

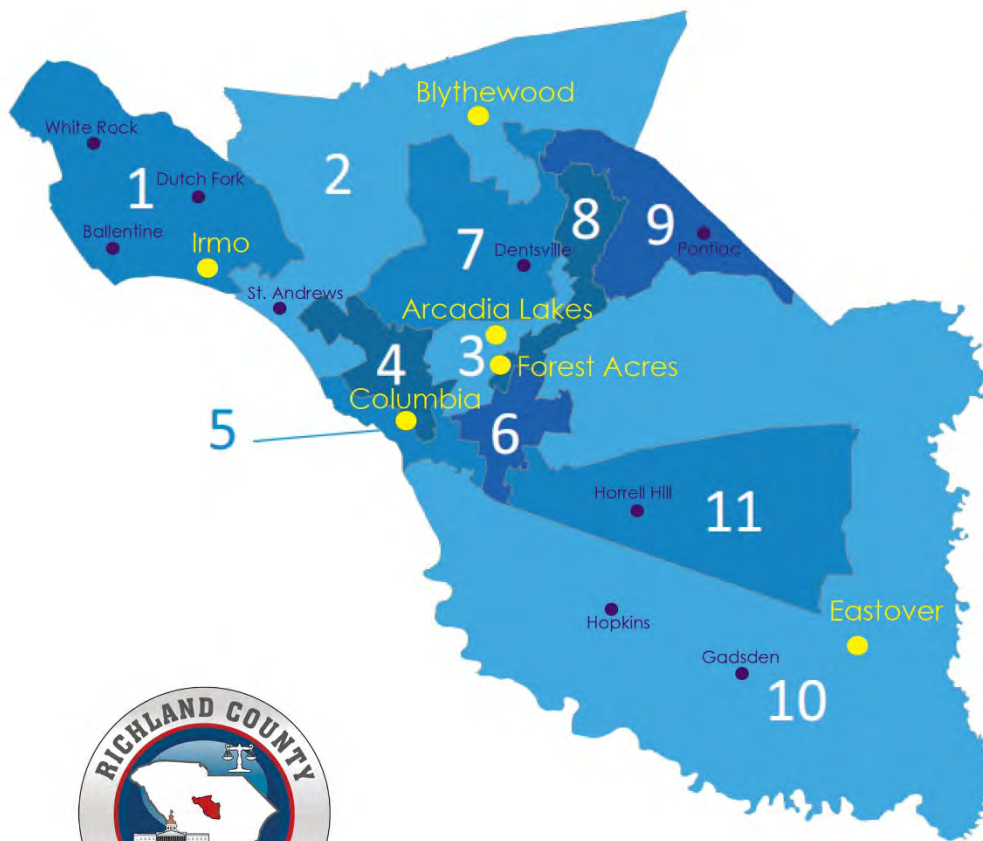
RICHLAND COUNTY
COUNTY COUNCIL AGENDA



Tuesday, MAY 01, 2018

6:00 PM

RICHLAND COUNTY COUNCIL 2017-2018



VICE CHAIR
Bill Malinowski
District 1



CHAIR
Joyce Dickerson
District 2



Yvonne McBride
District 3



Paul Livingston
District 4



Seth Rose
District 5



Greg Pearce
District 6



Gwendolyn Kennedy
District 7



Jim Manning
District 8



Calvin "Chip" Jackson
District 9



Dalhi Myers
District 10



Norman Jackson
District 11



Richland County Council

Regular Session

May 01, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER/ROLL CALL** The Honorable Joyce Dickerson,
Chair Richland County Council
2. **INVOCATION** The Honorable Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** The Honorable Dalhi Myers
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: April 17, 2018 [PAGES 10-22]
 - b. Zoning Public Hearing: April 24, 2018 [PAGES 23-25]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **PRESENTATION OF PROCLAMATION/RESOLUTION**
 - a. Employee Safety Week Proclamation The Honorable Bill Malinowski
 - b. Resolution Recognizing a Richland County Sheriff's Department Officer's Accomplishments The Honorable Gwen Kennedy
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Personnel Matter
8. **CITIZENS' INPUT** The Honorable Joyce Dickerson
 - a. For Items on the Agenda Not Requiring a Public Hearing

9. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

Dr. Sandra Yudice,
Asst. County Administrator

- a. Second Year of Biennium Budget I Fiscal Year 2018-19 Budget Amendment Calendar [ACTION] [PAGE 26]
- b. Architect of Record Contract: Judicial Center [ACTION]
- c. 911 Communications Center – Extension of Agreement with City of Columbia [ACTION] [PAGES 27-32]
- d. Payment of invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2 [ACTION] [PAGES 33-58]
- e. Release of Hospitality Tax Funds to Pinewood Lake Foundation [ACTION] [PAGES 59-106]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Personnel Matter

12. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, Enhanced Trigger Devices Declared Illegal; exceptions; so as to prohibit the use of "bump stocks", "trigger cranks" and other such devices

13. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 18-004MA
Olman Lobo
GC to LI (1.93 Acres)
10535 Farrow Road
TMS # R17500-02-02 [SECOND READING] [PAGES 107-108]
- b. 18-005MA
Salman Muhammad
HI to LI (3 Acres)
10500 Farrow Road
TMS # R17500-03-02 [SECOND READING] [PAGES 109-110]

- c. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [FIRST READING] [PAGES 111-147]
- d. Lease Proposal for Upper Township Magistrate [PAGES 148-151]
- e. Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices [PAGES 152-220]
- f. Memorandum of Agreement with Hughes Lake Owners' Association for Storm Drainage Pipe Replacement [PAGES 221-223]

14. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS #09009-11-04 and 09009-11-05 [PAGES 234-235]
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein [PAGES 236-238]
- c. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, Enhanced Trigger Devices Declared Illegal; exceptions; so as to prohibit the use of "bump stocks", "trigger cranks" and other such devices [PAGES 239-244]

15. SECOND READING ITEMS

The Honorable Joyce Dickerson

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Project Reign; and other related matters [PAGES 245-263]

16. REPORT OF DEVELOPMENT & SERVICES

The Honorable Greg Pearce

COMMITTEE

- a. Little Jackson Creek (LJC) Mitigation Project close out [PAGES 264-270]

17. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

18. NOTIFICATION OF VACANCIES

- a. 1. Accommodations Tax – Five (5) Vacancies (ONE applicant must have a background in the Cultural Industry; THREE applicants must have a background in the Hospitality Industry; ONE is an at-large seat)
- 2. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry)
- 3. Employee Grievance Committee – Three (3) Vacancies (MUST be a Richland County employee)
- 4. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)
- 5. Board of Assessment Appeals – Two (2) Vacancies
- 6. Board of Zoning Appeals – Two (2) Vacancies
- 7. Building Codes Board of Appeals – Four (4) Vacancies (One applicant must be from the Architecture Industry, One from the Plumbing Industry & Two from Fire Industry as alternates)
- 8. Procurement Review Panel – Two (2) Vacancies – (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)
- 9. Transportation Penny Advisory Committee – Two (2) Vacancies (One 3 year term and one 5 year term)
[PENDING APPOINTMENT RECOMMENDATIONS AT THE MAY 1st RULES AND APPOINTMENTS COMMITTEE MEETING]

19. NOTIFICATION OF APPOINTMENTS

- a. Transportation Penny Advisory Committee (TPAC) - 2
 - a. Nicholas J. Galante [PAGES 271-272]
 - b. J. Thomas Lanham [PAGES 273-274]

- c. Cyril B. Busbee, Jr. [PAGES 275-276]
- d. Marcus J. Brown [PAGES 277-279]
- e. William Baker [PAGES 280-281]
- f. John P. Epting [PAGES 282-283]
- g. Charles E. Offutt [PAGES 284-288]

20. REPORT OF THE RICHLAND RENAISSANCE AD HOC COMMITTEE

The Honorable Paul Livingston

- a. Purchase Orders for Demolition of Dilapidated Structures [PAGES 289-291]

21. OTHER ITEMS

The Honorable Joyce Dickerson

- a. FY18 - District 10 Hospitality Tax Allocations [PAGES 292-293]
- b. A Resolution to appoint and Commission Rodney Brinkley, Twila Jones and Ladedra Manning as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County [PAGE 294]
- c. A Resolution to appoint and commission Kevin Lee Powers as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [PAGE 295]

22. CITIZENS' INPUT

The Honorable Joyce Dickerson

- a. Must Pertain to Richland County Matters Not on the Agenda

23. EXECUTIVE SESSION

Larry Smith,
County Attorney

24. MOTION PERIOD

- a. Move for a resolution honoring the life and service of Doug Strickler to Richland County. The Honorable Seth Rose
- b. Move for a resolution honoring the life and community advocacy of Jim Jaco of the Olympia community. The Honorable Seth Rose
The Honorable Dalhi Myers
- c. To ensure that the current investments made on behalf of The Honorable Calvin "Chip" Jackson

the citizens of Richland County are monitored and the programs and services identified in the Richland Renaissance Plan, get fully vetted, evaluated, and if approved, funded, I am requesting that the Office of Planning and its Director, Ms. Tracy Hegler, assume the leadership role for this project. I further request that Ms. Hegler become the direct point of contact for the Richland Renaissance Program and that she lead the efforts both internally and externally.

- d. In order to ensure that the interests and needs of the citizens of Richland County remain paramount in providing programs and services developed under the Richland Renaissance Concept, I am requesting that the programs and services in the identified areas for the implementation of the Richland Renaissance Plan, which exist countywide, be voted on independently and their budgets approved independently, unless it can be shown that their existence is directly dependent upon the approval of a Renaissance project in another area.

- e. In order to ensure that the investment of the citizens of Richland County are protected and used in the most efficient manner, I am requesting that the existing transportation contract with the PDT continue, along with that of its current primary SLBE subsidiary minority lead vendor, until the end of this current contract cycle in mid-2019. I further request that an internal audit of all unpaid invoices to the County from the PDT, the SLBE and all vendors be presented to Council. The current contract being modified, based on new guidelines that are being developed between the Department of Revenue and Richland County, will ensure that operational procedures and expenses will be allowable, as defined by the recent South Carolina Supreme ruling.

The Honorable Calvin "Chip" Jackson

25. 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

REGULAR SESSION
April 17, 2018 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Seth Rose, Calvin “Chip” Jackson, Norman Jackson, Gwen Kennedy, Paul Livingston, Yvonne McBride, Dalhi Myers and Jim Manning

OTHERS PRESENT: Michelle Onley, Brandon Madden, Larry Smith, Kim Williams-Roberts, Beverly Harris, Dwight Hanna, Stacey Hamm, John Hopkins, Michael Niermeier, James Hayes, Jennifer Wladischkin, Sandra Yudice, Quinton Epps, Cathy Rawls, Michelle Rosenthal, Angela McCallum, Kecia Lara, Tim Nielsen, Chanda Cooper, Sandra Haynes, Tracy Hegler, Ismail Ozbek, Jamelle Ellis, Donny Phipps, Brad Farrar, Jeff Ruble, and John Thompson

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The Invocation was led by the Honorable Joyce Dickerson
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Joyce Dickerson
4. **PRESENTATIONS**
 - a. **Columbia Museum of Art** – Ms. Della Watkins, Executive Director, stated her roots are in education. She is certified teacher and taught for 13 years, which has shown her what great partnership is, the value of great education and how to run a tight ship. What she has learned is how to nurture future generations. In her 22nd year of museum work, she applied the very same principles. In order to be successful, we have to have teamwork, collaborate, be accessible, be kind and work hard. Before she came to this area, she secretly shopped this region. She accepted the job of Executive Director of the Columbia Museum because when she went and talked to the residents, friends, and neighbors they were very satisfied with what was happening in this region. They were enthusiastic about our services, our governance, and great livability here. They also spoke highly of the fine arts museum we are lucky enough to have in our region. Maybe they were so happy because of the 20 exhibitions available each year. Or maybe the national collection with over 7,000 objects. Or the 600 programs the museum offers in tours, programs, lectures, and presentations. The museum hosts 150,000 people a year and 25,000 of those are children. We are drawing tourists to the museum with 65% coming from outside of Richland County and 21% are from outside of the State. The museum moved downtown to Main Street over 22 years ago and we are transforming. In Phase I, we have the need to increase our storage. We are an accredited museum. We had to set up the correct storage to store our national treasures. Phase II, we had to remove all the art in the museum recently. Hundreds of pieces had to go back into storage in order for us to provide the new lighting, the fire suppression, the painting and the HVAC. In Phase III, we are in heavy construction to add galleries and add the spaces that will make our museum great. The special events space is also being added. The space will allow 350 seated guests or 700 for a “rocking” party. We are now in the process of reinstalling the collection. The new installation will be a way to spark new conversation. The museum will also offer a good many programs because we need to share that experience with one another. This year, the 2nd Floor is under renovation and we will open in May and the galleries will

be fully installed in August. The 1st Floor renovations begin in April and will be completed in December. There will be a new entrance on Main Street, new studios, new programs, new shop, etc.

- b. **Midlands Business Leadership Group (MBLG)/EngenuitySC** – Mr. John Lumpkin stated he and Lee Bussell were here to represent the Midlands Business Leadership Group, which is a coalition of 40+ business owners and executives. They have been around for over 10 years. For most of that time, they have been below the radar because they thought it best to do and not talk about it. In their early days, they took a unified strong stance to take the Confederate Flag off the State House grounds. Unfortunately, it took a tragedy of horrific proportions at Mother Emanuel to accomplish that goal. More recently they supported the Penny. They took the 5 indicators of competitive communities that come out of the Engenuity Program. The indicators are Talent, Innovation, Entrepreneur and Business Environment, Industry Clusters and Livability. They adopted the following vision: To accelerate the development of our region as a region that region that attracts and retains top talent, produces vibrant job offerings and provides necessary resources to improve livability for all people.

Mr. Bussell stated the key thing is they had a bottoms up process with over 135 people throughout Richland and Lexington Counties to try to identify what the priorities that we could do to move this community forward against those 5 competitiveness issues. They ended up with 7 initiatives that have broad support and a lot diverse people in this community working together. One of the goals was to make Columbia a place young talent wanted to be attracted to. What they found was there is a lot of young talent in this community. We have to put them to work. The young talent wants to lead and we have to give them the opportunity to lead. The 7 initiatives are as follows:

1. Establish a formal collaboration with the property owners from Gervais St. to Catawba St. to address the design, funding, development and operation of a regional waterfront amenity along the Congaree River.
2. Design and implement a solution for regional branding that includes funding, ownership, coordination, collaboration and regional buy-in.
3. Evaluate and accelerate the mission, structure, role and funding model for economic development in Lexington and Richland Counties.
4. Convene a new “Coordinating Council” for regional collaboration (to include MBLG, Chambers, regional economic development, downtown development, etc.) that – among other things – will lead the charge to integrate more diverse, young people into positions of leadership.
5. Support both Chambers’ effort to ensure greater collaboration between public entities and the business community.
6. Support the creation of a one-stop shop for resources available to entrepreneurs.
7. Identify an appropriate entity to take ownership of and design a plan for pedestrian connections along Assembly St., including streetscaping and identified funding sources.

Mr. C. Jackson stated, near the end of last year, a lady came and did a presentation. She gave us a copy of the latest copy of the 2016 Report. He assumes the 2017 Report is now out. He would like to request that she come back and give us an updated presentation.

Mr. N. Jackson inquired if street dieting is one of the project they are doing for more access on Assembly Street.

Mr. Bussell responded in the affirmative. And more accessibility to make it easier to get from one side of Assembly Street to the other and tie the Vista in with Main Street.

- c. **Alexandra Badgett, Miss Columbia 2018** – Ms. Badgett, Miss Columbia 2018, introduced herself to Council. Although her title is catered to the City of Columbia, she is eager to expand that and cater to Richland County and the State of South Carolina. She is a senior at the University of South Carolina. She is double majoring in Insurance and Risk Management and Finance. Her minor is Actuarial Mathematics. She is looking to get into the Actuarial field after graduation in May. Aside from school, she is also a University Ambassador on campus, which allows her to give tours to prospective students. She is also a member of Delta Sigma Theta Sorority, Inc. She had some involvement with student government by serving on Freshman Council and the Election Commissioner her sophomore year. Along with that, been in some mentoring roles on campus. As a contestant, serving as Miss Columbia, allows her the opportunity to compete in the Miss South Carolina pageant in June at the Township Auditorium. If honored with that title, she will be able to attend the Miss America pageant in September. As a contestant she also has an opportunity to promote 2 big platforms. One being the Miss America platform, which is Children’s Miracle Network Hospitals. Her personal platform is N.I.N.E. “No Is Not Enough”. She is looking at sexual assault policies, not only on campuses, but across the State of South Carolina to figure out ways we can put in education programs and preventative measures to make sure everyone is safe and lowering the statistics.

5. **PRESENTATION OF PROCLAMATIONS**

- a. **A Proclamation Recognizing May 2018 as Building Safety Month** – Mr. Malinowski presented a proclamation to Mr. Phipps in recognition of Building Safety Month.

6. **APPROVAL OF MINUTES**

- a. **Regular Session: April 3, 2018** – Mr. Manning moved, seconded by Ms. Myers, to approve the minutes as distributed.

In Favor: Malinowski, C. Jackson, Myers, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous.

7. **ADOPTION OF THE AGENDA** – Mr. Smith requested to add 2 items: “Pending Litigation: Foundation vs. Richland County” and “Contractual Matter: Huger St. Property” under the Report of the Attorney for Executive Session Items.

Mr. Livingston requested to add “Engineering Services for Northpoint Industrial Park” under the Report of the Economic Development Committee.

Mr. Malinowski stated Item # 14(a): “17-048MA, Mike McCall, RU to RS-LD (.49 Acres), 10 North Drive, TMS # R02403-01-10” should be corrected to read “Third Reading” instead of “Second Reading”

Dr. Yudice requested Items 13(a) – [Public Hearing] and 15(a) – [Third Reading Items: “An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for

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completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto” be deferred until after the Transportation Workshop is held on May 15th.

POINT OF ORDER – Mr. Pearce inquired the item being added to the Report of the Economic Development Committee needs to be voted on.

Ms. Dickerson stated she is going back to it. She was allowing all of the amendments to be made prior to getting a motion to accept them.

Mr. Livingston moved, seconded by Ms. Myers, to add “Engineering Services for Northpoint Industrial Park” under the Report of the Economic Development Committee.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous to add “Engineering Services for Northpoint Industrial Park” under the Report of the Economic Development Committee.

Mr. N. Jackson moved, seconded by Ms. Myers, to adopt the agenda as amended.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning Dickerson, N. Jackson, Livingston, Rose and McBride

The vote was in favor of adopting the agenda as amended.

8. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION** – Mr. Smith stated the following items are potential Executive Session Items:

In Favor: Malinowski, Dickerson, McBride, Livingston, Rose, Pearce, Kennedy, and N. Jackson

Opposed: Manning, C. Jackson, and Myers

The vote was in favor of going into Executive Session.

- a. Personnel Matter: Administrator
- b. Pending Litigation Update: SCDOR
- c. Pending Litigation: Public Interest Foundation vs. Richland County
- d. Contractual Matter: Huger Street

Council went into Executive Session at approximately 6:32 PM and came out at approximately 7:20 PM

- a. Personnel Matter: Administrator – Ms. Dickerson stated Richland County Code of Ordinances, Chapter 2, Administration, Sec. 2-90, sets forth the duties and responsibilities of the Assistant County Administrator. One of those duties is for the Assistant County Administrator to act for the County Administrator in his/her absence.

Ms. Dickerson moved, seconded by Mr. Manning, that during this transition, to affirm Richland County Code Sec. 2-90, which authorizes the Assistant County Administrator to act for the County Administrator in his absence.

Mr. C. Jackson stated that as one member of this Council, Dr. Yudice has his unwavering support. He knows that if anyone can raise the morale and help us through this transitional period we are going through, you can do that. He certainly wants to thank her in advance for willingness to serve in this very difficult position. He knows she will do it with integrity, honesty, fairness and be objective in every case. Regardless of where you came from or who brought you here. He has the utmost confidence she will do a stellar job.

Ms. Myers stated she wanted to echo Mr. C. Jackson's sentiments and thank Dr. Yudice for the work she has done over the last 2 weeks, and will continue to do.

Mr. Pearce stated he too appreciates the stress and difficulty Dr. Yudice has been under. He supports her 100% and thanked her for her service.

Mr. Manning stated he wanted to affirm and confirm all the things that have been said thus far.

Mr. Livingston dittoed what was said.

Ms. Dickerson stated for the last 2 weeks she and Dr. Yudice have been a roller coaster. The support she has given her for the past 2 weeks will be tripled now.

Ms. McBride stated she wanted to echo everything that has been said and she appreciates the work that has been done and the work she knows Dr. Yudice will do. She will be here to support her.

Mr. N. Jackson stated he supports Dr. Yudice and he echoed everything the other Council members have said.

Mr. Rose stated Dr. Yudice has his full support.

Ms. Kennedy stated Dr. Yudice has her full support and wished her all the luck.

Mr. Malinowski stated he also echoes everything the other Council members said.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

9. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing** – No one signed up to speak.

10. **REPORT OF THE OFFICE OF THE COUNTY ADMINISTRATOR**

- a. Richland County Soil and Water District Educators – Ms. Chanda Cooper, Conservation Education Program Manager, recognized Mr. Ray Greiner, 6 -7th Grade Science Teacher at Longleaf Middle School; Ms. Amber Melbourne, Parent Volunteer at Caughman Road Elementary; and Mr. David

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Kenga, Science Lab Instructor at St. John Neumann Catholic School as the Richland County Soil and Water District Educators.

POINT OF PERSONAL PRIVILEGE – Mr. Pearce thanked Ms. Cooper for the exceptional job she has done in her position.

- b. Second Year of Biennium Budget I Fiscal Year 2018-2019 Budget Amendment – Dr. Yudice stated in Council Memorandum 4-1 staff presented, which provided a tentative calendar for the FY19 Budget Amendment. Council members provided their feedback. In the agenda packet is the revised calendar.

Mr. Manning requested to consider holding the 2nd Reading and Public Hearing on June 7th and 3rd Reading on June 14th.

Ms. Dickerson requested to take this item up at the next Council meeting.

Mr. N. Jackson stated it is a proposed calendar.

Dr. Yudice stated staff will bring this back to the May 1st Council meeting.

- c. Potential Facilitator for Transportation Workshop – Dr. Yudice stated this item is regarding the facilitator for the Transportation Workshop, which was deferred to May 15th. At the last meeting, Council requested additional information on Dr. Barry Nocks. The estimated cost is \$1,500 - \$1,600, which includes travel expenses. Staff is requesting direction from Council.

Mr. Livingston inquired if staff's recommendation is to move forward with a facilitator.

Dr. Yudice stated that would be their recommendation to maintain the workshop focus.

Mr. Livingston moved, seconded by Mr. Pearce, to support staff's recommendation.

In Favor: C. Jackson, Pearce, Kennedy, Dickerson, Livingston, and McBride

Opposed: Malinowski, N. Jackson and Rose

The vote was in favor.

11. **REPORT OF THE CLERK OF COUNCIL**

- a. Transportation Penny Public Meetings:

1. Crane Creek Neighborhood Improvement Project, April 19, 5:00 – 7:00 PM, Forest Heights Elementary
2. Clemson/Sparkleberry Intersection, April 30, 5:00 – 7:00 PM, Spring Valley High School
3. Shop Road Widening, May 17, 5:00 – 7:00 PM, Olympia Learning Center

Ms. Roberts reminded Council of the upcoming Transportation Penny Public meetings.

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- b. Richland One School Board of Commissioners Dinner, April 18, 6:00 PM, Stevenson Administration Building, 1616 Richland Street – Ms. Roberts reminded Council of the Richland One School Board of Commissioners Dinner.

12. **REPORT OF THE CHAIR**

- a. Acting Administrator Update – This item was not taken up.

13. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto

Mr. Malinowski moved, seconded by Ms. Myers, to defer the public hearing until after the Transportation Workshop scheduled for May 15th.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein

Dr. Charles Coxe, Ms. Bernice G. Scott, Dr. Merri Gandhi, Ms. Janet Hopkins, Ms. Tai MacIlwinen, Ms. Deloris Mungo, and Ms. Ramona Dzindzeleta spoke in favor of this item.

- c. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration, Article VII, Board, Commissions and Committees, Subsection 2-327(a), so as to allow for the reappointment of members after one year following term expiration – No one spoke regarding this item.
- d. An Ordinance Repealing Ordinance Number 039-17HR and authorizing a deed to Lexington County Health Services District, Inc. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 – No one signed up to speak.
- e. Authorizing the execution of the Amended and Restated Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina; confirming the boundaries of the I-77 Corridor Regional Industrial Park; and other related matters – No one signed up to speak.

14. **APPROVAL OF CONSENT ITEMS**

- a. 17-048MA, Mike McCall, RU to RS-LD (.49 Acres), 10 North Drive, TMS # R02403-01-10 [THIRD READING]

Mr. Manning moved, seconded by Ms. Myers, to approve the consent items.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

15. **THIRD READING ITEMS**

- a. An Ordinance Amending and Supplementing Ordinance No. 039-12HR to add the requirement that procedures be established for: (i) entering into intergovernmental agreements with other political subdivisions for completion of infrastructure projects within those political subdivisions, (ii) securing required audits from organizations receiving funds from the transportation sales and use tax, (iii) approving future changes to the infrastructure projects being funded with the transportation sales and use tax, including cost and scope; and (iv) the annual budgeting process; ratifying prior actions including: (i) changes in the cost and scope of infrastructure projects, (ii) prioritization of said projects, and (iii) appropriation of funds for said projects; and providing for the appropriation and expenditure of the transportation sales and use tax for the remainder of fiscal year 2017-2018; and other matters related thereto – Mr. Malinowski moved, seconded by Mr. Livingston, to defer this item until after the Transportation Workshop on May 15th.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein – Mr. Pearce stated it is important for us to say we have heard considerable testimony on behalf of this program. Council has taken 2 very strong votes on this; however, there are some issues that need clarification. He is prepared to make an amendment tonight; however, he was not able to distribute the amendment in advance of the meeting. He would like to distribute that for Council's review. Also, in discussing with Ms. McBride, Ms. McBride would like to make an amendment. In discussion, we felt like, in the best interest to get us an ordinance that we could have an even stronger vote on it is very important that we deal with the minor differences. The amendment that he is proposing simply clarifies where the cat is returned to. That it does not necessarily have to be returned to the house where it came from, but the territory. Ms. McBride's amendment will deal with other issues.

Mr. Pearce moved, seconded by Ms. McBride, to defer this item until the May 1st meeting.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

POINT OF PERSONAL PRIVILEGE – Ms. Myers acknowledged the death of Doug Strickler from the Public Defender’s Office. She stated we are grateful for all his hard work and dedication to the indigent in our community.

- c. An Ordinance Repealing Ordinance Number 039-17HR and authorizing a deed to Lexington County Health Services District, Inc. for One Summit Parkway, which is the former Summit Parkway Library; also described as TMS # 23000-03-07 – Mr. C. Jackson moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Mr. Manning moved, seconded by Mr. C. Jackson to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

- d. An Ordinance Amending the Richland County Code of Ordinances, Chapter 2, Administration, Article VII, Boards, Commissions and Committees, Subsection 2-327(a), so as to allow for the reappointment of members after one year following term expiration – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- e. Authorizing the execution of the Amended and Restated Master Agreement governing the I-77 Corridor Regional Industrial Park by and between Richland County, South Carolina, and Fairfield County, South Carolina; confirming the boundaries of the I-77 Corridor Regional Industrial Park; and other related matters – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

16. **SECOND READING ITEM**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, Enhanced Trigger Devices Declared Illegal; exceptions; so as to prohibit the use of “bump stocks”, “trigger cranks” and other such devices – Mr. Manning moved, seconded by Ms. McBride, to approve this item.

Mr. Malinowski stated, for everyone’s information, there is currently a lawsuit that is challenging the City of Columbia’s ordinance, which he believes mirrors the item before us. In addition, there is a subsection of the South Carolina Constitution that requires statewide uniformity regarding the

criminal laws of this State. Therefore, local governments may not criminalize conduct that is legal under a statewide criminal law, which this action would fall under. He would think, in order to not wind up on the end of another lawsuit, he would make a motion to defer this until such a time as the lawsuit in the City of Columbia has been resolved.

Mr. Malinowski made a substitute motion, seconded by Ms. Dickerson, to defer this item until such a time as the lawsuit in the City of Columbia has been resolved.

In Favor: Malinowski, Dickerson, and Livingston

Opposed: C. Jackson, Myers, Pearce, Kennedy, Manning, N. Jackson, Rose and McBride

The substitute motion failed.

In Favor: C. Jackson, Myers, Pearce, Kennedy, Manning, N. Jackson, Rose and McBride

Opposed: Malinowski, Dickerson and Livingston

The vote was in favor.

16. **FIRST READING ITEMS**

- a. An Ordinance Amending Ordinance 032-17HR entitled “An Ordinance to raise revenue, make appropriations and adopt a budget for Richland County, South Carolina for Fiscal Year beginning July 1, 2018 and ending June 30, 2019”; so as to raise revenue, make appropriations, and increase the General Fund, Millage Agency and Special Revenue Fund Budgets [BY TITLE ONLY] – Mr. Manning moved, seconded by Mr. N. Jackson, to approve the item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

18. **REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Project Reign; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Engineering Services for the Northpoint Industrial Park – Mr. Ruble stated this past year Economic Development staff applied and won a \$500,000 grant from the SC Dept. of Commerce to grade an industrial site. Council approved receiving that grant in December 2017. As a part of that, we issued a RFP in January 2018. We received that RFP. We are under a tight time constraint. We are trying to get it done by the end of the year. We wanted to bring it to Council tonight. We received 13

respondents to the RFP. A local engineering firm, Carlisle Engineering, won the bid. Staff's recommendation is for Council to award the bid for engineering for \$106,825 to Carlisle Engineering.

Mr. Livingston stated the committee's recommendation is for approval.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

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

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The motion for reconsideration failed.

19. **REPORT OF RULES AND APPOINTMENTS COMMITTEE**

20. **NOTIFICATION OF APPOINTMENTS**

- a. Central Midlands Regional Transit Authority – 1 – Mr. Malinowski stated the committee recommended appointing Ms. Jacqueline U. Boulware.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. Airport Commission – 1 – Mr. Malinowski stated the committee recommended re-appointing Mr. D. Michael "Mike" Kelly.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

21. **OTHER ITEMS**

- a. FY18 – District 8 Hospitality Tax Allocations – Mr. Malinowski moved, seconded by Ms. Myers, to approve this item.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

Ms. McBride moved, seconded by Mr. N. Jackson, to reconsider this item.

Opposed: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

Regular Session

April 17, 2018

11

The motion for reconsideration failed.

22. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – No one signed up to speak.

22. **EXECUTIVE SESSION**

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, and McBride

The vote in favor was unanimous to go into Executive Session.

Council went into Executive Session at approximately 8:19 PM and came out at approximately 8:48 PM

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Livingston, Rose, and McBride

The vote in favor was unanimous to come out of Executive Session.

- a. Pending Litigation: SCDOR – Received as information. No action taken.
- b. Pending Litigation: Public Interest Foundation vs. Richland County – Received as information. No action taken.
- c. Contractual Matter: Huger Street Property – Mr. Pearce moved, seconded by Mr. Manning, to direct the County Attorney to extend the purchase of sale agreement on the property.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Dickerson, N. Jackson, Livingston, and McBride

Opposed: Manning and Rose

The vote was in favor.

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson stated she needed to distribute some contractual information pertaining to the Clerk's contract for Council to review.

Ms. Myers stated, for clarification, since this is a personnel contract would we not ask the lawyers to handle it differently. She is a little nervous about...that would be all of our Clerk's personnel information. She does not know that she would want...

Mr. Smith stated he has not seen the document yet, but it is his understanding it is a boilerplate proposed agreement with terms and conditions. It is not specific to anyone and there is no personal information in the document.

Ms. Dickerson stated she can distribute them at a later time, but she does have the proposal.

Mr. Manning recommended having them available following the meeting.

Ms. Myers inquired if we do not delegate this to Mr. Bettis. We all negotiate a contract with... How do we handle that? It seems a bit odd to her.

27. **MOTION PERIOD**

- a. A Resolution thanking Aja Wilson for her contribution to Hopkins, Lower Richland, Richland County, the City of Columbia, the State of South Carolina and the University of South Carolina for the memories of her sportsmanship and what she has done for the community. We are all thankful for the experience and proud of her professionalism. It was a once in a lifetime experience and we are grateful [N. JACKSON] – Mr. Manning moved, seconded by Ms. Myers, to adopt the resolution for Aja Wilson.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Kennedy, Manning, Dickerson, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. A Resolution Recognizing Roxana Meetze as the 1st Female Deputy Chief [KENNEDY] – Mr. Manning moved, seconded by Ms. Myers, to adopt the resolution for Roxana Meetze.

In Favor: Malinowski, C. Jackson, Myers, Pearce, Dickerson, N. Jackson, Rose and McBride

The vote in favor was unanimous.

ADJOURN – The meeting adjourned at approximately 9:00 PM



Richland County Council

ZONING PUBLIC HEARING
April 24, 2018 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Vice Chair; Greg Pearce, Norman Jackson, Paul Livingston, Yvonne McBride, Dalhi Myers, and Seth Rose

OTHERS PRESENT: Michelle Onley, Geo Price, Tommy DeLage, Trenia Bowers, Tim Nielsen, and Kim Williams-Roberts

1. **CALL TO ORDER** – Mr. Malinowski called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – Mr. N. Jackson moved, seconded by Mr. Livingston, to adopt the agenda as published.

In Favor: Malinowski, Myers, Livingston, N. Jackson, Rose and McBride

The vote in favor was unanimous.

4. **FIRST READING ITEMS – NO PUBLIC HEARING**

- a. 18-004MA
Olman Lobo
GC to LI (1.93 Acres)
10535 Farrow Road
TMS# R17500-02-02 [FIRST READING]

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

In Favor: Malinowski, Myers, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

- b. 18-005MA
Salman Muhammad
HI to LI (3 Acres)
10500 Farrow Road
TMS# R17500-03-02 [FIRST READING]

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

In Favor: Malinowski, Myers, N. Jackson, Livingston, Rose and McBride

The vote in favor was unanimous.

OPEN/CLOSE PUBLIC HEARING

- a. 18-008MA
Tony Cates
RU to GC (17.3 Acres)
1045 Marina Road
TMS# R02414-01-04 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Mr. Tom Callan, Mr. Tony Cates, Mr. Brad Everhart, Ms. Tanya Hall, Mr. Les Tweed and Ms. Kim Murphy spoke in favor of this item.

Ms. Sue Kettering, Ms. Genie Sosnowski and Mr. David Looney spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski inquired, for clarification, about the current number of homes allowed under the current zoning.

Mr. Price stated 22 homes could be constructed.

Mr. Malinowski stated then there would be infrastructure; therefore, there would be less homes. He further stated Mr. Tweed presented a deed restriction with 1 of 3 needed signatures. He hardly thinks that is an acceptance of the deed restrictions. He does not know if the community knows, but he did some research and the community would be limiting themselves to the 22 homes under the current zoning, but by re-zoning this GC, which both staff and the Planning Commission recommended disapproval, it will open up about 60 more acres in that area for GC development because you are now setting a precedence.

Mr. Malinowski would like to meet with members of the community prior to 2nd Reading and discuss the items he noted.

Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item and bring it back for Second Reading at the May 15th Council meeting.

Mr. Pearce inquired about how firm deed restrictions are. He does not have a problem with First Reading, but he does have a problem with a deed restriction that has 1 signature on it.

Mr. Price stated when it comes to a deed restriction on a property, Richland County will not be a party to those. What was mentioned limitations on the use, increase in landscaping, lighting, buffering and site plan design. Richland County would not be a party to what those restrictions require. We would only require the minimum according to Richland County Code.

In Favor: Myers, N. Jackson, Livingston, and McBride

Opposed: Malinowski and Pearce

The vote was in favor.

- b. 18-011MA
Carl McClure
RU to LI (13.8 Acres)
Mount Olivet Church Rd.
TMS# R01600-04-01 [FIRST READING]

Mr. Malinowski opened the floor to the public hearing.

Ms. Kim Murphy spoke in opposition of this item.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Livingston, to deny the re-zoning request.

In Favor: Malinowski, Myers, Pearce, N. Jackson, Livingston, and McBride

The vote in favor was unanimous.

- 5. **ADJOURNMENT** – The meeting adjourned at approximately 7:30 PM.

REVISED PROPOSED FY 2019 BUDGET AMENDMENT DATES

First Reading of Budget, Title Only	April 17, 2018
Council Work Session (Grants)	May 17, 2018
Council Work Session(GF, Millage, All others)	May 24, 2018
Public Hearing	June 7, 2018
Second Reading of Budget	June 7, 2018
Third Reading of Budget	June 14, 2018



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 1, 2018 County Council Meeting Briefing Document: E-911 Communications Center Agreement Extension

Agenda Item

E-911 Communications Center Agreement Extension

Background

County Council extended the 911 Communications Center Consolidation Agreement in June 2017. The current extension will expire on June 30, 2018. Regular discussions are occurring between the Richland County Sheriff's Department, City of Columbia Police Department, Fire Chiefs, and potential agency partners on the best approach to the Sheriff's Department handling the operations and supervision of the 911 Communications Center.

