/rail projects whose purpose is to take away business from competitors. However, the transportation cost savings (if any) and the like from shifting traffic to a more convenient location would be a benefit. Applicants should



not include employment or output multipliers that purport to measure secondary effects as societal benefits because these secondary effects are generally the same (per dollar spent) regardless of what kind of project is funded.

As noted above, the estimate of *Costs* must pertain to the same project as the estimate of benefits. If the grant is to pay for only part of the project, but the project is indivisible (i.e., no one part of the project would have independent utility), then the applicant should compare the benefits of the whole project to the costs of the whole project, including costs paid for by State, local, and private partners other than the Federal government. In general, applicants should use a life-cycle cost analysis approach in estimating the costs of the project. The Department expects applicants to include operating, maintenance, and other life-cycle costs of the project, along with capital costs. In addition to construction costs, other direct costs may include design and land acquisition. If the time period considered in the analysis is long enough to require the rehabilitation of the facility during the period of analysis, then the costs of that rehabilitation should be included. Applicants should consider external costs, such as noise, increased congestion, and environmental pollutants resulting from the use of the facility or related changes in usage on other facilities in the same network in the analysis. Additionally, applicants should include, to the extent possible, costs to users during construction, such as delays and increased vehicle operating costs associated with work zones or detours. The applicant should correctly discount annual costs to arrive at a present value of the project's cost.

Applicants should *discount future benefits and costs* to present values using a real discount rate (i.e., a discount rate that reflects the opportunity cost of money net of the rate of inflation) of 7 percent, following guidance provided by OMB in Circulars A–4 and A–94 (http://www.whitehouse.gov/omb/circulars_default/). Applicants may also provide an alternative analysis using a real discount rate of 3 percent. They should use the latter approach when the alternative use of funds to be dedicated to the project would be for other public expenditures, rather than private investment. In presenting these year-by-year streams, applicants should measure them in constant (or "real") dollars prior to discounting. Applicants should not add in the effects of inflation to the estimates of future benefits and costs prior to discounting.

Benefit-cost analyses of transportation projects almost always depend on *forecasts* of projected levels of usage (road traffic, port calls, etc.). When an applicant is using such forecasts to generate benefit estimates, it must assess the reliability of these forecasts. If the applicant is using outside forecasts, it must provide a citation and an appropriate page number for the forecasts. Applicants should incorporate indirect effects into their forecasts where possible (e.g., induced demand). Applicants should also take great care to match forecasts of usage levels to the corresponding year. For example, using projected traffic levels for 2030 to generate benefits for all the earlier years is incorrect.

Applicants should make every effort to make the results of their analyses as *transparent and reproducible* as possible. A Department reviewer reading the analysis should be able to





understand the basic elements of the analysis and the way in which the applicant derived the estimates. It is inadequate for the applicant only to provide links to large documents or spreadsheets as sources. The Department expects applicants to clearly cite all outside data sources with the corresponding page number (or cell number, for a spreadsheet). For more detailed documentation, applicants must include a thorough verbal description of how they did the calculation. This should include references to tabs and cells in the spreadsheet. This verbal description should include specific sources for all the numbers in the spreadsheet (i.e. those that the spreadsheet itself does not calculate). If an applicant uses a "pre-packaged" economic model to calculate net benefits, the applicant should provide annual benefits and costs by benefit and cost type for the entire analysis period (including forecast year traffic volumes). In any case, applicants must provide a detailed explanation of the assumptions used to run the model (e.g., peak traffic hours and traffic volume during peak hours, mix of traffic by cars, buses, and trucks, etc.). The applicant must provide enough information so that a Department reviewer can follow the general logic of the estimates (and, in the case of spreadsheet models, reproduce them). If the applicant fails to do so, the Department reviewer may not be able to positively confirm the results of the analysis. This will have an adverse effect on the level of certainty the Department reviewer places on the project's benefits.

STATE OF SOUTH CAROLINA)	
)	A RESOLUTION
COUNTY OF RICHLAND)	

A RESOLUTION REQUESTING THE STATE OF SOUTH CAROLINA TO APPOPRIATE FUNDING TO RICHLAND COUNTY IN AN AMOUNT THAT IS COMMENSURATE WITH THE LEVEL OF DAMAGE RICHLAND COUNTY INCURRED AS A RESULT OF THE 2015 HISTORIC FLOOD EVENT.

WHEREAS, on October 4th, 2015, the State of South Carolina experienced a catastrophic rainstorm resulting in historic flooding throughout the State; and

WHEREAS, Richland County was by far one of the most impacted counties in the state, with over 19,400 residents requesting individual assistance from the Federal Emergency Management Agency (FEMA); and

WHEREAS, only 1 in 4 of Richland County residents that requested assistance from FEMA received Federal financial assistance, and many still continue to have significant unmet needs as a result of the historic flood event; and

WHEREAS, twenty (20) dams failed in Richland County, which included half of the South Carolina Department of Health and Environmental Control regulated dam failures statewide, substantially damaging homes downstream of these failed dams; and

WHEREAS, over two-hundred and fifty (250) Richland County roads were damaged by the flood event and many of the neighborhoods affected by this damage have experienced economic hardships and require further assistance; and

WHEREAS, over three hundred (300) wells throughout Richland County tested positive for Coliform/E. coli, mainly due to floodwaters breaching the tops of these wells; and

WHEREAS, businesses in Richland County were also significantly impacted by the flood, as the lack of potable water from the City of Columbia water plant and floodrelated damage limited businesses' ability to service customers countywide, forcing many businesses to close for an extended period immediately following the flood disaster; and

WHEREAS, the catastrophic flooding resulted in agricultural losses on farmlands in Richland County; and

WHEREAS, Richland County itself experienced an estimated \$15 million of direct damage, which excludes likely losses in revenue due to reduced property and sales taxes resulting from the flood that could exceed \$1 billion; and

WHEREAS, FEMA has estimated that statewide damages to the State of South Carolina and local governments as a result of the flooding event equates to \$294 million; and

WHEREAS, FEMA will reimburse 75% of this cost, but the State and local governments are responsible for paying the remaining 25% of the cost, which is approximately \$75 million; and

WHEREAS, the State appropriating funding to cover the cost share of both State agencies and local governments will help Richland County avoid the need to fund the millions of dollars in damages that FEMA will not reimburse;

NOW, THERFORE, BE IT RESOLVED by the Richland County Council that Richland County is requesting that the State of South Carolina provide Richland County with funding that is commensurate with the level of damage Richland County incurred as a result of the 2015 historic flood event to assist in covering the cost of damages that FEMA will not cover.

SIGNED AND SEALED this adopted by the Richland County Council.	_ day of 2016, having been duly
	Torrey Rush Richland County Council
ATTEST this day of 2016	
S. Monique McDaniels, Clerk of Council	<u> </u>



The Blue Ribbon Committee (BRC) met on March 10, 2016.

Chairman Torrey Rush and Vice Chairman Gregory Pearce are the representatives from the County Council.

A copy of the PowerPoint presentation is attached.

- 1. The Richland County Intermediate Recovery Implementation Plan is best explained as follows:
 - a. Internal County plan on how County departments will conduct intermediate recovery operations within the State's recovery timelines.
 - b. Designed to nest with the South Carolina Intermediate Recovery Implementation Plan and the Richland County Long Term Recovery Plan.
 - c. Outlines the County's strategy for implementation and support of intermediate recovery operations.
 - d. Plan objectives and tasks that will aid County's Local Disaster Recovery Manager (LDRM) in tracking overall progress and intermediate recovery performance.

The Intermediate Recovery Implementation Plan Mission

"Richland County, in conjunction with the State of South Carolina, the Federal interagency team, mutual aid partners and private sector partners, conducts intermediate recovery and mitigation in order to deliver the full range of federal, state and private sector programs and services to assist impacted citizens, restore damaged infrastructure, identify mitigation projects and shape the transition to long term recovery."

The focus of the Mission will be to:

- Identify and Resolve Storm Related Unmet Needs
- Apply for Public Assistance Funding
- Apply for Hazard Mitigation Grant Program (HMGP)
- Applying for any funding that may assist flood recovery efforts

Recommendation:

The Blue Ribbon committee unanimously recommended County Council consider and approve the adoption of the Richland County Intermediate Recovery Implementation Plan and Plan Mission (see attached).

2. Richland Restores

The BRC received information and considered a pilot program developed by County staff and local non-profit organizations to utilize current Richland County CDBG funds for owner-occupied housing rehabilitation. The program is best described as follows:

- a. Selection of up to five homes in *unincorporated* areas of Richland County for rehabilitation.
- b. Homes have to be owner-occupied and adversely impacted by the recent floods.