Issues

The current extension will expire on June 30, 2018.

Fiscal Impact

n/a

Past Legislative Actions

On June 27, 2017, Council approved the extension of the 911 agreement through June 30, 2018.

Alternatives/Solutions

1. Approve the extension of the agreement through June 30, 2019.
2. Do not approve the extension of the agreement through June 30, 2019.

Staff Recommendation

Approve the extension of the agreement through June 30, 2019.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated June 27, 2017, and which will expire on June 30, 2018; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2018, and ending on June 30, 2019;

NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2018, to June 30, 2019, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.

Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this _____ day of _____, 2018.

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA

BY: _____
ITS: _____

CITY OF COLUMBIA, SOUTH CAROLINA

BY: _____
ITS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

911 COMMUNICATIONS CENTER
CONSOLIDATION AGREEMENT EXTENSION

WHEREAS, the City of Columbia ("City") and Richland County ("County") entered into the 911 Communications Center Consolidation Agreement ("911 Agreement"), dated July 1, 2010; and

WHEREAS, the City and the County extended the 911 Agreement by execution of 911 Communications Center Consolidation Agreement Extension, dated March 1, 2016, and which will expire on June 30, 2017; and

WHEREAS, the City and County desire to extend the 911 Agreement for an additional one (1) year term commencing July 1, 2017, and ending on June 30, 2018;


NOW, THEREFORE, in consideration of the mutual undertakings and terms contained herein, the City and County agree as follows:

1. Subject to and contingent upon approval and authorization by the parties' respective legislative bodies by legislative enactment, the term of the 911 Agreement, which is attached hereto and incorporated herein by reference thereto shall be extended for an additional one (1) year period from July 1, 2017, to June 30, 2018, during which time Richland County will use its best efforts to establish a County-operated 911 Communication Center, of which the City of Columbia may have an option to participate in the usage.
2. Richland County may terminate the contract with 120 days' notice to the City of Columbia.


Except as modified herein and extended hereby, the 911 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this 911 Communications Center Consolidation Agreement Extension this 29 day of June, 2017.

WITNESS:



Jerry Wise




Rick D. How

RICHLAND COUNTY, SOUTH CAROLINA

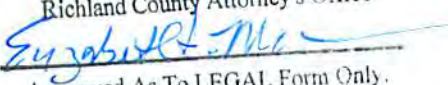
BY: 


GERALD SEALS
ITS: COUNTY ADMINISTRATOR

CITY OF COLUMBIA, SOUTH CAROLINA

BY: 

TERESA B. WILSON
ITS: CITY MANAGER

Richland County Attorney's Office

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

APPROVED AS TO FORM

Legal Department City of Columbia, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) 911 COMMUNICATIONS CENTER CONSOLIDATION AGREEMENT

This Agreement is entered into this 1 day of July, 2010, by and between Richland County ("County") and the City of Columbia ("City").

BACKGROUND:

In 1999, the Columbia-Richland Communications Center (CRC 911) became operational as a result of the 911 Communications Consolidation Agreement between the City of Columbia and Richland County.

Located within CFD Firehouse #1 (1800 Laurel Street), CRC 911 is the primary Public Safety Answering Point (PSAP) for Richland County, providing consolidated emergency dispatch services for the Columbia Police Department, the Richland County Sheriff's Department, the Columbia Fire Department, and the Richland County Emergency Services Department.

WITNESSETH:

WHEREAS, the County and City Councils desire to continue the operation of the Columbia-Richland Communications Center, a consolidated 911 dispatch center, commonly referred to as CRC 911; and,

WHEREAS, CRC 911 will continue to operate in accordance with the Richland County 911 Plan as approved by the State of South Carolina Budget and Control Board, Office of Information Resources ("OIR"); and,

WHEREAS, CRC 911 will continue to answer 911 phone calls from the public in the unincorporated areas of the County, the City of Columbia, the City of Arcadia Lakes, the City of Blythewood, and the City of Eastover; coordinating and dispatching public safety agency workers to emergency and non-emergency calls for assistance, logging dispatch information into a computer-aided dispatch system, recording emergency radio and telephone conversations, obtaining background information, such as NCIC checks and registration information, and coordinating backup assistance for public safety workers;

NOW, THEREFORE, in consideration of the mutual covenants herein, it is agreed as follows:

1. **OPERATIONAL CONTROL:** The County and City shall continue operation of the Oversight Committee, composed of the following officials, or their respective designees: the Richland County Emergency Services Department, the Richland County Sheriff's Department, the Columbia Police Department, the Columbia Fire Department, the City Manager, the County Administrator, and the CRC 911 Director.

The Oversight Committee shall meet with the CRC 911 Director at least four (4) times per calendar year, and will provide guidance on the operation of CRC 911.

The Oversight Committee shall advise the CRC 911 Director, who is responsible for the daily operations. Each public safety agency is responsible for establishing the policies and procedures for dispatching their respective agencies. These policies shall be implemented and enforced by the CRC 911 Director.

2. **FINANCIAL:**
 - a. The County will continue to administer the 911 Emergency Telephone System Fund which supports the continuing maintenance and replacement costs of the 911 telephony system, radio consoles/workstations, and all other related equipment and/or systems. The parties shall continue to share the cost for the operation of CRC 911, subject to the appropriation of funds for such purpose by the respective bodies. Title to 911 dispatch consoles shall be jointly held by the City and County.
 - b. The CRC 911 Director shall prepare annual operating budget requests (City/County) for the system and shall submit the budget requests to the controlling authorities (Columbia City Manager & Richland County Administrator) for review and approval, no later than January 15th (County share of budget request), and February 20th (City share of budget request) of each calendar year. Proposed modifications to the budget requests must be provided to the controlling authorities by the CRC 911 Director within thirty (30) days of receipt of the initial budget requests.
3. **LEVEL OF SERVICE:** CRC 911 will continue to provide the current level of service to each party, to the extent funds have been appropriated and will, to the same extent, support each agency's requirements as identified in the established policies and procedures.
 - a. Both parties agree that any request for additional, non-911 related, "value added" services, must be reviewed, and approved by both controlling authorities prior to implementation.
 - b. The CRC 911 Director will be consulted regarding the financial and/or operational impact created by any additional "value added" service request.

4. BUILDING: CRC 911 will continue to be located at 1800 Laurel Street. The City will be responsible for providing CRC 911 operational and maintenance needs.
 - a. Due to the rapid growth of the City of Columbia and Richland County, maintaining a state-of-the art emergency communications center is necessary to ensure efficient and professional services to citizens and user agencies
 - b. Both parties agree to initiate a joint (City/County) Feasibility Study, facilitated by the CRC 911 Director, within twenty-four (24) months from the effective date of this Agreement.
 1. Feasibility Study: The focus of the Feasibility Study will be the identification of viable options of either expanding current space availability, or procuring a new facility in order to acquire dedicated training facilities, technology areas, conference areas, personnel maintenance facilities, supervisory areas, and storage (records) areas.
 2. The study and associated recommendations will be presented to the Oversight Committee for consideration and approval.
 3. All approved recommendations will be included in the next fiscal year's budget proposal to the controlling authorities.
5. MAINTENANCE: Maintenance of the 911 system equipment and console equipment will be funded by available 911 subscriber fee-revenues.
 - a. All other radio equipment will be maintained by the respective agencies. Maintenance expenses for the Computer-Aided Dispatch (CAD) system will be included in the annual CRC 911 budget and shall be borne equally by the parties.
 - b. Both parties agree to continue to equally share the operational cost of CRC 911: to include, but not limited to, other operational, maintenance, and/or administrative costs, including personnel/staffing costs, subject to the appropriation of funds for such purpose by the respective governing bodies.
6. PERSONNEL: During the course of this Agreement all current and future CRC 911 personnel will continue to be considered employees of the City of Columbia.
7. ACQUISITION OF DISPATCH EQUIPMENT: Through the use of available 911 subscribers' fees, the County shall continue to provide sufficient 911 dispatch equipment required to properly operate CRC 911. The County, through the use of available 911 subscribers' fees, shall provide such additional equipment as is necessary from time to time to provide adequate and efficient 911 services.
8. AUDIT: All County funds, including 911 tariff funds used to support the operations of CRC 911, will be subject to audit by the County.
9. DURATION: The term of this Agreement shall be for a period of five (5) years commencing upon the date of acceptance.
10. TERMINATION: Either party may terminate this Agreement upon twelve (12) months' written notice to the other party of its intent to do so. However, termination of this Agreement shall not result in disruptions of 911 services to either party.
11. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement constitutes the entire agreement between the parties, and there are no other agreements, covenants, promises, terms or understanding concerning the subject hereof, other than those herein set forth. No subsequent alteration, modification, amendment, change, deletion, or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by each party's authorized representative.

WITNESS:

[Handwritten signatures of witnesses for Richland County]

RICHLAND COUNTY

BY: *[Signature]*
 ITS: Milton Pope
 County Administrator

WITNESS:

[Handwritten signatures of witnesses for City of Columbia]

CITY OF COLUMBIA

BY: *[Signature]*
 ITS: Steve A. Gantt
 City Manager

Richland County Attorney's Office

[Signature]
 Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.

ORIGIN
STAMPED IN RED

RESOLUTION NO.: R-2010-051

Authorizing the City Manager to execute a 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County


WHEREAS, the City of Columbia ("City") and Richland County ("County") entered in to a 911 Communications Consolidation Agreement in 1999 which consolidated the emergency dispatch services for the Columbia Police Department, Richland County Sheriffs' Department, Columbia Fire Department and Richland County Emergency Services Department; and,

WHEREAS, the City and County desire to continue the operation of the Columbia-Richland Communication Center for a period of five (5) years; NOW, THEREFORE,

BE IT RESOLVED by the Mayor and City Council this 16th day of June, 2010, that the City Manager is hereby authorized to execute the attached 911 Communications Center Consolidation Agreement between the City of Columbia and Richland County.

Requested by:

Mike King, ACM Public Safety



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 6/16/2010

Final Reading: 6/16/2010



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 1, 2018 Council Meeting Briefing Document

Agenda Item

Payment for invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2

Background

The County has received a request as to the status of invoice processing for Pinewood Lake Park phase 2, from the attorney for Chao & Associates (Chao), Robert Fuller (attachment A).

The total contract amount for Phase two with associated tasks is below:

Construction Budget	\$ 3,658,537.00
Arch/Eng Services	\$ 402,439.00
Const. Mgmt.	\$ 439,024.00
Chao's Total Budget	\$ 4,500,000.00

We have received six invoices in total (summary of each total, as well as what has been paid is below) (attachment B):

Invoice #	Invoice Date	Amount	Paid
399935D-1	3.8.17	\$ 186,375.85	\$ 186,375.85
399935D-2	4.17.17	\$ 28,170.73	\$ 28,170.73
399935D-3	6.19.17	\$ 152,926.82	\$ 152,926.82
399935D-4	7.14.17	\$ 20,121.95	\$ - Pending
399935D-5	9.28.17	\$ 34,233.91	\$ - Pending
399935D-6 (rev)	2.14.18	\$ 226,463.40	\$ - Pending
		\$ 648,292.66	\$ 367,473.40

That leaves a total of \$280,819.26 unpaid. Chao's letter dated March 1, 2018 (attachment C) indicates the balance unpaid to be \$276,682.04. The small discrepancy may be due to rounding and percentage calculations. The County's number is more conservative.

Note the purchase of property by Chao (TMS#19011-02-12) has been allocated, since the third invoice, to the construction budget line item.

The latest invoice indicates the following % complete for each task order:

Construction Budget	6%
Arch/Eng Services	100%
Const. Mgmt.	6%

The latest invoice received, dated February 14, 2018, expenses 100% of the architectural/engineering services. Note the County is not in receipt of that deliverable, an approved set of buildable plans, particularly in respect to the Community Center portion of this project, which would be appropriate for 100% billing of this task. Currently, plans for the Community Center utilizes a design that is over budget and located on property the County does not own, which is the result of the purchase of TMS#19011-02-12 by Chao noted earlier (attachment D).

Should the County proceed with paying this invoice as presented and should the project proceed in the future, it would be reasonable to expect a scope and budget amendment would be needed for Chao to deliver a design that is within budget and properly located on County-owned property.

Payment Options:

1. As articulated in Chao's letter dated March 1, 2018, deduct the property acquisition amount from the total amount owed on all invoices. That would look like the following:

Invoice Balance	\$ 280,819.26
Minus Property Acquisition	\$ 126,010.00
	<hr/>
	\$ 154,809.26

2. Render two different transactions: one requiring Chao remit reimbursement to the County directly, the \$126,010 as indicated in the February 21, 2018 letter from County Administrator Gerald Seals (attachment E) and the other providing payment in whole to Chao for the total amount owed on all invoices.

In either option 1 and 2, if the full amount of all invoices is approved for payment, the property that the architectural/engineering services have been rendered at 100% remains titled under Chao & Associate. This means that Richland County would have paid for services on a property that the county does not own.

3. Pay a portion of the outstanding invoice balance, for services rendered only. Council may consider reducing the architectural and engineering services amount to leave budget on that line item for future deliverables.

If paying only a portion of the outstanding balance, Council could chose to handle the property purchase reimbursement in the two ways provided in Option 1 and 2 above (either deduct it from the County's payment or treat it as a separate transaction).

4. Deny payment of outstanding invoice balance, while the project is in a hold status (attachment F).

Issues

- Outstanding invoices
- Invoicing for work not received
- Completion of directive by Council to receive reimbursement for Chao's property purchase using County funds
- If payment of pending invoices is authorized, this payment would be for design services on a property the Richland County does not own

Fiscal Impact

- \$280,819.26 unpaid invoices
- \$126,010 reimbursement from Chao that has not been received

Past Legislative Actions

County Council approved funding for Phase 2 on June 9, 2016

- The Notice to Proceed (NTP) was issued on September 30, 2016

County Council directed reimbursement for property purchase on February 20, 2018

- Letter sent to Chao on February 21, 2018

Alternatives

1. Approve the payment of all outstanding invoices to Chao and deduct the reimbursement for the property purchase.
2. Approve the payment of all outstanding invoices to Chao, in full, and require a separate reimbursement for the property purchase.
3. Approve the payment of some portion of the outstanding invoices to Chao, for services rendered, and require a separate reimbursement for the property purchase.
4. Approve the payment of some portion of the outstanding invoices to Chao, for services rendered, and deduct the reimbursement for the property purchase.
5. Deny payment of outstanding invoice balance, while the project is in a hold status.

Staff Recommendation

Council discretion. Staff will follow Council's directive.

Submitted by: Administration

Date: May 1, 2018

Tracy Hegler

From: SANDRA YUDICE
Sent: Thursday, April 12, 2018 12:05 PM
To: LARRY SMITH
Cc: Tracy Hegler; Brandon Madden; JAMES HAYES; STACEY HAMM
Subject: RE: [spam] RE: CHAO & ASSOCIATES/PALMETTO PARK

Mr. Smith,

Tracy will get with Chao's accountant today to get the last revised invoice to reconcile our figures with theirs. We'll keep you informed once the figures are reconciled.

On the \$126,010 for the property that Chao purchased with county funds, they are fine with the county deducting this amount from the amount RC owes them. However, wouldn't it be better if Chao pays the \$126,010 to keep both transactions (i.e., what RC owes Chao and what Chao owes RC) separate?

Thanks.

Sandra

From: LARRY SMITH
Sent: Thursday, April 12, 2018 10:40 AM
To: SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>
Subject: Fwd: [spam] RE: CHAO & ASSOCIATES/PALMETTO PARK

FYI

Begin forwarded message:

From: LARRY SMITH <SMITH.LARRY@richlandcountysc.gov>
Date: April 4, 2018 at 10:40:18 PM EDT
To: Jimmy Chao <Jimmy@chaoinc.com>
Cc: LARRY SMITH <SMITH.LARRY@richlandcountysc.gov>, "lease@downtownexecutivesuites.com" <lease@downtownexecutivesuites.com>
Subject: Re: [spam] RE: CHAO & ASSOCIATES/PALMETTO PARK

Thanks!!

On Apr 4, 2018, at 4:55 PM, Jimmy Chao <Jimmy@chaoinc.com> wrote:

Mr. Smith,

Attached please find a copy of the outstanding invoices for the Pinewood Lake Project. Thanks.

Jimmy Chao

JIMMY@CHAOINC.COM<<mailto:JIMMY@CHAOINC.COM>>

From: LARRY SMITH [<mailto:SMITH.LARRY@richlandcountysc.gov>]

Sent: Tuesday, April 03, 2018 5:17 PM

To: 'lease@downtownexecutivesuites.com'

Cc: Jimmy Chao

Subject: RE: [spam] RE: CHAO & ASSOCIATES/PALMETTO PARK

Bob,

I recall that you sent to me by way of letter or e-mail the amount owed to Chao. However, I don't recall if you sent me the actual invoices. If you did, please resend. If you didn't send the actual invoice. I will forward to Administration.

Thanks!

From:

lease@downtownexecutivesuites.com<<mailto:lease@downtownexecutivesuites.com>> [<mailto:lease@downtownexecutivesuites.com>]

Sent: Tuesday, April 03, 2018 1:05 PM

To: LARRY SMITH

Cc: Jimmy Chao

Subject: [spam] RE: CHAO & ASSOCIATES/PALMETTO PARK

TO: Larry Smith, Esq - smithla@rcgov.us<<mailto:smithla@rcgov.us>>

RE: CHAO & ASSOCIATES/PALMETTO PARK

cc: Jimmy Chao - Jimmy@Chaoinc.com<<mailto:Jimmy@Chaoinc.com>>

Date: April 3, 2018

Larry, I know this is a council Meeting date that has you pulled in multiple directions. Something that may not be on the agenda is of more concern to my client, Chao and Associates.

Although the Pinewood Park Phase II project is not under active processing at present, there are significant outstanding invoices from Chao to Richland County that are long past-due for payment. If the Administrator or Council have specific disputes, we need to have them identified for appropriate processing. (The land acquisitions invoice represents only a portion of the outstanding unpaid costs billed under the overall contract.)

If there is something further Chao needs to do to obtain resolution, please so advise. Otherwise, consider this an affirmative demand upon Richland County for payment of the pending, undisputed invoices.

Regards,

Bob Fuller

<18-0214 Outstanding Invoices.pdf>

Approval Signature *Chas. Pitt*

V000236

Budget Code [REDACTED]

Chao and Associates, Inc.

Date: 3/27/17 PO: CPS 17074

7 Clusters Court
Columbia, SC 29210



Invoice

Bill To
Mr. Chad Forsight Richland County 7020 Hampton St., Suite 3064 Columbia, SC 29204

Date	Invoice #
3/8/2017	359535D-1

RE Pinewood Lake Phase II C&A Project No.: 399935D Billing Period: 11/01/16 to 02/28/17

Terms
Due on receipt

Description	Contract Amt.	% Complete	Fee Earned
PO: CPS 17074			
Construction Budget	\$ 58,537	0%	0.00
**Property Acquisition	26,010	100%	126,010.00
Architectural and Engineering Services	32,439	15%	60,365.85
Construction Management	59,024		0.00

PAID

Thank you for your business	Total	\$186,375.85
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Invoices not paid in full 70 days from date of invoice are subject to a financial charge of 1.5% per month on unpaid balances		
Payments/Credits		\$0.00
Balance Due		\$186,375.85



**RICHLAND COUNTY
FINANCE DEPARTMENT
PO BOX 192
COLUMBIA, SOUTH CAROLINA 29202**

DATE	CHECK NO.	AMOUNT
04/05/17	00094145	***186,375.85

VOID IF NOT CASHED WITHIN 90 DAYS

PAY ONE Hundred EIGHTY SIX Thousand THREE Hundred SEVENTY FIVE Dollars and EIGHTY FIVE Cents

TO THE ORDER OF CHAO AND ASSOCIATES INC
7 CLUSTERS CT
COLUMBIA, SC 29210

David Diggers

DOCUMENT CONTAINS A COLORED PANTOGRAPH, MICROPRINTING, BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW, VOID IF NOT PRESENT

<p>ENDORSE HERE</p> <p>X</p> <p>For Deposit Only</p> <p>Chao & Associates, Inc.</p> <p>10033003</p>	
<p>DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE RESERVED FOR FINANCIAL INSTITUTION USE</p>	
<p>Security Features</p> <p>Colorful Background</p> <p>Microprint "X"</p> <p>Archival Watermark</p> <p>Bottom Varnishing Sand</p> <p>Thermochromic Ink</p> <p>Colorful design as described in the Back of the Check System Association (BSCSA) Manual</p>	<p>The security features listed below are well as those not listed, exceed industry guidelines.</p> <p>• The pink flag disappears when exposed to light, rubbing or touching with thumb.</p> <p>Description</p> <ul style="list-style-type: none"> • Face of check has a colored background. • Small type appears as defined in the above photocopied. • Invisible watermark on back of check will appear when checked with a coin, under ultraviolet light or held at 90 degree angle to view. • Varnishing sand at bottom of check lists security features. • Pink flag on back of check should disappear when exposed to light.



**RICHLAND COUNTY
FINANCE DEPARTMENT
PO BOX 192
COLUMBIA, SOUTH CAROLINA 29202**

DATE	CHECK NO.	AMOUNT
05/24/17	00095739	****28,170.73

**PAY TWENTY EIGHT Thousand ONE Hundred SEVENTY
Dollars and SEVENTY THREE Cents**

VOID IF NOT CASHED WITHIN 90 DAYS

**TO THE ORDER OF CHAO AND ASSOCIATES INC
7 CLUSTERS CT
COLUMBIA, SC 29210**

DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

ENDORSE HERE

Chao and Associates Inc
1000000

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

no pink flag disappears when exposed
rubbing or touching with thumb

FAI The security features listed below, as well as those not listed, exceed industry guidelines.

- Security Features**
- Colored Background
 - Microprinting "MP"
 - Archival Watermark
 - Bottom Warning Band
 - Thermo-chromic Ink
- Description:**
- Face of check has a colored background
 - Small type appears as faded line when photocopied.
 - Invisible watermark on back of check will appear when viewed with a coin, under ultraviolet light or held from angle to view
 - Warning band at bottom of check lists security features
 - Pink flag on back of check should disappear when rubbed with thumb or finger
- © Patent design is a trademark of Check Payment Systems Association, Inc.



RICHLAND COUNTY
FINANCE DEPARTMENT
PO BOX 192
COLUMBIA, SOUTH CAROLINA 29202

DATE	CHECK NO	AMOUNT
08/23/17	00098726	***152,926.82

VOID IF NOT CASHED WITHIN 90 DAYS

PAY ONE Hundred FIFTY TWO Thousand NINE Hundred
TWENTY SIX Dollars and EIGHTY TWO Cents

TO THE ORDER OF CHAO AND ASSOCIATES INC
7 CLUSTERS CT
COLUMBIA, SC 29210

MP DOCUMENT CONTAINS A COLORED PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

ENDORSE HERE

X
For Deposit Only
Chao & Associates, Inc.
1003003

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
MP

Heat sensitive pink flag disappears when exposed to heat by rubbing or touching with thumb

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features	Description
Colored background	• Face of check has a colored background
Microprinting	• Small type appears as dotted line when photocopied
Artificial Watermark	• Invis watermark on back of check will appear when rubbed with a coin, under ultraviolet light or held at an angle to view
Bottom Warning Band	• Warning band at bottom of check has security features
Thermochromic Ink	• Pink flag on back of check should disappear when rubbed with thumb or finger

MP Feature design is a certification mark of Check Payment Systems Association

Chao and Associates, Inc.

7 Clusters Court
Columbia, SC 29210

Invoice

Bill To
Mr. Chad Forsnight Richland County 2020 Hampton St., Suite 3064 Columbia, SC 29204

Date	Invoice #
7/14/2017	399935D-4

RE: Pinewood Lake Phase II C&A Project No.: 399935D Billing Period: 06/01/17 to 06/30/17
--

Terms
Due on receipt

Description	Contract Amt.	% Complete	Fee Earned
PO: CPS17074			
Construction Budget: \$3,658,537.00	\$3,658,537.00	3.4443%	126,010.00
a) Property Acquisition: \$126,010.00			
*Subdivision Survey: \$1,200.00			
*Topographic/Tree Survey: \$3,050.00			
*Appraisal: \$1,760.00			
*Purchase Fee: \$120,000.00			
b) Park Phase II Construction: \$3,532,527.00			
Architectural and Engineering Services	\$402,439.00	65%	261,585.35
Construction Management	\$439,024.00	0%	0.00
Previous Amount Invoiced			-367,473.40

Thank you for your business.	Total	\$20,121.95
Invoices not paid in full 20 days from date of invoice are subject to a financial charge of 1.5% per month on unpaid balances	Payments/Credits	\$0.00
	Balance Due	\$20,121.95

Chao and Associates, Inc.

7 Clusters Court
Columbia, SC 29210

Invoice

Bill To
Mr. Chad Forsnight Richland County 2020 Hampton St., Suite 3064 Columbia, SC 29204

Date	Invoice #
9/28/2017	399935D-5

RE:Pinewood Lake Phase II C&A Project No.:399935D Billing Period:07/01/17 to 08/31/17

Terms
Due on receipt

Description	Contract Amt.	% Complete	Fee Earned
PO: CPS17074			
Construction Budget:\$3,658,537.00	\$3,658,537.00	3.61%	132,073.18
* Property Acquisition: \$126,010.00			
**Subdivision Survey: \$1,200.00			
***Topographic/Tree Survey: \$3,050.00			
**Appraisal: \$1,760.00			
**Purchase Fee: \$120,000.00			
* Landscape Design: \$6,050.00			
* Remaining Construction Budget \$3,526,477.00			
Architectural and Engineering Services	\$402,439.00	72%	289,756.08
Construction Management	\$439,024.00	0%	0.00
Previous Amount Invoiced			-387,595.35

Thank you for your business.	Total	\$34,233.91
Invoices not paid in full 20 days from date of invoice are subject to a financial charge of 1.5% per month on unpaid balances	Payments/Credits	\$0.00
	Balance Due	\$34,233.91

Chao and Associates, Inc.

7 Clusters Court
Columbia, SC 29210

Invoice

Bill To
Ms. Tracy Hegler Director of Community Planning & Develop. Richland County 2020 Hampton St., Suite 3064 Columbia, SC 29204

Date	Invoice #
2/14/2018	399935D-6

RE:Pinewood Lake Phase II C&A Project No.:399935D Billing Period:09/01/17 to 02/14/17

Terms
Due on receipt

Description	Contract Amt.	% Complete	Fee Earned
PO: CPS17074			
Construction Budget:\$3,658,537.00 * Property Acquisition: \$126,010.00 **Subdivision Survey: \$1,200.00 **Topographic/Tree Survey: \$3,050.00 **Appraisal: \$1,760.00 **Purchase Fee: \$120,000.00 * Landscape Design: \$6,050.00 * Asphalt Paving of Gravel Lots and Trails: \$74,992.50 * Remaining Construction Budget \$3,325,474.50	\$3,658,537.00	6%	215,398.18
Architectural and Engineering Services	\$402,439.00	100%	402,439.00
Construction Management	\$439,024.00	6%	26,318.26
Previous Amount Invoiced			-421,829.26

Thank you for your business.	Total	\$222,326.18
Invoices not paid in full 20 days from date of invoice are subject to a financial charge of 1.5% per month on unpaid balances	Payments/Credits	\$0.00
	Balance Due	\$222,326.18



March 1, 2018

Mr. Gerald Seals
County Administrator
Richland County
P.O. Box 192
Columbia, SC 29202

RE: Pinewood Lake Cease and Desist Letter on Feb. 20, 2018 and Feb 21, 2018

Dear Mr. Seals:

Chao and Associates acknowledges receiving your letters dated February 20 and February 21, 2018. Based on the February 21 letter, I understand that the Pinewood Lake Park Project is on hold. However, the February 20 letter indicates that Chao and Associates' Master Agreement and this Project have been terminated. At this point, I am not clear on the County's intentions.

As always, we want to work with the County to do what is best for the County in accordance with our contract; however, your letters contain several misunderstandings, discrepancies and statements that are unclear. The purpose of this letter is to offer clarification and request further discussion.

As a respected firm within this industry and community, please note that at no time has Chao and Associates acted inappropriately or outside the scope of its duties on this project. We take our work and reputation seriously and always strive to act in a manner that is beyond reproach. In this case, I believe we have not fallen short of that goal.

I am hopeful that we can resolve this matter and restore a positive relationship that does not have to end in termination of our Master Agreement and the Project.

It is important that you and all members of Council understand the history of this project. Please allow me to outline the history in an accurate and orderly manner.

April 2015

Chao submitted the Phase II Preliminary Cost Estimate, "with each component separately itemized" as required by the Master Agreement. The cost of the land acquisition was itemized on the cost estimate, along with other itemizations.

May 29, 2015

We submitted a revised Cost Estimate, (attachment 1) which is the basis for the Phase II project (attachment 2). The same line item for land acquisition was included.

September 30, 2016

We received the Notice-To-Proceed to construct Phase II Pinewood Lake as a design-build project. Even though the Purchase Order was not issued at that time, Chao and Associates



began work immediately because the project had to be completed in 15 months. Please note that the Community Building was the critical path of the project and the design and construction of the building could not be started until the land was purchased.

October 10, 2016

We sent our first email to Chad Fosnight, the County Project Manager. We addressed the need to acquire the property timely to facilitate the design/construction of the community building. He acknowledged that the land needed to be purchased but he seemed uncertain about how to handle that requirement and would seek further guidance (attachment 3). From that day, we repeatedly communicated with the County asking for direction on the land purchase. Despite no official direction being given, Mr. Fosnight provided names of acceptable appraisers. With this information, we proceeded with having the property appraised.

February 24, 2017

After a 5-month delay, the Purchase Order was issued. At that time, the property had been appraised and Chao was preparing for the purchase of the property. The only information needed was how the County wanted to handle the purchase.

March 8, 2017

We emailed Chad Fosnight about the property appraisal and indicated that we could request funds from the County to purchase the property. We received no objection to this.

March 20, 2017

We submitted an invoice for the land acquisition. The invoice clearly indicated that the billing was for the land purchase. No questions were raised by the County.

April 11, 2017

The invoice was paid.

June 19, 2017

Even though we had continued communication on the process to purchase the land, a definitive decision about the process was never relayed to us in writing. On June 19, we received verbal authorization from Chad Fosnight to proceed with the land purchase.

June 20, 2017

We proceeded with the purchase of the land, with the funds that the County previously remitted to us.

From then on, Chao continued performing architectural and engineering services. We submitted invoices 1 through 6 (revised), which is dated February 14, 2018.

We hope our summary, breakdown by date, and attached documents show that:

- a) the County was aware of the land acquisition since the inception. The land purchase and payment to Chao was discussed with the County for over 10 months and was not an error;
- b) Chao did not act unilaterally or recklessly in purchasing the land. In addition, Chao never claimed to be the Agent of the County. We simply acted according to the turn-key design-builder's responsibility to complete the project in accordance with our contract; and
- c) the contract extension was discussed and agreed to by County staff. The delays on the project occurred through no fault of Chao's; therefore, the extension was proper.



The land acquisition was an integral part of delivering this project since it was on the critical path for the design and construction of the Community Building. The design of the Community Building was being developed as the land acquisition issue was being discussed however the actual site adaptation could not proceed without the land and therefore delayed the completion of the construction documents, permitting and of course the actual construction of the building.

Invoices

Your letters indicate that Chao is owed \$86,550.98. Our records indicate that Chao is owed \$276,682.04. The invoices submitted are as follows:

Invoice 1- 3/20/17- \$186,375.85
Invoice 2- 4/17/17- \$28,170.73
Invoice 3- 6/19/17- \$152,926.82
Invoice 4- 7/14/17- \$20,121.95
Invoice 5- 9/28/17- \$34,233.91
Invoice 6 (revised) 2/14/18 \$222,326.18

Total Billed - \$644,155.44
Less Payments received- \$367,473.40
Total due- \$276,682.04

We understand that the County may continue with putting this project on hold or even terminating it. If either decision is made, it is our desire to convey the property to the County. However, we are willing to credit the County \$126,010.00 for the property now and have the County pay for the property when the Community building is constructed. With the credit for the property, Chao is owed \$150,672.04 for services rendered on the project.

We are open to discussing these options and any other reasonable resolution to bring this matter to an amicable close that preserves both organizations.

Allow me to conclude by stating that Chao and Associates has been providing Engineering Services for the County for over 20 years. We have enjoyed the professional relationship and would like to do whatever we can to maintain it. Please review the information provided and we will be happy to supplement any information you may need. We are looking forward to hearing from you.

Sincerely,
Chao and Associates, Inc.

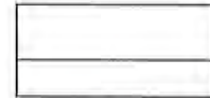


C. Jimmy Chao, PE
President

- cc. Members of Richland County Council
- Larry Smith, County Attorney
- Sandra Yudice, Ph.D., Assistant County Administrator
- Jamelle Ellis, Ph.D., Director, Community and Government Services
- Tracy Hegler, Director, Planning and Community Development
- Jennifer Wladischkin, Manager, Office of Procurement and Contracting
- Carol Kososki, Chair, Richland County Conservation Commission
- Bob Fuller, Esquire.



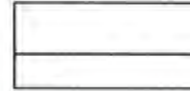
Pinewood Lake Park Phase II



Date: May 29, 2015

Description	Est. Qty	Unit	Unit Cost	Total
Docks and Trails				
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000
Community Pier	1	ea	\$235,000	\$235,000
Docks	2	ea	\$47,000	\$94,000
New Asphalt Trails	960	lf	\$53	\$50,880
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320
Concrete Sidewalks	620	lf	\$59	\$36,580
Pave Gravel Parking Area	1354	sy	\$14	\$18,956
		Total Pond and Trails		\$1,357,736
Existing Structures				
Repurpose Existing House	1	ls	\$117,500	\$117,500
Historical/Educational Allowance	1	ls	\$141,000	\$141,000
Furniture Allowance	1	ls	\$110,000	\$110,000
Existing Auxiliary Buildings Repairs	4263	sf	\$65	\$277,095
		Total Exist Structures		\$645,595
New Structures				
Picnic Shelters	3	ea	\$58,750	\$176,250
Fish Cleaning Stations	2	ea	\$5,875	\$11,750
Amphitheater	1	ea	\$235,000	\$235,000
Restroom Buildings	2	ea	\$75,000	\$150,000
Community Building Multipurpose	12000	sf	\$176	\$2,112,000
		Total New Structures		\$2,685,000
Perimeter and Vehicular Access				
Install Misc Site Lighting	1	ls	\$58,750	\$58,750
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200
Playground Equipment	1	ls	\$35,250	\$35,250
Ent/Parking/Drive Community & Theatre	1	ls	\$211,500	\$211,500
Land Acquisition	4	ac	\$35,250	\$141,000
		Total P&VA		\$537,700
Miscellaneous				
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938
Benches/Tables	10	ea	\$588	\$5,880
		Total Miscellaneous		\$296,693
		Subtotal		\$5,522,724
		A & E Fees (11%)		\$607,500
		Construcion Manage/Profit (12%)		\$662,727
		Grand Total		\$6,792,951

Pinewood Lake Park Phase II Final



Date: Oct 7, 2016

Description	Est. Qty	Unit	Unit Cost	Total	Pro Rated (.6625)
Docks and Trails					
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000	\$ 560,433.90
Community Pier	1	ea	\$235,000	\$235,000	\$ 155,676.08
Docks	2	ea	\$47,000	\$94,000	\$ 62,270.43
New Asphalt Trails	960	lf	\$53	\$50,880	\$ 33,705.53
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320	\$ 50,558.29
Concrete Sidewalks	620	lf	\$59	\$36,580	\$ 24,232.47
Pave Gravel Parking Area	1354	sy	\$14	\$18,956	\$ 12,557.43
Total Pond and Trails				\$1,357,736	\$ 899,434.13
Existing Structures					
Repurpose Existing House	1	ls	\$117,500	\$117,500	\$ 77,838.04
Historical/Educational Allowance	1	ls	\$141,000	\$141,000	\$ 93,405.65
Furniture Allowance	1	ls	\$110,000	\$110,000	\$ 72,869.66
Existing Auxiliary Buildings Repairs	4263	sf	\$65	\$277,095	\$ 183,561.97
Total Exist Structures				\$645,595	\$ 427,675.32
New Structures					
Picnic Shelters	3	ea	\$58,750	\$176,250	\$ 116,757.06
Fish Cleaning Stations	2	ea	\$5,875	\$11,750	\$ 7,783.80
Amphitheater	1	ea	\$235,000	\$235,000	\$ 155,676.08
Restroom Buildings	2	ea	\$75,000	\$150,000	\$ 99,367.71
Community Building Multipurpose	12000	sf	\$176	\$2,112,000	\$ 1,399,097.39
Total New Structures				\$2,685,000	\$ 1,778,682.05
Perimeter and Vehicular Access					
Install Misc Site Lighting	1	ls	\$58,750	\$58,750	\$ 38,919.02
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200	\$ 60,415.57
Playground Equipment	1	ls	\$35,250	\$35,250	\$ 23,351.41
Ent/Parking/Drive Community& Theatre	1	ls	\$211,500	\$211,500	\$ 140,108.47
Land Acquisition	4	ac	\$35,250	\$141,000	\$ 93,405.65
Total P&VA				\$537,700	\$ 356,200.13
Miscellaneous					
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875	\$ 97,297.55
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938	\$ 95,351.93
Benches/Tables	10	ea	\$588	\$5,880	\$ 3,895.21
Total Miscellaneous				\$296,693	\$ 196,544.70
Subtotal				\$5,522,724	\$ 3,658,536
A & E Fees				\$607,500	\$ 402,439
Construciton Manage/Profit				\$662,727	\$ 439,024
Grand Total				\$6,792,951	\$ 4,500,000

Gerald Lee

From: Chad Fosnight <FosnightC@rcgov.us>
Sent: Monday, October 10, 2016 11:32 AM
To: Gerald Lee; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Gerald,

I'm fine with this schedule. Let's keep the schedule though as the executed NTP states a completion date of 12/31/17. We need to discuss how we are handling the land acquisition and the temporary bridge, particularly as it relates to responsibilities. In your role as the Design/Builder, are you taking the lead in these discussions? I see both of these as being some of the biggest hurdles on the schedule. Let's work through lines of responsibility early so that there are no misunderstandings later.

Please keep me updated on all progress and include me on all meeting invitations as I will be providing regular updates to the County Administrator on this project.

Respectfully,

Chad D. Fosnight

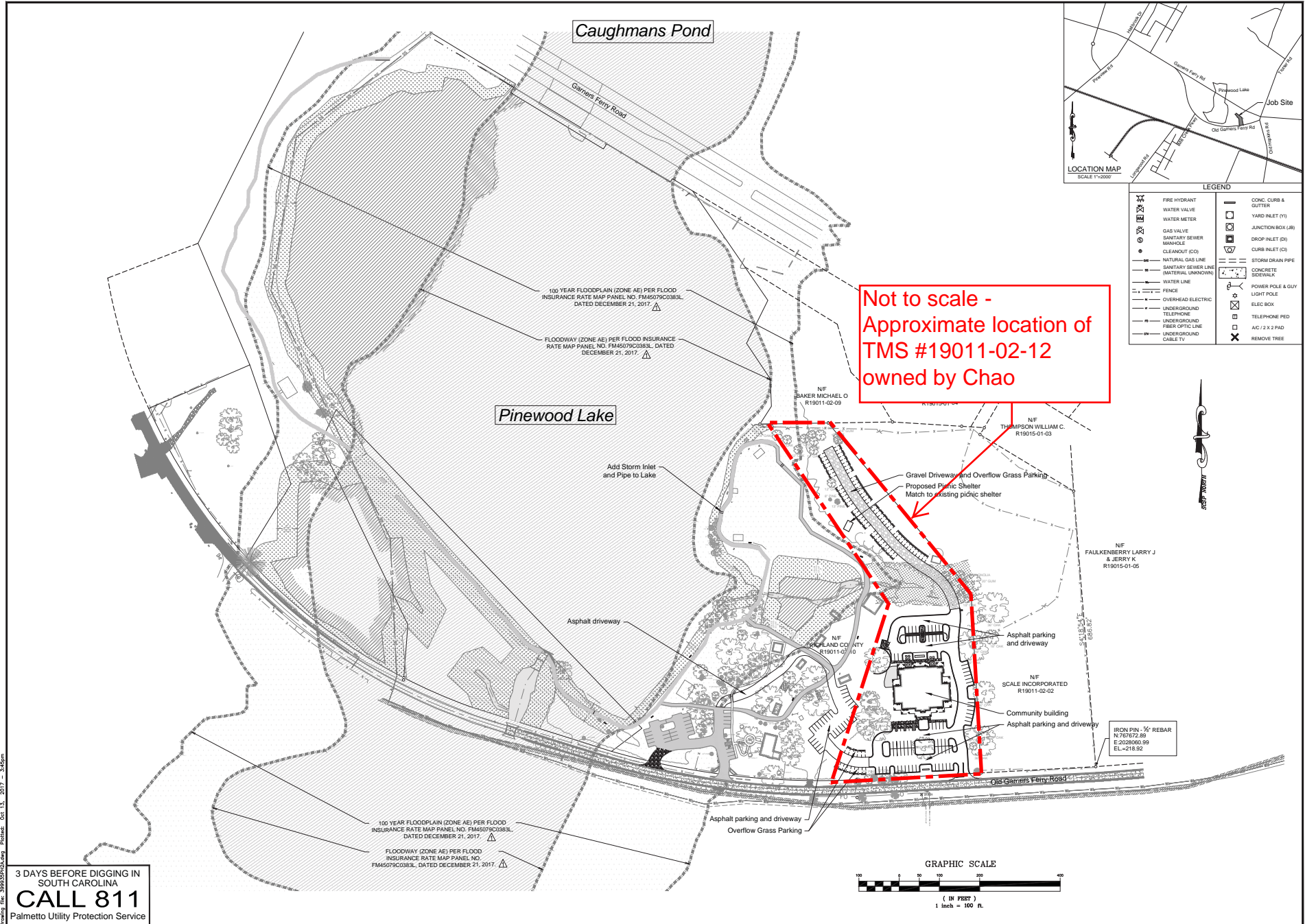
Capital Projects Program Manager
Richland County Administration
2020 Hampton Street
Suite 4058
Post Office Box 192
Columbia, South Carolina 29202
(803) 576-3584 Office
(803) 394-7296 Cell
fosnightc@rcgov.us



From: Gerald Lee [<mailto:GeraldL@chaoinc.com>]
Sent: Wednesday, October 05, 2016 6:01 PM
To: Chad Fosnight; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Chad, attached is the requested schedule. The critical path will be the community building obviously. Let me know if you have any questions.

Gerald A. Lee, PE
GERALDL@CHAOINC.COM



Not to scale -
Approximate location of
TMS #19011-02-12
owned by Chao

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 811
Palmetto Utility Protection Service

THESE DOCUMENTS AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF CHAO & ASSOCIATES, INC. AND MAY NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF CHAO & ASSOCIATES, INC.



Chao & Associates, Inc.
Civil, Structural, Survey
7 Claires Court
Columbia, SC 29210
Voice: (803) 772-8420
Fax: (803) 772-9120
Email: core@chaoinc.com



Overall Improvement Plan
Pinewood Lake Park Phase 2A (CPS)
Prepared For:
Richland County
1151 Old Garners Ferry Road, Columbia, SC

Drawn: HMC
Checked: GAL
Revised: 08/31/2017 Revised per Richland County's comments
F-File: 399535PH2A.dwg Project No.: 399535D

C0.0
Sheet Number
August 11, 2017
Date



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

February 21, 2018

Mr. Jimmy Chao
Chao and Associates, Inc.
7 Clusters Court
Columbia, SC 29210

Dear Mr. Chao:

This letter follows up to my February 20, 2018 correspondence in which I shared my final decision concerning the inappropriate acquisition of TMS No. 19011-02-02 (portion) (now TMS# R19011-02-12) from Scale, Inc. by Chao and Associates using County funds on July 20, 2017. To accommodate the review that resulted in this final decision and in light of your having exceeded the "Notice-to-Proceed" deadline attendant to "Pinewood Lake Phase II" and requested an extension, the County extended the agreement judiciously pending the subject review.

The "acquiring the additional property..." upon which your request for extension was based was without merit since said property acquisition was not a part of the aforementioned "Notice-to-Proceed." Further, the Master Agreement between Richland County and Chao and Associates, Inc. contemplated no such property acquisition. Additionally, the record revealed no proposed "change in scope" to the project authorized via said "Notice-to-Proceed" by an authorizing County official or you. Accordingly, the extension so judiciously given was terminated as having been granted on the basis of a circumstance that was never authorized or possible to consummate.

That Chao and Associates, Inc. invoiced (#3999935D-1) the County \$126,010.00 for the purchase of property not part of the Notice-to-Proceed and/or the project scope was inappropriate and could be objectively adjudged fraudulent in as much as you took said acquisition action as if Chao and Associates was an agent of Richland County authorized to purchase property for Richland County. That the County staff processed the invoice was in error and not authorized pursuant to the Notice-to-Proceed. The purported "minutes" submitted by you to support your acting as the County's agent only affirmed that no staff member authorized you to so act and that the staff member involved did not have authority to direct or grant property acquisition authority to you. To be clear, Chao and Associates, Inc. is not an authorized agent of the County and was not at any time delegated or granted property acquisition authority to act on behalf of Richland County.

During its February 20, 2018 meeting, the aforementioned findings were presented to Richland County Council. Upon the conclusion of its deliberations regarding the findings, Richland County Council directed me to seek reimbursement from Chao and Associates, Inc. in the amount of \$126,010.00 which was used by Chao and Associates, Inc. to effect the acquisition (July 20, 2017) of TMS No. 19011-02-02 (portion) (now TMS #R19011-02-12). This letter transmits Council's directive.

Please make the reimbursement check in the amount of \$126,010 payable to Richland County and include in the memo line that it is for reimbursement for purchasing TMS# R19011-02-12. Please mail said reimbursement check to:

Attn: Gerald Seals, County Administrator
County Administrator's Office
Re: Pinewood Lake Phase II
P. O. Box 192
Columbia, SC 29202

Please note that that until further notice and direction from County Council, the Pinewood Lake Park Project is on hold.

In the Spirit of Excellence,



Gerald Seals
County Administrator

cc: Members of Richland County Council
Larry Smith, County Attorney
Sandra Yúdice, Ph.D., Assistant County Administrator
Janelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting
Carol Kososki, Chair, Richland County Conservation Commission



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

February 20, 2018

Mr. Jimmy Chao
Chao and Associates, Inc.
7 Clusters Court
Columbia, SC 29210

Dear Mr. Chao:

This letter shares my final decision concerning the inappropriate acquisition of TMS No. 19011-02-02 (portion) (now TMS# R19011-02-12) from Scale, Inc. by Chao and Associates using County funds on July 20, 2017. To accommodate the review that results in this final decision and in light of your having exceeded the "Notice-to-Proceed" deadline attendant to "Pinewood Lake Phase II" and requested an extension, the County extended the agreement judiciously pending this subject review.

The "acquiring the additional property..." upon which your request for extension was based is without merit since said property acquisition was not a part of the aforementioned "Notice-to-Proceed." Further, the Master Agreement between Richland County and Chao and Associates, Inc. contemplated no such property acquisition. Additionally, the record reveals no proposed "change in scope" to the project authorized via said "Notice-to-Proceed" by an authorizing County official or you. Accordingly, the extension so judiciously given is hereby terminated as having been granted on the basis of a circumstance that was never authorized or possible to consummate.

That Chao and Associates, Inc. invoiced (#3999935D-1) the County \$126,010.00 for the purchase of property not part of the Notice-to-Proceed and/or the project scope was inappropriate and could be objectively adjudged fraudulent in as much as you took said acquisition action as if Chao and Associates was an agent of Richland County authorized to purchase property for Richland County. That the County staff processed the invoice was in error and not authorized pursuant to the Notice-to-Proceed. The purported "minutes" submitted by you to support your acting as the County's agent only affirmed that no staff member authorized you to so act and that the staff member involved did not have authority to direct or grant property acquisition authority to you.

To be clear, Chao and Associates, Inc. is not an authorized agent of the County and was not at any time delegated or granted property acquisition authority to act on behalf of Richland County. You are hereby advised:

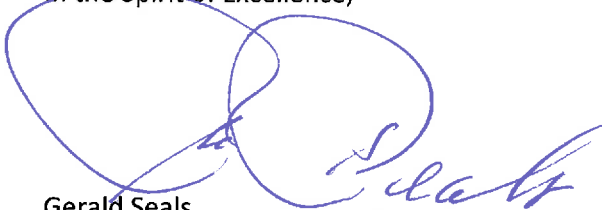
1. Effective immediately, the Master Agreement with Chao and Associates, Inc. is terminated.
2. Effective immediately, the Notice to Proceed with Chao and Associates, Inc. for the Pinewood Lake Phase II Design and Construction Services is hereby rescinded and terminated.
3. Effective immediately, Chao and Associates, Inc. shall cease and desist its prosecution efforts of the Pinewood Lake Project.

4. The County will pay the remaining invoiced amounts, totaling \$86,550.98 minus the \$126,010 of funding "advanced" to Chao and Associates, Inc. to acquire a 4-acre property and titled to Chao and Associates, which equates to (\$39,459.02).¹
5. Chao and Associates, Inc. will remit \$39,459.02 to the County within 90 days (by May 25, 2018) of the date of this letter (February 20, 2018), which represents the difference between \$126,010.00 minus \$86,550.98.
6. Chao and Associates will not be prohibited from submitting proposals for future work with the County.

Accordingly, via this letter, Richland County demands that Chao and Associates, Inc. reimburse Richland County for the \$126,010.00, as outlined in the item 5 above, used by Chao and Associates, Inc. and/or Mr. Jimmy Chao to effect the acquisition (July 20, 2017) of TMS No. 19011-02-02 (portion) (now TMS #R19011-02-12). Please make the reimbursement check payable to Richland County and include in the memo line that it is for reimbursement for purchasing TMS# R19011-02-12. Please mail said reimbursement check to:

Attn: Gerald Seals, County Administrator
County Administrator's Office
Re: Pinewood Lake Phase II
P. O. Box 192
Columbia, SC 29202

In the Spirit of Excellence,



Gerald Seals
County Administrator

cc: Larry Smith, County Attorney
Sandra Yúdice, Ph.D., Assistant County Administrator
Janelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting

¹ Six (6) total invoices have been submitted by Chao and Associates, Inc. for payment totaling \$454,024.38. Only three (3) of the six invoices have been paid totaling \$367,473.40. Unpaid submitted invoices total \$86,550.98.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

May 1, 2018 Regular Session Council Meeting Briefing Document Pinewood Lake Park Foundation (PLPF) release of Hospitality Tax funds.

Agenda Item

Pinewood Lake Park Foundation (PLPF) release of Hospitality Tax funds.

Background

Pinewood Lake Park Foundation has submitted several invoices and receipts to support its hospitality tax payment requests. Staff reviewed and audited invoices and receipts according to Hospitality Tax guidelines as approved by Council. According to the guidelines, these expenditures are not currently eligible for reimbursement. RC Council approved funding for three events involving PLPF; however, many of the expenditures submitted fall outside of Council approved guidelines.

Pursuant to County policy (Section 6. Payments of the Hospitality Tax Grant Agreement Per Richland County Policy Number: 2017-01 Monitoring and Distribution of County Funds to External Agencies) a signed grant agreement is required prior to the release of any funds. The County received a signed grant agreement from the Foundation on April 18, 2018, thus prompting the payment distribution process of up to 75% of the approved grant amount. As a measure of caution, staff held the distribution of the funds pending more definitive information and subsequent notification to County Council for its direction. While there are portions of the submitted documentation that appear to be compliant with County policy, there are a number of expenditures that are not. Further, of the expenditures that upon an initial review appear to be compliant, additional review by staff indicates a less than definitive determination as to its eligibility, e.g., meeting the requirement to adhere to the County's or State's procurement process for organizations receiving more than \$50,000. This action does not countermand Council's funding decision; however, this action does represent caution since staff has concerns regarding the documentation submitted to support the Foundation's payment requests. An undergird of each Council funding decision is not just the distribution of the funds but also authorization to staff to act as the "Council's enforcement functionary," thereby, *assuring and ensuring utilization of public funds is according to policy and taxpayer scrutiny* (emphasis added).

Issue:

- **Procurement Compliance** – Organizations receiving \$50,000 or more in H-Tax funds will be required to follow County Procurement Code when spending County H-Tax funds. There is severe concern by staff of the grantee utilizing the services of one particular vendor for all events, thus, violating open and free market competition and the vendor's extreme and exorbitant pricing.
- Receive Council direction on what staff feels are ineligible costs for reimbursement based upon non-compliance with Council approved Procurement practices as submitted by Pinewood Lake Park Foundation for events which include the Summer Wet and Wild, Halloween Horror Nights, and the Lights at Christmas.
- In addition, staff also wishes to receive direction on costs that are currently may be eligible just to be absolutely certain of Council's approval given the current environment with all the public scrutiny surrounding Pinewood Lake Park and Pinewood Lake Park Foundation.

Fiscal Impact:

- Because of Procurement compliance issues; we potentially have taxpayer funded Hospitality Tax budget dollars being used to pay amounts that are over and above what would normally be charged with open and free market competition.

Past Legislative Action:

- During its July 1, 2014 meeting, Council voted to require agencies receiving \$50,000 and up in Hospitality Tax funds adopt County and State procurement guidelines for Richland County Hospitality Tax spent dollars. Exhibit 1.
- Monitoring and Distribution of County Funds to External Agencies Document. Approved by Council during its April 4, 2017 meeting Effective Date July 1, 2017. Exhibit 2.

Alternatives

1. Move to allow Staff to require more documentation justifying the costs submitted on invoices are in full compliance with the guidelines.
2. Move requiring staff to honor the request for payment of eligible and/or current non-eligible costs provided the PLPF submits additional documentation with justification.
3. Deny Pinewood Lake Park Foundation's request for payment.
4. Authorize the release of up to 75% of the approved grant amount (\$62,250).

Staff Recommendation

Staff does not have recommendation. Therefore, staff requests Council to provide with direction related to the release of hospitality tax funds to the Pinewood Lake Park Foundation.

Proposed by: Richland County Administration.

Pinewood Lake Park Foundation Payment Requests FY 2018 (Revised)

Check Number	Invoice/Receipt No.	Organization/Business	Event	Event Date	Invoiced Amount	Applicable Grant Policy*	Richland County Business License**	In Compliance	Not in Compliance	Notes
	453	Perfect Choice Promotion	Summer Wet and Wild	8/26/2017	\$10,359.34	Section 12	Yes		\$ 10,359.34	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. \$3,500 staging cost for two day event using temporary staff. No cost for 'EMS on site' or food trucks on invoice. \$2,598.98 to design and distribute 3,000 flyers both physically and online via email and social media. Please compare to Invoice 555, where 1500 flyers are designed and distributed physically and via email for \$1801.03 and the social media campaign is an additional \$1,844 charge.
1066	10562	Laugh n' Leap Amusements	Summer Wet and Wild	8/26/2017	\$ 8,780.98		Yes (Need to Renew License)	\$ 500.00	\$ -	Quotes were provided. Invoice totals \$8,780.98. Only 500 deposit requested for reimbursement. Floats considered entertainment expenditure. Invoice includes installation and pickup charges.
	5265887971726010000	Sam's Club	Summer Wet and Wild	8/26/2017	\$ 73.95	Section 3	Yes	\$ 73.95	\$ -	Quotes were provided. Food expenses are covered by the H-tax grant.
	6560830179109900	Staples	Summer Wet and Wild	8/26/2017	\$ 16.05	Section 3	Yes	\$ -	\$ 16.05	2 inch zipper bindings. Purpose unclear. Not compliant if used for decorations/signage.
1069	29065	Lower Richland High School	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 500.00	Sections 3 and 5a	N/A	\$ -	\$ 500.00	Receipt for \$500 donation to Lower Richland High School Drama Club. Expenditure not consistent with budget. Does not address any of the eligible H-tax expenditures.
	483	Perfect Choice Promotion	Halloween Horror Nights	10/28/2017-10/31/2018	\$ 5,292.12	Sections 3, 5b, 12	Yes		\$ 5,292.12	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. \$500 for decoration rental. Decorations are excluded by grant agreement section 5b. Contains 8% (\$392) fee
1074	503	Perfect Choice Promotion	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 9,949.61	Section 3, 5b, and 12	Yes	\$ -	\$ 8,449.61	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. Invoice totals \$9,949.61, but only \$8,449.61 requested for reimbursement. Contains an additional 8% hosting fee (\$737). These fees are 30.5% of total. \$500 for decoration rental. Decorations are excluded by grant agreement section 5b. Contains a \$2,300 planning fee. Event planning is not an approved expenditure for H-Tax grants.
1011	514	Perfect Choice Promotion	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 1,000.00	Section 12	Yes	\$ -	\$ 1,000.00	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017.
1068	541	Perfect Choice Promotion	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 1,000.00	Section 12	Yes	\$ -	\$ 1,500.00	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. Contains an 8%(\$74) hosting/event planning charge. Requested \$1,500 despite invoice being for \$1,000.
		DJ Not Not LLC.	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 2,500.00	Sections 3 and 9	No	\$ -	\$ 1,500.00	Contract unsigned. Entertainment scheduled for November 13-30, which is after the event. Only vendors with a Richland County business license may be used. Only \$1,500 requested.
1073		Amy Pederson	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 1,000.00	Sections 3 and 5b	No	\$ -	\$ 1,000.00	No contract attached.

Check Number	Invoice/Receipt No.	Organization/Business	Event	Event Date	Invoiced Amount	Applicable Grant Policy*	Richland County Business License**	In Compliance	Not in Compliance	Notes
	Signed Statement	Yvonne's Catering	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 500.00	Section 9	No	\$ -	\$ 709.81	Yvonne Simpkins signed a note detailing that she received payment in lieu of a receipt. Food Expenditure. Business located in Aiken, SC. A Richland County business license is required for each vendor to receive H-tax funds as per section 9 of the grant. Grantee requested \$709.81 reimbursal for a \$500 invoice.
2001		Perfect Choice Promotions	Halloween Horror Nights	10/28/2017-10/31/2016	\$ -	Section 6	Yes		\$ 1,000.00	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. Section 6 of the grant agreement states that grantees must submit invoices/quotes before receiving funds.
	830760421076938	UPS	Halloween Horror Nights	10/28/2017-10/31/2017	\$ 59.92	Section 3 and 5b	Yes	\$ -	\$ 54.52	If marketing expenditure, why use Perfect choice to make copies at higher rates? 9 copies on card stock at \$.12 each. 160 copies at \$.34 each. Only \$54.52 of total value requested.
	544	Perfect Choice Promotion	Lights of Christmas	12/11/2017-12/22/2017	\$ 6,739.20	Section 12	Yes	\$ -	\$ 6,739.20	Staff has a concern over procurement process. Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. Invoice includes cost for 3 entertainment expenditures. The invoices for those are not provided. Staging \$2,540 for staging of two day event. Contains an 8% (\$499.20) additional hosting/event planning fee.
2002	555	Perfect Choice Promotion	Lights of Christmas	12/11/2017-12/22/2017	\$ 9,972.88	Section 12	Yes	\$ -	\$ 8,972.88	Vendor got first license on June 20, 2016, shortly before submittal of invoices in FY2017. Marketing and consulting fees total \$2,582.73, 25% of the total expenditure. \$338 for staging.
2022	N/A	N/A	Lights of Christmas	12/11/2017-12/22/2018	N/A	Section 6, 10	No	\$ -	\$ 1,000.00	Check with no invoice. Listed as "Deposit" on expense sheet. Purpose not described by grantee. Deposit is not a valid grant expenditure. Section 6 of the grant agreement states that invoices are needed before payments will be processed. Section 10 states that all grant related expenditures must have sufficient documentation. This includes invoices submitted by the vendor.
	1093	Dynamic Landscape	Lights of Christmas	12/11/2017-12/22/2017	\$ 7,048.00	Sections 3 and 12	Yes	\$ 7,048.00		Vendor got business license on April 8th, 2016. \$1,478 for the rental/installation of Christmas Lights and associated decorations. Charges \$200 daily for maintenance of lights for 20 days for a total of \$4,000. Decorations and maintenance treated as entertainment due to nature of event. \$1,000 to install power supply for lights temporarily as staging expenditure. \$300 to put up rented lights as staging expenditure.
	1095	Dynamic Landscape	Lights of Christmas	12/11/2017-12/22/2017	\$ 4,500.00	Section 3	Yes	\$ 4,500.00	\$ -	Vendor got business license on April 8th, 2016. Tent rental is a staging expenditure.
	904915133	Publix	Lights of Christmas	12/11/2017-12/22/2017	\$ 31.61	Section 3	Yes	\$ 31.61	\$ -	Food expense. Used a debit card to get \$50 in cash back.
	414064090267453000000	Sam's Club	Lights of Christmas	12/11/2017-12/22/2017	\$ 22.36	Section 3	Yes	\$ 22.36	\$ -	Food Expenses are allowed by the H-tax grant. Flyers made for use at event are not a valid H-tax expenditure

Check Number	Invoice/Receipt No.	Organization/Business	Event	Event Date	Invoiced Amount	Applicable Grant Policy*	Richland County Business License**	In Compliance	Not in Compliance	Notes
	820760497987208	UPS	Lights of Christmas	12/11/2017-12/22/2017	\$ 17.22	Section 3	Yes	\$ -	\$ 17.22	Computer use and copies. 45 copies at \$.13 each. 3 at \$.39 each. Computer usage not a valid expenditure. Flyers made for use at event are not a valid H-tax expenditure. Office supplies are not a valid H-tax expenditure.
	830760497031138	UPS	Lights of Christmas	12/11/2017-12/22/2017	\$ 8.83	Section 3	Yes	\$ -	\$ 8.88	Computer use and copies. 51 copies at \$.29 each. Computer usage not a valid expenditure. Flyers made for use at event are not a valid H-tax expenditure. Office supplies are not a valid H-tax expenditure.
	830760497230658	UPS	Lights of Christmas	12/11/2017-12/22/2017	\$ 2.95	Section 3	Yes	\$ -	\$ 2.95	Computer use and copies. 21 copies at \$.13 each. Computer usage not a valid expenditure. Flyers made for use at event are not a valid H-tax expenditure. Office supplies are not a valid H-tax expenditure.
	830760499988488	UPS	Lights of Christmas	12/11/2017-12/22/2017	\$ 7.43	Section 3	Yes	\$ -	\$ 7.43	Computer use and copies. 44 copies at \$.13 each. Computer usage not a valid expenditure. Flyers made for use at event are not a valid H-tax expenditure.
	890760493555258	UPS	Lights of Christmas	12/11/2017-12/22/2017	\$ 21.06	Section 3	Yes	\$ -	\$ 21.01	50 copies at \$.39 each. Flyers made for use at event are not a valid H-tax expenditure. Office supplies are not a valid H-tax expenditure.
			All		\$69,403.51			\$ 12,175.92	\$ 48,151.02	
* Richland County Grant Agreement. Attached. Agreement derived from Richland County Hospitality Tax Guidelines.										
**Business Licenses Verified at Richland County Business Service Center										

MEMORANDUM

On October 18, 2016 Richland County Council (Council) voted to transfer the management and operation of the Pinewood Lake Park (Park) to the Conservation Department effective July 1, 2017. Further clarification from County Administrator Gerald Seals stated, “*The management and operation of the Pinewood Lake property will be absorbed by Richland County Government through the County’s Conservation Department, effective July 1, 2017.*” This was communicated to the Park’s previous management Pinewood Lake Park Foundation (PLPF) via the attached letter from the County Administrator.¹

Attempting to negotiate the arrangement was taxing on RCCC and its staff. In February 2018 Richland County Conservation Commission (RCCC) voted to adopt a Statement of Operations at Pinewood Lake Park. This outline of how the Park is to be operated was forwarded to County Council upon a motion unanimously adopted by RCCC to alert Council to a severing of the relationship between Richland County and PLPF.

RCCC hoped in good faith to continue a relationship with PLPF for volunteer coordination. RCCC, however, felt no clear alternative existed for its motions of March 19th. RCCC reached this position based upon three troubling weaknesses in the operation of the Park.

Difficulty in the Management Relationship

The Administrator’s communication to PLPF emphasized that “*The Conservation Department will work with volunteer and nonprofit organizations such as the Pinewood Lake Foundation to ensure that local community involvement with the property is uninterrupted during this transition.*”² RCCC has found this relationship not suitable for a professionally managed facility adhering to the highest standards of service Richland County taxpayers should expect.

Failure to Execute a Contract RCCC has followed its own standards by insisting PLPF’s use of the Park be governed by a contract outlining the roles and responsibilities of each party. PLPF has not signed the contract nor has it returned comments on how the draft should be changed. RCCC admitted the effort was unsuccessful in its unanimously adopted motion alerting Council that its efforts to negotiate such a contract had failed. This failure effectively severs the relationship between RCCC and PLPF.

No Clear Line of Responsibility Staff communications with PLPF has left troubling confusion over the roles and responsibilities at the Park. The management of the Park suffers from the lack of clear lines of responsibility. PLPF receives directives, authority and suggestions from outside the normal line of management and this creates confusion in achieving the County’s goals for the property. More troubling, RCCC has been unable to install clear lines of inventory control, financial and expenditure standards and risk management at the Park. RCCC has been

¹ See attached memorandum

² See email of October 17, 2016

given responsibility for the Park but the PLPF has not transferred these matters to the County. RCCC cannot allow for this separation to continue in attempting to fulfill its responsibilities to the taxpayers.

No Previous Experience Richland County is new to a type of facility like Pinewood Lake Park. This inexperience has created a situation where RCCC staff has moved to install procedures and policies aimed at successful management of the Park. Its Manual for Management of Conservation Lands outlines how a facility such as the Park will be managed. The current situation is inconsistent with these policies.

Inappropriate Communications from PLPF As the relationship between RCCC and PLPF has deteriorated, RCCC staff has received numerous accusations and inflammatory communications from PLPF. The charges in these communications are vehemently denied and have resulted in an inability to work in a cooperative fashion. RCCC staff is working in the interest of county taxpayers and within legal parameters and will not be subjected to willfully misleading statements aimed to confuse the issue and create division amongst the parties involved. Copies of these communications are available upon request.

Also troubling was PLPF's public statements that a County budget request was falsely submitted by staff. RCCC records and meeting minutes clearly show the budget request as submitted was approved at its regular monthly meeting.³ In addition, despite PLPF's statements to the contrary, a Planning position was placed in the budget with 60% of the employee's time being dedicated to the Park.

Financial irregularities

Before October 2016, RCCC was not involved with the Park, outside of its move to provide \$100,000 from its capital reserve fund for the purchase of the property. Media reports on contracts and spending irregularities left RCCC uncomfortable with the financial management at the Park.⁴ RCCC wanted to ensure strict conformance to county management practices given the bright spotlight on the Park.

In December 2016 RCCC requested an audit of the current management structure and finances and clarification of the ownership and status of the dam in light of the flooding of October 2015.⁵ No response was received and no audit was conducted.

A number of irregularities have occurred in the financial management of the Park:

November 2016 RCCC was alerted to disputed invoices totaling \$85,976.10 dating back to May 2015. RCCC staff met with the County's Grant Manager who detailed difficulties in providing reimbursements to the Foundation because their submittals did not meet the Hospitality Tax (H-Tax) Guidelines.

³ RCCC Meeting Minutes available upon request.

⁴ Collective articles available upon request

⁵ See attached RCCC Audit Memorandum dated December 13, 2016

May 2017 Numerous comments by a member of Council stated that a \$150,000-line item existed in the county budget each year for 5-years for the Park's operation and maintenance. No line item for \$150,000 was discovered in the Richland County Budget or County Council records. This indirect line of authority created a clear disruption in the Park's operations and an unsubstantiated assumption by PLPF of its financial support by the County.

During the budget process, \$75,000 in H-Tax funds were awarded to the RCCC to be passed through to the PLPF for promotional activities. Council Norman Jackson allocated an amount of his discretionary H-tax funds to the PLPF which was unknown to the RCCC⁶. The allocation of these funds was inconsistent with Council, Administration and RCCC goals for the Park and the PLPF relationship.

RCCC authorized a letter requesting the County Administrator charge the H-Tax Grant Manager with administering the \$75,000 in H-Tax funds to PLPF. Administration requested the RCCC "hold off on the letter until we could determine our direction from these efforts" and that was done.⁷

February 2018 RCCC was copied on a letter from Chao & Associates regarding a cease and desist letter they received from the County Administrator for the Pinewood Lake Park – Phase II project.⁸ RCCC approved a Memorandum to Council regarding the damaged dam and recommending reallocating funds from Pinewood Lake Park – Phase II to repair the dam if the current owner, Pinewood Lake Park Foundation, would donate the property to the county.⁹

The instability of the dam and the potential liability from its failure is extremely troubling to RCCC. The dam must be improved and this improvement must take precedence over other capital projects at the Park.

March 2018 An email was directed to the PLPF regarding the County's review and determination of its inability to pay certain invoices as submitted¹⁰. Particularly troubling is an invoice for janitorial services. The invoice is not in keeping with Richland County standards and it runs counter to directions from RCCC to PLPF.

In addition, this invoice runs counter to communication by RCCC staff to PLPF during a meeting on January 30 2018, where it was "made clear" the maintenance, cleaning, long range management, repairs, garbage, utilities and other related day-to-day operations will all be handled exclusively by the county and are not the responsibility of PLPF.

H-Tax reimbursement has been and continues to be an issue with PLPF. This unsatisfactory arrangement continues despite numerous efforts by staff to educate PLPF about what H-Tax funds can and cannot be used for at the Park.

⁶ See attached RCCC Minutes June 2017

⁷ See Email dated October 10, 2017

⁸ See attached Pinewood Lake Letter, Chao & Associates

⁹ See attached RCCC minutes from February 2018

¹⁰ See attached what dated March 13, 2014.

Need to Professionalize Conservation Lands Management

RCCC has a conservation lands inventory approaching 4,000 acres. These sensitive properties offer wonderful resources for the community but are in need of a professional management structure. Over the past several months a committee of RCCC has drafted a Conservation Lands Management Manual. RCCC is committed to managing its properties in a form that emphasizes stewardship, multiuse and sustainable revenue generation.

PLPF's management at the Park was established in an ad hoc fashion and has not followed the principles of stewardship endorsed by the RCCC. With plans being developed for other properties, it is important that the fundamentals of the system be followed to ensure that all conservation lands are managed in a responsible manner. Our plans may at some point allow for a contractual relationship with a non-profit organization. But this relationship needs to be bettered structured, more tightly managed and the potential organization must adhere to the principles of a successful partnership we have endorsed.

RECOMMENDATION: RCCC respects the potential of Pinewood Lake Park to meet a need in the community. We intend to manage the facility to the highest professional standards expected for Richland County facilities and to the stewardship principles RCCC has established for itself. RCCC requests a final decision from Council regarding the management of the facility.



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

Attachment 1

February 15, 2017

Liewendelyn Hart
Executive Director
Pinewood Lake Foundation
144 Trillium Road
Columbia, SC 29229

Dear Ms. Hart:

This letter is to formally notify the Pinewood Lake Foundation (Foundation) of the action taken by Richland County Council related to its Pinewood Lake property management agreement with the County.

On October 18, 2016, County Council voted to transfer the management and operation functions outlined in the aforementioned agreement that are currently performed by the Foundation to the County's Conservation Department, effective July 1, 2017. Thus, the County's contract with the Foundation will not be renewed once it expires on June 30, 2017.

The Conservation Department will work with volunteer and nonprofit organizations such as the Foundation to ensure that local community involvement with the property is uninterrupted during this transition.

Please feel free to contact me or Conservation Department Director Quinton Epps at 803.576.2080 should you have any questions or need additional information.

In the Spirit of Excellence,

Gerald Seals, County Administrator

cc: Larry Smith, County Attorney
cc: Tracy Hegler, Planning and Development Services Director
cc: Quinton Epps, Conservation Department

Enclosure: (1) – Pinewood Lake Property Management Agreement

2020 Hampton Street • P.O. Box 192 • Columbia, SC 29202 • Phone: (803) 576-2050

Fax: (803) 576-2137 • TDD: (803) 748-4999

Quinton Epps

From: Brandon Madden
Sent: Tuesday, October 25, 2016 4:59 PM
To: Quinton Epps
Subject: Fwd: Pinewood Lake Property - Clarification on Staff's Recommendation

Begin forwarded message:

From: Brandon Madden <MaddenB@rcgov.us>
Date: October 20, 2016 at 12:45:37 PM EDT
To: Bill Malinowski <malinowskib@rcgov.us>, Damon Jeter <jeterd@rcgov.us>, Gregory Pearce <PEARCEG@rcgov.us>, Jim Manning <ManningJim@rcgov.us>, Joyce Dickerson <dickersonj@rcgov.us>, Julie-Ann Dixon <DixonJ@rcgov.us>, Norman Jackson <jacksonn@rcgov.us>, Paul Livingston <livingstonp@rcgov.us>, Seth Rose <RoseS@rcgov.us>, Torrey Rush <RushT@rcgov.us>, DALHI MYERS <MYERSD2@rcgov.us>
Cc: GERALD SEALS <SEALSG@rcgov.us>, Beverly Harris <HarrisB@rcgov.us>
Subject: Pinewood Lake Property - Clarification on Staff's Recommendation

Members of Council:

This email is being sent on behalf of the County Administrator.

During Council's discussion of the management of the Pinewood Lake property at its meeting on October 18, 2016, questions arose relative to the operational impact of staff's recommendation for this item. Council, subsequently, approved staff's recommendation to transfer the management and operation of the Pinewood Lake property to the County's Conservation Department.

To provide clarity on the operational impact prompted by Council's approval of staff's recommendation, please note the following points:

- The management and operation of the Pinewood Lake property will be absorbed by Richland County Government through the County's Conservation Department, effective July 1, 2017.
- The Conservation Department will not locate its operations or staff to the Pinewood Lake property, rather its operations and staff will remain housed at the County's Administration complex.
- The budget considerations presented to Council were for informational and awareness purposes, only. County staff will work within the County's annual budget process to address any funding needs relative to the maintenance and operation of the property.
- The Conservation Department will work with volunteer and nonprofit organizations such as the Pinewood Lake Foundation to ensure that local community involvement with the property is uninterrupted during this transition.