- c. Previous CDBG Funds -\$300,000 (Reprogrammed)
- d. This is NOT CDBG-DR Funds
- e. Rehabilitation work through Richland Restores would be completed by St. Bernard's Project (SBP) VOAD
- f. Intended to serve as a pilot program which may be expanded and funded by future disaster recovery funds such as the CDBG-DR program.
- g. Timeframe all work must be completed and all funds must be spent prior to July 31, 2016.

(Possible locations will be provided under separate cover to the Council for the protection of personal information of recipients.)

Recommendation:

The Blue Ribbon committee unanimously recommended County Council consider and approve the adoption of the Richland Restores housing rehabilitation program as outlined above.

- 3. The BRC received an overview of the Community Development Block Grant Disaster Recovery (CDBG-DR) program. Eligible activities and programs as well as a timeline for further action were presented and discussed. A critical component of the CDBG-DR program is the development of an Action Plan. The Committee considered draft goals to which the Committee modified. The following goals are presented for Council's consideration. These goals are <u>not</u> in priority order.
 - a. Goal Address the unique recovery needs and challenges of all residents of Richland County so that no one "falls through the cracks"
 - b. Goal Provide safe housing for all residents
 - c. Goal Achieve a comprehensive understanding of the root causes of flooding in Richland County
 - d. Goal Position the County to better prepare for, respond to, and minimize impacts of future flood events
 - e. Goal Ensure continuity of operations and the provision of essential services before, during and after a disaster or hazardous event
 - f. Goal Provide tailored solutions that are most appropriate for urban, rural and all areas of the county
 - g. Goal Achieve post-flood economic revitalization and long term economic health
 - h. Goal Address the restoration of critical infrastructure. This will include schools but is not limited to schools
 - i. Goal Ensure the Action Plan goals are consistent with other adopted planning documents
 - j. Goal Provide accountability through financial oversight

Recommendation:

The Blue Ribbon committee unanimously recommended County Council consider and approve the adoption of the ten (10) Action Plan goals as listed above.



- 4. The BRC considered and discussed the Public and Stakeholder Outreach process. The BRC considered components of the proposed process, but also added additional public meetings to ensure opportunities for all interested citizens to be able to participate. The public and stakeholder outreach process is best described by the following:
 - a. HUD encourages a public outreach process to identify unmet needs
 - b. Nine (9) Public Meetings $\sim 5:30$ p.m. -7:30 p.m.
 - i. St. Andrews Park
 - ii. Trenholm Park
 - iii. Parklane Road Adult Activity Center
 - iv. Richland County Administration Building (2020 Hampton Street)
 - v. North Springs Park
 - vi. Cane Creek Community Center
 - vii. Gadsden Park Community Center
 - viii. Eastover Park
 - ix. Lower Richland Road County Sheriff Substation
 - c. Four (4) Stakeholder Engagement Meetings
 - i. Invite individuals representing a cross-section of the County e.g., community leaders, gov't officials, faith-based organizations etc.
 - ii. Identify recovery needs/opportunities and discuss specific topics
 - d. **Scheduled Timeframe:** March 21 thru April 7
 - i. Key community leaders and influencers to help publicize the event and encourage participation
 - ii. Public meeting announcements:
 - Print ads
 - Flyers,
 - Radio PSAs,
 - Robo-calls
 - Church and/or other community organization announcements
 - Create an email address for public comment to be advertised on the County's website and RichlandOne

Recommendation:

The Blue Ribbon committee unanimously recommended County Council consider and approve the adoption of the Public and Stakeholder Outreach Process as listed above.



Agenda Overview



- 1. Welcome
- 2. The Richland County Intermediate Implementation Plan
- 3. The Long Term Recovery/Action Plan
 - Explanation of the Community Development Block Grant Disaster Recovery (CDBG-DR) program.
 - b) Description of the CDBG-DR process, eligible activities, and action plan requirements.
- 4. Review Draft CDBG-DR Goals from the Richland County Disaster Recovery Working Group
- 5. Discuss CDBG-DR Public Outreach Strategy
- 6. Other
- 7. Next Steps
 - a) Future Agenda Items
 - b) Next Meeting Date and Time





RECOVERY CONTINUUM - DESCRIPTION OF ACTIVITIES BY PHASE

Could Last 2 - 3 Years

Expect 4 – 7 Years

PREPAREDNESS ONGOING

PRE-DISASTER PREPAREDNESS Examples include:

- Pre-disaster recovery planning
- · Mitigation planning and implementation
- · Community capacity- and resilience-building
- · Conducting disaster preparedness exercises
- · Partnership building
- · Articulating protocols in disaster plans for services to meet the emotional and health care needs of adults and children

SHORT-TERM DAYS

DISASTER

INTERMEDIATE WEEKS-MONTHS

LONG-TERM **MONTHS-YEARS**

SHORT-TERM RECOVERY

Examples include:

- · Mass care/sheltering
 - · Provide integrated mass care and emergency services
- Debris
 - Clear primary transportation routes
- Business
 - Establish temporary or interim infrastructure to support business reopenings
- Emotional/psychological
- Identify adults and children who benefit from counseling or behavioral health services and begin treatment
- Public health and health care
 - · Provide emergency and temporary medical care and establish appropriate surveillance protocols
- Mitigation activities

INTERMEDIATE RECOVERY

Examples include:

- Housing
 - · Provide accessible interim housing solutions
- · Debris/infrastructure
 - · Initiate debris removal
 - · Plan immediate infrastructure repair and restoration
- Business
 - Support reestablishment of businesses where appropriate
 - · Support the establishment of business recovery one-stop centers
- Emotional/psychological
 - · Engage support networks for ongoing care
- · Public health and health care
 - Ensure continuity of care through temporary facilities
- Mitigation activities
 - Inform community members of opportunities to build back

LONG-TERM RECOVERY

Examples include:

- Housing
 - · Develop permanent housing solutions

SIZE AND SCOPE OF DISASTER

RECOVERY EFFORTS

- Infrastructure
 - · Rebuild infrastructure to meet future community needs
- Business
 - · Implement economic revitalization strategies
 - · Facilitate funding to business rebuilding
- · Emotional/psychological
 - · Follow-up for ongoing counseling, behavioral health, case management services
- · Public health and health care
 - Reestablishment of disrupted health care facilities
- Mitigation activities

Intermediate Recovery Implementation Plan Purpose

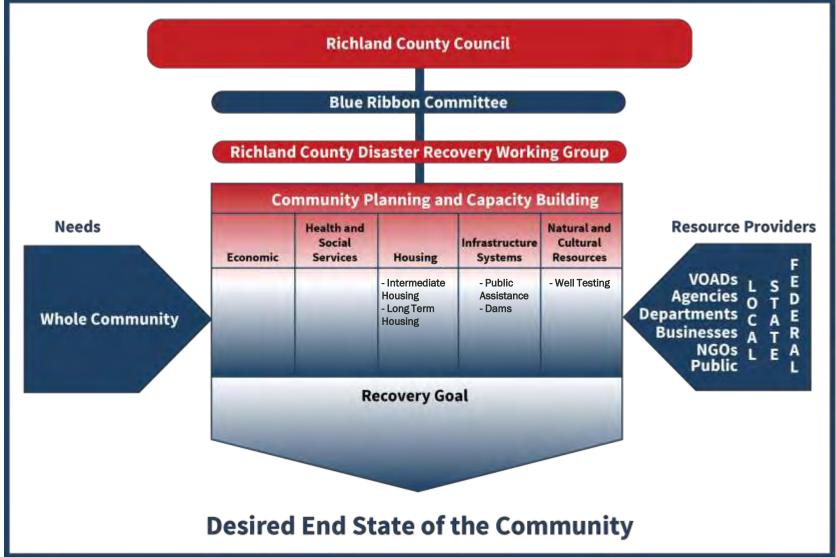


- Internal County plan on how County departments will conduct intermediate recovery operations within the State's recovery timelines.
- Designed to nest with the South Carolina Intermediate Recovery Implementation Plan and the Richland County Long Term Recovery Plan.
- Outlines County's strategy for implementation and support of intermediate recovery operations.
- Plan objectives and tasks will aid County's Local Disaster Recovery Manager (LDRM) in tracking overall progress and intermediate recovery performance.