As mentioned during the Council meeting on October 18, 2016, one of the roles of staff is to ensure that Council is presented with information that is supportive and facilitates informed

decision making. Any confusion related to staff's recommendation was unintentional. Staff's approach moving forward will be inclusive of providing information to Council that prompts insightful decision making, reduces confusion and mitigates potential trepidations.

Please let me know of any questions or concerns regarding this matter.

Many thanks,

Brandon Madden
Assistant to the County Administrator
Richland County Government
P.O. Box 192
Columbia, SC 29202
Ph: (803) 576-2066
Fax: (803) 576-2137
maddenb@rcgov.us
www.rcgov.us

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2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes October 17, 2016

Attendance:

Members present: Carol Kososki, Charles Weber, Margaret DuBard, Virginia Sanders, Glenice Pearson, and John Grego

Absent: Sam Holland, Jennifer Carter, Becky Bailey, and Jim Thomas

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Dr. Jamelle Ellis, Richland County Sustainability Coordinator
Dr. Bobby Donaldson, USC Historian

Chair, Carol Kososki welcomed everyone and called the meeting to order without a quorum at 3:40 pm. Carol asked Quinton Epps to proceed with his report in lieu of Action Items on the agenda.

Conservation Director's Report

Lower Richland Tourism Plan

The Asakura Robinson team came to Columbia the week of September 26 to meet with stakeholders, the steering committee, and visit the two county-owned properties and the Lower Richland area. Councilwoman Myers organized a tour for the team with 11 community members. She requested a return visit from the consultants before the public meeting on Nov 14 to meet with a pastors group to inform them about the goals of the project and encourage their support. Virginia Sanders will provide Nancy with additional stakeholder names from District 11. Glenice Pearson expressed her concern that the low to moderate income population be incorporated into the plan for developing tourism as an avenue for economic development.

Owens Field

Construction of the infiltration basins is proceeding however a few Rosewood residents are upset over the tree clearing. Staff will attend the next Rosewood Community council meeting to report on the progress of the project and explain the necessity for removing trees to create the infiltration basins that will capture stormwater. EPA visited the project site and was pleased with the results.

Mitigation

Construction is almost complete for the Spring Valley project; the final check list will be finished later in the week. This project was selected by the American Council of Engineering Companies of NC for an Engineering Excellence Award. Engineering staff was on site during the recent inclement weather to

Conserving Richland County's Natural and Historic Legacy

observe how the site was working. The site functioned properly so very few design changes were necessary.

A quorum was reached with the arrival of John Grego.

Once County Council gives their approval, the Mill Creek Mitigation Bank will be able to sell \$408,748 of mitigation credits; proceeds will then be returned to the Transportation Penny Program. Other credits made available to Richland County benefited the Shop Road Extension and China Jushi, thus saving money. Carol requested Quinton update the TPAC Committee on the status/availability of the bank's mitigation credits.

Pinewood Lake Management

County Council directed staff to develop plans to manage conservation properties including Pinewood Lake and requested an enterprise model plan similar to the Township as it relates to operation and maintenance. At the October 4 Council meeting, staff recommended against the enterprise model and proposed the Conservation Department absorb the management of Pinewood Lake; however, action was deferred. A memo to Administration stated the Pinewood facilities are inadequate to house the department's staff; the department will continue to work with the volunteer organization operating there now. An increase in budget and additional staff were requested which will be addressed in the FY18 budget process.

Conservation Land Management Plan

The Conservation Land Management Plan, developed at Council's request, is a means to sustainably manage the county's conservation properties for multi-use purposes. Revenue generated by the properties would be used for their management and enhancement. Volunteer organizations would be created to engage local residents and reduce costs. Two staff positions will be requested for a land manager and volunteer coordinator in the FY18 budget (includes Pinewood Lake management). Glenice requested the volunteer coordinator look for diverse organizations to partner with. A Request for Action will be sent to committee for Council action in November. Charles Weber made a motion to accept/endorse the Conservation Land Management Plan. It was seconded by Virginia and passed unanimously.

Agenda

Glenice made a motion to approve the agenda and was seconded by John. Motion passed.

Approval of Minutes

Glenice made a motion, seconded by Charles, to approve the minutes of September 12, 2016. Motion passed.

Report of the Chair

Carol said several RCCC Members attended Ann Furr's funeral over the weekend. Ann was a valued member of RCCC and will be missed. An encore azalea was sent from the Commission. Glenice made a motion to have a tree planting ceremony in the district of RCCC members who pass away as an acknowledgement of their service. The family would be involved in the site selection. Virginia seconded the motion which carried unanimously.

Treasurer's Report

Virginia referred everyone to the financial report in their packets. Nancy clarified the breakdown for Prior Year Rollover of \$121,977 is comprised of contracts that were continued from FY16 into FY17 and a 25% automatic rollover of unexpended funds. Nancy explained the \$5,400 rollover for the Olympia grant was not approved by Finance. Olympia was unable to spend all of their funds due to a multitude of problems. Nancy asked if RCCC members would be willing to approve taking \$5,400 from the Prior Year Rollover line and transferring it to Lump Sum Appropriations for the Olympia project. Charles made a motion seconded by Margaret DuBard to transfer \$5,400 from Prior Year Rollover to fund the Olympia window restoration. Motion carried. Carol requested an explanation from Finance as to whether RCCC unspent funds are going to the Capital Acquisition Fund.

History Initiative Presentation

Dr. Bobby Donaldson explained he did not fully anticipate the amount of available material to assist RCCC's efforts to document/ chronicle the history of Richland County for the past three centuries. The assessment of published books, archival collections, and newspaper collections proved to be a daunting task due to the sheer volume. Another problem encountered was a great deal of SC antebellum material is housed in Charleston and Duke University in North Carolina; the existence of this material is notated in the draft. The current draft is an historian's overview of known collections around Richland County with recommendations of areas that need further research. Developing a final product that is useable for the lay audience is the goal. Further thought is needed to devise means for people to access this information and to create a document that has longevity.

The research team reviewed previous studies from the last thirty years to see what their sources were and what recommendations were made at that time. An underutilized informational source is oral histories which can be a pathway to identifying historic sites. John Grego questioned Glenice whether she felt RCCC should be more focused on oral histories than historic restorations. Glenice indicated the building projects frequently have a narrow point of view. A broader look at the county's history needs to be developed to create a more inclusive history. How did the county evolve economically, historically, and culturally? Dr. Donaldson questioned RCCC members as to what degree they want to be reactive or proactive in identifying possibilities for future grants. Carol read a mission statement for RCCC and questioned the emphasis on research. Glenice said RCCC may need to revisit the original mission. She also stated that a consulting historian should be available to help RCCC as Ken Driggers is for conservation.

The compilation of comments regarding the draft from RCCC members will be addressed. Dr. Donaldson said he hopes to have all issues resolved by the middle of November and submit the final document. The bibliography will be translated to a spreadsheet. Glenice explained the local history sessions with county residents will need to be postponed and the format reassessed.

The meeting was adjourned at 5:10pm.

Respectfully submitted,

Charlie Fisher, Administrative Assistant



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes January 30, 2017

Attendance:

Members present: Carol Kososki, Jim Thomas, John Grego, Charles Weber, Virginia Sanders, Glenice Pearson, Lee Rambo, Sam Holland, Jennifer Carter, and Becky Bailey.

Absent: Margaret DuBard

Others present:

Quinton Epps, Conservation Division
Nancy Stone-Collum, Conservation Division
Charlie Fisher, Conservation Division
Tracy Hegler, Community Planning & Development
Ken Driggers, Contract Legal Council

Chair, Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm. She explained that Margaret DuBard has been in a bad car accident and has a broken clavicle, ribs, tailbone, and two compressed vertebrae. Nancy will send a card from the Commission.

Approval of Agenda: Charles Weber moved and Jim Thomas seconded the motion to approve the agenda. Motion carried.

Approval of Minutes from November 21: John Grego moved and Jim seconded the motion to approve the minutes as presented. Motion carried.

Carol asked for the Election of Officers to be delayed until the arrival of Becky Bailey, Chair of the Nominating Committee.

Report of the Chair

Carol introduced Tracy Hegler, Director of the newly created Community Planning and Development Department, for an update on the county's reorganization. Third reading is scheduled for next weeks' Council meeting. Tracy explained former department heads will be division managers and continue to supervise and provide the expertise for their area. When questioned, she said there may be a need for one or more assistant department directors. Carol questioned how time sensitive information will be relayed to Council. Administrator Seals is already looking at ways to do long range agenda planning for Council. Tracy is now included in all the Administration meetings so will be better informed about what is of importance to our division. Glenice said she hoped the diversity of the community is in the forefront of the planning – one size does not fit all. Tracy pointed out the budget process is also moving to a two year budget, again an attempt to be more proactive.

Conserving Richland County's Natural and Historic Legacy

Treasurer's Report/FY18 Budget

Virginia Sanders referred everyone to their copy of the treasurer's report. Quinton explained although it looks like a lot of money is unspent in Acquisitions, it is because Administration advised RCCC to take money out of the Fund Balance to avoid the necessity of budget transfers; not all of the projects can be completed this fiscal year. At Tracy's request, Quinton is serving on the Budget Team Group, a time consuming endeavor due to the scope of the budget. Requests from departments total \$225 million for a \$160 million budget.

Election of Officers

Becky Bailey, head of the Nominating Committee, spoke with RCCC members to establish who is willing to continue to serve as an officer. Becky made a motion, seconded by Sam Holland to accept the nominations below by acclamation.

Carol Kososki, Chair

John Grego, Vice-Chair for Conservation

Glenice Pearson, Vice-Chair for Historic

Virginia Sanders, Treasurer

The motion was approved unanimously.

Conservation Director's Report

Pinewood Lake Management

Quinton reported RCCC is scheduled to take over management of Pinewood Lake Park July 1st. A biennial budget has been proposed for one full time and one part time employee. The full time position would also support other county conservation properties. Operating expenses were also requested for Support Services who will provide maintenance for the park.

RCCC members want accountability to be established when the responsibility for the park changes. Questions were raised about Pinewood Lake Foundation (PLF) and what the relationship will be with RCCC. Carol read from a newspaper article that listed PLF as non-compliant with the Hospitality Tax requirements but the issues had been worked out. Glenice asked how RCCC can hold PLF accountable when they, as a non-profit, answer to their Board of Directors. Administration and staff are working to resolve the issues of concern as the transition proceeds.

John sent a Freedom of Information request to DHEC concerning the Pinewood Lake dam. The information showed that DHEC told SCALE Inc. (non-profit owner of the dam) to make improvements and have a dam inspection but they have been non-cooperative for over a year. Various estimates place repair costs between \$300,000 and \$1.8 million. Ken Driggers thought it is probable the county will have to take ownership of the dam in order to fund repairs. Carol requested the Conservation Committee make this a top priority and meet to discuss this matter in detail.

Strategic Planning

Staff recommends RCCC hire a facilitator to update mission/vision statements and develop a long-range/strategic plan for the Commission. The Richland Soil and Water Conservation District (RSWCD) has approved hiring a consultant. The same facilitator would be engaged to work with each group but would also make recommendations on opportunities for synergies to develop between the Commission and the District. Administration wants ten-year plans by November. The estimated cost for the plan would be less than \$5,000 and could be taken from available FY17 funds. Glenice wanted to be sure the historic component of RCCC's mandate be included in any plan developed. Charles made a motion seconded by

Becky to develop a ten year strategic plan for RCCC in conjunction with RSWCD. Motion carried unanimously.

Conservation Committee Report

NE Landfill Letter

Annually John requests information on the NE Landfill through Freedom of Information requests to DHEC and prepares an update for Council. The concerns he raised this year include: increased amounts of industrial process waste, above permitted limits of volatile organic compounds (VOC) in three off-site wells, and explosive gasses at the site's boundary which exceed the limits. He requested additional off-site wells and a reduction in industrial process waste until VOC contamination is resolved. Glenice made a motion seconded by Charles to forward John's letter to DHEC and copy County Council. (Letter on file)

History Initiative

Glenice reported she just received a lengthy revised document from Dr. Bobby Donaldson which is closer to the product RCCC requested. The Historic Committee and RCCC have an obligation to get the information out to county residents. A committee meeting will be scheduled to bring a recommendation back to RCCC on how to involve the county in utilizing this research. Quinton suggested this can be incorporated into the strategic plan and the Lower Richland Tourism project.

Lee Rambo will join the Conservation Committee to complete their committee roster.

Conservation Coordinator's Report

Lower Richland Tourism Plan

Nancy praised Virginia's involvement with the public meetings held by Asakura Robinson. A video from the WLTX news story covering the first of two January public meetings was played. Attendees gave positive feedback and were asked to submit a survey of what they liked, what their concerns were, and what is missing from the recommendations. Glenice voiced her concerns regarding economically deprived people having the opportunity to benefit economically. Nancy explained this issue is addressed in each of the consultant plan's three focus areas where a step up campaign has been created; how to get in on the ground floor with limited funds. Members were encouraged to return the survey forms.

Rosenwald/Pine Grove event

Councilwoman Joyce Dickerson asked for help creating an educational program at the Pine Grove Rosenwald School for Black History month. An event has been developed for Saturday, February 25th with a special dramatization of Julius Rosenwald and Booker T. Washington presented by Richland School District One students. A showing of the Rosenwald documentary is scheduled at Harbison Theatre on the 23rd. Nancy asked RCCC members to finance the cost to cover rental of the theatre and movie, and insurance. Charles made a motion seconded by Sam to fund up to \$1,500 for the project which was approved unanimously. Mrs. Dickerson is using her discretionary funds for advertising and Saturday's expenses.

New/Old Business

Glenice asked about plans for a tree planting for Ann Furr. Nancy will have details at the next meeting.

The meeting was adjourned at 5:03pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes February 27, 2017

Attendance:

Members present: Carol Kososki, John Grego, Virginia Sanders, Glenice Pearson, John Grego, Lee Rambo, and Sam Holland

Absent: Margaret DuBard, Charles Weber, Becky Bailey, Jennifer Carter, and Jim Thomas

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Tracy Hegler, Richland County Planning Director

Chair, Carol Kososki welcomed everyone and called the meeting to order without a quorum at 3:35 pm.

Report of the Chair

Carol reported the second public meeting concerning the Gills Creek Greenway Section A Project held at Dreher High School was heavily attended. The first public meeting was held one year ago and drew lots of opposition to the plan from homeowners in the Hamptons. The revised plan moved placement of the trail to the west side of the creek. City of Columbia will provide policing and maintenance of the greenway. Overall, attendees at this meeting were generally in favor of the plan; however, bogus emails have been sent to generate opposition. A Gills Creek Greenway Comment Sheet is included in everyone's packet and members are encouraged to respond. Comments are due March 9.

Reorganization and Biennial Budget updates

Tracy Hegler, Richland County Planning Director, reported on the Blue Ribbon Committee for Flood Recovery. Hurricane Matthew has opened up additional funding sources for buy outs. Currently 63 FEMA buy outs are proposed. CBDG funding can be used for rehab and refurbishing. Third reading of the ordinance to restructure county departments was deferred to work out details. The biennial budget is moving forward; for FY18 the budget must remain within a 3.5% growth rate. Clarion has been hired to undertake the two-year process of rewriting the zoning ordinance and land development regulations to match the Land Use Plan approved in 2015. Stakeholder meetings will be held March 27-29 with a special one for the conservation community. Virginia Sanders pointed out it will be important to get the Lower Richland Tourism recommendations into the rewrite.

A quorum was achieved at 3:45 with the arrival of Sam Holland and John Grego

Approval of Agenda: John Grego moved and Virginia Sanders seconded the motion to approve the agenda. Motion carried.

Conserving Richland County's Natural and Historic Legacy

Approval of Minutes from January 30, 2017

John moved and Lee Rambo seconded the motion to approve the minutes as presented. Motion carried.

Treasurer's Report

Virginia referred everyone to their copy of the treasurer's report. Carol asked for an explanation for the difference between Conservation and Conservation Commission on the report. The smaller amount for Conservation is for the Richland Soil & Water District and covers salary for Chanda Cooper and partial salaries for Quinton and Charlie. All operating expenses come from the Commission budget.

Conservation Director's Report

Pinewood Lake Management

Quinton reported discussions are ongoing with Administration and the Pinewood Lake Foundation (PLF) to resolve lingering issues before the Conservation Commission takes responsibility July 1st. PLF became the owner of the dam in November 2016 when they accepted transfer of ownership from SCALE Inc. The county has notified PLF it will not work on the dam while it is privately owned. The Director of PLF, Ms. Hart, will have to take up the ownership matter with their board. The question was raised as to what does management control mean? Quinton replied he believes PLF could continue to do events and new county personnel could manage the facility if approved during the budget process. He is working with Administration on the timeline and the transition.

Strategic Planning

Staff had hoped to obtain three quotes from strategic plan facilitators but Procurement says a request for proposals will need to be issued.

Conservation Committee Report

Sentinel Landscape Support

John asked Nancy to report on the Sentinel Landscape Focus Area. Six Sentinel Landscapes have been designated around the country. These are partnerships between military bases, governmental agencies, and non-profits that collaborate to promote natural resource sustainability and the preservation of agricultural and conservation lands uses in areas surrounding military installations. The purpose is to recognize and incentivize landowners to continue maintaining these landscapes in ways that contribute to the nation's defense.

A designation application will be submitted in late March for the five military bases that make up the Midlands Area Joint Installation Consortium, known as MAJIC, and letters of support have been requested. A goal setting session was held earlier in the month but the results have not yet been compiled. The MAJIC boundary will likely be expanded to include the COWASEE focus area. The organizer has suggested letters of support list specific activities, initiatives, or programs the partner will commit. Planning and Conservation staff will discuss what can be brought to the table in addition to general support. A draft letter will be prepared for RCCC to approve at the March 20 meeting.

NE Landfill

Larry Leblang from DHEC called John after the agency received letters from RCCC and Friends of Congaree Swamp about the NE Landfill annual report. John concluded there is more leverage than he would have thought in addressing methane gas exceedances at the boundary. This landfill does not have a buffer that is required now so they could be required to purchase more land or to take stronger remedial measures. John said he felt DHEC was backing away from delineation of the plume. He will continue to follow up and monitor the situation.

History Initiative

Glenice expressed her desire that the strategic plan would develop a specific mission for the historical charge of RCCC. She shared her concerns with how RCCC perceives its role with regards to the county's history. Glenice wants the community more involved, to give feedback on our role and performance. She suggested the ordinance may need to be amended; said RCCC hasn't had a meeting to discuss our role in history; there isn't adequate staff support; and the Commission only pays attention to grants but doesn't connect them with other historical resources.

Sam reported the Historic Committee met with Local History Librarian Debbie Bloom to review Dr. Donaldson's report in the effort to make it more accessible/usable. Ms. Bloom agreed to identify Richland Library resources that were omitted. Nancy explained the report did offer pages of recommendations for research that should be conducted. Listening sessions with various groups were promoted. Sam said RCCC historical grant projects could be added to the inventory website. It is anticipated the facilitator who will help develop the long range strategic plan will be able to determine a direction for the historical mission of RCCC and bring cohesion to the program.

Conservation Coordinator's Report

New and Current Grants

17 Applications were submitted for Historical Grants totaling \$511,954 with \$170,000 available. The total for 10 Conservation Grants is \$128,893 with \$80,000 in available funding. Grant presentations are being scheduled for the middle of March. Both Committees have evaluated and approved grant reallocation of budget items, one from Congaree National Park and one from Historic Columbia.

Rosenwald/Pine Grove events

The movie about Julius Rosenwald was well attended and enhanced by an exhibit of historical photos of African American schoolhouses in Richland County. Becky, Jim and Charles attended. Total RCCC expenses for the movie and theater rental was \$1,280. The highlight of the celebration at Pine Grove was the dramatization of Julius Rosenwald and Booker T. Washington visiting the school. Mrs. Cureton-Cummings, drama teacher at Eau Claire High School, researched and wrote the script which was acted out by her and four students.

Gunrod Gut Easement

The conservation easement is on hold indefinitely due to Councilwoman Myer's concerns with not having a strategic plan for easements in District 10.

Tree Planting

AC Moore Elementary School has located a site where a tree could be planted to honor Ann Furr.

Carol questioned the status of the LR Tourism project. Asakura Robinson, the consultant, is working on their final report which is due in March.

The meeting was adjourned at 5:05pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant

Quinton Epps

From: Quinton Epps
Sent: Tuesday, January 03, 2017 4:58 PM
To: Budget Mailbox
Subject: RE: FY18-19 Richland County Budget Preparations/Conservation Commission (1209451000); CC Pinewood Lake Park Requested Budget (no code - new); Mill Creek and Cabin Branch Tracts Requested Budget (no code -new)
Attachments: 06 Mission Goals Objectives and Performance Measures FY18 (2).doc; 05 Checklist - FY18 and FY19 CD.xls; Conservation CommissionFY20182019.xlsm; CC Mill Creek and Cabin BranchFY20182019.xlsm; CC Pinewood LakeFY20182019.xlsm

Hello all,

Please see attached for the Conservation Commission budget (1209451000). There was an additional funding request in FY2019 (\$2000 in advertising) which did not translate to the Summary Sheet – perhaps because it would not be a new request in FY2019.

Please also see the attached requested budgets for the following as well:

- 1) CC Pinewood Lake Park Requested Budget (attached CC Pinewood LakeFY20182019; no code – new) I was unable to figure out how to add in an additional amount requested by Support Services for landscape maintenance and trash removal - could not find a code for this type of internal activity: The amount requested is \$49,000 annually for the work. Please contact me if you have any questions.
- 2) Mill Creek and Cabin Branch Tracts Requested Budget (CC Mill Creek and Cabin BranchFY20182019; no code - new)

Although these will be different budget codes the Mission, goals, objectives and performance measures for these budgets are included in the attached document for the Conservation Department. A new position is proposed and will be split between these budgets (60% - Pinewood Lake Park and 40% Mill Creek and Cabin Branch Tracts).

Please let me know if you have any questions or comments. Thanks,

Quinton Epps, Director
Richland County Conservation Department
2020 Hampton St, Room 3036A
Columbia, SC 29204
edpsq@rcgov.us
803-576-2082

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From: DONALD WOODWARD
Sent: Friday, November 04, 2016 7:35 PM
To: Quinton Epps; Nancy Stone-Collum

Cc: KAREN MAGSINO; DOMINIC OLMSTEAD
Subject: FW: FY18-19 Richland County Budget Preparations

Hi Quinton and Nancy,

Attached are files to aide you in completing the requested Fy18-19 Budget for your department. Please review these files in sequential order:

1. Fiscal Years 2018 and 2019 Budget Guidance...
2. Budget Calendar FY2018-FY2019...
3. Budget Memorandum FY18
4. Budget Instructions FY18
5. ETC.

ALL INTERNAL DEPARTMENT BUDGET WORKSHEETS ARE DUE TO THE FINANCE OFFICE BY:
JANUARY 3, 2017

Thank you!

Donald Woodward – Richland County – Budget Manager – woodwardd@rcgov.us – 803-576-2095

Department: Conservation Commission

Key	Object	Object Description	FY16	FY16	FY17	One time	Prelim FY18	Directors	Additional	New	Total FY18	Prelim FY19	Directors	Additional	New	Total FY19	Total FY18 and	
			Approved	Actual	Approved	Costs	Base Budget	Reallocated*	Funding Requests	Positions	Requested	Base Budget	Reallocated*	Funding Requests	Positions	Requested	Requested	Requested
											\$216,267	\$216,267				\$0	\$216,267	\$432,534
1209451000	511100	Salaries and Wages	\$188,232	\$120,166	\$216,267	\$0	\$216,267			\$0	\$0	\$0	\$0			\$0	\$0	\$0
1209451000	511600	Longevity Pay	\$0	\$396	\$0	\$0	\$0			\$0	\$0	\$0	\$0			\$0	\$9,124	\$18,248
1209451000	512200	FICA Employer's Share	\$9,124	\$8,893	\$9,124	\$0	\$9,124			\$0	\$0	\$9,124	\$9,124			\$0	\$13,257	\$26,514
1209451000	513100	SC Regular Retirement	\$13,191	\$13,322	\$13,257	\$0	\$13,257			\$0	\$0	\$13,257	\$13,257			\$0	\$20,542	\$41,084
1209451000	513300	Health Insurance Employer's	\$17,800	\$18,192	\$20,542	\$0	\$20,542			\$0	\$0	\$20,542	\$20,542			\$0	\$800	\$1,600
1209451000	513700	Dental Insurance - Employers	\$800	\$685	\$800	\$0	\$800			\$0	\$0	\$800	\$800			\$0	\$174	\$348
1209451000	513800	Life Insurance - Employer	\$174	\$140	\$174	\$0	\$174			\$0	\$0	\$174	\$174			\$0	\$0	\$0
		Personnel	\$229,321	\$161,795	\$260,164	\$0	\$260,164	\$0	\$0	\$0	\$0	\$260,164	\$260,164	\$0	\$0	\$0	\$260,164	\$520,328
1209451000	521000	Office Supplies	\$2,000	\$866	\$2,000	\$0	\$2,000	-\$200	\$0	\$0	\$0	\$1,800	\$2,000	-\$200	\$0	\$0	\$1,800	\$3,600
1209451000	521300	Copy Machines	\$3,000	\$3,000	\$3,000	\$0	\$3,000			\$0	\$0	\$3,000	\$3,000			\$0	\$3,000	\$6,000
1209451000	521400	Membership and Dues	\$1,000	\$550	\$1,000	\$0	\$1,000	-\$100	\$0	\$0	\$0	\$900	\$1,000	-\$100	\$0	\$0	\$900	\$1,800
1209451000	521500	Travel	\$1,500	\$430	\$1,500	\$0	\$1,500	-\$1,000	\$0	\$0	\$0	\$500	\$500	-\$1,000	\$0	\$0	\$500	\$1,000
1209451000	521600	Oil & Lubricants	\$500	\$342	\$500	\$0	\$500			\$0	\$0	\$500	\$500			\$0	\$500	\$1,000
1209451000	521700	Repairs - Vehicles	\$300	\$308	\$1,704	\$0	\$1,704			\$0	\$0	\$1,704	\$1,704			\$0	\$1,704	\$3,408
1209451000	521900	Automotive - NonContract	\$0	\$35	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$35	\$0	\$35	\$0	\$0	\$35	\$70
1209451000	522100	Telephone Service	\$60	\$60	\$60	\$0	\$60	\$15	\$0	\$0	\$0	\$75	\$60	\$15	\$0	\$0	\$75	\$150
1209451000	524200	Food	\$500	\$363	\$500	\$0	\$500	\$250	\$0	\$0	\$0	\$750	\$500	\$250	\$0	\$0	\$750	\$1,500
1209451000	526100	Advertising	\$0	\$0	\$0	\$0	\$0			\$2,000	\$0	\$2,000	\$0			\$0	\$0	\$2,000
1209451000	526200	Beeper/Cell Phones/Pagers	\$900	\$875	\$900	\$0	\$900			\$0	\$0	\$900	\$900			\$0	\$900	\$1,800
1209451000	526400	Employee Training	\$4,000	\$4,805	\$4,000	\$0	\$4,000	\$1,000	\$0	\$0	\$0	\$5,000	\$4,000	\$1,000	\$0	\$0	\$5,000	\$10,000
1209451000	526500	Professional Services	\$204,588	\$244,880	\$203,184	\$0	\$203,184	-\$102,000	\$0	\$0	\$0	\$118,348	\$218,348	-\$102,000	\$0	\$0	\$116,348	\$234,696
		Operating	\$218,348	\$256,514	\$218,348	\$0	\$218,348	-\$102,000	\$2,000	\$0	\$0	\$118,348	\$218,348	-\$102,000	\$0	\$0	\$116,348	\$234,696
1209451000	530100	Acquisition	\$0	\$94,425	\$761,924	\$761,924	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0	\$0	\$200,000	\$300,000
		Capital	\$0	\$94,425	\$761,924	\$761,924	\$0	\$100,000	\$0	\$0	\$0	\$100,000	\$100,000	\$100,000	\$0	\$0	\$200,000	\$300,000
		TOTAL	\$447,669	\$512,735	\$1,240,436	\$761,924	\$478,512	-\$2,000	\$2,000	\$0	\$478,512	\$578,512	-\$2,000	\$0	\$0	\$576,512	\$1,055,024	

*Director's Reallocated column must be equal to or less than zero.

Department: CC Mill Creek and Cabin Branch Tracts

Key	Object	Object Description	FY16 Approved	FY16 Actual	FY17 Approved	One time Costs	Prelim FY18 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY18 Requested	Prelim FY19 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY19 Requested	Total FY18 and FY19 Requested
1209451000	511100	Salaries and Wages							\$15,800		\$15,800				\$15,800	\$15,800	\$31,600
1209451000	512200	FICA Employer's Share							\$0	\$1,209	\$1,209			\$0	\$1,209	\$1,209	\$2,417
1209451000	513100	SC Regular Retirement								\$1,826	\$1,826				\$1,826	\$1,826	\$3,653
		Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,835	\$18,835	\$0	\$0	\$0	\$18,835	\$18,835	\$37,670
1209451000	521900	Automotive - NonContract	\$0	\$35	\$0	\$0	\$0		\$0	\$0	\$0			\$0	\$0	\$0	\$0
1209451000	522000	Electricity	\$0	\$0	\$0	\$0	\$0		\$3,200	\$0	\$3,200			\$3,200	\$0	\$3,200	\$6,400
1209451000	522400	Repairs to Installed Equip	\$0	\$0	\$0	\$0	\$0		\$2,500	\$0	\$2,500			\$2,500	\$0	\$2,500	\$5,000
1209451000	522600	Service Contracts	\$0	\$0	\$0	\$0	\$0		\$500	\$0	\$500			\$500	\$0	\$500	\$1,000
1209451000	522700	Repairs - Equipment	\$0	\$0	\$0	\$0	\$0		\$800	\$0	\$800			\$800	\$0	\$800	\$1,600
1209451000	522800	Building Maintenance	\$0	\$0	\$0	\$0	\$0		\$1,500	\$0	\$1,500			\$1,500	\$0	\$1,500	\$3,000
1209451000	523100	Hand Tools and Sets	\$0	\$0	\$0	\$0	\$0		\$0	\$100	\$100			\$0	\$100	\$100	\$200
1209451000	523300	Roads & Building Supplies	\$0	\$0	\$0	\$0	\$0		\$5,000	\$0	\$5,000			\$5,000	\$0	\$5,000	\$10,000
1209451000	524100	Uniforms and Equipment	\$0	\$0	\$0	\$0	\$0		\$0	\$350	\$350			\$0	\$350	\$350	\$700
1209451000	524400	Janitorial Supplies	\$0	\$0	\$0	\$0	\$0		\$0	\$100	\$100			\$0	\$100	\$100	\$200
1209451000	526200	Beeper/Cell Phones/Pagers	\$0	\$0	\$0	\$0	\$0		\$0	\$900	\$900			\$0	\$900	\$900	\$1,800
		Operating	\$0	\$35	\$0	\$0	\$0	\$0	\$13,500	\$1,450	\$14,950	\$0	\$0	\$13,500	\$1,450	\$14,950	\$29,900
		TOTAL	\$0	\$35	\$0	\$0	\$0	\$0	\$13,500	\$20,285	\$33,785	\$0	\$0	\$13,500	\$20,285	\$33,785	\$67,570

*Director's Reallocated column must be equal to or less than zero.

Department: CC Pinewood Lake Park

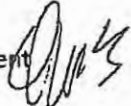
Key	Object	Object Description	FY16 Approved	FY16 Actual	FY17 Approved	One time Costs	Prelim FY18 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY18 Requested	Prelim FY19 Base Budget	Directors Reallocated*	Additional Funding Requests	New Positions	Total FY19 Requested	Total FY18 and FY19 Requested
	511100	Salaries and Wages								\$23,700	\$23,700	\$0			\$23,700	\$23,700	\$47,400
1209451000	511300	RC Part-time Wages							\$8,500		\$8,500	\$0		\$8,500		\$8,500	\$17,000
	512200	FICA Employer's Share							\$650	\$1,813	\$2,463	\$0		\$650	\$1,813	\$2,463	\$4,927
	513100	SC Regular Retirement								\$2,740	\$2,740	\$0			\$2,740	\$2,740	\$5,479
		Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$9,150	\$28,253	\$37,403	\$0	\$0	\$9,150	\$28,253	\$37,403	\$74,806
	522000	Electricity							\$20,700	\$0	\$20,700	\$0		\$20,700	\$0	\$20,700	\$41,400
	522200	Water & Sewer Service	\$0	\$0	\$0	\$0	\$0		\$1,200	\$0	\$1,200	\$0		\$1,200	\$0	\$1,200	\$2,400
	522400	Repairs to Installed Equip	\$0	\$0	\$0	\$0	\$0		\$3,000	\$0	\$3,000	\$0		\$3,000	\$0	\$3,000	\$6,000
	522600	Service Contracts	\$0	\$0	\$0	\$0	\$0		\$2,600	\$0	\$2,600	\$0		\$2,600	\$0	\$2,600	\$5,200
	522800	Building Maintenance	\$0	\$0	\$0	\$0	\$0		\$5,000	\$0	\$5,000	\$0		\$5,000	\$0	\$5,000	\$10,000
	523100	Hand Tools and Sets	\$0	\$0	\$0	\$0	\$0		\$100	\$0	\$100	\$0		\$100	\$0	\$100	\$200
	524100	Uniforms and Equipment	\$0	\$0	\$0	\$0	\$0		\$0	\$350	\$350	\$0		\$0	\$350	\$350	\$700
		Operating	\$0	\$0	\$0	\$0	\$0	\$0	\$32,600	\$350	\$32,950	\$0	\$0	\$32,600	\$350	\$32,950	\$65,900
	529502	Computer Hardware	\$0	\$0	\$0	\$0	\$0		\$0	\$1,500	\$1,500	\$1,500		\$0	\$0	\$1,500	\$3,000
		Capital	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$1,500	\$1,500	\$0	\$0	\$0	\$1,500	\$3,000
1209451000	542100	Data Lines	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
1209451000	542600	Computer Equipment Maintenanc	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
1209451000	542700	Computer Equipment Repair	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
1209451000	546300	Rent or Lease Payments	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
1209451000	547100	Program Maintenance & Licens	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0
		Data Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$41,750	\$30,103	\$71,853	\$1,500	\$0	\$41,750	\$28,603	\$71,853	\$143,706

*Director's Reallocated column must be equal to or less than zero.



Richland County Conservation Department

2020 Hampton Street, Rm. 3063A
Columbia, South Carolina 29204

To: Gerald Seals, County Administrator
From: Quinton Epps, Conservation Department 
Date: December 13, 2016
Re: Richland County Conservation Commission request (RCCC)

Please see the attached letter from the RCCC. Per our discussion today, RCCC would be honored for you to discuss this request at our next meeting or at your earliest convenience.

Thank you for your time and consideration.

*Conserving Richland County's Natural & Historic Legacy
Richland County Conservation Commission & Richland Soil & Water Conservation District*



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083

December 13, 2016

Mr. Gerald Seals
Richland County Administrator
2020 Hampton St.
Columbia, SC 20204

RE: Pinewood Lake Park Audit and dam evaluation request

Dear Mr. Seals:

The Richland County Conservation Commission (RCCC) is looking forward to the opportunity to manage the operations of the Pinewood Lake Park. The facility has great potential to promote outdoor, nature-based recreation and educate the public on the benefits of conservation lands.

We are concerned perceptions created by recent press reports may limit the Pinewood Lake facility's effectiveness going forward. It is unclear how some of the operations at the facility were developed and are implemented. The RCCC wants to ensure future operations are done within the County's established procedures; therefore, RCCC requests an audit of the current management structure and finances.

Additionally, RCCC requests clarification on ownership of the dam and an updated evaluation of the existing dam be conducted in light of the 2015 flood and Hurricane Matthew. Both the audit and the dam evaluation will assist in developing future budget needs and identify needed changes in Pinewood Lake Park operations. We think this will allow RCCC through the Conservation Department to begin its management of the facility in a positive light.

Please let me know if you need any additional information from me to proceed. We appreciate your willingness to assist us in our mission and this new endeavor.

Yours truly,

Carol Kososki, Chair
Richland County Conservation Commission

Conserving Richland County's Natural and Historic Legacy



2020 Hampton Street - Room 3063A
P.O. Box 192 - Columbia, SC 29202
(803) 576-2083

Minutes June 19, 2017

Attendance:

Members present: Carol Kososki, Charles Weber, Virginia Sanders, Lee Rambo, John Grego, Margaret DuBard, Jennifer Carter, Sam Holland, and Becky Bailey via telephone

Absent: Jim Thomas, Glenice Pearson

Others present:

Quinton Epps, Conservation Department
Nancy Stone-Collum, Conservation Department
Charlie Fisher, Conservation Department
Ken Driggers, Contract Legal Counsel

Chair, Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm.

Approval of Agenda and Minutes

John Grego made a motion to approve both the agenda and the May 15th minutes. Sam Holland seconded the motion. Motion carried

Report of the Chair

Carol thanked RCCC members and staff who participated in the budget process by attending work sessions and the 2nd and 3rd readings of the FY18 budget. Administration approved \$143,988 for one position and operation and maintenance at Pinewood Lake Park and other conservation properties but funded it with the Commission's 1/2 mil. This creates a shortfall for acquisition and professional services, restricting RCCC programs in FY18. Councilman Chip Jackson made a motion on May 30th during 2nd reading to use \$143,988 from the General Fund for Pinewood Lake Park which passed.

Under second reading for grants on May 25th, Councilman Norman Jackson moved to allocate \$150,000 from Hospitality tax to Pinewood Lake Foundation (PLF). Councilman Seth Rose made a substitute motion to give RCCC \$75,000 from H-tax which passed. Mr. N. Jackson was not pleased and said he felt he had been misled by RCCC. As a result of his concerns, Councilwoman Myers moved that the \$75,000 in H-tax funds going to RCCC should be passed through to PLF for promotional activities, which was approved.

In between second and third reading Mr. N. Jackson requested a total budget for the park; County Administrator Gerald Seals said it should come from RCCC members, not staff. A conference call was held on June 5 and a revised budget for Pinewood Lake Park was approved with an increase of \$88,334 for more personnel and operating expenses. Mr. Seals forwarded it to Council but nothing was mentioned at third reading about the revised budget. Mr. N. Jackson allocated an unknown amount of his discretionary H-tax funds to Pinewood Lake Foundation. A request has been made to the Clerk of Council to review the meeting's minutes to determine how much PLF will receive in H-tax funds. Carol expressed her belief that RCCC should not sign any agreement/contract with the Foundation, rather that should be left to the H-tax grant manager.

Charles Weber made a motion seconded by John to move into Executive Session to discuss the contract.

Charles made a motion seconded by Margaret DuBard to come out of Executive Session. Members received legal advice; no actions were taken in Executive Session.

John made a motion to send a letter from Carol requesting the County Administrator charge the Hospitality Tax Grant Manager with administering the \$75,000 RCCC funds. Charles seconded the motion which was unanimously approved.

Treasurer's Report

Virginia Sanders referred everyone to their copies of the financial report. Nancy reported Ted Hopkins asked if his final easement payment (\$41,833 due October 2017) for the Pincushion property could be made early. An invoice has been processed to Accounts Payable to accommodate his request.

Conservation Manager's Report

Pinewood Lake Park

Quinton stated he and Virginia plan to meet with Ms. Hart soon to clarify RCCC's role and efforts to enhance the park. Sam asked about the dam ownership but Pinewood Lake Foundation has not requested the county to accept a transfer of ownership.

Strategic Plan

The RFP evaluation team selected CC. Bozard to create the long range strategic plan for RCCC. The contract is being reviewed by the Legal Department. Richland Soil and Water Conservation District has also approved the Bozard proposal so both entities will benefit from having the same consultant.

Conservation Committee Report

John referred members to the draft Conservation Easement Strategic Plan which received input from committee members and staff. The intent of the plan is to identify priority watersheds in the county using criteria established by the Green Infrastructure plan. Six priority areas were selected; parcels will be identified and interested landowners will be contacted in each area

over time. John moved, seconded by Charles to approve the plan which was approved unanimously. John made a second motion to approve Sandy Branch as the first priority watershed. Charles seconded the motion which also carried unanimously.

The Hopkins Magistrate is interested in building new offices and a court on a county-owned tract that is part of the Cabin Branch property. Although the Conservation Committee was concerned this would set a poor precedent for conservation property management, it was recognized that this is a logical place and should only take up a few acres of the tract. Zoning would need to be changed. John advised sharing the Lower Richland Tourism Plan with the interested parties to make them aware of the opportunities in this location. Quinton will talk with the Judge at tomorrow's council meeting to further gauge their interest.

Conservation Coordinator's Report

Lower Richland Tourism Plan

The Asakura Robinson's Lower Richland Tourism Plan draft final report has been received. Nancy referred members to their copy of the report to take home and study. Recommendations are broken down into three major capital projects. The plan illustrates how to connect hubs, gateways, corridors, and points of interest. A meeting will be scheduled with councilmembers Norman Jackson and Dalhi Myers to discuss the recommendations, followed by a video conference for Commission and steering committee members to discuss and give feedback. Once the document is finalized there will be a public release of the report.

Grant Updates

Final reports have been submitted with the exception of the Blythewood Historical Society who have their final grant related event this week. RCCC members are invited to tour the Blythewood grant projects on Thursday, June 22 to view the restored corn crib and the new bee course at Camp Discovery and see the quilt exhibit at the Blythewood Historical Society. The grand opening of Owens Field is scheduled for Saturday, July 15.

The meeting was adjourned at 5:10pm.

Respectfully submitted,

Charlie Fisher, Administrative Assistant

Quinton Epps

From: Quinton Epps
Sent: Tuesday, October 10, 2017 1:52 PM
To: Tracy Hegler
Subject: follow-up to our meeting - RCCC H-tax motion
Attachments: RCCC Minutes 19 June 2017 H-tax.pdf

Tracy,

See attached motion. Since we were working towards getting this completed through our administrative channels, I have asked Carol if she would hold off on the letter until we could determine our direction from these efforts. Let me know if you need any additional info and thanks,

Quinton Epps, Manager
Richland County Conservation Division
2020 Hampton St, Room 3036A
Columbia, SC 29204
edpsq@rcgov.us
803-576-2082

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RICHLAND COUNTY
Conservation Commission

2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

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March 1, 2018

Mr. Gerald Seals
County Administrator
Richland County
P.O. Box 192
Columbia, SC 29202

RE: Pinewood Lake Cease and Desist Letter on Feb. 20, 2018 and Feb 21, 2018

Dear Mr. Seals:

Chao and Associates acknowledges receiving your letters dated February 20 and February 21, 2018. Based on the February 21 letter, I understand that the Pinewood Lake Park Project is on hold. However, the February 20 letter indicates that Chao and Associates' Master Agreement and this Project have been terminated. At this point, I am not clear on the County's intentions.

As always, we want to work with the County to do what is best for the County in accordance with our contract; however, your letters contain several misunderstandings, discrepancies and statements that are unclear. The purpose of this letter is to offer clarification and request further discussion.

As a respected firm within this industry and community, please note that at no time has Chao and Associates acted inappropriately or outside the scope of its duties on this project. We take our work and reputation seriously and always strive to act in a manner that is beyond reproach. In this case, I believe we have not fallen short of that goal.

I am hopeful that we can resolve this matter and restore a positive relationship that does not have to end in termination of our Master Agreement and the Project.

It is important that you and all members of Council understand the history of this project. Please allow me to outline the history in an accurate and orderly manner.

April 2015

Chao submitted the Phase II Preliminary Cost Estimate, "with each component separately itemized" as required by the Master Agreement. The cost of the land acquisition was itemized on the cost estimate, along with other itemizations.

May 29, 2015

We submitted a revised Cost Estimate, (attachment 1) which is the basis for the Phase II project (attachment 2). The same line item for land acquisition was included.

September 30, 2016

We received the Notice-To-Proceed to construct Phase II Pinewood Lake as a design-build project. Even though the Purchase Order was not issued at that time, Chao and Associates



began work immediately because the project had to be completed in 15 months. Please note that the Community Building was the critical path of the project and the design and construction of the building could not be started until the land was purchased.

October 10, 2016

We sent our first email to Chad Fosnight, the County Project Manager. We addressed the need to acquire the property timely to facilitate the design/construction of the community building. He acknowledged that the land needed to be purchased but he seemed uncertain about how to handle that requirement and would seek further guidance (attachment 3). From that day, we repeatedly communicated with the County asking for direction on the land purchase. Despite no official direction being given, Mr. Fosnight provided names of acceptable appraisers. With this information, we proceeded with having the property appraised.

February 24, 2017

After a 5-month delay, the Purchase Order was issued. At that time, the property had been appraised and Chao was preparing for the purchase of the property. The only information needed was how the County wanted to handle the purchase.

March 8, 2017

We emailed Chad Fosnight about the property appraisal and indicated that we could request funds from the County to purchase the property. We received no objection to this.

March 20, 2017

We submitted an invoice for the land acquisition. The invoice clearly indicated that the billing was for the land purchase. No questions were raised by the County.

April 11, 2017

The invoice was paid.

June 19, 2017

Even though we had continued communication on the process to purchase the land, a definitive decision about the process was never relayed to us in writing. On June 19, we received verbal authorization from Chad Fosnight to proceed with the land purchase.

June 20, 2017

We proceeded with the purchase of the land, with the funds that the County previously remitted to us.

From then on, Chao continued performing architectural and engineering services. We submitted invoices 1 through 6 (revised), which is dated February 14, 2018.

We hope our summary, breakdown by date, and attached documents show that:

- a) the County was aware of the land acquisition since the inception. The land purchase and payment to Chao was discussed with the County for over 10 months and was not an error;
- b) Chao did not act unilaterally or recklessly in purchasing the land. In addition, Chao never claimed to be the Agent of the County. We simply acted according to the turn-key design-builder's responsibility to complete the project in accordance with our contract; and
- c) the contract extension was discussed and agreed to by County staff. The delays on the project occurred through no fault of Chao's; therefore, the extension was proper.



The land acquisition was an integral part of delivering this project since it was on the critical path for the design and construction of the Community Building. The design of the Community Building was being developed as the land acquisition issue was being discussed however the actual site adaptation could not proceed without the land and therefore delayed the completion of the construction documents, permitting and of course the actual construction of the building.

Invoices

Your letters indicate that Chao is owed \$86,550.98. Our records indicate that Chao is owed \$276,682.04. The invoices submitted are as follows:

Invoice 1- 3/20/17- \$186,375.85
Invoice 2- 4/17/17- \$28,170.73
Invoice 3- 6/19/17- \$152,926.82
Invoice 4- 7/14/17- \$20,121.95
Invoice 5- 9/28/17- \$34,233.91
Invoice 6 (revised) 2/14/18 \$222,326.18

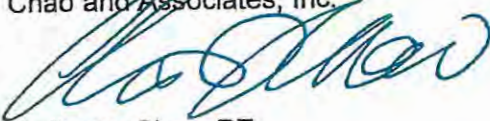
Total Billed - \$644,155.44
Less Payments received- \$367,473.40
Total due- \$276,682.04

We understand that the County may continue with putting this project on hold or even terminating it. If either decision is made, it is our desire to convey the property to the County. However, we are willing to credit the County \$126,010.00 for the property now and have the County pay for the property when the Community building is constructed. With the credit for the property, Chao is owed \$150,672.04 for services rendered on the project.

We are open to discussing these options and any other reasonable resolution to bring this matter to an amicable close that preserves both organizations.

Allow me to conclude by stating that Chao and Associates has been providing Engineering Services for the County for over 20 years. We have enjoyed the professional relationship and would like to do whatever we can to maintain it. Please review the information provided and we will be happy to supplement any information you may need. We are looking forward to hearing from you.

Sincerely,
Chao and Associates, Inc.

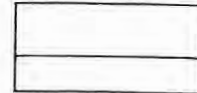


C. Jimmy Chao, PE
President

- cc. Members of Richland County Council
Larry Smith, County Attorney
Sandra Yudice, Ph.D., Assistant County Administrator
Janelle Ellis, Ph.D., Director, Community and Government Services
Tracy Hegler, Director, Planning and Community Development
Jennifer Wladischkin, Manager, Office of Procurement and Contracting
Carol Kososki, Chair, Richland County Conservation Commission
Bob Fuller, Esquire.



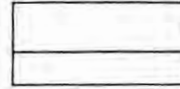
Pinewood Lake Park Phase II



Date: May 29, 2015

Description	Est. Qty	Unit	Unit Cost	Total
Docks and Trails				
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000
Community Pier	1	ea	\$235,000	\$235,000
Docks	2	ea	\$47,000	\$94,000
New Asphalt Trails	960	lf	\$53	\$50,880
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320
Concrete Sidewalks	620	lf	\$59	\$36,580
Pave Gravel Parking Area	1354	sy	\$14	\$18,956
Total Pond and Trails				\$1,357,736
Existing Structures				
Repurpose Existing House	1	ls	\$117,500	\$117,500
Historical/Educational Allowance	1	ls	\$141,000	\$141,000
Furniture Allowance	1	ls	\$110,000	\$110,000
Existing Auxilliary Buildings Repairs	4263	sf	\$65	\$277,095
Total Exist Structures				\$645,595
New Structures				
Picnic Shelters	3	ea	\$58,750	\$176,250
Fish Cleaning Stations	2	ea	\$5,875	\$11,750
Amphitheater	1	ea	\$235,000	\$235,000
Restroom Buildings	2	ea	\$75,000	\$150,000
Community Building Multipurpose	12000	sf	\$176	\$2,112,000
Total New Structures				\$2,685,000
Perimeter and Vehicular Access				
Install Misc Site Lighting	1	ls	\$58,750	\$58,750
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200
Playground Equipment	1	ls	\$35,250	\$35,250
Ent/Parking/Drive Community& Theatre	1	ls	\$211,500	\$211,500
Land Acquisition	4	ac	\$35,250	\$141,000
Total P&VA				\$537,700
Miscellaneous				
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938
Benches/Tables	10	ea	\$588	\$5,880
Total Miscellaneous				\$296,693
Subtotal				\$5,522,724
A & E Fees (11%)				\$607,500
Construciton Manage/Profit (12%)				\$662,727
Grand Total				\$6,792,951

Pinewood Lake Park
Phase II Final



Date: Oct 7, 2016

Description	Est. Qty	Unit	Unit Cost	Total	Pro Rated (.6625)
Docks and Trails					
Boardwalk (lake crossing)	1200	lf	\$705	\$846,000	\$ 560,433.90
Community Pier	1	ea	\$235,000	\$235,000	\$ 155,676.08
Docks	2	ea	\$47,000	\$94,000	\$ 62,270.43
New Asphalt Trails	960	lf	\$53	\$50,880	\$ 33,705.53
Pave Gravel Trails from Phase 1	1440	lf	\$53	\$76,320	\$ 50,558.29
Concrete Sidewalks	620	lf	\$59	\$36,580	\$ 24,232.47
Pave Gravel Parking Area	1354	sy	\$14	\$18,956	\$ 12,557.43
Total Pond and Trails				\$1,357,736	\$ 899,434.13
Existing Structures					
Repurpose Existing House	1	ls	\$117,500	\$117,500	\$ 77,838.04
Historical/Educational Allowance	1	ls	\$141,000	\$141,000	\$ 93,405.65
Furniture Allowance	1	ls	\$110,000	\$110,000	\$ 72,869.66
Existing Auxiliary Buildings Repairs	4263	sf	\$65	\$277,095	\$ 183,561.97
Total Exist Structures				\$645,595	\$ 427,675.32
New Structures					
Picnic Shelters	3	ea	\$58,750	\$176,250	\$ 116,757.06
Fish Cleaning Stations	2	ea	\$5,875	\$11,750	\$ 7,783.80
Amphitheater	1	ea	\$235,000	\$235,000	\$ 155,676.08
Restroom Buildings	2	ea	\$75,000	\$150,000	\$ 99,367.71
Community Building Multipurpose	12000	sf	\$176	\$2,112,000	\$ 1,399,097.39
Total New Structures				\$2,685,000	\$ 1,778,682.05
Perimeter and Vehicular Access					
Install Misc Site Lighting	1	ls	\$58,750	\$58,750	\$ 38,919.02
New Perimeter Fencing/Repairs	2850	lf	\$32	\$91,200	\$ 60,415.57
Playground Equipment	1	ls	\$35,250	\$35,250	\$ 23,351.41
Ent/Parking/Drive Community & Theatre	1	ls	\$211,500	\$211,500	\$ 140,108.47
Land Acquisition	4	ac	\$35,250	\$141,000	\$ 93,405.65
Total P&VA				\$537,700	\$ 356,200.13
Miscellaneous					
Arborist/Landscape/Garden Tree assmt.	1	ls	\$146,875	\$146,875	\$ 97,297.55
Irrigation/Water Main and Tap fee	1	ls	\$143,938	\$143,938	\$ 95,351.93
Benches/Tables	10	ea	\$588	\$5,880	\$ 3,895.21
Total Miscellaneous				\$296,693	\$ 196,544.70
Subtotal				\$5,522,724	\$ 3,658,536
A & E Fees				\$607,500	\$ 402,439
Construciton Manage/Profit				\$662,727	\$ 439,024
Grand Total				\$6,792,951	\$ 4,500,000

Gerald Lee

From: Chad Fosnight <FosnightC@rcgov.us>
Sent: Monday, October 10, 2016 11:32 AM
To: Gerald Lee; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Gerald,

I'm fine with this schedule. Let's keep the schedule though as the executed NTP states a completion date of 12/31/17. We need to discuss how we are handling the land acquisition and the temporary bridge, particularly as it relates to responsibilities. In your role as the Design/Builder, are you taking the lead in these discussions? I see both of these as being some of the biggest hurdles on the schedule. Let's work through lines of responsibility early so that there are no misunderstandings later.

Please keep me updated on all progress and include me on all meeting invitations as I will be providing regular updates to the County Administrator on this project.

Respectfully,

Chad D. Fosnight

Capital Projects Program Manager
Richland County Administration
2020 Hampton Street
Suite 4058
Post Office Box 192
Columbia, South Carolina 29202
(803) 576-3584 Office
(803) 394-7296 Cell
fosnightc@rcgov.us



From: Gerald Lee [<mailto:GeraldL@chaoinc.com>]
Sent: Wednesday, October 05, 2016 6:01 PM
To: Chad Fosnight; Jimmy Chao
Cc: Norman Jackson
Subject: RE: Phase II NTP

Chad, attached is the requested schedule. The critical path will be the community building obviously. Let me know if you have any questions.

Gerald A. Lee, PE
GERALDL@CHAOINC.COM



2020 Hampton Street • Room 3063A
P.O. Box 192 • Columbia, SC 29202
(803) 576-2083

Minutes February 25, 2018

Attendance:

Members present: Carol Kososki, Charles Weber, John Grego, Virginia Sanders, Jim Thomas, Sam Holland, Margaret DuBard, and Glenice Pearson via telephone

Absent: Jennifer Carter, Lee Rambo
District 7 Vacant

Others present:

Quinton Epps, Conservation Division
Nancy Stone-Collum, Conservation Division
Charlie Fisher, Conservation Division
Ken Driggers, Legal Counsel
Tracy Hegler, Community Planning & Development Department
Meghan Sullivan, Community Planning & Development Department
Colleen Bozard, CC Bozard Consulting
Anne Sinclair, CC Bozard Consulting

Chair Carol Kososki welcomed everyone and called the meeting to order at 3:35 pm without a quorum.

Report of the Chair

Carol passed around a *Columbia Star* news article that began with County Council's proclamation honoring Becky Bailey for 19 years of dedication and service to RCCC. John Grego mentioned the policy of planting a tree in Becky's honor. The Conservation Committee is charged with deciding where to plant the tree.

Treasurer's Report

Virginia Sanders referred everyone to the financial reports in their packets. Carol said the new budget report showing funding sources was a great addition. Carol directed staff to obtain RCCC's fund balance from the Finance Department June 30, the end of the fiscal year.

Quorum reached with Glenice via telephone

Strategic Plan

Colleen Bozard explained the draft strategic plan is the result of several steps that culminated with RCCC's retreat where goals and strategies were developed. Staff and the Planning Committee have commented on the plan. Once the strategic plan is adopted, operational plans for yearly implementation will be provided to the various committees to complete. Glenice Pearson asked how Ken's memo on Dr. Donaldson's report was addressed; Colleen replied that Goal 2 incorporated most of his points. Glenice stated she'd like for RCCC to consider its role in telling the county's history and that the ordinance may need to be revisited. Carol said she thought the strategic plan should be reviewed at least quarterly. She congratulated Bozard Consulting on doing a wonderful job and said she was very pleased with the established goals.

Anne Sinclair suggested setting a deadline for the operational plans, carefully considering what is realistic to accomplish. For example, creating baseline data this year would be an important first step. Charles Weber asked if the plan was a one-shot plan (at the end of five years, create a new plan) or a rolling plan (at the end of a year, adding another year so there is always a five-year period). Colleen replied that at the end of the five years, another plan should be developed.

John made a motion seconded by Jim Thomas to accept the final draft of the strategic plan. Motion carried unanimously. Tracy added that the strategic plan is complimentary to the Renaissance Plan. RCCC will receive the operational plan format within the next week. Anne said she will be meeting with the Conservation District and RCCC to discuss potential synergies. The strategic plan will be sent to Administration and Council for information.

Executive Session

Charles made a motion seconded by Virginia to go into Executive Session to discuss legal matters regarding Pinewood Lake Park Foundation (PLPF).

Charles made a motion to come out of Executive Session. Virginia seconded the motion which carried. No actions were taken in Executive Session.

Charles made a motion seconded by Sam Holland to approve the memorandum to Richland County Council from RCCC titled Pinewood Lake Facility – Phase 2. Virginia and Ken Driggers clarified the RCCC position is that county ownership of the dam and its repair should be the top priority for Phase 2 expenses. The motion was approved unanimously.

Charles moved to approve the document titled Statement of Operations Pinewood Lake Facility. The memo set out the basis for how RCCC will manage the park as instructed by County Council. Virginia informed RCCC she cannot go along with this motion due to its unfairness to PLPF. Glenice also asked for a statement showing compassion for the organization. Charles raised a point of order that this was not a time for discussion since the motion hadn't been seconded. John seconded the motion. Discussion continued. In response to a request for a cover letter for PLPF, John pointed out instances of accounting irregularities and that they'd received hundreds of thousands of dollars to run the park the last three years.

Charles called for the question and then asked for a division vote. A show of hands resulted in six in favor with Virginia and Glenice abstaining.

Charles then made a motion to approve the proposed Agreement between Richland County, SC and PLPF; Jim Thomas seconded the motion. John indicated he felt the language was stronger than normal but was needed due to confusion about roles and responsibilities. Virginia was distressed with the treatment of PLPF in the agreement. Charles called for the question. Six members voted to approve the motion with Virginia opposed and Glenice abstaining. Charles took a point of personal privilege to say these votes provided much needed clarity and leave room to move forward and to improve things. Today's votes were important to protect RCCC. He challenged members to be open and sensitive to those things we can do better going forward.

Nancy provided committee grant applications and will provide dates for the presentations and evaluation. She reminded members of the Hollywood-Rose Hill plaque unveiling on Tuesday and the legislative reception on Wednesday.

The meeting was adjourned at 5:05 pm.

Respectfully submitted,
Charlie Fisher, Administrative Assistant

Quinton Epps

From: Tracy Hegler
Sent: Tuesday, March 13, 2018 2:27 PM
To: Quinton Epps; ken@kendriggers.com
Subject: FW: Pinewood Lake Park Foundation
Attachments: Invoice for Bathroom Cleaning.pdf

FYI

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: Tracy Hegler
Sent: Tuesday, March 13, 2018 11:39 AM
To: liewendelyn hart (liewendelynhart@gmail.com)
Cc: GERALD SEALS; carolk2005@gmail.com
Subject: RE: Pinewood Lake Park Foundation

Good morning, Ms. Hart

I have completed my review of the invoice you submitted for bathroom and main house cleaning (attached) and have determined I am not authorized to pay it, as presented. Doing so would be improper and would violate County policy. Please note the following reasons it would violate County policy:

- I am only in receipt of an invoice; it is without documentation of services rendered and proof of payment. As this is intended to be a reimbursement, those items are critical. Documentation of services rendered would include such things as date and time of cleanings, the name and hourly rate of the person performing the work and precisely what work was performed.
- There is no proof competitive bids were sought, consistent with County Procurement requirements. Further compounding this concern is information I have suggesting the same work could be done for substantially less expense; the costs you presented are upwards of six times the amount I was quoted by a cleaning company.
- The decision to perform the work being charged was a unilateral one, not backed by Council directive or Administrative implementation.

To the last point, I requested documentation of expenses you incurred while maintaining County-owned facilities in good faith to reimburse you for such actions. However, the documentation you presented is not sufficient to prove a prudent use of taxpayers' funds.

Please let me know if you have any questions.

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: Tracy Hegler
Sent: Tuesday, February 06, 2018 4:58 PM
To: 'liewendelyn hart'
Subject: RE: Pinewood Lake Park Foundation

Thank you, Ms. Hart. I will review.

Also, I am still reviewing minutes Quinton typed up from our last meeting. They will be forthcoming in the next couple days.

TRACY HEGLER, AICP

Director
Community Planning & Development Department
803-576-2168
heglert@rcgov.us



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From: liewendelyn hart [<mailto:liewendelynhart@gmail.com>]
Sent: Tuesday, February 06, 2018 1:27 PM

To: Tracy Hegler

Subject: Pinewood Lake Park Foundation

INVOICE

CAROLINA CONSULTANTS GROUP LLC

TO: Richland County Conservation Commission

JOB DESCRIPTION

Clean main house and public restrooms twice weekly from July 1, 2017 through January, 2018


ITEMIZED ESTIMATE: TIME AND MATERIALS

AMOUNT

July: Clean main House twice weekly at \$500/week	\$2,000.00
August	2,500.00
September	2,000.00
October	2,500.00
November	2,000.00
December	2,000.00
January	2,000.00

TOTAL ESTIMATED JOB COST \$15,000.00

This agreement approved by the Board for continuous maintenance. This invoice is for completing the job described above, based on our evaluation does not include unforeseen price increases or additional labor and materials which may be required should problems arise.


PREPARED BY

8/5/2018
DATE

Richland County Council Request for Action

Subject:

18-004MA
Olman Lobo
GC to LI (1.93 Acres)
10535 Farrow Road
TMS # R17500-02-02

Notes:

First Reading: April 24, 2018
Second Reading:
Third Reading:
Public Hearing: March 27, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

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 # 17500-02-02 FROM GENERAL COMMERCIAL (GC) TO LIGHT INDUSTRIAL (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17500-02-02 from General Commercial district (GC) to Light Industrial district (LI) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 27, 2018
First Reading: April 24, 2018
Second Reading: May 1, 2018
Third Reading: May 15, 2018

Richland County Council Request for Action

Subject:

18-005MA
Salman Muhammad
HI to LI (3 Acres)
10500 Farrow Road
TMS # R17500-03-02

Notes:

First Reading: April 24, 2018
Second Reading:
Third Reading:
Public Hearing: March 27, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-18HR

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 # 17500-03-02 FROM HEAVY INDUSTRIAL (HI) TO LIGHT INDUSTRIAL (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 17500-03-02 from Heavy Industrial district (HI) to Light Industrial district (LI) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: March 27, 2018
First Reading: April 24, 2018
Second Reading: May 1, 2018
Third Reading: May 15, 2018

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto

Notes:

April 24, 2018 – The committee recommended Council approve issuance of Bond Anticipation Notes for the Richland Renaissance.

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT EXCEEDING \$20,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES (RICHLAND RENAISSANCE PROJECT), SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE NOTES; AUTHORIZING THE COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE NOTES; PROVIDING FOR THE PAYMENT OF THE NOTES AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

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

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

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

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

(e) The assessed value of all the taxable property in the County as of June 30, 2017, for purposes of computation of the County's constitutional debt limit, is \$1,567,413,138. Eight percent of such sum is \$125,393,051. As the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$44,890,000. Thus, the County may incur \$80,503,051 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to a Resolution adopted by the County Council on November 13, 2017, the County as adopted Written Procedures Related to Tax-Exempt Debt.

(g) Pursuant to the provisions of Title 11, Chapter 17 of the S. C. Code (“Title 11, Chapter 17”), any county, whenever authorized by general or special law to issue bonds, may, pending the sale and issuance thereof, borrow in anticipation of the receipt of the proceeds of the bonds. Such provisions also provide that if any approval be necessary prior to the issuance of general obligation bonds by the county, the county must obtain the same approval prior to the issuance of temporary financing provided therein.

(h) County Council has authorized the implementation of a multifaceted, County-wide plan that includes the acquisition of property and relocation of County departments; establishment of strategically placed facilities in various areas of the County; creation of the Start Center for new business development; and the implementation of a major revitalization project (“Richland Renaissance”). Elements comprising Richland Renaissance include (i) consolidating and relocating the County's core operations to Columbia Place Mall; (ii) redeveloping the current County Administration building into a new Judicial Center; (iii) constructing a multipurpose facility in the Lower Richland community; (iv) developing a business and tourism “start center” in the Broad River Road area; (v) “Revivify Richland,” a revitalization strategy to improve the County's appearance and livability; and (vi) creating a historic trail to spotlight cultural and historically significant landmarks.

(i) The financing plan for Richland Renaissance includes the issuance of one or more annual bond anticipation notes during the implementation and construction of Richland Renaissance at which time installment purchase revenue bonds (the “IPRBS”) will be issued to retire the outstanding Notes (hereinafter defined) and fund any additional costs of Richland Renaissance. While the financing plan currently provides for the issuance of IPRBS, the County has the legal authority to issue general obligation bonds in an amount not exceeding its constitutional debt limit for purposes associated with Richland Renaissance.

(j) Pending the issuance of the IRPBS, it is in the best interest of the County for the County Council to provide for the issuance and sale of general obligation bonds with an appropriate series designation (the “Bonds”) in an amount sufficient to retire the Notes and to pay costs of issuance of the Bonds.

(k) It is in the best interest of the County for the County Council to provide for the issuance and sale of not to exceed \$20,000,000 General Obligation Bond Anticipation Notes, Series 2018B or such other appropriate series designation (the “Notes”) for the purposes of: (i) funding a portion of Richland Renaissance (the “Projects”); (ii) paying costs of the issuance of the Notes; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Bonds. Pursuant to this Ordinance, the County Council has irrevocably obligated and bound itself to effect the issuance of general obligation bonds (the “Bonds”), if necessary, prior to the stated maturity of the Notes. As provided in the financing plan, the County may issue IPRBS prior to the stated maturity of the Notes, thereby eliminating the necessity of issuing the Bonds.

SECTION 3. Authorization and Details of Notes. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not exceeding \$20,000,000 aggregate principal amount of general obligation bond anticipation notes of the County, with appropriate series designations, to be designated “(amount issued) General Obligation Bond Anticipation Notes (Richland Renaissance Project), (appropriate series designation) of Richland County, South Carolina” for the purposes set forth in Section 1(k) and other costs incidental thereto, including without limiting the generality of such other costs, engineering, financial and legal fees.

The Notes shall be issued as fully registered Notes registerable as to principal and interest; shall be dated as of their date of delivery to the initial purchaser(s) thereof; shall bear interest from their dated date payable at maturity at such rate or rates as may be determined by the County Council at the time of sale thereof.

Both the principal of and interest on the Notes shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts. U.S. Bank, National Association, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Notes.

SECTION 4. Delegation of Authority Relating to Determine Certain Matters Relating to the Notes. The County Council hereby delegates to the County Administrator or his lawfully-authorized designee the authority to: (a) determine the par amount of the Notes; (b) determine the maturity date of the Notes; (c) determine redemption provisions, if any, for the Notes; (d) determine the date and time of sale of the Notes; (e) receive bids on behalf of the County Council; and (f) to award the sale of the Notes to the lowest bidders therefor in accordance with the terms of the Notice of Sale for the Notes.

After the sale of the Notes, the County Administrator or his lawfully-authorized designee shall submit a written report to the County Council setting forth the details of the Notes as set forth in this Section.

SECTION 5. Registration, Transfer and Exchange of Notes. The County shall cause books (herein referred to as the “registry books”) to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Notes. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Notes under such reasonable regulations as the Registrar/Paying Agent may prescribe.

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

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

SECTION 6. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of the Notes, and such record date shall be the fifteenth (15th) day of the calendar month preceding the maturity date of the Notes or in the case of any proposed redemption of Notes, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of Notes.

SECTION 7. Mutilation, Loss, Theft or Destruction of Notes. In case any Note shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Note of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Note, or in lieu of or in substitution for such lost, stolen or destroyed Note. In any such event the applicant for the issuance of a substitute Note shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Note, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Note issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Note or in substitution for any allegedly lost, stolen or wholly destroyed Note shall be entitled to the identical benefits under this Ordinance as was the original Note in lieu of which such duplicate Note is issued, and shall be entitled to equal and proportionate benefits with all the other Notes of the same series issued hereunder.

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

SECTION 8. Execution of Notes. The Notes shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk of the County Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Notes may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Notes in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Notes shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Note shall bear a certificate of authentication manually executed by the Registrar.

SECTION 9. Form of Notes. The Notes shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 10. Security for Notes. The full faith, credit, and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Notes. Also the proceeds of the Bonds are pledged for the payment of the Notes. As provided in the financing plan, the County may issue IPRBS prior to the stated maturity of the Notes, thereby eliminating the necessity of issuing the Bonds.b

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

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

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

“Government Obligations” shall mean any of the following:

- (i) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (ii) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (iii) general obligation bonds of the State, its institutions, agencies, school districts and political subdivisions, which, at the time of purchase, carry a AAA rating from Standard & Poor’s or a Aaa rating from Moody’s Investors Service; and;
- (iv) a defeasance obligation as defined in Section 6-5-10 of the S. C. Code as such as may be amended from time to time.

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

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

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

The Initial Notes shall be issued in fully-registered form. The Notes will be issued in as one single Note in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial

Notes becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Notes or their nominees in accordance with its rules and regulations.

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

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

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

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

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

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

SECTION 17. Continuing Disclosure. In compliance with the Rule, the County covenants and agrees for the benefit of the holders from time to time of the Notes to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit C to this Ordinance. In the event of a failure of the County to comply with any of the

provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Notes (excluding any bid premium) shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds and used for the purposes set forth herein. Any bid premium related to the Notes shall be placed in the sinking fund established pursuant to Section 4-15-150 of the S.C. Code.

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

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 of the Internal Revenue Code of 1986, as amended (the "IRC"), to reimburse the County from the proceeds of the Notes for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the capital improvements prior to the issuance by the County of the Notes for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Projects will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Notes that it will not take any action which will, or fail to take any action which failure will, cause interest on the Notes to become includable in the gross income of the Noteholders for federal income tax purposes pursuant to the provisions of the IRC and regulations promulgated thereunder in effect on the date of original issuance of the Notes. The County further covenants and agrees with the holders of the Notes that no use of the proceeds of the Notes shall be made which, if such use had been reasonably expected on the date of issue of the Notes would have caused the Notes to be (a) "private activity bonds," as defined in Section 141 of the IRC; (b) "arbitrage bonds," as defined in Section 148 of the IRC, or (c) bonds that do not comply with the "hedge bonds" requirements contained in Section 149(g) of the IRC. To that end, the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC (including, but not limited to, satisfying one or more of the requirements of Sections 149(g)(1), 149(g)(3)(A) and 149(g)(3)(B) of the IRC) and any regulations promulgated thereunder so long as the Notes are outstanding;

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

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

SECTION 22. Severability. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 23. Miscellaneous. The County Council hereby authorizes any one or more of the following officials to execute such documents and instruments as necessary to effect the issuance of the Notes: Chair of the County Council, County Administrator, Clerk to the County Council and County Attorney. The County Council hereby retains McNair Law Firm, P.A. and The Law Office of Ernest W. Cromartie III, LLC as Co-Bond Counsel, Parker, Poe, Adams & Bernstein LLP, as Disclosure Counsel and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Notes and the Bonds. The County Attorney may select additional co-counsel to provide services in connection with the issuance of the Notes and Bonds. The County Administrator is authorized and directed to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

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

[Signature Page Follows]

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Signature Page to Ordinance No. _____

FORM OF NOTE

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
RICHLAND COUNTY
GENERAL OBLIGATION BOND ANTICIPATION NOTE
(RICHLAND RENAISSANCE PROJECT)
SERIES _____

No. R-

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that Richland County, South Carolina (the “County”) hereby acknowledges itself indebted, and for value received promises to pay to the registered owner hereof, the principal sum of _____ Dollars (\$_____) at the principal office of _____, in the City of _____, State of _____ on the ___ day of _____, 2019, and to pay interest (calculated on the basis of a 360-day year of twelve 30-day months) on said principal sum from the date hereof, at the rate of _____%, payable upon the maturity of this note. This note is not subject to prepayment prior to its maturity.

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

This note represents a series of general obligation bond anticipation notes (the “Notes”), issued by the County, pursuant to the authorization of Title 11, Chapter 17, Code of Laws of South Carolina 1976, as amended, in anticipation of the receipt of the proceeds to be derived from the general obligation bonds of the County to be issued pursuant to and in accordance with the provisions of Ordinance No. _____ duly enacted by County Council on _____, 2018 (the “Ordinance”). The proceeds to be derived from the sale of general obligation bonds are irrevocably pledged for the payment of the principal of and interest on the Notes.

The Notes are being issued by means of a book-entry system with no physical distribution of certificates to be made except as provided in the Ordinance. One certificate registered in the name of the Securities Depository Nominee is being issued and is required to be deposited with the Securities Depository. The book-entry system will evidence positions held in the Notes by the Securities Depository’s participants, beneficial ownership of the Notes in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such Participants. Transfers of ownership shall be effected on the records of the Securities Depository on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its Participants.

U. S. Bank National Association as Registrar/Paying Agent will recognize the Securities Depository Nominee, while the registered owner of the Notes, as the owner of the Notes for all purposes, including payments of principal of and redemption premium, if any, and interest on the Notes, notices and voting. Transfer of principal and interest payments to Participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, redemption premium, if any, and interest payments to beneficial owners of the Notes by Participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The County and Registrar/Paying Agent will not be responsible or liable for such transfers of payment or for maintaining, supervision or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, its Participants or persons acting through such Participants. While the Securities Depository Nominee is the owner of the Notes, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on the Notes shall be made in accordance with existing arrangements between the Registrar/Paying Agent or its successors under the Resolution and the Securities Depository.