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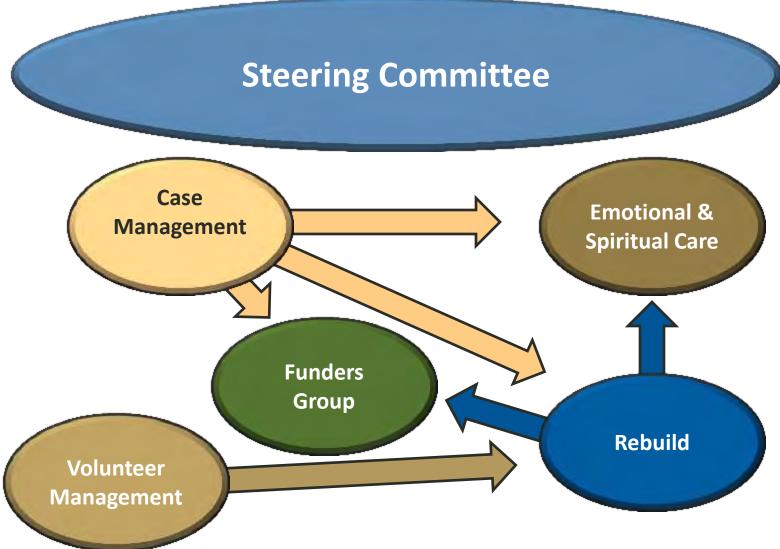
Intermediate Recovery Implementation Plan Concept of Operations





Midlands LTRG Organization





Intermediate Recovery Implementation Plan Mission



8

"Richland County in conjunction with the State of South Carolina, the Federal interagency team, mutual aid partners, and private sector partners conducts intermediate recovery and mitigation in order to deliver the full range of federal, state and private sector programs and services to assist impacted citizens, restore damaged infrastructure, identify mitigation projects and shape the transition to long term recovery"

Focus:

- Identifying and Resolving Storm Related Unmet Needs
- Applying for Public Assistance Funding
- Applying for Hazard Mitigation Grant Program (HMGP)
- Applying for any funding that may assist flood recovery efforts

Requesting action: forward to County Council – recommend/ not recommend



Richland Restores – Owner-Occupied Rehab



Richland Restores – Owner-Occupied Rehab



- Up to 5 homes in unincorporated Richland County
 Rehabilitated with <u>CDBG Funds.</u> Specific addresses have not been determined at this time.
- Homes have to be owner-occupied and adversely impacted by the recent floods
- Previous CDBG Funds -\$300,000 (Reprogrammed)
- This is NOT CDBG-DR Funds
- Richland Restores would be completed by St. Bernard's Project (SBP) - VOAD
- Richland Restores timeframe is after Blue Ribbon Committee/ County Council approval to July 2016

Requesting action: forward to County Council – recommend/ not recommend



CDBG-DR Action Plan



CDBG-DR - Allocations



2015 Congressionally Approved HUD Community Development Block Grant Disaster Recovery (CDBG - DR) Funding

- \$300 million to address unmet recovery needs in communities impacted by major flooding in 2015.
- South Carolina and Texas determined to have significantly higher unmet needs than jurisdictions impacted by other eligible disasters last year

CDBG-DR - Allocations



South Carolina

\$157 million for disaster recovery efforts following significant rainfall and flooding in October 2015

Grantee	Allocation
Lexington County	\$16,332,000
Columbia	\$19,989,000
Richland County	\$23,516,000
State of South Carolina	\$96,827,000
TOTAL	\$156,664,000

Action Plan - Introduction



Long Term Recovery and CDBG-DR

- Key opportunity to secure funding to address recovery needs
- Requires a HUD-approved Action Plan
- Retains the purpose of the Long Term Recovery Plan
 - Establish goals
 - Identify unmet needs
 - Public & stakeholder outreach
 - Project identification and prioritization
- Expanded to include HUD Requirements
 - Grant acceptance and management procedures
 - Program and project eligibility requirements
 - HUD-required Action Plan sections
 - Citizen participation and comment requirements

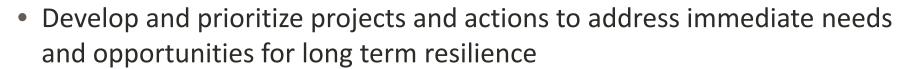


Action Plan - Introduction



Purpose of the CDBG-DR Action Plan

- Establish a road map for long term recovery
- Complement (not duplicate) current recovery efforts (HMGP etc.)
- Identify critical issues and unmet needs



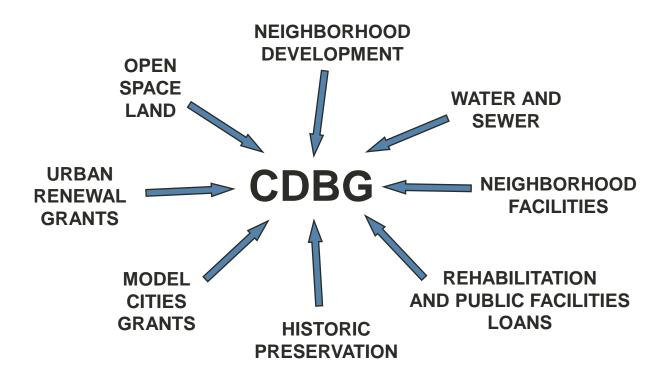
- Maximize recovery and resilience value of limited CDBG-DR resources
- Ensure program and project eligibility under CDBG-DR
- Catalogue additional projects for alternate funding assistance



CDBG-DR Program Overview



Authorized under Title I of the Housing and Community Development Act of 1974



CDBG-DR Program Overview



- Congress appropriates flexible grants to help communities recover from presidentially declared disasters
- CDBG-DR funds are to be used

"for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act"

- Gap funding source
- Requires a HUD-Approved Action Plan
 - Unmet Needs Assessment
 - Program and Project development
 - Additional HUD required sections
- Upcoming Federal Register will determine additional requirements

CDBG-DR Program Overview



New challenges and new opportunities

- Unique requirements and processes
 - Eligibility restrictions
 - Low and moderate income requirements
 - National objectives
 - Labor/procurement requirements
 - Grant management procedures
 - Environmental review process
- Unique opportunities
 - More breadth in eligible activities
 - Some projects not eligible under other funding sources
 - Housing rehab/reconstruction
 - Acquisition of homes not in the floodplain
 - Provide local match for FEMA HMGP 404 and other grants
 - Incorporate resilience measures into rebuilding



Key questions to consider: (All six questions must be affirmatively answered.)

1. Is the project eligible under traditional CDBG?

2. How is it impacted by Duplication of Benefits?

3. Is there a direct link to the disaster?

4. Is the project timeline consistent with program requirements?

5. Will it meet a national objective?

6. Will it help to meet the low/mod income targeting requirements?



Eligible Activities under traditional CDBG Program:

- Real property activities (acquisition, relocation, demolition, rehabilitation etc.)
- Economic development
- Public facilities
- Public services
- Planning and administration
- Code enforcement
- Brownfields
- Others







Prevention of a Duplication of Benefit

- Federal law prohibits the receipt of funds for any part of a loss for which other financial assistance has been provided
- CDBG-DR is a Gap Funding Program
 - Hierarchy of funding based on primary responsibility of administering agency
 - CDBG-DR designed to supplement not replace
- For each project:
 - Identify available funding (FEMA, SBA, Insurance, Grants etc.)
 - · Identify received or anticipated funding
 - Calculate remaining Gap
 - Total Need Received Funding = Eligible CDBG-DR Award



All CDBG activities must demonstrate a clear link to the disaster:

- Address direct physical or economic damage
- Address existing issues exacerbated by the disaster or likely to be impacted by a future disaster
- Address emerging issues exposed as a result of the disaster
- Expand recovery to improve future resiliency



CDBG-DR specific timing requirements:

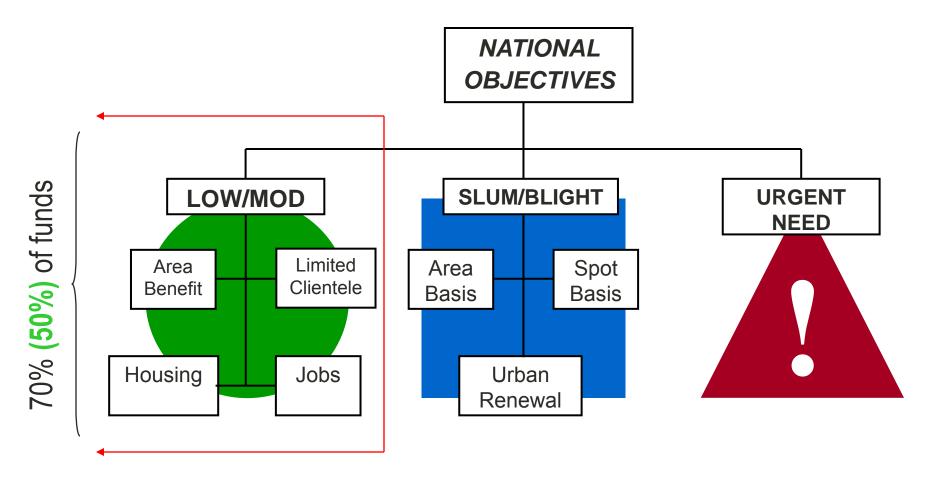
- Project must not begin until formally approved for CDBG-DR funding
- CDBG program specific environmental review must be conducted prior to funding commitment or project start
 - Prevents reimbursement for projects already underway

Focus on low to moderate income populations

- 70% of all traditional CDBG funds must benefit LMI persons
- 50% of CDBG-DR must benefit LMI persons
- Calculation methodology dependent on project
- If LMI targeting not met, HUD can require grant repayment
- Reported to HUD periodically



All CDBG activities must meet one of three national objectives:





Action Plan



Action Plan Timeline



Step 1

- Establish a Direction for the Action Plan and Long Term Recovery
- Working Group Meeting 2/16/16
- Blue Ribbon Advisory Committee Meeting #1 3/10/16
- Inventory current projects and funding
- Initial Visioning and Goals

Step 2

- Unmet Needs Assessment
- Public and stakeholder outreach 3/28/16 4/8/16
- Data and information analysis
- Catalogue and review eligibility of HMGP and other identified projects
- Identify unmet housing, infrastructure and economic needs

Step 3

- Project Identification and Prioritization
- Work Group Meeting Future Date
- Blue Ribbon Advisory Committee Meeting (Future Date)
- Identify and discuss programs/projects and related funding eligibility
- Develop criteria and initial prioritization of programs and projects

Finalize Action Plan and Submit to HUD

- Work Group Meeting Future Date
- Blue Ribbon Advisory Committee Meeting (Future Date)
- Finalize project prioritization
- Development and submission of Action Plan to HUD for approval

Step 4

Action Plan Draft Goals



- Preliminary Goals from the Work Group (not prioritized)
 - Goal Address the unique recovery needs and challenges of all residents of Richland County so that no one "falls through the cracks"
 - 2. Goal Provide safe housing in all areas for all residents
 - 3. Goal Achieve a comprehensive understanding of the root causes of flooding in Richland County
 - 4. Goal Position the County to better prepare for, respond to, and minimize impacts of future flood events
 - 5. Goal Ensure continuity of operations and the provision of essential services before, during and after a disaster or hazardous event
 - 6. Goal Provide tailored solutions that are most appropriate for urban, rural and all areas of the county
 - Goal Achieve post-flood economic revitalization and long term economic health

Requesting action: forward to County Council – recommend as presented/ refine / modify / add / delete



Public Outreach Process



Public and Stakeholder Outreach Process



- HUD encourages to identify unmet needs
- 6 Public Meetings and 4 Stakeholder Engagement Meetings
- Scheduled Timeframe: March 21 thru April 7
- **Public Meetings**: ~ 5:30 p.m. 7:30 p.m.
 - Centrally-located, well-known locations
 - Key community leaders and influencers to help publicize the event and encourage participation
 - Public meeting announcements:
 - Print ads
 - Flyers,
 - Radio PSAs,
 - Robo-calls
 - Church and/or other community organization announcements

Public and Stakeholder Outreach



Proposed Public Meeting Locations

- St. Andrews Park
- Trenholme Park
- Parkland Road Adult Activity Center
- Gadsden Park Community Center
- Eastover Park
- Lower Richland Road County Sheriff Substation



- Invite individuals representing a cross-section of the County
 - e.g., community leaders, gov't officials, faith-based organizations etc.
- Identify recovery needs/opportunities and discuss specific topics

Requesting action: forward to County Council – recommend/ not recommend / modify Public and Stakeholder Outreach





The End



RICHLAND COUNTY INTERMEDIATE RECOVERY IMPLEMENTATION PLAN

March 2016



This County Intermediate Recovery Implementation Plan will be reviewed and updated every 14 days.

Change #	Date	Program Area

Plan Authorization

This plan provides overall direction for the County of Richland's intermediate recovery efforts and specifies milestones to be accomplished over time. It outlines the goals, operational priorities, and desired end state that enables Richland County, with State, Federal Emergency Management Agency (FEMA), volunteer organizations, and private partners assistance to deliver the full range of federal, state, county, non-governmental, and private sector programs and services to assist impacted citizens, restore damaged infrastructure, and shape the transition from response and short-term recovery to long-term recovery. Information in this document is used to create additional planning and implementation products.

Purpose

This plan outlines Richland County's strategy for the implementation and support of intermediate recovery operations. FEMA defines intermediate recovery as:

The phase of recovery which involves returning individuals, families, critical infrastructure and essential government or commercial services to a functional, if not pre-disaster, state. Such activities are often characterized by temporary actions that provide a bridge to permanent measures.

This plan is designed to nest with the South Carolina Intermediate Recovery Implementation Plan and the Richland County Long Term Recovery Plan. The objectives and tasks identified in this plan will aid the County's Local Disaster Recovery Manager (LDRM) in tracking overall progress and intermediate recovery performance.

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- 1. **Situation.** The combination of a slow moving upper-level low over the southeastern United States, an area of low pressure at the surface located along a stationary frontal boundary, and a persistent plume of tropical moisture associated with Hurricane Joaquin produced historic rainfall over portions of South Carolina causing significant widespread freshwater flooding throughout the state from Oct 3-5, 2015. Richland County set daily and multi-day rainfall records, and the rainfall also resulted in moderate to major riverine flooding. The County suffered major damage to its transportation infrastructure, private and commercial industry, agriculture, and residences. The affected area includes Federal, State, County and Municipal facilities.
- **2. Mission.** Richland County in conjunction with the State of South Carolina, the Federal interagency team, mutual aid partners, and private sector partners conducts intermediate recovery and mitigation in order to deliver the full range of federal, state and private sector programs and services to assist impacted citizens, restore damaged infrastructure, identify mitigation projects and shape the transition to long term recovery.

3. Execution

- a. Intent. No later than six months from declaration (5 April 2016), all Stafford Act related activities have been transferred to Region IV, remaining public assistance (PA) projects have been transferred to a PA processing center, and the majority of intermediate recovery activities implemented.
- b. Concept. The Richland County Council is the duly elected body that oversees all governmental activities in Richland County. Recovery operations fall under their jurisdictional obligation. The Blue Ribbon Committee is formed by the Council to provide them with recovery related recommendations, oversee the development of the Richland County Long-Term Recovery Plan, and provide policy guidance and direction to the Local Disaster Recovery Manager (LDRM) on all recovery related matters and the Richland County Disaster Recovery Working Group. The Richland County Disaster Recovery Working Group is a task organized body made up of key county staff and stakeholders from key private entities, when applicable. This working group will make recommendations to the Blue Ribbon Committee on the Hazard Mitigation Grant Program (HMGP), Community Development Block Grant – Disaster Recovery (CDBG-DR) priorities and to resolve Unmet Needs by reviewing each case and assigning resources ideally suited to address each unmet need. These resource providers come from non-profit agencies to include the Richland-Lexington County Long Term Recovery Group (LTRG) made up of a number of key Volunteer Organizations Active in Disaster (VOAD) facilitated by the United Way; county, state and federal government resources; private companies; and other organizations and agencies that might be beneficial to help Richland County resolve Unmet Needs and submit HMGP and CDBG-DR applications. All of the efforts in Intermediate Recovery are designed to drive towards the County's desired end state for which will be defined in the County's Long Term Recovery Plan. Richland County and South Carolina will plan and coordinate the delivery of intermediate recovery programs to support our impacted citizens and restore critical

infrastructure while setting the conditions to transition to long-term recovery within the next six months (30 October 2015 to 1 May 2016). Figure 1 is a graphical depiction of the Richland County recovery concept of operations.