This note and the interest hereon are exempt from all State, County, municipal, and all other taxes or assessments of the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate and transfer taxes but the interest on this note may be included for certain franchise fees or taxes.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State to exist, to happen, or to be performed precedent to or in the issuance of this note, do exist, have happened, and have been performed in regular and due time, form and manner, and the amount of this note, and the issue of which this note is one, does not exceed any constitutional or statutory limitation.

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

[FORM OF REGISTRAR/PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

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

under Uniform Gifts to Minors
Act _____
(state)

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Transferee)

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

Signature must be guaranteed by
a participant in the Securities Transfer
Agent Medallions Program (STAMP)

Notice: The signature to the assignment must correspond
with the name of the registered owner as it appears
upon the face of the within Note in every particular,
without alteration or enlargement or any change
whatever

FORM OF NOTICE OF SALE

\$ _____
General Obligation Bond Anticipation Notes
(Richland Renaissance Project) Series 2018
Richland County, South Carolina

DATE AND TIME OF SALE: Bids for the purchase of all but not part of the above notes (the “Notes”) will be received by Richland County, South Carolina (the “County”), until 11:00 a.m. (South Carolina Time) on _____.

BID SUBMISSION: Electronic proposals will be received via PARITY®, in the manner described below, until 11:00 a.m., South Carolina time, on _____, 2018. Bids may be submitted electronically via PARITY® pursuant to this Notice until 11:00 AM, South Carolina time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY® conflict with this Notice, the terms of this Notice shall control. For further information about PARITY®, potential bidders may contact Co-Bond Counsel – Frannie Heizer, McNair Law Firm, P.A., 1221 Main Street, Suite 1800, Columbia, South Carolina 29201, telephone (803) 799-9800 or i-Deal at 395 Hudson Street, New York, New York 10014, telephone (212) 807-3800.

GOOD FAITH DEPOSIT: No good faith deposit will be required.

NOTES: The Notes will be issued under the DTC Book-Entry Only System. The Notes will be dated the date of their delivery; will be in denominations of \$5,000 each or any integral multiple thereof not exceeding the principal amount of Notes maturing each year; and will mature on _____ in the year and in the principal amount as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2019	\$ _____

As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Notes will be awarded, if and when such award is made, and such bidder, upon such notice, shall advise the County of the initial reoffering prices and yields to the public of the maturity of the Notes. Such reoffering prices and yields, among other things, will be used by the County to calculate the final aggregate principal amount of the Notes. It is anticipated that the final aggregate principal amount of the Notes and the final principal amount for the Notes will be communicated to the successful bidder within 24 hours of the bond sale. The dollar amount bid for principal by the successful bidder will be adjusted proportionately to reflect any reduction or increase in the aggregate principal amount of the Notes, but the coupon rate specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

The Notes will bear interest from the date thereof payable _____.

PURPOSE: Funding a portion of Richland Renaissance, a multifaceted, County-wide plan that includes the acquisition of property and relocation of County departments; establishment of strategically placed facilities in various areas of the County; creation of the Start Center for new business development; and the implementation of a major revitalization project.

REDEMPTION PROVISIONS: The Notes will not be subject to redemption prior to their stated maturity.

INTEREST RATES: Bidders must specify the fixed rate of interest the Notes shall bear according to the following restrictions: (a) the interest rate may not exceed three percent (3%); and (b) the interest rate specified must be a multiple of 1/100th of one percent.

BASIS OF AWARD: The Notes will be awarded to the responsive bidder whose bid results in the lowest net interest cost (the “NIC”) to the County. The NIC will be calculated as the total interest from _____ to _____, minus any premium. If two or more bids provide for the same lowest NIC, the County shall award the bid to the bidder whose bid is in the best interest of the County to be determined by the County in its sole discretion, and such determination shall be final. **ANY BID FOR LESS THAN ALL THE NOTES OR A BID FOR LESS THAN PAR WILL BE REJECTED.** The County reserves the right to reject any and all bids and to waive informalities in any or all bids. In order to calculate the yield on the Notes for federal tax law purposes and as a condition precedent to the award of the Notes, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Notes will be reoffered to the public. The Notes will be awarded or all bids will be rejected within 24 hours of the sale.

SECURITY: The Notes shall constitute general obligations of the County and the proceeds of general obligation bonds are irrevocably pledged to the payment of the Notes. Additionally, the Available Revenue (as defined in the ordinance authorizing the Notes) is pledged, as well as the full faith, credit and taxing power of the County.

REGISTRAR/PAYING AGENT: U.S. Bank National Association, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Notes.

CUSIP NUMBERS: CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the successful bidder and should be provided to the County within five (5) days of being selected as the winning bidder, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Notes in accordance with the terms of this Official Notice of Sale. The successful bidder shall also be responsible for securing DTC eligibility.

DELIVERY: The Notes will be delivered on or about _____, in New York, New York, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

OFFICIAL STATEMENT: The County has distributed an Official Statement in connection with the sale of the Notes in preliminary form (the “Preliminary Official Statement”). The County, by accepting the bid of the successful bidder, (a) certifies to such successful bidder as of the date of acceptance of such bid that the Preliminary Official Statement furnished prior to the date of such acceptance has been “deemed final” as of its date by the County within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2 12”), although subject to revision, amendment and completion; and (b) agrees to provide such successful bidder, in order to permit such successful bidder to comply with Rule 15c2 12, with up to 50 printed copies of the final Official Statement approved by the County in relation to the sale by the County of the Notes within the period of time allowed under Rule 15c2 12, at the sole cost and expense of the County, with any additional printed copies which such successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. Such successful bidder, by executing its bid, agrees to provide two copies of the final Official Statement to the Electronic Municipal Market Access system within the meaning of Rule 15c2 12 (a “EMMA”) upon receipt of the final Official Statement from the County and two copies of the final Official Statement (with any required forms) to the

Municipal Securities Rulemaking Board (the “MSRB”) or its designee pursuant to MSRB Rule G 36 no later than ten (10) business days following the date of acceptance of its bid, and such successful bidder further agrees to comply with all other applicable provisions of Rule 15c2 12 and MSRB Rule G 36. Such successful bidder shall notify the County of (i) the date which is the “end of the underwriting period” within the meaning of Rule 15c2 12 and (ii) the date on which the final Official Statement is filed with EMMA. Copies of the Preliminary Official Statement may be obtained at the offices listed in this Official Notice of Sale under the caption “Additional Information.” In the Ordinance, the County has committed to provide certain annual information and notices of material events as required by Rule 15c2 12 and as described in the Official Statement. The successful bidder’s obligation to purchase the Notes shall be conditioned upon its receiving, at or prior to the delivery of the Notes, in form and substance reasonably satisfactory to the successful bidder, a copy of the continuing disclosure undertaking set forth above, which shall constitute a written agreement for the benefit of the Holders of the Notes as required by Rule 15c2 12. The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c212 but is subject to revision, amendment and completion in a final Official Statement as provided in Rule 15c2 12. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with Rule 15c2 12.

BLUE SKY LAWS: The County has not undertaken to register the Notes under the securities laws of any state, nor has the County investigated the eligibility of any institution or person to purchase or participate in the underwriting of the Notes under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Notes, the winning bidder represents that the sale of the Notes in states other than South Carolina will be made only under exemptions from registration or, wherever necessary, the winning bidder will register the Notes in accordance with the securities laws of the state in which Notes are offered or sold. The County agrees to cooperate with the winning bidder, at the winning bidder’s written request and expense, in registering the Notes or obtaining an exemption from registration in any state where such action is necessary, but shall not be required to consent to service of process in any such state.

POSTPONEMENT: The County reserves the right to postpone from time to time the date established for receipt of bids. The County will communicate any such change in the sale date through the Bloomberg Wire or the Bond Buyer Wire prior to the time bids are to be received. If any date fixed for the receipt of bids and the sale of the Notes is postponed, any alternative sale date will be announced through the Bloomberg Wire or the Bond Buyer Wire at least 48 hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a sealed bid for the purchase of the Notes in conformity in all respects with the provisions of this Official Notice of Sale, except for the date of sale and except for the changes announced through the Bloomberg Wire or the Bond Buyer Wire at the time the sale date and time are announced.

CONTINUING DISCLOSURE: A description of the County’s undertaking with respect to its Continuing Disclosure Undertaking is set forth in the Preliminary Official Statement.

LEGAL OPINIONS: The issuance of the Notes is subject to the favorable opinions of McNair Law Firm, P.A. and The Law Offices of Ernest W. Cromartie III, LLC, as co-Bond Counsel, as to the validity of the issuance of the Notes under the constitution and laws of the State and the exemption of the Notes from federal income taxation, which opinions shall accompany each Note, together with the usual closing documents, including a certificate that no litigation is pending affecting the Notes. Parker Poe Adams & Bernstein LLP, as Disclosure Counsel, will issue an opinion advising that no facts have come to Disclosure Counsel’s attention that causes them to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

ISSUE PRICE CERTIFICATE: The winning bidder shall assist the County in establishing the issue price of the Notes and shall execute and deliver to the County at delivery an “issue price” certificate setting forth the reasonably expected initial offering price to the public, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and co-Bond Counsel. A sample copy of the certificate may be obtained from McNair Law Firm, P.A.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the “Competitive Sale Requirements”) because:

- (1) the County shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event that the Competitive Sale Requirements are not satisfied, the County shall so advise the winning bidder. The County may determine to treat the initial offering price to the public as of the sale date of the Notes as the issue price of the Notes (the “Hold-the-Offering-Price Rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Notes, that the Notes shall be subject to the Hold-the-Offering-Price Rule. Bids will not be subject to cancellation in the event that the County determines to apply the Hold-the-Offering-Price Rule to the Notes. Bidders should prepare their bids on the assumption that the Notes will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Notes.

By submitting a bid, the winning bidder shall (1) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price (the “Initial Offering Price”), or at the corresponding yield, set forth in the bid submitted by the winning bidder and (2) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes to which the Hold-the-Offering-Price Rule shall apply to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of the Notes to the public at a price that is no higher than the Initial Offering Price to the public (the “10% Test”).

The winning bidder shall promptly advise the County when the underwriters have sold 10% of the Notes to the public at a price that is no higher than the Initial Offering Price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

In making the representation set forth above, the County acknowledges that the winning bidder will rely on (1) the agreement of each underwriter to comply with the Hold-the-Offering-Price Rule, as set forth in an agreement among underwriters and the related pricing wires, (2) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-Price Rule, as set forth in a selling group agreement and the related pricing wires, and (3) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-Price Rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the Hold-the-Offering-Price Rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the Hold-the-Offering-Price Rule as applicable to the Notes.

By submitting a bid, each bidder confirms that: (1) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Notes or all Notes have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (2) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the winning bidder or such underwriter that either the 10% Test has been satisfied as to the Notes or all Notes have been sold to the public and (b) comply with the Hold-the-Offering-Price Rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (1) “public” means any person other than an underwriter or a related party,
- (2) “underwriter” means (a) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to

participate in the initial sale of the Notes to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),

- (3) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (4) “sale date” means the date that the Notes are awarded by the County to the winning bidder.

ADDITIONAL INFORMATION: For copies of the Preliminary Official Statement and the Official Notice of Sale, please go to www.munios.com. The Preliminary Official Statement shall be reviewed by bidders prior to submitting a bid. Bidders may not rely on this Official Notice of Sale as to the complete information concerning the Notes.

RICHLAND COUNTY, SOUTH CAROLINA

EXHIBIT C

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as _____, _____, is executed and delivered by Richland County, South Carolina (the “Issuer”) and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent” or “DAC”) for the benefit of the Holders (hereinafter defined) of the Notes (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the Issuer through use of the DAC system and do not constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer or anyone on the Issuer’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

SECTION 1. Definitions. Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f), by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Issuer for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Certification” means a written certification of compliance signed by the Disclosure Representative stating that the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure required to be submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Issuer and include the full name of the [Bonds] [Notes] and the 9-digit CUSIP numbers for all Notes to which the document applies.

“Disclosure Representative” means the Finance Director, or his or her designee, or such other person as the Issuer shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C, acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Failure to File Event” means the Issuer’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war, or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access system maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any [Bonds] [Notes] (including persons holding [Bonds] [Notes] through nominees, depositories or other intermediaries) or (b) treated as the owner of any Notes for federal income tax purposes.

“Information” means, collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

“Notes” means the bond anticipation notes as listed on the attached Exhibit A, with the 9-digit CUSIP number relating thereto.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Notes (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer in connection with the Notes, as listed on Appendix A.

“Trustee” means the institution, if any, identified as such in the document under which the Notes were issued.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Issuer shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy for the Trustee, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the next February 1 after the end of each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2018. Such date and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative shall either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent that a Failure to File Event has occurred and to immediately send a notice to the MSRB in substantially the form attached as Exhibit B, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. on the first business day following the Annual Filing Date for the Annual Report, a Failure to File Event shall have occurred and the Issuer irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Issuer are prepared but not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy for the Trustee, for filing with the MSRB.

- (e) The Disclosure Dissemination Agent shall:
- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
 - (ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) with the MSRB;
 - (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
 - (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed by the Issuer pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to Section 4(c) of this Disclosure Agreement:
 - “Principal and interest payment delinquencies;”
 - “Non-Payment related defaults, if material;”
 - “Unscheduled draws on debt service reserves reflecting financial difficulties;”
 - “Unscheduled draws on credit enhancements reflecting financial difficulties;”
 - “Substitution of credit or liquidity providers, or their failure to perform;”
 - “Adverse tax opinions, IRS notices or events affecting the tax status of the security;”
 - “Modifications to rights of securities holders, if material;”
 - “Bond calls, if material;”
 - “Defeasances;”
 - “Release, substitution, or sale of property securing repayment of the securities, if material;”
 - “Rating changes;”
 - “Tender offers;”
 - “Bankruptcy, insolvency, receivership or similar event of the obligated person;”
 - “Merger, consolidation, or acquisition of the obligated person, if material;” and
 - “Appointment of a successor or additional trustee, or the change of name of a trustee, if material;”
 - (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of Exhibit B to this

Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”
4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”

8. “consultant reports;” and
 9. “other financial/operating data.”
- (viii) provide the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Issuer may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

SECTION 3. Content of Annual Reports.

(a) Each Annual Report shall contain the following Annual Financial Information with respect to the Issuer:

- (i) The financial statements of the Issuer for the preceding fiscal year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board (or if not in conformity, to be accompanied by a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information). If the Issuer’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.
- (ii) Financial and operating data for the fiscal year then ended, to the extent such information is not included in the Issuer’s audited financial statements filed pursuant to clause (1) above, which shall be generally consistent with the tabular information (or other information, as otherwise noted below) contained in the Official Statement under the following headings: [TO BE PROVIDED]. Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

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

Any annual financial information containing modified operating data or financial information is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Notes constitutes a Notice Event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes;
- vii. Modifications to rights of [Bond][Note] holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the Notes, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been

assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

- xiii. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Issuer shall, in a timely manner not in excess of ten business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. Such notice shall instruct the Disclosure Dissemination Agent to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in subsection (a) or (b)(ii) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB in accordance with Section 2 (e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

SECTION 5. CUSIP Numbers. Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, Audited Financial Statements, Notice Event notices, Failure to File Event notices, Voluntary Event Disclosures and Voluntary Financial Disclosures, the Issuer shall indicate the full name of the Notes and the 9-digit CUSIP numbers for the Notes as to which the provided information relates.

SECTION 6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Issuer acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

SECTION 7. Voluntary Filing.

(a) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer may instruct the Disclosure Dissemination Agent to file a Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the text of the disclosure that the Issuer desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

The parties hereto acknowledge that the Issuer is not obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

SECTION 8. Termination of Reporting Obligation. The obligations of the Issuer and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Notes upon the legal defeasance, prior redemption or payment in full of all of the Notes, when the Issuer is no longer an obligated person with respect to the Notes, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Issuer has appointed Digital Assurance Certification, L.L.C. as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternately, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Notes. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Issuer or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Notes or under any other document relating to the Notes, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Notes or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Notes.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall

not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Notes and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Notes, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF [NOTES] BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Notes as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. _____ "Principal and interest payment delinquencies;"
2. _____ "Non-Payment related defaults, if material;"
3. _____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. _____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. _____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. _____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Tender offers;"
13. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. _____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

1. _____ "amendment to continuing disclosure undertaking;"
2. _____ "change in obligated person;"
3. _____ "notice to investors pursuant to bond documents;"
4. _____ "certain communications from the Internal Revenue Service;"
5. _____ "secondary market purchases;"
6. _____ "bid for auction rate or other securities;"
7. _____ "capital or other financing plan;"
8. _____ "litigation/enforcement action;"
9. _____ "change of tender agent, remarketing agent, or other on-going party;"
10. _____ "derivative or other similar transaction;" and
11. _____ "other event-based disclosures."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

1. ____ "quarterly/monthly financial information;"
2. ____ "change in fiscal year/timing of annual disclosure;"
3. ____ "change in accounting standard;"
4. ____ "interim/additional financial information/operating data;"
5. ____ "budget;"
6. ____ "investment/debt/financial policy;"
7. ____ "information provided to rating agency, credit/liquidity provider or other third party;"
8. ____ "consultant reports;" and
9. ____ "other financial/operating data."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT D

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2018, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an ordinance (the "Ordinance") providing for the issuance and sale of not to exceed \$20,000,000 General Obligation Bond Anticipation Notes, Series 2018B, or such other series designation, the proceeds of which will be used for: (i) funding a portion of Richland Renaissance; (ii) paying costs of issuance of the Notes; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The Notes are secured by the full faith, credit, and taxing power of the County and a pledge of the proceeds of general obligation bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

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

Richland County Council Request for Action

Subject:

Lease Proposal for Upper Township Magistrate

Notes:

April 24, 2018 – The committee recommended Council approve a short-term lease at (20/21 Business Park) 400 Northeast Drive, Columbia, South Carolina 29203.

South Carolina Summary Court



The Honorable Tomothy C. Edmond

4919 Rhett Avenue
Columbia, South Carolina 29203

Phone (803) 576-2570
Facsimile (803) 576-2578

April 18, 2018

Richland County Council Members
2020 Hampton Street
Columbia, SC 29204

Re: Lease Approval Request

Dear County Council Members:

My name is Tomothy Edmond, and I am the Chief Administrative Judge of the Summary Courts in Richland County. I am also the Upper Township Magistrate in the North Columbia District 3 area. I am writing today to respectfully ask for your assistance in approving a short term lease at (20/21 Business Park) 400 Northeast Drive Columbia, South Carolina 29203. This facility has adequate parking and more functional space to service the citizens of Richland County. The lease is approximately fourteen (14) months and a copy of the proposal is attached to this letter.

The current office is located at 4919 Rhett Street. The home was built in 1940 and the landlord will not do any maintenance or modifications to the facility. This facility had code violations from the City and the current employees to include myself have had health issues since 2011. Within the past two years, this facility has been infested with mice, squirrels, and roaches. I have attached pictures of the dead rodents that staffs routinely remove from this facility. On a least four occasion citizens complain of snake activity and excessive ant trails as they enter and exit this facility.

Thank you in advance for considering this request. I am available to follow up with your office or regards to this matter. You may contact me by phone at **803 576 2570** or via email at **edmond.tomothy@richlandcountysc.gov**. I know with your help the citizens can be served at a decent facility that will be reflective of Richland County Government.

Sincerely,

Tomothy C Edmond
Chief Summary Court Judge



807 Gervais Street
 Suite 301
 Columbia, South Carolina 29201
 803.254.0100
 1.888.251.0102

April 11, 2018

The Honorable Tomothy C. Edmond
 Richland County Magistrate Court
 4919 Rhett Street
 Columbia, SC 29203

(sent via e-mail)

RE: Proposed Lease Terms – 20/21 Business Park, Columbia, South Carolina

Dear Judge Edmond:

On behalf of the landlord, BH Investments, we are pleased to submit this proposal for the Richland County Magistrate’s Office to lease space in 20/21 Business Park located at 400 Northeast Drive, Columbia, South Carolina (“Building”) under the following terms and conditions:

Landlord:	BH Investments, LLC
Tenant:	Richland County Magistrate’s Office
Property Management:	NAI Avant provides property management services for 20/21 Business Park.
Building:	400 Northeast Drive Columbia, SC 29203
Premises:	Suite I, consisting of approximately 1,215 rentable square feet.
Lease Commencement Date:	Earliest of May 1, 2018 or Delivery of Possession.
Term:	Fourteen (14) Month lease term.
Base Rental Rent:	The Base Rent for the Premises shall be \$1,331.37 per month. Base Rent is net of utilities and janitorial service.
Tenant Improvements:	Landlord shall install a door with a lock to separate the reception area from the remaining space and install a window overlooking the reception area with opening at the bottom to pass documents through, clean the carpet and ensure building systems are in working order. (lighting, electrical, HVAC etc.) Landlord shall remove the water fountain in the break room.
Parking:	Parking is available in the surface lot for no additional charge.

Operating Expense and Real Estate Taxes:	Tenant shall pay its pro rata share of operating expenses and real estate taxes which exceeds 2018 base year
Qualifying Conditions:	<p>This proposal is subject to change, modification or withdrawal, without penalty, by either party prior to full lease execution. This proposal shall not bind either the Landlord or Tenant, and there shall be no binding agreement between the Landlord and Tenant, unless and until a final lease document has been executed and delivered by both Landlord and Tenant. Therefore, the preparation, revision or delivery of this proposal or any lease for examination and discussion shall in no event be deemed an offer or an obligation to lease the Premises but shall be merely a part of the negotiations between Landlord and Tenant.</p> <p>This proposal will expire in seven days.</p>

If the terms and conditions outlined above are acceptable, please sign below as indicated and returned to the undersigned. Upon receipt, we will submit for your review a lease for the space. Please contact me with any questions. Thank you for your time and consideration.

Sincerely,



Jeff Hein, SIOR
NAI Avant

AGREED AND ACCEPTED:

TENANT: Richland County Magistrate's Office

By: _____ **Date:** _____

Its: _____

Richland County Council Request for Action

Subject:

Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices

Notes:

April 24, 2018 – The committee recommended Council to authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc. the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build the Upper Township Magistrate and Hopkins Magistrate Offices. The Upper Township Magistrate project cost is in the amount of \$1,536,975. The Hopkins Magistrate project cost is in the amount of \$1,357,185.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

April 24, 2018 Administration & Finance Committee Meeting Briefing Document Approval to negotiate and enter into a Design/Build Contract

Agenda Item

Approval to negotiate and enter into a Design/Build Contract for two Magistrate offices (Upper Township and Hopkins)

Background

The Upper Township (currently located at 4919 Rhett Ave.) and Hopkins Magistrate (currently located at 6108 Cabin Creek Rd.) offices are currently lease spaces that do not meet the operational needs of the departments. These two current facilities would most likely be listed as class C (towards the bottom end of office space classification as it relates to facility condition).

The Richland County Magistrate offices have been moving into owner occupied spaces (i.e. the Dentsville Magistrate moving to the Decker Center) to enhance the services provided to the citizens by having a facility that is specifically constructed and laid out for courtroom operations. An initiative to transform additional courts from leased space to owner occupied space was started in mid-2016. These two facilities will be the first two of the seven identified locations that will ultimately be addressed. The Upper Richland Magistrate office will move to 7615 Wilson Blvd. (TMS # R14304-05-15) which will consist of renovating the existing metal structure with a new interior and exterior. The Hopkins Magistrate will move to a new fully constructed from the ground up facility located at TSM # R21700-03-29 (no address has been assigned yet) which is located at the SE corner of Lower Richland Blvd and Air Base Road.

A Request of Qualifications (RFQ) solicitation (RC-035-Q-2017) was advertised by the Procurement Office, and two design/construction teams submitted proposals- GMK Associates and Solid Structures. Submittals were reviewed and scored by County staff in the areas of capability, relevant experience, responsiveness and financial resources. With Procurement overseeing the evaluation process, it was determined that GMK, Inc. was the most qualified, responsible, responsive, firm that replied to the solicitation.

GMK, Inc. developed a preliminary design that is approximately 4,830 square feet per facility, with an estimated construction cost of \$2,894,160.00 for both buildings (\$1,536,975.00 for Upper Township and \$1,357,185.00 for Hopkins).

The approval of County Council is being sought for the design/build process, which will develop the preliminary sketches into full construction documents and specifications. These documents will be developed with the full input and review/approval of Richland County staff and all affected and associated parties. As this progresses, further refinement of the construction budget will commence (with any

identified value engineering savings being given back to Richland County as a reduction to the GMP (Gross Maximum Price) contract amount. As the County agrees on the design milestones, construction will begin utilizing GMK, Inc.'s construction department and their associated sub-contractors.

Issues

If Council decides to not move forward with the expenditure of available funds to construct the two Magistrate offices, the purchased properties (TMS # R14304-05-15 & TSM # R21700-03-29) that were acquired for these projects will go unused and could lead to blighted areas, in opposition to the County's stated priority of removing these areas. Additionally, if the Magistrate offices stay where they are currently located, the services that they provide will continue in their current reduced capacity, thus affecting the overall magistrate judicial process and citizens' experiences.

Fiscal Impact

If approved, Richland County will enter into a GMP contract with the recommended construction team in the amount of \$2,894,140.00 with an additional \$65,880.00 in contingency, bringing the total project cost to \$2,960,040.00. The contingency is requested to address any unforeseen conditions due to the complexity of remodeling an existing facility and constructing a new facility in an area that is prone to having soil issues that need to be addressed once construction sites are cleared. Contingency use must be requested, evaluated by the Richland County Department of Operational Services as a change order, and no contingency use will be approved without strict scrutiny of all the facts and possible options by the project management team.

There are no additional funds requested for this project.

Funds are available in the existing Operational Services Capital Project budget noted below:

Past Legislative Actions

None.

Alternatives/Solutions

1. Authorize staff to move forward with negotiations and to enter into a GMP contract with GMK, Inc., the selected design and construction team from solicitation RC-035-Q-2017, to provide full design and construction services to wholly develop and build two Magistrate offices. The total project cost requested for approval is in the amount of \$2,960,040.00, with a GMP contract amount of \$2,894,160.00 and a reserved contingency amount of \$65,880.00.
2. Do not approve the expenditure of the funds and leave the existing Magistrate offices in their current locations. This decision could have impact on the daily operations of the Magistrate judicial system.

Staff Recommendation

The recommendation is Option #1 (authorize the expenditure of funds). Richland County would enter into negotiations and execute a GMP contract in the amount of \$2,894,140.00, with an additional \$65,880.00 in contingency, with GMK, Inc. to construct two 4,830 (approximate) square feet Magistrate offices.

Existing Magistrate Offices

Upper Township Magistrate (4919 Rhett Ave.)



Hopkins Magistrate (6108 Cabin Creek Rd.)



Office space classification

Class A

These buildings represent the newest and highest quality buildings in their market. They are generally the best looking buildings with the best construction, and possess high-quality building infrastructure. Class A buildings also are well located, have good access, and are professionally managed. As a result of this, they attract the highest quality tenants and also command the highest rents.

Class B

This is the next notch down. Class B buildings are generally a little older, but still have good quality management and tenants. Oftentimes, value-added investors target these buildings as investments since well-located Class B buildings can be returned to their Class A glory through renovations such as facade and common area improvements. Class B buildings should generally not be functionally obsolete and should be well maintained.

Class C

The lowest classification of office building and space is Class C. These are older buildings and are located in less desirable areas and are often in need of extensive renovation. Architecturally, these buildings are the least desirable, and building infrastructure and technology is outdated. As a result, Class C buildings have the lowest rental rates, take the longest time to lease, and are often targeted as re-development opportunities.

The above is just a general guideline of building classifications. No formal standard exists for classifying a building. Buildings must be viewed in the context of their sub-market; i.e., a Class A building in one neighborhood may not be a Class A building in another.

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RICHLAND COUNTY

MAGISTRATE COURT FACILITIES

4,830 sf Facilities Option

Upper Township Magistrate Court Facility

Hopkins Magistrate Court Facility

SCHEMATIC BUDGET PACKAGE UPDATE

April 13, 2018

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Project Design Narrative

April 13, 2018

The building will be a 4,830 sf renovation to an existing one-story, pre-engineered metal building. The existing interior will be gutted in preparation for the new renovations. The exterior metal roof panels and metal wall panels will be replaced with new roof and wall panels. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be replaced to meet current Code requirements.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Budget Estimate

April 10, 2018

Renovations Area = 4,830 sf

Sitework, 25 Spaces & Out-Building Demolition (Allowance)	\$129,500
Perimeter Skin Improvements / General Demolition:	\$410,480
Magistrate Facility Renovations:	\$867,765
Construction Costs Sub-Total:	<hr/> \$1,407,745
Design Fees (6%):	\$84,465
Design/Construction Contingency (3%):	\$44,765
Design & Construction Costs:	<hr/> <hr/> \$1,536,975

NOTES:

- Provide 25 Parking Spaces for Facility.
- Replace Exterior Wall & Roof Cladding, complete.
- Facility will be unsprinklered.
- Only work in Shell Space is utility stubs for Future.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations (4,830 sf)

Schematic Project Development Cost Worksheet

(For Determination of division of Responsibilities)

January 19, 2018

	<u>GMK Responsibility</u>	<u>Owner Responsibility</u>
Hard Costs:		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$129,500	-
Off-Site Utilities to Property	NIC	
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,278,245	-
Hazardous Materials Abatement	NIC	
Mold & Mildew Remediation	NIC	
Fire Pump Systems	NIC	
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispencers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
Total Hard Costs	\$1,407,745	\$0

Soft Costs:

Design Fees (C,S,A,M,E,P & FP)	\$84,465	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$4,500
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$44,765
Total Soft Costs	\$84,465	\$49,265
Total Estimated Project Costs	\$1,492,210	\$49,265

\$1,541,475

See attached accompanying comments

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Comments to the Project Development Cost Analysis

April 13, 2018

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3rd Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

Richland County

Upper Township Magistrate Court Facility

Wilson Blvd. Renovations

Schematic Design List of Inclusions

April 13, 2018

General

Fulltime Field Construction Supervision

Sitework (Allowance) {Provide 25 Parking Spaces}

Demo ~~Out~~Building Complete and Remove
Demo existing Site Improvements for New Layouts
Site Grading (undercut and fill/compact at new Pavements)
Building and Site Improvements Layout
Gravity Sanitary Sewer Service (re~~use~~ existing)
Electrical Service (re~~use~~ existing)
Concrete Curb and Gutter
Concrete Sidewalks
Handicapped Ramps @ Concrete Sidewalks
Asphalt Paving and Base
Concrete Parking Stops (HC Parking)
Handicapped Parking Signs
Pavement Line Striping and Pavement Markings
Temporary Erosion Control Measures
Grassing for Erosion Control
Perimeter Metal Fencing
Temporary Facilities
Site Cleaning
Landscaping (per Ordinance)

Selective Demolition

Demolition for Exterior Skin Improvements:

Remove existing Metal Roofing Panels and Insulation
Remove existing Storefronts & Doors/Frames/Hardware (per Plan)
Cut Openings @ Exterior Walls for New Windows & Doors/Frames (per Plan)

Building Interior Demolition: (to allow for New Construction)

Saw~~Cut~~Remove/Patch Concrete Floor Slabs for New Plumbing
Demo Walls, Windows, Doors/Frames/Hardware
Demo Casework and Cabinets
Remove Flooring and Floor Base Finishes
Remove Ceilings Finishes
Remove Plumbing Fixtures and Piping

Remove HVAC Equipment, Ductwork, and Controls
Remove Electrical Power Devices and Wire
Remove Electrical Lighting Fixtures & Wire

Concrete

Building Layout
Wire Mesh or Fiber Reinforcement at Slab on Grade (Infill/Patch)
Concrete Slab on Grade (Infill/Patch)
Grouting

Masonry (N/A)

Metals

Miscellaneous Steel
New Metal Entry Canopy

Carpentry

Platform and Step Framing @ Courtroom and Judge's Office
Miscellaneous Wood and Metal Blocking and Bridging
Firestopping and Smokestopping
Rough Hardware (Fasteners, Etc.)
Melamine Clad Cabinets and Shelving
High Pressure Laminate Countertops
Solid Surface Countertops (Bath Vanities & Conferenc/Jury)
Finish Hardware (Fasteners, etc.)
Special Millwork Judge's Bench (Stain Grade)
Special Millwork Witness/Stenographer Countertop (Stain Grade)
Special Millwork Courtroom Banisters/Railings (Stain Grade)

Thermal and Moisture Protection

New Standing Seam Metal Roof Panels
New Metal Roof Perimeter Closure Trim
Spray Foam Insulation @ New Exterior Walls (per Energy Code)
Spray Foam Insulation @ Roof (per Energy Code)
Sound Batt Insulation at Interior Walls
Metal Gutters and Downspouts
Caulking and Sealants

Doors and Windows

Interior and Exterior Hollow Metal Door Frames
Exterior Insulation Hollow Metal Doors
Interior Wood Doors (Stain Grade Birch)

Aluminum/Glass Storefront Swinging Entry Doors
Aluminum Framed Exterior Windows with Insulated Glass
Aluminum Framed Storefront System with Insulated Glass
Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Areas)
Finish Hardware (Hinges, Locks, Panic, and Closers was required)
Glass and Glazing

Finishes

Gypsum Board Walls
Suspended Gypsum Board Ceilings (at Shower)
Carpet Tile Flooring (Country Standard)
Luxury Vinyl Tile Flooring (County Standard)
Rubber Cove Floor Base (County Standard)
Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
Enamel Paint Walls/Ceilings
Epoxy Paint Walls (Wet Areas)
2 x 2 Acoustical Grid System and Tile (County Standard)

Specialties

Toilet Accessories (Grab Bars and Mirrors)
Toilet Partitions & Urinal Screens
Fire Extinguishers and Cabinets

Mechanical

Plumbing

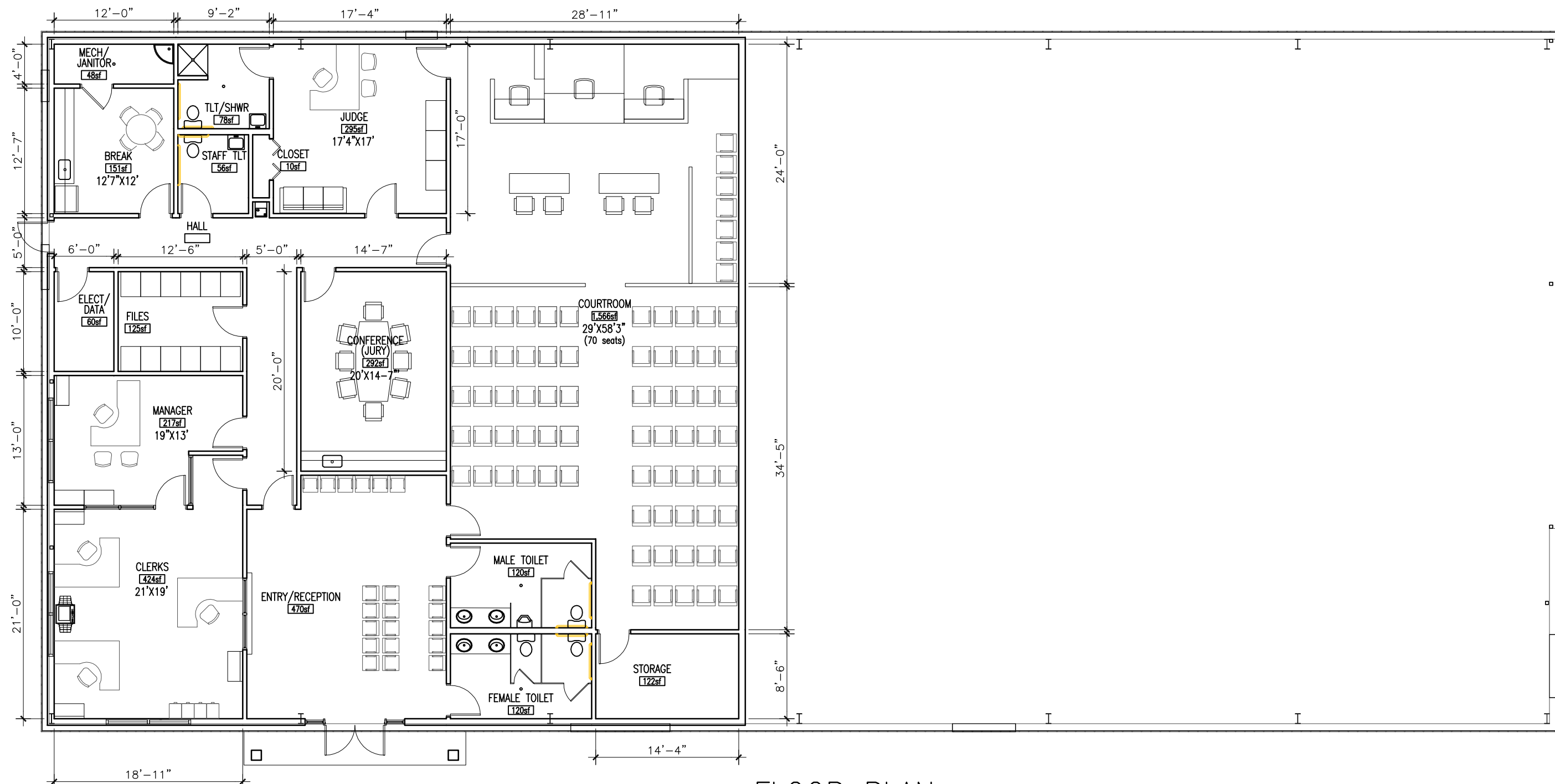
Waste and Vent System wdraining to the existing Site Sanitary Sewer System
CPVC Water Lines
PVC Waste Piping Above and Below Grade
Stainless Steel Sinks @ Casework, Large
Integral Solid Surface Sinks @ Bath Vanities
Vitreous China Wall Lavatory Sinks
Vitreous China Water Closets
Vitreous China Urinals
Cast Stone Janitor Mop Sink
Shower Head Fixture & Drain
PreFabricated Shower Insert
Water Box Fixture @ Conference
Finish Trim wFaucets, Etc.
Electric Water Heater
Water Coolers, ADA

Heating, Ventilation and Cooling System

- HVAC Temperature Requirements to meet all applicable Codes
- Design Temperature is Standard 95° Outside/75° Inside
- New DX Split System HVAC Units (15 tons AC)
- Sheetmetal & Flex Ductwork
- Exhaust Fans
- Fire Dampers
- Hangers and Supports
- Mechanical Insulation
- Duct Accessories
- HVAC Controls
- Testing and Balancing

Electrical

- 3 Phase Service (Existing)
- Distribution Panels (Reuse existing as possible)
- Power Wiring and Circuitry
- Switches, Receptacles and Cover plates
- 2x4 Lighting Fixtures (LED Lamps)
- Fluorescent or LED Recessed Can Lighting Fixtures
- Exterior Wall Packs for Site Safety Lighting
- Exit Lights
- Emergency Lighting (to meet Life Safety Regulations)
- Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable Tray, Wiring and System Equipment by Others)
- Fire Alarm System (to meet Life Safety Regulations)



4,830 GSF

FLOOR PLAN
 3/32" = 1'-0"

GMK
 ASSOCIATES, INC.
 Design/Planning/Construction
 1201 Main Street, Suite 2100
 Columbia, S.C. 29201
 tel. 803-256-0000
 fax 803-255-7243



owner
 project name
**Richland County
 Magistrate's
 Offices**
 project number
 17810.00A

title CONCEPTUAL FLOOR PLAN – Option 7
UPPER TOWNSHIP MAGISTRATE FACILITY
 issued for BUDGET UPDATE date 4/3/2018
 from _____
 drawn by _____

UT-2.1.7

Richland County
Hopkins Magistrate Court Facility
New Facility Construction
Schematic Project Design Narrative

April 13, 2018

The building will be a 4,830 sf slab-on-grade, one-story, brick-veneer/hard-coat stucco building with a pitched architectural asphalt shingle roof. Windows, where incorporated, will have sills placed at least 6'-8" above the floor elevation for security. Windows will be thermal, aluminum-frame type. Public entrances will be storefront type with glass entry doors and sidelights. Other exterior doors will be painted hollow metal with hollow metal frames. Exterior glass will be low-e, insulated glass. The building interior spaces will be constructed with gypsum board walls and acoustical ceiling tile ceilings. The finishes will be per Richland County standards. Interior doors will be flush style wood doors with hollow metal frames. Door hardware is to be commercial grade minimum grade 2 hardware. Access controls will be coordinated with the Owner's access control vendor as required. The judges bench, clerk bench, jury box and other built in courtroom furniture will be wood with either painted or stained finish.