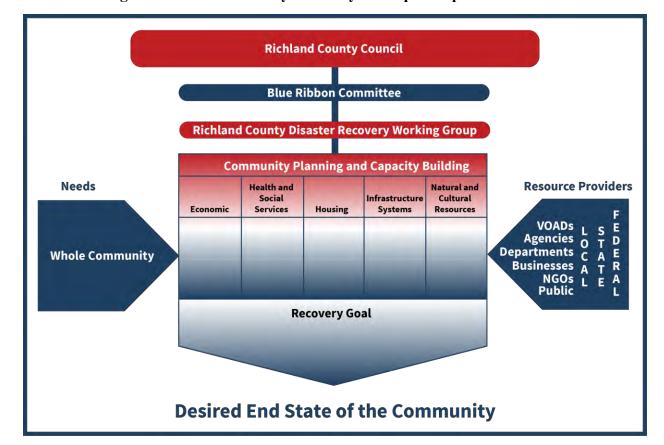


Figure 1: Richland County Recovery Concept of Operations

Richland County LDRM interacts with the LTRG through the county's non-voting representative on the LTRG's Steering Committee and through members on the various LTRG working teams. The number and types of working teams are formed based on the community's needs following a disaster. For this recovery, Figure 2 is a graphical description of the organization of the LTRG for this flooding disaster.

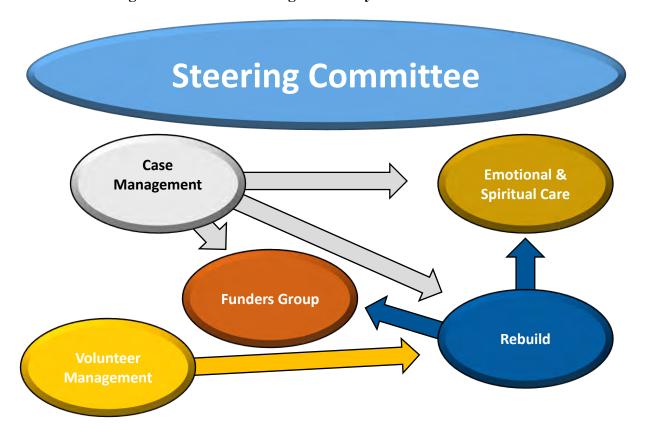


Figure 2: Richland-Lexington County LTRG Structure

Richland County has County staff representation on three of the four work teams: Case Management, Funders Group, and the Rebuild Work Teams. The chair of the Case Management Work Team is a member of the Richland county Staff.

The Case Management Work Team is the focal point of where Richland County submits the unmet needs of their residents to the LTRG. Figure 3 graphically displays the process where the county's unmet needs are addressed through first the LTRG and then, through County efforts should the LTRG not have the resources or capabilities to address a resident's unmet needs.

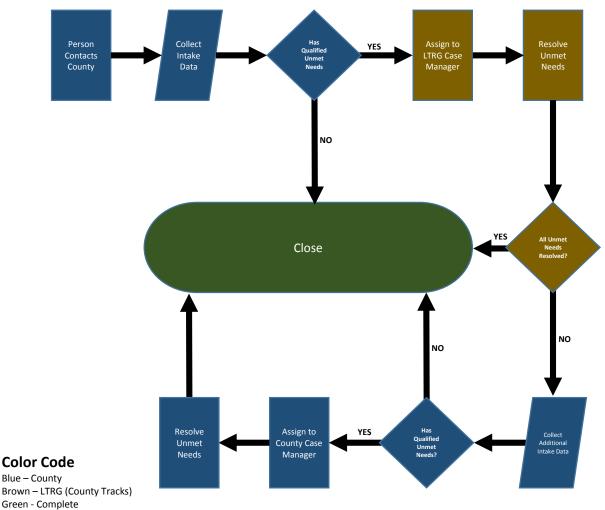


Figure 3: Richland County Unmet Needs Process

Complete

The Richland County Recovery Concept of Operations is built around the following State of South Carolina Intermediate Recovery Implementation Plan Lines of Effort (LOEs) and supporting objectives (Start date 30 October 2015:

- 1) Line of Effort 1: People. Provide safe and suitable housing; provide acute health care and restore impacted community health care capacity; restore employment opportunities; incorporate functional and access needs requirements into projects; and incorporate Whole Community into all planning efforts. Specifically, this effort will:
 - Provide safe, suitable housing to impacted residents within 120 days (1 March 2016).
 - Sustain delivery of acute health services to affected residents and transition to community medical support (Vaccinations/ Counseling).

- o Provide safe well-water by inspecting well-water and disinfected wells contaminated as a result of the flooding within 120 days (1 March 2016).
- Deliver disaster employment benefits to impacted workforce and locate alternate employment opportunities within 180 days (1 May 2016).
- o Incorporate functional needs service delivery into all aspects of community recovery plan.
- Integrate people into recovery planning through community outreach to have shared understanding of community outcomes.
- 2) Line of Effort 2: Infrastructure. Restore impacted roadways, rails, bridges, public health care facilities, and government facilities. Specifically, this effort will:
 - o Restore roads and highways to connect communities with services.
 - Work with the State to complete rapid road repairs (National Guard Engineer Effort) in order to mitigate impediments to life, health, and safety no later than (NLT) 60 days (1 January 2016).
 - Repair and maintain road/rail networks to facilitate rapid restoration of commercial industries and small business in 180 (+) days (1 May 2016 and beyond).
 - o Repair public health facilities in order to mitigate impediments to life, health, and safety of functional needs citizens NLT 60 days (1 January 2016).
 - Repair public and local governance facilities to support community assembly, planning and outreach NLT 60 days (1 January 2016).
- 3) Line of Effort 3: Commerce. Private sector outreach including property/home restoration, medical facilities, business restoration, and incorporation of stakeholders throughout. Specifically, this effort will:
 - Conduct private sector outreach to connect vendors with affected homeowners/property managers to rebuild, replace housing NLT 60 days (1 January 2016).
 - Coordinate with private medical service providers to ensure continuity of care and long term enduring service strategy NLT 60 days (1 January 2016).
 - o Coordinate with public and private stakeholders to reconstitute impacted businesses within 180 days (1 May 2016) to sustain local commerce.
 - Conduct restoration, repair, or replacement of commercial enterprise facilities that supports the requirements (meets capacity) of functional needs citizens.
 - Coordinate with community leaders and citizens to ensure components of diversity, stability, sustainability are integrated into business and industry restoration plans.
- 4) Line of Effort 4: Community Capacity. Engagement of Whole Community throughout recovery operations to ensure the impacted community emerges more resilient and inclusive of all stakeholders. Specifically, this effort will:
 - Connect VOADs to address housing shortfalls and other unmet needs NLT 120 days (1 March 2016).

- Conduct community outreach to maintain essential information and message plan on health service resources in affected communities.
- Coordinate with chambers of commerce and local business and industry leaders to develop immediate and alternate business restoration plans.
- Coordinate advocacy and representation of functional needs citizens into community recovery plan.
- Conduct community outreach to incorporate comprehensive citizen involvement in plans to restore public/private services.
- c. End State. Intermediate recovery programs under the Stafford Act are fully implemented across individual assistance, public assistance and mitigation functional areas to address recovery objectives and shape long term recovery development to achieve community desired outcomes.
- d. Programmatic Responsibilities.
 - 1) Individual Assistance (IA) Team.
 - Ensure disaster survivors have timely access to full range of programs and services to maximize their recovery, through coordination among local, state, federal, Tribal governments, voluntary agencies and the private sector.
 - O IA's roles and responsibilities are to ensure that individuals and families that have been affected by disasters have access to the full range of Federal Emergency Management Agency (FEMA) programs in a timely manner and that the best possible level of service is provided to applicants in the administration of these programs.
 - Provide FEMA information and data analysis (FIDA) status reports less personally identifiable information (PII) to local government to support situational awareness and planning efforts.
 - 2) Public Assistance (PA) Team.
 - Provide assistance to State, Tribal and local governments, and eligible private nonprofit organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.
 - Through the PA Program, FEMA provides supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations.
 - Integrate mitigation components under Stafford Act 404 and 406 into the PA program to reduce hazards and vulnerabilities as a component of repair and restoration measures during the recovery process.
 - 3) Hazard Mitigation Team.
 - Partner with State, Tribal, local governments, and private sector partners to accomplish the mission of protecting lives and prevent or reduce the loss of property from hazard events.

- o Provide accurate, actionable, and accessible public information and messaging to the whole community to assist in recovery.
- Provide technical assistance in analysis and evaluation on identified structures and critical infrastructure, including roads, bridges, dams, water and waste water treatment plants, and water distribution systems.
- Educate stakeholders on mitigation opportunities at Public Assistance Applicant Briefings and Kick-off Meetings.
- Assess state, tribal, and local mitigation capacities and strategies and provide resources and technical assistance.
- Assess the factors that contributed to disaster effects and develop a strategy to educate about risk reduction opportunities, including floodplain and insurance technical assistance to local officials and communities.
- Provide oversight and delivery of the HMGP and develop priorities for project selection in conjunction with the Interagency Coordination Committee.

e. County Agency Responsibilities.

- 1) Richland County Building Codes & Inspection.
 - Prepare for Council's decision on an ordnance waiving permitting fees for structures damaged by the storm.
 - o Participate on the Richland County Disaster Recovery Working Group.
 - Participate on the Rebuild Working Team of the Richland –Lexington Counties Long Term Recovery Group (LTRG).
 - Assist in the assessment of damages.

2) Richland County Community Development.

- o Participate on the Richland County Disaster Recovery Working Group.
- Participate on the Funders Work Team of the Richland –Lexington Counties LTRG.
- Develop the Housing Recovery Plan with partners to rapidly assess, inform and deliver housing options to impacted residents.
- Develop and deliver housing options that have the potential to meet the needs of displaced individuals and families.
- o Ensure displaced citizens receive accurate housing information.
- Coordinate with local stakeholders to identify builders and inspectors to support the rehabilitation and rebuild of damaged homes.
- o Identify VOADs to provide support in meeting unmet housing needs.
- o Identify all relevant data sources and communication channels to determine housing-related unmet needs.
- Request and protect all relevant data needed that defines the population by geography, income, household size, and unmet needs in accordance with information sharing process.

- 3) Richland County Economic Development Committee.
 - In conjunction with the University of South Carolina, update business census data and projections for impacted communities.
 - Coordinate venues to bring together property managers and affected citizens with vendors for repair and construction.
 - Assist in the effort of connecting citizens with public and private commercial stakeholders for participation in long-term recovery planning.
 - Coordinate with local stakeholders to identify and communicate employment opportunities.
 - Conduct retail planning meetings to develop more small retail opportunities.
 - Support fixed and/or mobile Small Business Recovery Centers to provide information and assistance to aid small businesses in the long term recovery process.
 - Develop alternate business and employment location strategies as required.
 - Assess the loss of small businesses in affected communities as a result of the disaster.
 - Assist Recovery planners with restoration and recovery priorities and plans for private sector critical lifelines and other economic and business sectors.
 - o In coordination with County agencies, State agencies, federal government and South Carolina Department of Insurance, assist in identifying and documenting economic and insurance impacts and losses.
 - Monitor and support restoration of private sector commercial facilities.
 - As requested, provide assistance and referrals to businesses interested in developing continuity of operations or disaster mitigation plans.
 - Support requests from the Council concerning mitigation or redevelopment activities.
 - Document matters that may be needed for inclusion in County briefings, situation reports and action plans.
 - Coordinate assessment and revision of existing mitigation plans, as necessary.
- 4) Richland County Emergency Services Department.
 - Coordinate the Federal, State, local government, private sector and VOAD recovery and mitigation functions of the County disaster.
 - o Coordinate venues to bring together citizens and civic leaders with business, industry and VOAD leaders in order to assist in developing housing solutions.
 - Coordinate with VOADs to ensure functional needs citizens and their advocates are integrated into the long term recovery and restoration planning effort.
 - o Participate on the Richland County Disaster Recovery Working Group.
 - Participate on the Steering Committee of the Richland –Lexington Counties LTRG.
 - Participate on the Case Management Work Team of the Richland –Lexington Counties LTRG.

- Provide support as required to the long term recovery committee planning process.
- As required, coordinate alternate communication systems to augment damaged or inoperative systems.
- Maintain contact and/or coordinate with:
 - FEMA
 - Other emergency operations centers (EOCs)
 - Joint Field Office (JFO)
 - Disaster Recovery Centers (DRCs)
 - County Emergency Management and other preparedness organizations, as situations require
- Gather communications damage assessment information from public and private organizations (including telephone/cellular, broadcast and commercial radio stations, and cyber related outages) for integration into the recovery plan.
- As required, ensure the expeditious delivery of solicited and/or unsolicited donated goods and volunteer services to affected areas in need during recovery.
- Assess unmet needs at the local level in providing resources and volunteers to meet those needs from available volunteer organizations.
- o Coordinate credentialing requirements for volunteers.
- 5) Richland County Finance Department. Provide or coordinate the financial aspects for the provision of services, equipment, personnel, and supplies to support recovery operations.
- 6) Richland County Health Department.
 - Coordinate support for the implementation of the Disaster Supplemental Nutrition Assistance Program (DSNAP).
 - o Ensure the safety and security of the food supply for both commercial and United States Department of Agriculture (USDA) foods.
- 7) Richland County Ombudsman. Provide informal assistance to residents and identify requests for recovery services to the appropriate County department.
- 8) Richland County Planning Department.
 - o Participate on the Richland County Disaster Recovery Working Group.
 - Ensure all flood-related projects meet zoning and land development regulations adopted by Richland County.
 - Consider potential impact(s) of any proposed policies on land development and overall growth in Richland County.
- 9) Richland County Public Information.
 - Provide effective public information through coordination with appropriate Federal, State, and local agencies and organizations to inform citizens and agencies of resources available.

- Provide survivors with accurate, actionable, and accessible information in order to make informed decisions during the recovery process.
- Keep all stakeholders aware of the elements in support of ongoing recovery efforts through joint coordination with the State of South Carolina and the South Carolina Emergency Management Division (SCEMD).
- Present SCEMD, FEMA and other state, local and federal programs, operations, coordination, and outreach efforts in a positive and supportive light while maintaining the strictest standards of honesty and fairness.
- Ensure all audiences including Limited English Proficiency (LEP) and those with Additional Communications Needs (ACN), including persons with disabilities, and faith-based and other non-traditional communities are included in all messaging.
- Keep disaster survivors, their families, neighbors and leaders informed about options available to assist them in their recovery. This covers a wide range of topics, including:
 - Registration, eligibility
 - State and local services, support
 - DRC operations and services
 - Disaster Survivor Assistance Teams (DSATs)
 - Small Business Administration (SBA) loans
 - FEMA grants
 - Safety advice on returning to damaged homes and businesses
 - Beware of Fraud
 - What to Expect from Inspections
 - Co-branding and/or messaging from other federal agencies
 - Assistance to Individuals and Households program
 - Key program deadlines
 - Mitigation measures and resources, including flood insurance, and information about the National Flood Insurance Program.

10) Richland County Public Works Department.

- o Participate on the Richland County Disaster Recovery Working Group.
- o Roads and Drainage
 - Identify and prioritize all roads and bridges in need of repair as a result of the flooding event.
 - Identify other eligible work that serves the public interest (damaged assets).
 - Coordinate the repair and restoration of transportation infrastructure with the assistance of State of South Carolina's Emergency Support Function-3 (ESF-3) (Public Works and Engineering), to include coordinating with the South Carolina Department of Transportation and the U.S. Department of Transportation on the repair and replacement of roads and bridges on the Federal Aid System.

- Develop and publish a road and bridge repair timeline; develop, publish, and report milestones and progress.
- Develop project worksheets for all identified flood-related projects.
- Consider traffic volume and congestion that will be generated by infrastructure rebuilding and produce transportation corridors for impacted areas to minimize disruption.
- Apply for all available federal funding to compensate for disaster-caused revenue shortfalls and to repair and replace capital facilities and vehicles as required.

Engineering

- Identify damaged County government facilities.
- Identify and contract for technical experts to conduct assessments of State damaged public works infrastructure.
- Assist as required with the development of project worksheets for identified projects.
- In conjunction with the South Carolina Department of Health and Environmental Control (DHEC), provide or coordinate the engineering and procurement activities required to restore damaged water and sewer service infrastructure for citizens and critical facilities across affected areas.
- Develop and publish a flood-related State facility repair timeline; develop, publish, and report milestones.
- Maintain coordination with all necessary supporting agencies and organizations on operational priorities for repair and restoration.

Flood Plain

- Participate on the Rebuild Work Team of the Richland –Lexington Counties LTRG.
- Identify the number of flood impacted residences within affected communities.
- Provide technical expertise on the entire watershed and mitigation actions that can be leveraged to reduce hazards and vulnerabilities.
- Provide assistance as required on the National Flood Insurance Program.
- Assist local governments with obtaining FEMA hydraulic and hydrology studies for use in the development of recovery and mitigation plans.
- 11) Richland County Sheriff's Department. Provide for coordination and use of public safety personnel, equipment and services for general welfare and support to citizens; both inside and outside the affected areas during restoration and recovery efforts.
 - Coordinating day to day calls for service while conducting operations conducive to the specific crisis toward preventing crime and delivering services to those in need.