The plumbing, mechanical, power, lighting and life safety systems will be designed to meet current Code requirements.

Richland County

Hopkins Magistrate Court Facility

New Facility Construction

Schematic Budget Estimate

April 10, 2018

New Construction Area = 4,830 sf

Sitework, 25 Parking Spaces (Allowance):	\$187,500
Magistrate Facility New Construction:	\$1,055,570
Construction Costs Sub-Total:	<hr/> \$1,243,070
Design Fees (6%):	\$74,585
Design/Construction Contingency (3%):	\$39,530
Design & Construction Costs:	<hr/> <hr/> \$1,357,185

NOTES:

Provide 25 Parking Spaces for Facility.
Facility will be unsprinklered.

*Off-Site Utility Note:

Site is currently not served by utility for Water nor Sewer.
No Construction Costs have been included for Off-Site Utility extensions.

Richland County

Hopkins Magistrate Court Facility

New Facility Construction (4,830 sf)

Schematic Project Development Cost Worksheet

(For Determination of division of Responsibilities)

April 13, 2017

	GMK Responsibility	Owner Responsibility
Hard Costs:		
Exterior Work:		
Sitework Construction <u>Allowance</u> - Clearing, Grading, Drainage, Pavements, On-Site Utilities, Erosion Control, & Landscaping	\$187,500	-
Off-Site Utilities to Property	NIC	By Owner
Unexpected Unsuitable Materials Replacement (Rock, Muck)	NIC	By Owner
Site Lighting Systems & Design	NIC	By Owner
Exterior Signage & Design	NIC	By Owner
Building Construction:		
Building Construction - Structural, Architectural, Mechanical, Plumbing, Electrical & Fire Protection per Code Requirements.	\$1,055,570	-
Hazardous Materials Abatement	N/A	N/A
Mold & Mildew Remediation	N/A	N/A
Fire Pump Systems	N/A	N/A
Intercom, Security, Television & Communication Systems:		
Data, Telephone & Television Wiring; incl. Cable Tray	NIC	By Owner
Computer System Equipment, incl Power Conditioning	NIC	By Owner
Telephone System Equipment	NIC	By Owner
Television System Equipment	NIC	By Owner
Intercom & Paging Systems; Equipment & Wiring (Speakers, etc.)	NIC	By Owner
Security Systems; Equipment & Wiring (Locks, Cameras, etc.)	NIC	By Owner
Teleconference & AV Systems; Equipment & Wiring	NIC	By Owner
Clock Systems; Equipment & Wiring	NIC	By Owner
Furniture, Fixtures & Equipment:		
General Owner FF&E <u>Allowance</u>	NIC	By Owner
Kitchen & Serving Equipment; incl Installation & Design	NIC	By Owner
Residential Equipment; incl Installation (Refrigerators, Microwaves, Ice Machines, etc.)	NIC	By Owner
Television & Monitor Wall Brackets, incl Installation	NIC	By Owner
Paper Towel, Soap, & Toilet Tissue Dispensers, incl Installation	NIC	By Owner
Misc. Storage Shelving	NIC	By Owner
Furniture & Furnishings, incl Installation & Design	NIC	By Owner
Window Treatments & Blinds, incl Installation & Design	NIC	By Owner
Artwork, incl Installation & Design	NIC	By Owner
Office Equipment, incl Installation & Design	NIC	By Owner
Cubicle Curtains & Tracks, incl Installation	NIC	By Owner
Interior Signage, incl Installation	NIC	By Owner
Vending Equipment, incl Installation	NIC	By Owner
Other Hard Costs:		
Total Hard Costs	\$1,243,070	\$0

Soft Costs:

Design Fees (C,S,A,M,E,P & FP)	\$74,585	
Building Permit Fees	Included	
Special Inspections (IBC Chapter 17)	NIC	By Owner
Tap & Impact Fees	NIC	
Builder's Risk Insurance	NIC	
Payment & Performance Bonds	NIC	
Owner's & Contractor's Liability Insurance	NIC	
Construction Loan Interest	NIC	
Construction Loan Fees	NIC	
Traffic Impact Fees	NIC	
Topographic Surveys	NIC	\$6,600
Other Land Related Surveys (Tree Survey or As-Built Survey)	NIC	
Geotechnical & Environmental Studies	NIC	\$3,875
Relocation Of Existing Underground Utilities	NIC	
Title Insurance	NIC	
Legal & Organizational	NIC	
Consultants	NIC	
Cost Segregation Analysis & Support For Same	NIC	
Cost of Electricity After Metered Power Is Provided To Building	NIC	
Initial Land Carrying Cost	NIC	
Other Miscellaneous Soft Costs	NIC	
Contingency	\$0	\$39,530
Total Soft Costs	\$74,585	\$50,005
Total Estimated Project Costs	\$1,317,655	\$50,005

\$1,367,660

See attached accompanying comments

Richland County

Hopkins Magistrate Court Facility

New Facility Construction

Schematic Comments to the Project Development Cost Analysis

April 13, 2018

Items not included in the Schematic Budget, if required, to be furnished by Owner:

Intercom, Security, Television and Communication Systems consists of items such as Intercom Systems, Power Conditioning Equipment, Computer Systems, Paging Systems, Speakers, Security Systems, Security Cameras, Television Monitors, Cable Television Systems, Satellite Television systems, Telephone systems, Teleconferencing systems including cameras and speakers, Cable Tray and Wiring Control Systems, as well as wiring and labor for same.

Furniture, Fixtures and Equipment consists of items such as Window Treatments, Appliances, Kitchen Equipment (Not Only the Kitchen Equipment, but also including Hoods, Ductwork for Hoods, Fans and Fire Suppression for Hoods), Lockers, Soap Dispensers, Clocks, Metal Storage Shelving, Interior and Exterior Signage, Office Equipment, as well as labor for same.

Additional items which may be considered on a project specific basis for inclusion at a later date in the Project Development Cost Analysis are: Fire Pump, the Cost for Excavation/Removal/Replacement of Unsuitable Materials (Rocks, Muck, Etc. – 3000 psi bearing pressure assumed), Site Parking Lot Lighting, Site Landscaping and Irrigation (above Code minimum), Mold and Mildew Remediation, Hazardous Material Abatement, Vending Machines, Tap & Impact Fees, Owner's & Contractor's Liability Insurance, and 3rd Party Special Inspections.

Design fees apply to the civil design for the site work as well as for the architectural and engineering design required for the facility itself. Interior design fees are included for all items installed by GMK per the contract. Examples are carpet, vinyl tile, paint, flooring, doors, hardware for sinks and toilet accessories. Items not included in GMK's contract should have design fees considered in the budget estimate, such as furniture and artwork.

Richland County
Hopkins Magistrate Court Facility
New Facility Construction
Schematic Design List of Inclusions

April 13, 2018

General

Fulltime Field Construction Supervision

Sitework (Allowance) {Provide 25 Parking Spaces}

- Site Clearing and Grubbing
- Strip/Stockpile/Respread Topsoil
- Site Grading (Cut, Fill & Compaction)
- Building and Site Improvements Layout
- Storm Drainage Piping and Structures to Detention Pond
- Potable Water Service (from Utility Main at Property to Building)
- Gravity Sanitary Sewer Service (from Building to Utility Main at Property)
- Electrical Service (from Utility Transformer to Building)
- Concrete Curb and Gutter
- Concrete Sidewalks
- Handicapped Ramps @ Concrete Sidewalks
- Asphalt Paving and Base
- Concrete Parking Stops (HC Parking)
- Handicapped Parking Signs
- Pavement Line Striping and Pavement Markings
- Temporary Erosion Control Measures
- Grassing for Erosion Control
- Temporary Facilities
- Site Cleaning
- Landscaping (per Ordinance)

Concrete

- Building Layout
- Foundation Excavation and Backfill
- Soil Termite Treatment
- Vapor Barrier, Stego Wrap
- Reinforcing Bars at Foundations and Turndowns
- Wire Mesh or Fiber Reinforcement at Slab on Grade
- Perimeter Strip Footing Foundations
- Spread Footing Foundations
- Perimeter Concrete Turndowns
- Concrete Slab on Grade

Slab on Grade Control/Construction Joints
Grouting

Masonry

Brick Ties
Sand and Mortar
CMU Backup @ Foundation Wall below Grade
CMU Blockfill
Face Brick Veneer
Simulated Stone Masonry Accent Bands
Steel Lintels @ Window/Door Openings
ThruWall Flashing & Weeps
Masonry Cleaning
Masonry Control Joints

Metals

Miscellaneous Steel

Carpentry

Wood Stud Framing and Bracing (Exterior and Interior Walls)
Wood Roof Truss Framing and Bracing
Exterior Wall & Roof Sheathing/Decking
Platform and Step Framing @ Courtroom and Judge's Office
Miscellaneous Wood and Metal Blocking and Bridging
Firestopping and Smokestopping
Rough Hardware (Fasteners, Etc.)
Melamine Clad Cabinets and Shelving (Breakrooms)
High Pressure Laminate Countertops (Breakrooms)
Solid Surface Countertops (Bath Vanities & Conference/Jury)
Finish Hardware (Fasteners, etc.)
Special Millwork Judge's Bench (Stain Grade)
Special Millwork Witness/Stenographer Countertop (Stain Grade)
Special Millwork Courtroom Banisters/Railings (Stain Grade)

Thermal and Moisture Protection

Felt Underlayment @ Shingle Roof
Ice & Water Shield Underlayment @ Roof Perimeter and Valleys
Spray Foam Insulation @ New Exterior Walls (per Energy Code)
Spray Foam Insulation @ Roof (per Energy Code)
Sound Batt Insulation at Interior Walls
30 Year Architectural Asphalt Shingle Roofing
Metal Clad Wood Fascia/Frieze Boards
Metal Gutters and Downspouts (at Entry Areas)
Caulking and Sealants

Doors and Windows

- Interior and Exterior Hollow Metal Door Frames
- Exterior Insulation Hollow Metal Doors
- Interior Wood Doors (Stain Grade Birch)
- Aluminum/Glass Storefront Swinging Entry Doors
- Aluminum Framed Exterior Windows with Insulated Glass
- Aluminum Framed Storefront System with Insulated Glass
- Interior Hollow Metal Framed View Windows with Safety Glass (Bullet Proof at Reception Area)
- Finish Hardware (Hinges, Locks, Panic, and Closers was required)
- Glass and Glazing

Finishes

- Hard Coat Stucco on Exterior Gypsum High Walls & Soffit
- Gypsum Board Walls
- Suspended Gypsum Board Ceilings (@ Shower)
- Carpet Tile Flooring (County Standard)
- Luxury Vinyl Tile Flooring (County Standard)
- Rubber Cove Floor Base (County Standard)
- Hard Tile Flooring, Base, and Wall Wainscot (Gang Toilet Rooms & Shower)
- Enamel Paint Interior Walls/Ceilings
- Epoxy Paint Interior Walls (Wet Areas)
- 2 x 2 Acoustical Grid System and Tile (County Standard)

Specialties

- Toilet Accessories (Grab Bars and Mirrors)
- Toilet Partitions and Urinal Screens
- Fire Extinguishers and Cabinets

Mechanical

Plumbing

- Waste and Vent System w/drainage to Site Sanitary Sewer System
- Potable Water Riser and Backflow Preventer
- CPVC Water Lines
- PVC Waste Piping Above and Below Grade
- Stainless Steel Sinks @ Casework, Large @ Breakroom/Conference
- Integral Solid Surface Sinks @ Bath Vanities
- Vitreous China Wall Lavatory Sinks
- Vitreous China Water Closets, Tank Type
- Vitreous China Urinals
- Cast Stone Janitor Mop Sink
- Shower Head Fixture & Drain
- Water Box Fixture @ Break Room
- Finish Trim w/Faucets, Etc.
- Electric Water Heater

Water Cooler, ADA

Heating, Ventilation and Cooling System

HVAC Temperature Requirements to meet all applicable Codes

Design Temperature is Standard 95° Outside/75° Inside

New DX Split System HVAC Units (15 Tons AC)

Sheetmetal & Flex Ductwork

Exhaust Fans

Fire Dampers

Hangers and Supports

Mechanical Insulation

Duct Accessories

HVAC Controls

Testing and Balancing

Electrical

3 Phase Service

Distribution Panels

Power Wiring and Circuitry

Switches, Receptacles and Cover plates

2x4 Lighting Fixtures (LED Lamps)

Fluorescent or LED Recessed Can Lighting Fixtures

Exterior Wall Packs for Site Safety Lighting

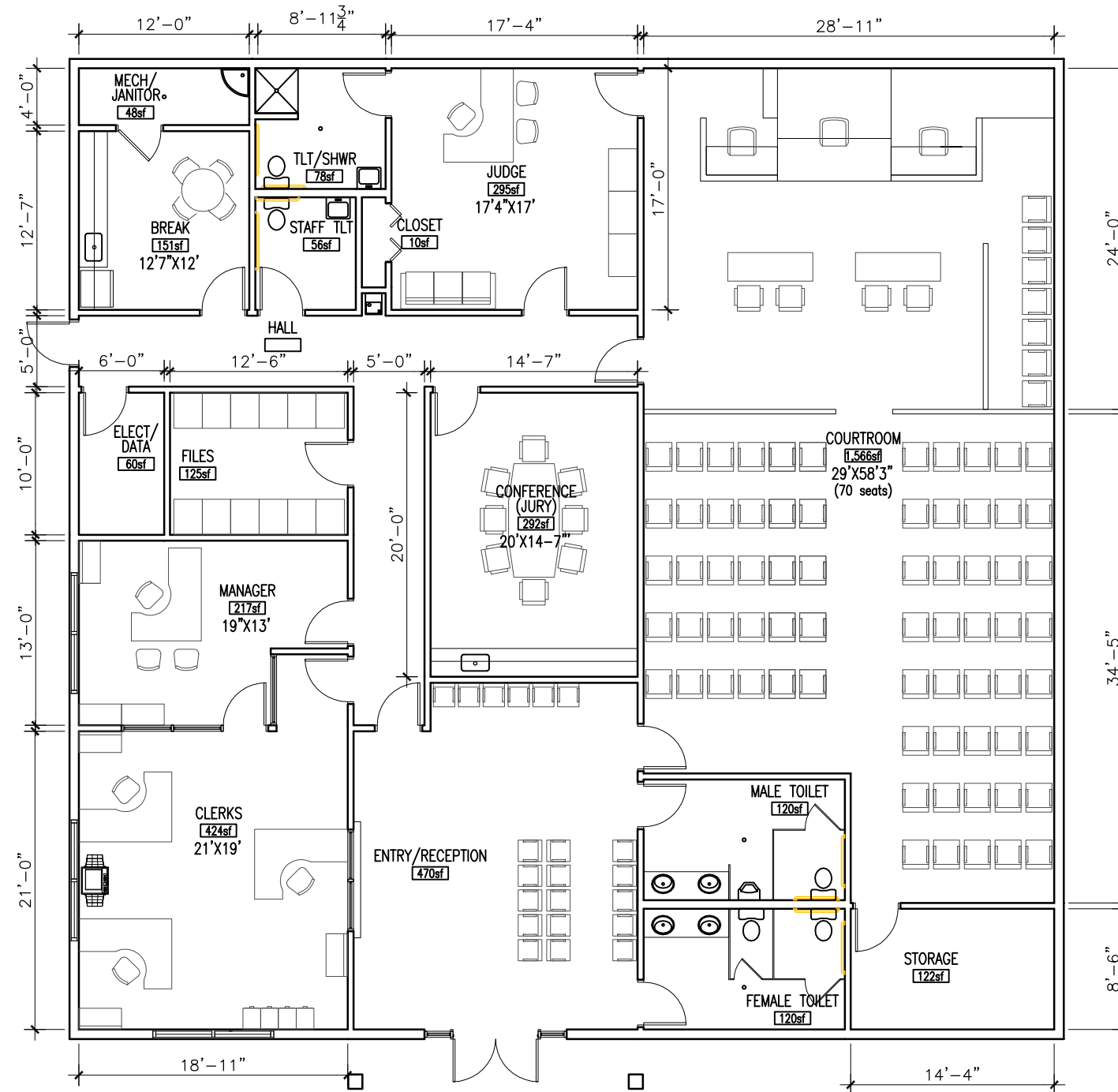
Exit Lights

Emergency Lighting (to meet Life Safety Regulations)

Back Boxes and Conduit for Telephone, Data, and Television to above ceiling (Cable

Tray, Wiring and System Equipment by Others)

Fire Alarm System (to meet Life Safety Regulations)



4,830 GSF

FLOOR PLAN

3/32" = 1'-0"

GMK
ASSOCIATES, INC.
Design/Planning/Construction
1201 Main Street, Suite 2100
Columbia, S.C. 29201
tel. 803-256-0000
fax 803-255-7243

owner



project name
**Richland County
Magistrate's
Offices**
project number
17810.00A

title CONCEPTUAL FLOOR PLAN - Option 7
MAGISTRATE FACILITY
issued for BUDGET UPDATE date 4/3/2018
from _____
drawn by _____ **H-2.1.7**

Consolidated Evaluations			
Evaluation Criteria RC-035-Q-2017 Design-Build for Magistrate's Offices	Maximum Percentage	GMK Associates Inc.	Solid Structures
Capability with Relevant Experience	30		
Evaluator 1		28	20
Evaluator 2		29	15
Evaluator 3		25	0
	90	82	35
Relevant Project Experience	25		
Evaluator 1		25	16
Evaluator 2		23	10
Evaluator 3		25	10
	75	73	36
Responsiveness of Submittal	25		
Evaluator 1		22	22
Evaluator 2		25	15
Evaluator 3		20	10
	75	67	47
Financial Informaiton	20		
Evaluator 1		18	20
Evaluator 2		20	18
Evaluator 3		5	20
	60	43	58
GRANDTOTAL	300	265	176

DRAFT AIA® Document A141™ – 2014

Exhibit A

Design-Build Amendment

GMP VERSION

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the «»Twenty-third day of «»August in the year «»Two Thousand Seventeen (the “Agreement”) (In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Richland County Magistrate’s Offices – County Wide Improvements
Richland County, SC «DB Master Templates»
«»

THE OWNER:

(Name, legal status and address)

Richland County
2020 Hampton Street
Columbia, SC 29201
«»«»
«»

THE DESIGN-BUILDER:

(Name, legal status and address)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201
«»«»
«»

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 MISCELLANEOUS PROVISIONS

ARTICLE A.1 CONTRACT SUM

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section A.1.2 below

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum for Design Services and ~~Construction~~, Construction, subject to authorized adjustments as provided in the Design-Build Documents, is as follows:

§ A.1.2.1.1 Design Services. For the Design-Builder's performance of the Work as described in Section 4.1 of the Agreement, the Owner shall pay the Design-Builder in current funds the amount of:

§ A.1.2.1.2 Construction. The Stipulated Sum for Construction shall be ().

§ A.1.2.2 The Stipulated Sum is guaranteed by the Design-Builder not to exceed the above-stated amount, subject to additions and deductions by changes in the work as provided in the final design-build documents. Such maximum sum is referred to in the Design-Build documents as the Guaranteed Maximum Price. Reasonably expected costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ A.1.2.3 The Stipulated Sum will be converted to a Lump-Sum Price at the conclusion of the Construction Documents and be incorporated into this Agreement by Amendment.

§ A.1.2.4 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

« »

§ A.1.2.5 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A.1.2.6 Allowances, if any, are as follows:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both)

Allowance	Amount (\$ 0.00)	Included Items
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ A1.2.7 Assumptions or qualifications, if any, on which the Stipulated Sum is based, are as follows:

§ A.1.3 Payments

§ A.1.3.1 Progress Payments

§ A.1.3.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.3.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ A.1.3.1.3 Provided that an Application for Payment is received not later than the «first» day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the «fifteenth» day of the «same» month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than «fifteen» («15») days after the Owner receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.3.1.4 With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.3.1.5 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.3.1.6 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.3.1.7 In the event that the Owner's Lender engages the services of an independent inspection service for the payment application approval process, the Design-Builder has the right to approve the firm or individual selected to perform the inspection services.

§ A.1.3.2 Progress Payments—Stipulated Sum

§ A.1.3.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.3.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «zero» percent («0» %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 5.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «zero» percent («0» %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 8.4 of the Agreement.

§ A.1.3.2.3 The progress payment amount determined in accordance with Section A.1.3.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 8.7.5 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 8.9.3 of the Agreement.

§ A.1.3.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.3.2.2.1 and A.1.3.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

« »

§ A.1.3.3 Final Payment

§ A.1.3.3.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 8.9 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than « » (« ») days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

« »

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

<< >>

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

<< >>

§ A.3.1.5 Design-Builder's assumptions and clarifications:

<< >>

§ A.3.1.6 Deviations from the Project Criteria as adjusted by a Modification:

<< >>

§ A.3.1.7 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

<< >>

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

Project Manager

<< >>

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

<< >>

ARTICLE A.5 MISCELLANEOUS PROVISIONS

§ A.5.1 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to

furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.

OWNER *(Signature)*

« »« »

(Printed name and title)

DESIGN-BUILDER *(Signature)*

Thomas P. Monahan, Chairman/Treasurer

(Printed name and title)

DRAFT AIA® Document A141™ - 2014

Standard Form of Agreement Between Owner and Design-Builder

GMP VERSION

AGREEMENT made as of the «→Twenty-third day of «→August in the year «→Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

Richland County
2020 Hampton Street
Columbia, SC 29201

«→«→»
«→»
«→»
«→»

and the Design-Builder:
(Name, address and other information)

GMK Associates Design-Build Division, Inc.
1201 Main Street
Suite 2100
Columbia, SC 29201

«→«→»
«→»
«→»
«→»

for the following Project:
(Name, location and detailed description)

Richland County Magistrate's Offices – County Wide Improvements
Richland County, SC «DB Master Templates»

«→»
«→»

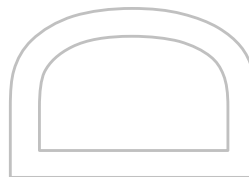
The Owner and Design-Builder agree as follows.



ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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- 6 OWNER'S RESPONSIBILITIES
- 7 TIME
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Project Criteria set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

« »

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

« »

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§ 1.1.3 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

« »

§ 1.1.4 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

(Provide total for Owner's budget, and if known, a line item breakdown of costs.)

« »

§ 1.1.5 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

« »

.2 Submission of Design-Builder Proposal:

« »

.3 Phased completion dates:

« »

.4 Substantial Completion date:

« »

.5 Other milestone dates:

« »

§ 1.1.6 Additional Owner's Criteria upon which the Agreement is based:

(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

« »

§ 1.1.7 The Design-Builder shall confirm that the information included in the Project Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.7.1 If the Project Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.8 If there is a change in the Project Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 1.1.9 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™-2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 6.1.1:

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(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.2 The persons or entities, in addition to the Owner’s representative, who are required to review the Design-Builder’s Submittals are as follows:
(List name, address and other information.)

« »

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 2.1.2:
(List name, address and other information.)

« »
« »
« »
« »
« »
« »

§ 1.2.4 Neither the Owner’s nor the Design-Builder’s representative shall be changed without ten days’ written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 13.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 13.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)
- « »

§ 1.4 Definitions

§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the “Agreement”); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term “Work” means the design, construction and related services required to fulfill the Design-Builder’s obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as “confidential.”

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 2.1 General

§ 2.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

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§ 2.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 2.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 2.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 2.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 5.

§ 2.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 2.1.5 **General Consultation.** Upon the Owner's request the Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 2.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 2.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 2.1.8 **Progress Reports** The Design-Builder shall keep the Owner informed of the progress and quality of the Work.

§ 2.1.9 Design-Builder's Schedules

§ 2.1.9.1 The Design-Builder shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 2.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 2.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall

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not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 2.1.11 Design-Builder's Submittals

§ 2.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 2.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 2.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 2.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 2.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 2.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, related to the Work, shall bear the Design-Builder's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 2.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 2.1.13 Royalties, Patents and Copyrights

§ 2.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 2.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 2.1.14 Indemnification

§ 2.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but

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not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.1.14.

§ 2.1.14.2 The indemnification obligation under this Section 2.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 2.1.15 Contingent Assignment of Agreements

§ 2.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Section 12.1.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 2.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 2.1.15.3 Upon such assignment to the Owner under this Section 2.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 2.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 3.

ARTICLE 3 INSURANCE AND BONDS

§ 3.1 General. The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Article 3. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

§ 3.2 Design Builder's Insurance and Bonds

§ 3.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 10.2.2.1 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ 3.2.1.1 Commercial General Liability with policy limits of not less than ~~One Million Dollars~~ (\$ ~~1,000,000~~) for each occurrence and ~~Two Million Dollars~~ (\$ ~~2,000,000~~) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and

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.5 contractual liability applicable to the Design-Builder's obligations under Section 2.1.14 of the Agreement.

§ 3.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than ~~«→One Million Dollars (\$ «→1,000,000)~~ per claim and ~~«→One Million Dollar (\$ «→1,000,000)~~ in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section 3.2.1.2, along with any other statutorily required automobile coverage.

§ 3.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 3.2.1.1 and 3.2.1.2.

§ 3.2.1.4 Workers' Compensation at statutory limits.

§ 3.2.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ 3.2.1.6 Pollution Liability covering performance of the Work, with policy limits of not less than ~~« » (\$ « »)~~ per claim and ~~« » (\$ « »)~~ in the aggregate.

§ 3.2.1.6.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections 3.2.1.5 and 3.2.1.6, with combined policy limits that are not less than ~~«→Two Million Dollars (\$ «→2,000,000)~~ per claim and ~~«→Five Million Dollar (\$ «→5,000,000)~~ in the aggregate.

§ 3.2.1.7 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article 3.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.2.1.8 **Additional Insured Obligations.** Upon request the Owner be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ 3.2.1.9 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article 3.2: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 8.9.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 3.2.1. If requested the certificates will show the Owner as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ 3.2.2 **Performance Bond and Payment Bond**

§ 3.2.2.1 If requested by the Owner the Design-Builder shall provide surety bonds as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)

§ 3.2.2.2 If requested, the cost of the Performance and Payment Bonds will be paid by the Owner.

§ 3.2.2.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 3.3 Owner's Insurance

§ 3.3.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 3.3.2 Property Insurance

§ 3.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial Completion in accordance with Section 8.7 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section 3.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 10.2.2 of the Agreement.

§ 3.3.2.1.1 The insurance required under Section 3.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ 3.3.2.1.2 If the insurance required under Section 3.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 3.3.2.1.3 The insurance required under Section 3.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 3.3.2.1.4 Partial occupancy or use in accordance with Section 8.8 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section 3.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 3.3.2.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance, required by the Design-Build Documents or by law. This insurance shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section 3.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ 3.3.2.3 If the Owner does not intend to purchase the insurance required under Sections 3.3.2.1 and 3.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

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§ 3.3.2.4 Loss of Use Insurance. At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Article 3.

§ 3.3.2.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 3.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 3.3.2.6 Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section 3.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article 3.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ 3.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 4.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 3.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 4.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 3.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 3.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ 3.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 5 of the Agreement.

§ 3.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

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§ 3.4 Special Terms and Conditions

Special terms and conditions that modify this Insurance and Bonds Article 3, if any, are as follows:

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ARTICLE 4 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 Construction Documents

§ 4.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 4.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 4.2 Construction

§ 4.2.1 **Commencement.** Except as permitted in Section 4.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 4.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 4.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 4.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 4.3 Labor and Materials

§ 4.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 4.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 5.

§ 4.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 4.4 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 4.5 Permits, Fees, Notices and Compliance with Laws

§ 4.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

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§ 4.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 4.5.3 **Concealed or Unknown Conditions.** If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 13.

§ 4.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 13.

§ 4.6 Allowances

§ 4.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 4.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 4.6.2.1 and (2) changes in Design-Builder's costs under Section 4.6.2.2.

§ 4.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 4.7 Key Personnel, Contractors and Suppliers

§ 4.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 4.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 8.9.2 as a record of the Work as constructed.

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§ 4.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 4.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 4.11 Cleaning Up

§ 4.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 4.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 4.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 4.13 Construction by Owner or by Separate Contractors

§ 4.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 4.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 13.

§ 4.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 4.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 4.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 4.14 Mutual Responsibility

§ 4.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 4.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate

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contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 4.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 4.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 9.2.5.

§ 4.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 4.10.

§ 4.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 General

§ 5.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 5 and elsewhere in the Design-Build Documents.

§ 5.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 5.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 5.2 Change Orders

§ 5.2.1 A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum ; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 5.2.2 If the Owner requests a proposal for a change in the Work from the Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse the Design-Builder for any costs incurred for estimating services, design services or preparation of proposed revisions to the Design-Build Documents.

§ 5.3 Change Directives

§ 5.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum, and Contract Time being adjusted accordingly.

§ 5.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 5.3.3 If the Change Directive provides for an adjustment to the Contract Sum the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

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- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 5.3.7.

§ 5.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 5.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 5.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 5.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 5.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 5.3.7 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 5.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 5.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 13.

§ 5.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 6 OWNER'S RESPONSIBILITIES

§ 6.1 General

§ 6.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 6.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 6.2 Information and Services Required of the Owner

§ 6.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 6.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. The Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 6.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 6.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 6.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 6.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 6.2.7 The Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 6.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 6.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 6.2.10 The Owner shall purchase and maintain insurance as set forth in Article 3.

§ 6.3 Submittals

§ 6.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 2.1.11, 2.1.12, and 4.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 6.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 6.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 14.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 6.7 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 10.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 4.13.1.3.

§ 6.8 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 7 TIME

§ 7.1 Progress and Completion

§ 7.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

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§ 7.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 7.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 7.2 Delays and Extensions of Time

§ 7.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 7.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 13.

§ 7.2.3 This Section 7.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 8 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 8.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 8.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 8.3 Applications for Payment

§ 8.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 8.3.1.1 As provided in Section 5.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 8.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 8.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 8.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further

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warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 8.4 Decisions to Withhold Certification

§ 8.4.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder in writing, within seven days after receipt of the Design-Builder's Application for Payment. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 8.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 8.4.3 If the Owner withholds certification for payment under Section 9.4.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 8.5 Progress Payments

§ 8.5.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 8.5.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 8.5.3 The Owner shall have no obligation to pay or to see to the payment of money to a Contractor except as may otherwise be required by law.

§ 8.5.4 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Section 8.5.2.

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§ 8.5.5 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 8.5.6 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 8.6 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 8.7 Substantial Completion

§ 8.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 8.7.1.1 Upon receipt of the Certificate of Occupancy from the Local Authority (temporary or final) and upon acceptance of the building by the Healthcare Facility Construction Division of the State Governing Authority, the building shall be deemed substantially complete. Inspections and approval by the Center for Medicare and Medicaid Services Health Facilities Construction Division, Licensing and Certification is the responsibility of the Owner.

§ 8.7.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 8.7.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 8.7.4 Prior to issuance of the Certificate of Substantial Completion, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 8.7.5 A Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 8.8 Partial Occupancy or Use

§ 8.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is

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consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 8.7.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 8.8.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 8.8.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 8.9 Final Completion and Final Payment

§ 8.9.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 8.9.2, promptly issue a final Certificate for Payment.

§ 8.9.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 8.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 8.9.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

§ 8.9.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

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ARTICLE 9 PROTECTION OF PERSONS AND PROPERTY

§ 9.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 9.2 Safety of Persons and Property

§ 9.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 9.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 9.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 9.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 9.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 9.2.1.2 and 9.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 9.2.1.2 and 9.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.2.14.

§ 9.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 9.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 9.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 9.3 Hazardous Materials

§ 9.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon

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recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 9.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 9.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 9.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 9.3.4 The Owner shall not be responsible under this Section 9.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner. The Owner shall be responsible for materials or substances required by the Owner, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 9.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 9.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 9.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 9.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 10 UNCOVERING AND CORRECTION OF WORK

§ 10.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 10.2 Correction of Work

§ 10.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 10.2.2 After Substantial Completion

§ 10.2.2.1 In addition to the Design-Builder's obligations under Section 2.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 8.8.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 6.8.

§ 10.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 10.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 10.2.

§ 10.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 10.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 10.2.5 Nothing contained in this Section 10.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 10.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 10.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 11 COPYRIGHTS AND LICENSES

§ 11.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed

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ARTICLE 12 TERMINATION OR SUSPENSION

§ 12.1 Termination or Suspension Following Execution of the Design-Build Amendment

§ 12.1.1 Termination by the Design-Builder

§ 12.1.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 6.2.7.

§ 12.1.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 12.1.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 12.1.1.3 If one of the reasons described in Section 12.1.1.1 or 12.1.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 12.1.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 12.1.1.3.

§ 12.1.2 Termination by the Owner For Cause

§ 12.1.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .2 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 12.1.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 2.1.15; and

- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 12.1.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 12.1.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 12.1.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 12.1.3 Suspension by the Owner for Convenience

§ 12.1.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 12.1.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 12.1.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 12.1.4 Termination by the Owner for Convenience

§ 12.1.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 12.1.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 12.1.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 13 CLAIMS AND DISPUTE RESOLUTION

§ 13.1 Claims

§ 13.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 13.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 9 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 13.1.2.

§ 13.1.3 Notice of Claims

§ 13.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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§ 13.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 8.9.4 or 8.9.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 13.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 13.2.1 shall not apply.

§ 13.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 8.6 and Article 12, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 13.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 9.4.

§ 13.1.6 Claims for Additional Time

§ 13.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 13.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 13.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 12. Nothing contained in this Section 13.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 13.2 Initial Decision

§ 13.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 9.3 and 9.4 of the Agreement and Sections 3.3.2.9 and 3.3.2.10, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 13.2.2 Procedure

§ 13.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 13.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 13.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 13.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 13.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 13.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 13.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 13.2.6.1.