- Participating in the Unified Command structure with public safety partners; utilizing incident management personnel and equipment to provide the most effective and efficient use of resources available.
- Partner with our State, Federal and Local public safety partners to acquire and utilize resources necessary to make sure the public is receiving the services they need.
- f. Coordinating Instructions (Tasks Common to All).
 - 1) Mitigation tasks common to all.
 - Support and plan for mitigation measures including monitoring and updating mitigation actions in the Hazard Mitigation Plan.
 - Review, evaluate and comment on proposed update to the Hazard Mitigation Plan, upon initiation and within review period as required.
 - Support requests and directives concerning mitigation and/or re-development activities.
 - Document matters that may be needed for inclusion in agency or County briefings, situation reports and action plans.
 - 2) Review and amend organizational, county, and regional emergency preparedness, response, and recovery plans to include utilization of trainings and exercises.
 - 3) Support long term recovery priorities as identified by the Council and provide representation on the Blue Ribbon Committee or the Richland County Disaster Recovery Working Group as required.
 - 4) All County agencies will develop project worksheets for all identified eligible projects and work within respective areas of responsibility.
 - 5) Programmatic Timelines.
 - Logistics Support: 5 October 2015 5 April 2016
 - Public Assistance Support: 5 October 2015 5 April 2016
 - o Individual Assistance Support: 5 October 2015 30 April 2016
 - o Individual Assistance Key Timings.
 - Within first 90 days of declaration:
 - Disaster Recovery Centers closed
 - Deadline for SBA declaration
 - Disaster Survivor Assistance demobilized
 - Disaster Case Management Grant application deadline met
 - Individual Assistance registration deadline met

g. Public Assistance Timeline Goals. Project worksheets will be reported weekly, by applicant, in accordance with the reporting spreadsheet.

	Category/			From Kickoff		
	Program	1 Feb	1 Mar	1 Apr	1 May	1 Jun
						Debris Pilot
10	Cat A	50% PW /	75% PW /	100% PW /	100%	Program
2015	Cat A	25% Obl.	50% Obl.	75% Obl.	Obligated	90%
						Obligated
October	Cat B	Expend.	100%			
cto	Cat B	100% ID	Obligated			
	Cat C	50% PW /	75% PW /	100% PW /	100%	
5	Cat C	25% Obl.	50% Obl.	75% Obl.	Obligated	
ion	Cat D	50% PW /	75% PW /	100% PW /	100%	
Declaration:	Cat D	25% Obl.	50% Obl.	75% Obl.	Obligated	
laı	Cat E	50% PW /	75% PW /	100% PW /	100%	
Dec	Cat E	25% Obl.	50% Obl.	75% Obl.	Obligated	
	Cat F	50% PW /	75% PW /	100% PW /	100%	
	Catr	25% Obl.	50% Obl.	75% Obl.	Obligated	
	Cat C	50% PW /	75% PW /	100% PW /	100%	
	Cat G	25% Obl.	50% Obl.	75% Obl.	Obligated	

Notes:

Cat A = Debris Removal

Cat B = Emergency Protective Measures

Cat C = Roads and Bridges

Cat D = Water Control Facilities

Cat E = Buildings and Equipment

Cat F = Utilities

Cat G = Parks, Recreational Facilities, and Other Facilities

% PW = Written, submitted and Approved Project Worksheet

Obl.= Funds Obligated

ID = Identified

- **4. Sustainment.** State agencies are responsible for all costs incurred that are not eligible under the public assistance grant program.
- **5.** Command and Control. To be provided.

Annex A (Execution Checklist)

		DATE	DATE		
CONSIDERATIONS	RESPONSIBILITY	ASSIGNED	COMPLETED	STATUS	NOTES
ESTABLISH RECOVERY SUPPORT FUN	ICTIONS AND ACTIV	ATE THE LOC	AL DISASTER R	ECOVERY MA	NAGER
Activate the local disaster recovery manager (LDRM) and begin coordination with the State.					
Establish Recovery Support Functions (RSF):					
■ Identify representatives for each of the RSFs: ✓ Community Planning and Capacity Building ✓ Economic ✓ Health and Social Services ✓ Housing ✓ Infrastructure Systems ✓ Natural and Cultural Resources					
 Coordinate with state and federal agencies and other organizations that support the RSFs. 					
Establish a group made up of the RSF representatives that meet regularly to coordinate decision-making.					
Consider public information needs.					
Begin tracking disaster-related costs:					
 Identify a person or team of people that will be responsible for compiling disaster-related costs for the jurisdiction. 					
 Coordinate with state and federal agencies to identify critical timelines for assistance programs. 					
 Establish a cost code for disaster-related costs. 					
 Establish a file structure for each site where recovery work has been or will be performed. 					
 Maintain accurate disbursement and accounting records to document the work performed and the cost incurred. 					

Obtain applicable local, state, and federal policies and regulations. Document administrative costs. Begin compiling recovery project documentation: Executed contracts, bids, periods of performance, and locations worked		CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
Begin compiling recovery project documentation: Executed contracts, bids, periods of performance, and locations worked Property insurance Donated resources (labor, equipment and materials) Mutual aid Force account equipment Equipment rental agreements Fuel logs Materials including meals and gas purchases Description of damage Scope of work to be completed Photos of damage Copies of estimates Maintenance records Site inspection records Site inspection records Special considerations Coordinate with state and federal agencies to obtain disaster-specific cost tracking spreadsheets and templates. GAIN SITUATIONAL AWARENESS AND DETERMINE DESIRED END STATE Compile and assess information gathered from damage assessments. Determine impact to the community: Casualties and fatalities Social and psychological impacts Loss of critical infrastructure: Public safety	•	and federal policies and		AGGIGNED	COMI ELTED		
documentation:	•	Document administrative costs.					
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✓ Public safety	•						
	•	✓ Public safety					

CONSIDERATIONS	RESPONSIBILITY	DATE	DATE	STATUS	NOTES
 ✓ Water and sewer ✓ Fire ✓ Waste management ✓ Natural gas ✓ Electricity ✓ Roads and bridges ✓ Traffic control centers ✓ Rail transportation ✓ Air transportation ✓ Public transportation ✓ Privately Owned Dams ✓ State Owned Dams 		ASSIGNED	COMPLETED		
■ Impacts to health and human services: ✓ Emergency medical services (EMS) ✓ Hospitals ✓ Public health ✓ Environmental health ✓ Private health providers (pharmacies, clinics, dialysis centers, other care providers) ✓ Children management organizations and agencies ✓ Points of distribution (commodities) ✓ Food services ✓ Drinking water					
■ Impacts to essential services: ✓ Law enforcement ✓ Commercial communications ■ Landline phone ■ Internet ■ Cellular phone ■ Cable ✓ Government services ✓ Family and children services ✓ Grief counseling, critical stress incident management ✓ Refueling points ■ Public safety personnel refueling ■ Public refueling					

CONSIDERATIONS	RESPONSIBILITY	DATE	DATE	STATUS	NOTES
 ✓ Media ✓ Mortuary services ✓ Schools ✓ Animal services ✓ Incarceration facilities ✓ Temporary housing ✓ Critical private business ✓ Permits ✓ Financial transaction systems 		ASSIGNED	COMPLETED		
 Impacts to affordable housing 					
 Impacts to economic drivers in the community 					
 Impacts to the local tax base 					
 Impacts of natural and cultural resources 					
Assess risks and vulnerabilities.					
Provide assessment data and situational updates to local officials.					
Establish a community outreach strategy.					
■ Consider communication needs of the whole community by providing information in: ✓ Multilingual formats ✓ Formats for people with diminished vision ✓ Formats for people with hearing capabilities					
Begin to determine the desired end state of the community by assessing the following:					
 Planned capital improvement projects, strategic plans and urban development plans 					
 Available resources for recovery, including personnel, materials, and funding 					
 Estimate of baseline disaster costs not covered by federal assistance programs or insurance 					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
 Estimate of costs to the local jurisdiction to complete improvement projects 					
 Current financial posture of the jurisdiction to incur additional project costs 					
 Desired recovery timeframes and project timelines 					
 Cost-benefit analysis, including the economic, social, and psychological impacts to the community 					
 Analysis of intended and unintended consequences 					
Coordinate with RSFs, state and federal agencies, and other stakeholders to determine the desired end state of the community.					
 Decide to return to normal or to an improved state. 					
 Communicate the desired end state to RSFs, state and federal agencies, and other organizations that support recovery operations. 					
PREPARE TO CONDUCT RECOVERY O	PERATIONS				
Assess risks and vulnerabilities:					
 Secondary impacts of the initial incident 					
 Operational risks and vulnerabilities to government functions as a result of the disrupted services 					
 Systemic risks and vulnerabilities due to prolonged disaster damage and service disruptions 					
 Economic, social, psychological, and emotional risks and vulnerabilities due to disaster impacts and a prolonged recovery process 					
 Economic risks and vulnerabilities to public and 					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
private organizations as a result of the disaster impacts		AGGIGNED	GOWI ELTED		
 Economic risks and vulnerabilities to individuals 					
Inform the public:					
 Community recovery objectives and associated activities 					
 Status and progress of recovery operations 					
 Instructions for individuals for recovery procedures (for example, debris set-out procedures, federal assistance application deadlines, mitigation meeting dates) 					
 Information for disaster recovery centers and business recovery centers 					
 Environmental health and safety information associated with recovery operations 					
 Fraud detection and prevention strategies 					
Coordinate with state and federal agencies to establish a business recovery center.					
Register and monitor laborers.					
 Provide information on permitting, regulatory requirements, and fraud prevention strategies to laborers. 					
CONDUCT RECOVERY OPERATIONS					
Identify needs of the following groups:					
 Public organizations (see FEMA's public assistance forms used to track Force Account Equipment and Labor for reimbursement) 					
Repair or Replace Submerged Richland County Portable Radios.					

	CONSIDERATIONS	RESPONSIBILITY	DATE	DATE	STATUS	NOTES
	Replace Destroyed Forest Acres Police Dispatch Center Equipment.		ASSIGNED	COMPLETED		
•	Nonprofit organizations					
•	Private sector enterprise/ businesses					
-	Individuals					
	Tarps & Roofing Supplies					
	Well Testing & Decontamination					
	Bottled Water					
	Vector Control from Standing Water					
	 Transportation of students to schools (both in and out of district) 					
	• Furniture					
	Debris Removal					
	ntify solutions that lead to the nmunity's desired end state:					
•	Mutual aid resources					
•	Support from the private sector					
•	Volunteer organization services					
•	Federal disaster assistance programs					
Em	ordinate with South Carolina ergency Management Division EMD) on potential federal disaster istance programs.					
the	ordinate with departments within jurisdiction to apply for potential eral disaster assistance.					
•	Departments should coordinate with Richland County Emergency Management to submit disaster-related costs for potential federal reimbursement.					
the	ordinate with municipalities within jurisdiction to apply for potential aster assistance.					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE	STATUS	NOTES
Identify, request, and direct resources for recovery.		ASSIGNED	COMPLETED		
Provide public information and conduct community outreach.					
■ Conduct public outreach to ensure information and resources are available to vulnerable populations including: ✓ Persons with disabilities ✓ Individuals with limited English proficiency ✓ Individuals with hearing or vision impairment ✓ Underserved populations					
 Provide information on disaster assistance available to public sector and nonprofit organizations. 					
 Provide information on disaster assistance available to private sector businesses. 					
Coordinate with the Economic RSF to conduct the following:					
 Establish temporary or interim infrastructure to support business re-openings. 					
Reestablish cash flow.					
Identify, request and direct economic resources.					
 Support reestablishment of critical private business and financial transaction systems. 					
 Support reestablishment of agriculture where appropriate. 					
 Implement economic revitalization strategies. 					
 Coordinate with Small Business Administration (SBA) for business economic recovery. 					
 Facilitate funding to rebuild business and economic drivers. 					
 Implement workforce development initiatives. 					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
Coordinate with the Health and Social Services RSF to conduct the following:		ASSIGNED	COMPLETED		
 Provide emotional and psychological services. 					
 Identify adults and children who benefit from counseling or behavioral health services and begin treatment. 					
 Provide emergency medical care and establish appropriate surveillance protocols. 					
 Provide integrated mass care and emergency services. 					
 Address environmental health and safety concerns. 					
 Coordinate with Department of Health and Environmental Control (DHEC) on well contamination activities. 					
 Provide animal services and support for needs. 					
 Coordinate with DHEC on vector control 					
 Identify, request and direct health and social services resources. 					
 Engage health networks and emotional and psychological support networks for ongoing care. 					
 Ensure continuity of care through temporary facilities. 					
 Support reestablishment of environmental health and safety services. 					
 Support reestablishment of animal services. 					
 Provide public information to the population and response and recovery workers regarding the longer-term effects of a post- disaster environment. 					
 Coordinate with Community Development regarding accessing of the Community 					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
Development Block Grant- Disaster Recovery Program (CDBG-DR).		AGGIGITED	COMIT LETED		
 Provide follow-up for ongoing counseling, behavioral health, and case management services. 					
 Reestablish disrupted health care facilities. 					
 Reconstitute environmental health and safety services. 					
Reconstitute animal services.					
Coordinate with the Housing RSF to conduct the following:					
 Provide mass care and sheltering. 					
 Identify, request and direct housing resources. 					
 Provide accessible interim and long-term housing solutions. 					
Coordinate with the Infrastructure Systems RSF to conduct the following:					
 Identify and clear primary transportation routes of debris: ✓ Major arterial roads ✓ Critical infrastructure including utilities and emergency services ✓ Major transit systems 					
 Coordinate with Richland Fire Department (RFD) to address repairs to dry hydrants and providing of water for fire protection to impacted areas. 					
 Identify and restore critical infrastructure. 					
 Compile data and Geographic Information System (GIS) files. 					
 Identify, request and direct infrastructure resources. 					
Conduct debris removal.					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
 Plan immediate infrastructure repair and restoration. 					
 Rebuild infrastructure to meet future community needs and achieve desired end state. 					
Coordinate with the Natural and Cultural Resources RSF to conduct the following:					
■ Respond to time-critical response actions to save natural and cultural resources from permanent loss or damage. ✓ Libraries, records and archives ✓ Museums and fine art ✓ Sites of historical significance ✓ Endangered and protected plant and animal species ✓ Parks and recreational facilities					
 Identify, request and direct resources to restore and preserve of natural and cultural resources. 					
Conduct salvage operations of archives.					
 Coordinate with restoration operations to ensure loss of historical and culturally significant resources is minimized. 					
 Rebuild and restore natural and cultural resources where possible. 					
 Coordinate with rebuilding operations to ensure loss of historical and culturally significant resources is minimized. 					
Coordinate with state and federal government agencies and private and nonprofit organizations to provide situational awareness and status of recovery operations.					

CONSIDERATIONS	RESPONSIBILITY	DATE ASSIGNED	DATE COMPLETED	STATUS	NOTES
Continue to track disaster-related recovery costs.					
CONCLUDE RECOVERY OPERATIONS					
Demobilize or reassign resources.					
Compile and reconcile costs and coordinate for reimbursement.					
Capture after action recommendations and lessons learned.					
Develop and implement corrective actions.					

Annex B (List of Acronyms)

ACN Additional Communications Needs

Cat A Debris Removal

Cat B Emergency Protective Measures

Cat C Roads and Bridges

Cat D Water Control Facilities

Cat E Buildings and Equipment

Cat F Utilities

Cat G Parks, Recreational Facilities, and Other Facilities

CDBG – DR Community Development Block Grant – Disaster Recovery

DHEC South Carolina Department of Health and Environmental Control

DRC Disaster Recovery Center

DSAT Disaster Survivor Assistance Team

DSNAP Disaster Supplemental Nutrition Assistance Program

EMS Emergency Medical Services
EOC Emergency Operations Center

ESF Emergency Support Function

FEMA Federal Emergency Management Agency

FIDA FEMA Information and Data Analysis

GIS Geographic Information System

HMGP Hazard Mitigation Grant Program

IA Individual Assistance

ID Identified

JFO Joint Field Office

LDRM Local Disaster Recovery Manager

LEP Limited English Proficiency

LOE Lines of Effort

LTRG Richland –Lexington Counties Long Term Recovery Group

NLT No Later Than

Obl. Obligated

PA Public Assistance

PII Personally Identifiable Information

PNP Private Non-Profit
PW Project Worksheet

RSF Recovery Support Function

SBA Small Business Administration

SCEMD South Carolina Emergency Management Division

USDA United States Department of Agriculture

VOAD Volunteer Organizations Active in Disaster