§ 13.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 13.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 13.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 13.3 Mediation

§ 13.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 8.9.4, 8.9.5, and 13.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 13.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 13.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 13.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 13.4 Arbitration

§ 13.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 13.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 13.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 13.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 13.4.4 Consolidation or Joinder

§ 13.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 13.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 13.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 13.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 13.4.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 14.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 14.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 2.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 14.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or

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User Notes: (1782667082)

certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 14.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 14.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 14.5 Tests and Inspections

§ 14.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 14.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 14.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 14.5.3, shall be at the Owner's expense.

§ 14.5.3 If such procedures for testing, inspection or approval under Sections 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 14.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 14.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 14.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 14.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 14.6.1.

§ 14.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 14.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 14.8 Interpretation

§ 14.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 14.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed

.6 Other:

« »

This Agreement entered into as of the day and year first written above.

Richland County

GMK Associates Design-Build Division, Inc.

Formatted: Font: Arial Narrow, Bold

OWNER (Signature)

« »

(Printed name and title)

DESIGN-BUILDER (Signature)

Thomas P. Monahan, Chairman/Treasurer

(Printed name and title)



2020 Hampton Street • Room 3063A
Columbia, SC 29204
(803) 576-2083

October 17, 2017

The Honorable Donald Simons
Richland County Council

Dear Chief Judge Simons and Members of Council:

Richland County Conservation Commission (RCCC) has been informed that a parcel of county-owned land on Lower Richland Blvd. and Air Base Road is a likely candidate for the new Hopkins Magistrate's office.

Since RCCC is charged with promoting passive, outdoor, nature-based recreation and promoting tourism that emphasizes the natural, cultural, and historical resources of the county, the Commission undertook the development of a plan for Lower Richland Tourism. The goal is to create a sustainable, inclusive tourism economy that builds on and strengthens local nature and heritage assets. The plan focuses particular attention on two large county-owned properties – Mill Creek and Cabin Branch. Draft recommendations for the Cabin Branch tracts, of which the parcel of interest is included, call for developing a framework for agritourism and nature-based tourism due to the agricultural lands on and surrounding the tract and the riparian areas of Cabin Branch. In addition to trails, trailheads, and interpretive signage for the tracts, the draft concept plan calls for a farm-to-table restaurant on the parcel at Lower Richland Blvd. and Air Base Road (# 6 on the attached map). The draft recommends:

The County should incentivize local Lower Richland-based entrepreneurs to develop and operate a farm-to-table restaurant on site that both complements the nature/agricultural interpretive trails on the rest of the Cabin Branch property, and also provides economic benefit for the local economy by providing a food service for visitors that features food grown in Lower Richland.

The consultant's proposal meshes well with the agricultural and rural center recommendations in the Lower Richland Master Plan.

The parcel is a 33-acre site with a fallow ag field, wetlands, and a mixed pine/hardwood stand of trees. RCCC believes there is room for both the magistrate's office and a restaurant if they are sensitively located and low impact development (LID) practices are used to manage stormwater. EPA describes LID as "an approach to land development that works with nature to manage stormwater as close to its source as possible" with the goal of protecting water quality. There are several practices or techniques for LID, some of which were implemented at Richland County Decker Center. Rain gardens and bioretention cells collect runoff, allowing it to infiltrate into the soil or leave the site cleaner. Permeable pavement allows stormwater to filter through the parking surface to the underlying soil. Vegetated rooftops are another option.

Conserving Richland County's Natural and Historic Legacy

Staff of the Conservation and Stormwater Divisions would be happy to work with you on planning/site design work for a new magistrate's office with the goal of preserving room for a potential farm-to-table restaurant, protecting wetlands, and minimizing stormwater runoff through LID practices.

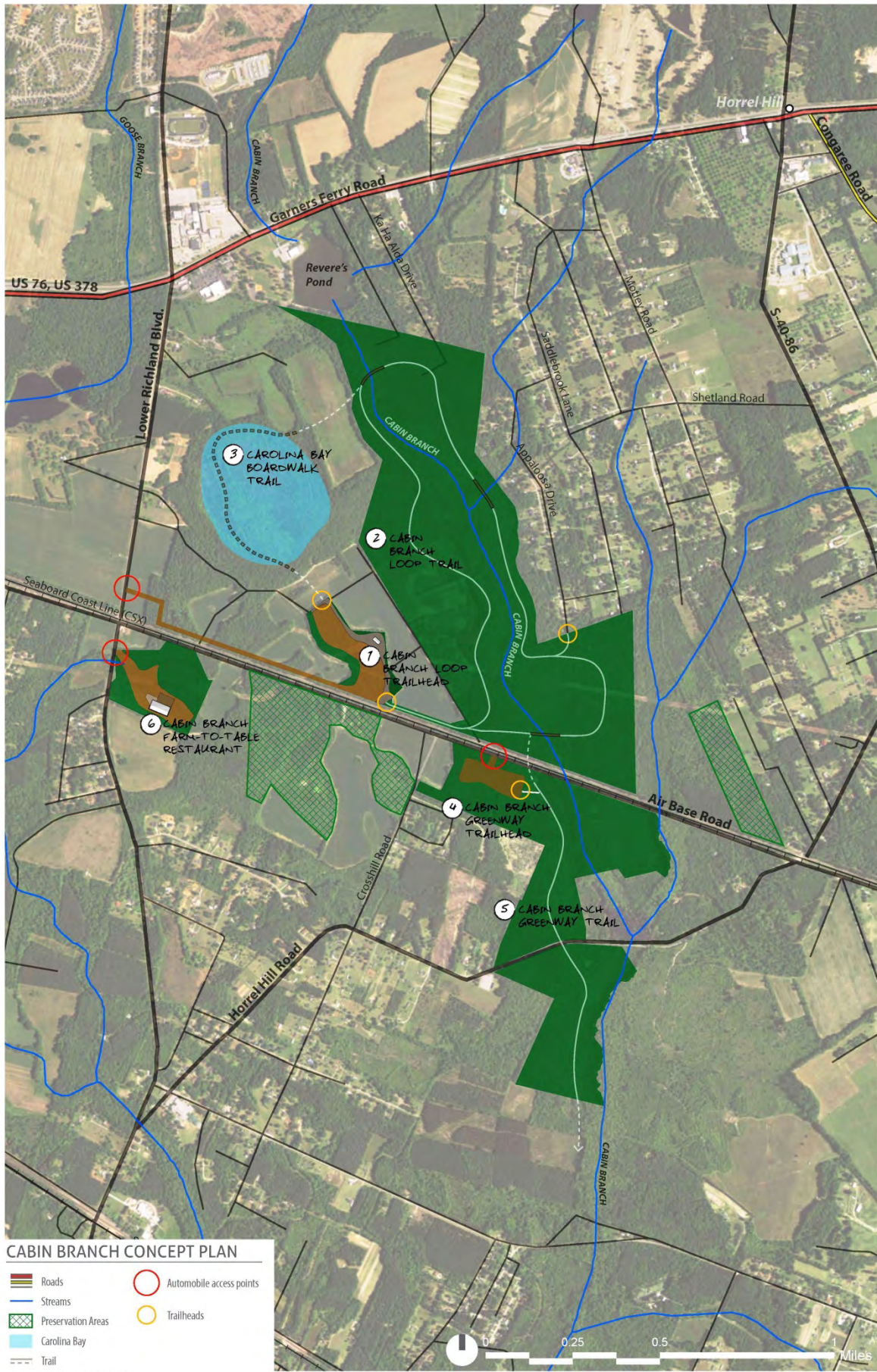
Please let us know what further information would be helpful and how we can work together.

Sincerely,



Carol Kososki,
RCCC Chair

CC: County Administrator Gerald Seals
Synithia Williams, Stormwater Division Manager



Richland County Council Request for Action

Subject:

Memorandum of Agreement with Hughes Lake Owners' Association for Storm Drainage Pipe Replacement

Notes:

April 24, 2018 – The committee recommended Council approve the negotiation and execution of a MOU and the subsequent payment of \$15,000 to the Association.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

March 27, 2018 Administration and Finance Committee Meeting Briefing Document Memorandum of Understanding (MOU) with the Hughes Lake Owners' Association for Storm Drainage Pipe Replacement

Agenda Item

Council is requested to authorize staff to negotiate and execute a Memorandum of Understanding (MOA) with the Hughes Lake Owners' Association for storm drainage pipe replacement.

Background

During the 2015 Flood, Hughes Lake suffered damage to the dam outlet structure and to some of the storm drainage piping that carries the pond's discharge as well as stormwater runoff from the County roadway to a creek outfall. Please see the attached map. The staff of the County Engineer was contacted by the Association to repair the 24" diameter pipe in this area. Maintenance of this drainage pipe is a County responsibility.

The County Roads and Drainage Maintenance staff attempted to repair the pipe, but it was in such poor condition and its location at the toe of the Hughes Lake dam made it prohibitive for our County maintenance forces to make the repair. The County will have to hire an engineer and advertise for bids from a private contractor to affect the necessary repairs. It is estimated that this approach may take several months to complete.

The County staff informed the Association of the situation. The association requested to let their engineer, who is also designing repairs and upgrades to the dam due to requirements of SCDHEC, design the repairs and have their contractors make the repair to the County's pipe also. The Association requested the Richland County to contribute \$15,000 toward the pipe repair and improvements. This amount is equal to approximately half of the estimated pipe replacement cost of \$30,000.

After staff review and consideration, we believe that this is a prudent course of action which, carefully monitored and managed, would not set a negative precedent and could be effectively administered by a simple Memorandum of Agreement (MOU) to be negotiated between the County and the Association.

Issues

There are no other issues.

Fiscal Impact

The \$15,000 will be funded from the Roads Maintenance Construction current fiscal year budget and the funds are available.

Past Legislative Actions

None

Alternatives

1. Approve the negotiation and execution of a MOU and the subsequent payment of \$15,000 to the Association.
2. Do not approve the negotiation and execution of MOU and the subsequent payment of \$15,000 to the Association.

Staff Recommendation

It is recommended that Council approve the authorization of the staff to negotiate and execute a MOU and the payment of \$15,000 to the Association.

Submitted by: Department of Public Works

Date: February 15, 2018

MEMORANDUM AGREEMENT

THIS MEMORANDUM AGREEMENT (this "Agreement") to be effective as of April _____, 2018, by and between Hughes Lake Owner's Association, a South Carolina non-profit association (the "Association") and Richland County, South Carolina, a political subdivision of the State of South Carolina (the "County").

BACKGROUND

On or about August 15, 2016, the Association granted the County an Easement and Right of Way for Existing Drainage covering a storm water drainage line running from the northeastern terminus of Aiken Hunt Circle to Gills Creek as more fully shown on the plat included in Exhibit A attached hereto. This easement provided that the County agreed to maintain and repair the drainage system in reasonable condition and repair. After acceptance of this easement by the County, the County discovered that the drainage line located within the easement area was in a condition that required significant repair or replacement and advised the Association that it was not in a position to accomplish either in fiscal year 2017-2018, then estimated cost of repair by adding a liner, which may not solve long term issues, was in excess of \$30,000. Subsequent to receiving this information, the Association received a bid for replacement of the storm water drainage line with a HDPE drainage pipe system from C & K Trucking and Crew, LLC for \$32,000. In November, 2017, the Association proposed to the County in the letter attached hereto as Exhibit A, that the Association would be responsible for half of the cost of replacing the storm water drainage line if the County would pay for the other half. After further negotiations concerning this matter, the County has agreed to pay \$15,000 towards the replacement of the drainage line. Based upon these circumstances, the Association has accepted the County's offer. To proceed with the payment by the County, the parties deem it appropriate to enter into this Agreement.

NOW, THEREFORE, the Association and the County do hereby agree as follows:

1. The Association will undertake engineering drawings necessary for the replacement of the storm water drainage line from P. E. Dan Creed and receive approval of the County for such replacement using the HDPE drainage pipe system as described in Exhibit A attached hereto, or a comparable product. The County will review and, if acceptable to the County, provide its written approval to the engineering drawings and the specifications required for the pipe replacement before any construction is commenced.
2. The Association will contract with a licensed professional engineer to supervise the installation of the replacement drainage pipe and provide any necessary information to the County which may be requested during the construction process. In addition, the County shall have access to the worksite throughout the construction process to inspect the installation of the drainage pipe.
3. The Association will be responsible for all costs associated with the installation of the drainage pipe and maintenance of the pipe during the one year warranty period provided by the contractor selected by the Association.

4. Before construction commences, the Association will receive a firm bid for the work from the contractor and enter an appropriate construction contract with a one year warranty period.

5. The Association shall be the responsible party for assuring completion of the installation of the drainage pipe in accordance with the plans and specifications approved by the County and for all repair work during the one year warranty period.

6. Before the commencement of any repair work by the contractor, a firm price will be obtained for the completion of the work incorporating the plans and specifications. Upon the fixed price being established, the County will be notified and will remit the sum of \$15,000 to Nexsen Pruet, LLC, to be held in escrow along with all additional funds hereafter required to be provided by the Association. The Association agrees that upon receipt of the County's fund by Nexsen Pruet, LLC, the Association will deposit with Nexsen Pruet, LLC an amount equal to 110% of the contract price for the drain pipe installation, less the \$15,000 remitted by the County. Both the County funds and the Association funds will be held in escrow and remitted to the contractor in accordance with the construction contract as construction proceeds.

7. Should any dispute or issue arise during the installation process with the contractor, regarding performance or payment, the Association and the engineer shall resolve the matter. The Association shall notify the County of any material dispute and provide such information to the County as may be requested by the County from time to time regarding the dispute, include a report on final resolution thereof. In any event, the County's sole responsibility shall be to remit the \$15,000 set forth herein and the Association shall have full responsibility for all additional amounts that may be incurred above the escrow deposit it is required to make to Nexsen Pruet, LLC to assure proper completion of the drainage line and payment therefor.

8. The Association agrees that it shall not look to the County for any amounts beyond the \$15,000 in connection with the replacement of the drain pipe and releases the County from any further obligation of any nature with respect to repair or replacement of the drain pipe as specified in the easement until after the end of the one year warranty period. The Association assumes sole responsibility for the installation of the drain line and for all repair and maintenance work during the one year warranty period with the County to reassume maintenance and repair obligations only after the one year warranty period.

9. The County will be named as a third party beneficiary of all warranty rights that the Association has against the contractor with respect to installation of the drain pipe and shall be entitled to enforce such obligations against the contractor; provided, however, that such rights shall not exist until after the expiration of the one year warranty period, during which the Association shall be solely responsible for maintenance and repair of the replacement drainage line.

10. The County and the Association will join in an appropriate escrow agreement with Nexsen Pruet, LLC before any funds are deposited either by the County or the Association. Should any matter arise concerning the handling of escrow funds, Nexsen Pruet, LLC shall not be obligated to undertake any action without the mutual consent of the Association and the County.

11. This Agreement shall not be effective unless approved by all appropriate governmental action of the County.

12. This Agreement shall not be modified or amended except in writing by the parties hereto.

EXECUTED to be effective as of the day and year first above written.

ASSOCIATION:

Hughes Lake Owners' Association

By: _____
Its: _____

COUNTY:

Richland County, South Carolina

By: _____
Its: _____

EXHIBIT A

Edward G. Menzie
Member
Admitted in SC

November 27, 2017

Mr. Stephen S. Staley, P.E.
County Engineer
Richland County Department
Of Public Works
400 Powell Road
Columbia, SC 29203

Re: Easement and Right of Way for Existing Drainage from Hughes Lake
Owners' Association to Richland County recorded in Book 2139 at Page 349
(the "Easement") (copy attached)

Dear Mr. Staley:

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

As you are aware, I am the president of the Hughes Lake Owners' Association (the "Association") and am writing to advise you that the Association is extremely disappointed in the decision of Richland County not to repair or replace the existing storm water drainage line that is covered by the Easement and located directly below the Hughes Lake dam. Please note in the third paragraph from the bottom of page 1 of the Easement that Richland County is obligated to "maintain and repair the drainage system in reasonable condition and repair" While the Association understands that the repair cost is more than anticipated, there is no financial limit on the County's obligation. Furthermore, the continued dangerous condition of the drainage pipe has the potential to jeopardize the integrity of the Hughes Lake dam, which could be catastrophic to persons who reside below the dam and portions of I-20. Based on these circumstances, we believe that it is imperative that the Association come to some resolution with the County as to repair of the storm water drainage line immediately so that repairs can be undertaken.

We appreciate the County's assistance with respect to this situation and you rightly pointed out that the storm drainage line is used as a part of the overflow system for Hughes Lake. However, the line also serves as a storm drainage system for a number of roadways in Section 7 of WildeWood. Based upon the very substantial water coming in from the County roadways, the County has a clear responsibility as to storm water. However, so that the Association might move forward immediately, the Association is

1230 Main Street
Suite 700 (2B201)
PO BOX 2428
Columbia, SC 29202
www.nexsenpruet.com

T 803-253-8219
F 803.727.1479
E EMenzie@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

NPCOLI:6339308.1-LT-(EGM) 900000-00119

Mr. Stephen S. Staley, P.E.
November 27, 2017
Page 2

willing to share the cost of the repairs to the storm water drainage on a 50/50 basis, as long as the County also provides its approval and assists with engineering drawings for a replacement line using black PVC double-lined pipe. This has all been spelled out in a previous email I sent you along with an estimated price of \$32,000. While this price might go up slightly, which is far less than installing new concrete pipe and probably less than it would even cost to put a liner in the pipe, which would have a very limited life. I attach information on the proposed pipe for your convenience in reviewing this matter.

We trust that a 50/50 split on the repair costs, as well as providing engineering assistance, is a fair resolution of this matter for the concern of both parties and avoids the need for the Association to enter into litigation with the County regarding its obligation to "maintain and repair of said drainage system in a reasonably good and workmanlike manner." I look forward to hearing from you with regard to this matter at your earliest convenience.

Very truly yours,

Edward G. Menzie

EGM/tjs

cc: Hughes Lake Owners' Association Board of Directors

ORIGINAL

PUBLIC WORKS

Book 2139-349
2016080834 08/18/2016 14:54:53:009 Easement
Fee: \$0.00 County Tax: \$0.00 State Tax: \$0.00

THE STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

EASEMENT AND RIGHT OF WAY
For Existing Drainage

2016080834
John T. Hopkins II
Richland County R.O.D.

KNOWN ALL MEN BY THESE PRESENTS, that HUGHES LAKE OWNERS' ASSOCIATION,, a South Carolina nonprofit corporation, whose mailing address is 100 Aiken Hunt Circle Columbia, SC 29223 (the "Grantor"), of the County and State aforesaid, for and in consideration of the sum of one (\$1.00) dollar to the Grantor paid by RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (the "Grantee"), the receipt whereof is hereby acknowledged, and in further consideration of the agreements and conditions hereinafter contained do mutually agree as follows:

That the Grantor does hereby grant unto the Grantee, its successors and assigns, an easement and rights-of-way fifteen (15) feet in width, as shown on Exhibit "A" attached hereto and incorporated herein by reference, over and across the lands hereinafter described for the purpose of constructing, maintaining and/or improving a drainage system for conveyance of storm water runoff across, through and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches, and the further right to remove trees, bushes, undergrowth, crops and/or other obstructions interfering with the construction, maintenance and/or improvement of said drainage system within the below defined easement. All areas affected by said work will be restored to its pre-existing conditions, or as close as pre-existing as possible:

DESCRIPTION: SEE ATTACHED EXHIBIT "A" FOR LOCATION OF FIFTEEN (15) FOOT EASEMENT AREA AND THE GRANTOR'S LANDS

Also, the right of ingress and egress across the real property of the Grantor, including construction equipment, for all purposes related to the easement granted hereby.

SPECIAL PROVISIONS: TO HAVE AND TO HOLD the said easement and rights-of-way unto the Grantee, its successors and assigns, forever upon the following conditions:

The Grantor understands and acknowledges that said drainage system was not designed or constructed by the Grantee; that said drainage system may not have been designed or constructed in accordance with standards currently required by the Grantee; that the structural integrity of said drainage system may be deficient; that the hydraulic capacity of said drainage system may be inadequate; that the Grantee do not hold itself out to perform, nor does it have equipment and material or appropriations of money to correct all of the aforementioned deficiencies; and it is therefore agreed as one of the material considerations and inducements for acceptance of said drainage system by the Grantee, that the Grantor does hereby assume all risks of loss, damage, destruction or claims, of every kind, past, present or future, suffered by Grantee, its successors and assigns, resulting from the aforementioned deficiencies.

And the Grantor, for itself and for its successors and assigns, does hereby further agree to save and hold harmless and release the Grantee, its successors and assigns, from all such losses, damages, destruction and claims hereinabove specified.

And the Grantee, for itself and its successors and assigns, does hereby agree to maintain and repair said drainage system in a reasonably good and workmanlike manner, and to restore the property affected as nearly as practicable to its prior condition upon completion of maintenance or construction work.

And the Grantor warrants that it is the lawful owner of the real property upon which the aforesaid easement is granted and that the Grantor has the right to convey the foregoing easement, with the subject real property being free and clear of all liens and encumbrances of whatsoever kind of nature.

And the Grantor does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the foregoing easement unto the Grantee, its successors and assigns, against the Grantor, its successors and assigns, and against any other person lawfully claiming or to claim the same or any part thereof.

WITNESS the hand and seal of the Grantor this 15th day of August, 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

HUGHES LAKE OWNERS' ASSOCIATION

Mollie L Roche
.....
1st witness

By: Edward G Menzie (SEAL)
Signature of Officer of Hughes Lake Owners' Association

Judith Stealy
.....
2nd witness

Edward G. Menzie - President
.....
Print Officer's Name and Title

THE STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE (Grantor)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within-name Grantor by its officer(s) or partner(s) as its act and deed, sign, seal and deliver the within Easement; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 15th.....
day of August.....2016

Mollie L Roche
.....
(1st Witness)

Judith Stealy (Seal)
Notary Public for South Carolina,
MCE February 5th 2018.....

GRANTEE

RICHLAND COUNTY, SOUTH CAROLINA

Al Sead
.....
1st witness

By: Steve Stealy (SEAL)
County Engineer

Andy E Spud
.....
2nd witness

PER AUTHORITY GRANTED BY RICHLAND
COUNTY COUNCIL ON JULY 21, 1982.

THE STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

PROBATE (Grantee)

PERSONALLY appeared before me the undersigned witness, who being duly sworn says that (s)he saw the County Engineer of Richland County, its duly authorized officer, sign, seal, and as the act and deed of the County of Richland, deliver the within written Instrument for the uses and purposes therein mentioned and that (s)he with the other above named witness witnessed the execution thereof

SWORN to before me this 15th.....
(Witness)
day of August.....2016

Al Sead
.....

Andy E Spud (Seal)
Notary Public for South Carolina,
MCE 12/13/2021.....

EXHIBIT A

Storm Drain Easement Survey Attached

Recorded 08/12/2016 in Richland County ROD
in Plat Book 2137 at Page 1350

Richland County Council Request for Action

Subject:

An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS #09009-11-04 and 09009-11-05

Notes:

First Reading: December 5, 2017

Second Reading: December 12, 2017

Third Reading: May 1, 2018 {Tentative}

Public Hearing: February 6, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. _____-18HR

AN ORDINANCE AUTHORIZING A DEED TO 908 GROUP HOLDINGS, LLC, FOR 1328-1400 HUGER STREET; ALSO DESCRIBED AS TMS# 09009-11-04 AND 09009-11-05.

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to be delivered at the real estate closing for 1328-1400 Huger Street, which is also described as TMS# 09009-11-04 and 09009-11-05, to 908 GROUP HOLDINGS, LLC, as specifically described in the Title to Real Estate, attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle Onley
Assistant Clerk of Council

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein

Notes:

First Reading: March 6, 2018
Second Reading: March 20, 2018
Third Reading: May 1, 2018 {Tentative}
Public Hearing: April 17, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 5, ANIMALS AND FOWL; SECTION 5-4, COMMUNITY CAT DIVERSION PROGRAM; SO AS TO AMEND THE LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 5, Animals and Fowl; Section 5-4, Community cat diversion program; is hereby amended to read as follows:

Sec. 5-4. Community cat diversion program

(a) *Purpose.* It is the intent of this section to create a Community Cat Diversion Program (“Program”) within Richland County in order to reduce cat overpopulation in an effective and human way by using the Trap, Neuter, and Return (TNR) method.

(b) *Scope.* This section shall apply only to healthy free roaming and Community Cats. Well socialized, friendly, or abandoned house pets do not qualify for the Program as they depend on humans for survival. The Superintendent of Animal Services, or his/her designee, shall make the decision as to whether a cat qualifies for the Program.

(c) *Procedures.*

(1) Any Community Cat either trapped or seized by an animal care officer or turned into the animal care facility by a citizen shall be:

- i. Assessed by a veterinarian to determine condition of health;
- ii. Spayed or neutered, as needed;
- iii. Vaccinated for rabies, feline viral rhinotracheitis, calicivirus, and panleukopenia; and;
- iv. Ear-tipped for identification.

(2) All cats entering the animal care facility shall be immediately assessed for Program qualification; those unqualified shall be processed in accordance with this chapter.

(3) Any Community Cat entering the Program shall be returned on the third day after spay/neutering, or as soon as practicable thereafter, to the area where it was trapped or seized. Any Community Cat which meets all the requirements in section (c)(1), above, that is trapped, seized, or brought to the animal care facility may be immediately returned to the same community, ~~unless the property owner or caretaker requests the cat not be returned to that location.~~

(4) The county shall have no liability for cats in the Program.

(5) Community Cats are exempt from licensing and related fees.

(6) The Animal Care Division shall prepare educational materials about the Program to be included on the county website, as well as educational flyers to be available at the animal care facility and to each citizen turning in a seized or trapped cat, or citizen inquiring about the Program.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE _____ DAY

OF _____, 2018.

Michelle Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, Enhanced Trigger Devices Declared Illegal; Exceptions; so as to prohibit the use of “bump stocks”, “trigger cranks” and other such devices

Notes:

March 27, 2018 – The committee recommended approval.

First Reading: April 3, 2018

Second Reading: April 17, 2018

Third Reading: May 1, 2018 {Tentative}

Public Hearing: May 1, 2018

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ____-18HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES; CHAPTER 18, OFFENSES; BY THE ADDITION OF SECTION 18-7, ENHANCED TRIGGER DEVICES DECLARED ILLEGAL; EXCEPTIONS; SO AS TO PROHIBIT THE USE OF “BUMP STOCKS”, “TRIGGER CRANKS” AND OTHER SUCH DEVICES.

WHEREAS, the County Council recognizes gun violence represents a significant health risk to the citizens of the Richland County, the State of South Carolina, and the United States of America; and

WHEREAS, the worst mass shooting in American history occurred on October 1, 2017 in Las Vegas, Nevada, injuring over 500 people and fatally wounding over 50 innocent people; and

WHEREAS, the carnage in Las Vegas was accomplished due to the rapid fire capabilities of a “bump stock” attached to the shooter’s firearms, such device allowing the fire rate of the weapon to dramatically increase; and

WHEREAS, a “bump stock” or a “bump fire stock” is a device which uses the recoil of the previous shot to fire the next shot rather than the shooter’s trigger finger reflexes, greatly increasing the speed at which the weapon is fired by eliminating biomechanical limitations; and

WHEREAS, the use of a “bump stock” can multiply the firing rate of a weapon tenfold to approximately 400-800 rounds per minute; and

WHEREAS, a “trigger crank” or “gat crank” refers to any device to be attached to a weapon that repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion; and

WHEREAS, a “trigger crank” or “gat crank” does not involve pulling the trigger but can increase the trigger rate to near automatic weapon levels; and

WHEREAS, in 2010 the United States Bureau of Alcohol, Tobacco, Firearms, and Explosives declared a “bump stock” is a firearm part and is not regulated as a firearm under the U.S. Gun Control Act or the National Firearms Act; and

WHEREAS, “bump stocks” and “trigger cranks” and similar devices are not firearms or firearm components, but rather separately purchased optional devices with the purpose and design of dramatically increasing the firing rate of an otherwise legal weapon to a firing speed and capability of unlawful weapons; and

WHEREAS, neither “bump stocks” nor “trigger cranks” are components of a gun in that if they are removed, the firearm will remain operable in the manner and speed as originally designed by the manufacturer; and

WHEREAS, the Second Amendment to the United States Constitution protects the rights of citizens to own and carry firearms, but because neither a "bump stock" nor a "trigger crank" is a firearm, they are not constitutionally protected; and

WHEREAS, South Carolina Code of Laws Section 23-31-510 prohibits a county from enacting any regulation or ordinance which regulates "firearms, ammunition, components or firearms or any combination of these things", however "bump stocks" and "trigger cranks" as defined herein do not fall under this category based upon the definitions of such under applicable Federal Law; and

WHEREAS, the United States Congress has fully preempted the states on the definitions of what constitutes a legal or illegal weapon; and

WHEREAS, on October 5, 2017, the National Rifle Association announced in a public statement that the regulation or manufacturing ban of "bump stocks" should be considered by policy holders in the United States; and

WHEREAS, in the early morning hours of September 16, 2017, the City of Columbia suffered its worst mass shooting in modern history when eight people were shot in the Vista while exiting the Empire Supper Club with more than one hundred people on the street that night; and

WHEREAS, if the weapons used on September 16, 2017 in the Vista had been equipped with either "bump stocks" or "trigger cranks", there would have been many times the number of casualties, or fatalities from that mass shooting; and

WHEREAS, the use of "bump stocks" and "trigger cranks" in the Richland County should be prohibited;

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

SECTION I. The Richland County Code of Ordinances; Chapter 18, Offenses; is hereby amended by the addition of Section 18-7, Enhanced trigger devices declared illegal; exceptions, to read as follows:

Sec. 18-7. Enhanced trigger devices declared illegal; exceptions.

- (a) Any device capable of being attached to a firearm for the purpose of increasing the firing rate or capabilities of the firearm using recoil, commonly known as "bump stocks" or "bump fire stocks", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable pursuant to Section 1-8.
- (b) Any device capable of attaching to a firearm and which repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion, commonly known as "trigger crank" or "gat crank", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable pursuant to Section 1-8.
- (c) Violations as stated in section (a) or (b) above are subject to the following exceptions:
1. Any member of the United States military or any legally sworn law enforcement personnel while engaged in the course of their duties or in training;
 2. Any "bump stock" or "trigger crank" device which is possessed by a person who is not prohibited under State or Federal law from using, owning or possessing a firearm, and the device is completely disconnected from any firearm in a manner which would render the device inoperable and stored in a separate container from the firearm or weapon;
 3. Any law enforcement officer who has seized a firearm, with "bump stock" or "trigger crank" attached, pursuant to a lawful seizure of a weapon, as contraband or evidence of a crime, inside the unincorporated Richland County; provided, however, any law enforcement agency taking possession of a "bump stock" attached to a firearm must notify the Richland County Sheriff's Office immediately to inform them of the existence of the device, the location where it was obtained, where the device will be stored and any other facts relevant to the use or possession by any person.
 4. Possession of any weapon which is manufactured to fire through the use of a crank or lever.

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

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

SECTION IV. Effective Date. This ordinance shall be effective from and after _____, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2018

Michelle Onley
Assistant Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

March 27, 2018 Development and Services Committee Meeting Briefing Document Declaring "Bump Stocks" Illegal in Richland County

Agenda Item

Declaring "Bump Stocks" Illegal in Richland County

Background

During the February 20, 2018 Council meeting, Councilman Manning brought forth the following motion:

I move to declare "bump stock" "bump fire stocks" "trigger crank" and "gat crank" trigger devices illegal in Richland County. NOTE: In 2010 the US Bureau of Alcohol, Tobacco, Firearms, and Explosives declared a "bump stock" is a firearm part and is not regulated as a firearm under the US Gun Control Act or the National Firearms Act.

- (a) Any device capable of being attached to a firearm for the purpose of increasing the firing rate or capabilities of the firearm using recoil, commonly known as "bump stocks" or "bump fire stocks", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in magistrate court.
- (b) Any device capable of attaching to a firearm and which repeatedly activates the trigger of the weapon through the use of a lever or other part that is turned in a circular motion, commonly known as "trigger crank" or "gat crank", are hereby declared unlawful and any person in actual or constructive possession of such a device is guilty of a misdemeanor punishable in magistrate court.
- (c) Violations as stated in Section (a) or (b) above are subject to the following exceptions:
 1. Any member of the United States military or any legally sworn law enforcement personnel while engaged in the course of their duties or in training;
 2. Any "bump stock" or "trigger crank" device which is possessed by a person who is not prohibited under State or Federal law from using, owning or possessing a firearm, and the device is completely disconnected from any firearm in a manner which would render the device inoperable and stored in a

separate container from the firearm or weapon; 3. Any law enforcement officer or department which has seized a firearm, with "bump stock" or "trigger crank" attached, pursuant to a lawful seizure of a weapon, as contraband or evidence of a crime, inside Richland County; provided, however, any law enforcement agency taking possession of a "bump stock" attached to a firearm must notify the Sheriff's Department immediately to inform them of the existence of the device, the location where it was obtained, where the device will be stored and any other facts relevant to the use or possession by any person.

Issues

There are possible legal issues that could arise with this item. County Legal staff will be available to during the Committee meeting address any issues and / or questions from the Committee on this matter.

Fiscal Impact

None.

Past Legislative Actions

None.

Alternatives

1. Consider the motion and approve accordingly.
2. Consider the motion and do not approve.

Staff Recommendation

Staff does not have a specific recommendation on this matter as it was initiated through a Council motion.

Richland County Council Request for Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Project Reign; and other related matters

Notes:

First Reading: April 17, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO PROJECT REIGN; AND OTHER RELATED MATTERS.

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated [], 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Project Reign (“Company”) desires to establish a commercial apartment complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$27,000,000;

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project, specifically, approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13 and approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01 (“Property”), in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. *Statutory Findings.* Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”) is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: April 17, 2018
Second Reading: May 1, 2018
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

PROJECT REIGN

Effective as of: []

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and PROJECT REIGN (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

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

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the “Amended and Restated Master Agreement Governing the I-77 Corridor Regional Industrial Park” dated _____, 2018 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a commercial apartment complex in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$27,000,000;

WHEREAS, by an ordinance enacted on _____, 2018 (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

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

**ARTICLE I
REPRESENTATIONS**

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. *Representations and Covenants by the Company.* The Company represents and covenants to the County as follows:

- (a) The Company is in good standing under the laws of the State of _____, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.
- (d) The Company hereby covenants to provide \$50,000 each year for three years, commencing on or before January 15, 2020 through and including January 15, 2022, for a total of \$150,000 ("Community Funds"), to the County for the purpose of acquiring, developing, constructing or improving certain parks, green spaces, recreational facilities or beautification projects ("Community Investment") within the community in which the Project will be located. The County shall have the sole discretion in determining the particular Community Investment on which the Community Funds shall be expended.

**ARTICLE II
INFRASTRUCTURE CREDITS**

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$27,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below.

The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2023 (“Certification Date”), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the Company is subject to the clawback requirements set forth in Section 2.3 below.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company’s Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B. Provided, the Infrastructure Credits available to the Company with respect to any particular Fee Payment shall not be applied unless and until the Company is current in its payment of Community Funds described in Section 1.2(d).

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit (“Credit Term”), the County shall prepare and issue the Company’s annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid (“Repayment Amount”) is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Investment Achievement Percentage}$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, and had invested \$24,300,000 by the Certification Date, the Repayment Amount would be calculated as follows:

$$\text{Investment Achievement Percentage} = \$24,300,000 / \$27,000,000 = 90\%$$

$$\text{Clawback Percentage} = 100\% - 90\% = 10\%$$

$$\text{Repayment Amount} = \$1,000,000 \times 10\% = \$100,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4 Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. Remedies on Default.

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. *Remedies Not Exclusive.* No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. *Nonwaiver.* A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. *Examination of Records; Confidentiality.*

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is

required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

Phone: 803.540.7945

Fax: 803.765.1243

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

Section 4.8. *Administrative Fees.* The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses based on actual costs incurred in the amount of up to \$10,000. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. *Entire Agreement.* This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 *Agreement to Sign Other Documents.* From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

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

Section 4.12. *Applicable Law.* South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. *Counterparts.* This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. *Amendments.* This Agreement may be amended only by written agreement of the Parties.

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

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

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, Project Reign has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

PROJECT REIGN

By: _____

Name: _____

Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

Approximately 3 acres located at 1087 Shop Road, TMS # R11210-01-13

Approximately 7.31 acres located at 1115 Shop Road, TMS # R11210-01-01

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

33% per year for 10 years, commencing with the first property tax year after the property tax year in which the project is placed in service

Richland County Council Request for Action

Subject:

Little Jackson Creek (LJC) Mitigation Project close out

Notes:

April 24, 2018 – The committee recommended Council approve the final project quantities as reflected in the Change Orders and the subsequent additional payment of \$24,440.90 to Shamrock Environmental Corporation.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

**April 24, 2018 Administration & Finance Committee Meeting
Briefing Document – Little Jackson Creek (LJC) Mitigation Project close out**

Agenda Item

Approval of Change Orders necessary to balance the pay item quantities associated with the Little Jackson Creek (LJC) wetlands mitigation project upon project completion.

Background

The LJC Wetlands Mitigation Project was constructed in order to address impacted wetlands associated with an Airport Improvement Program (AIP) project at the airport. As such, it was also funded by FAA (90%), SCAC (5%) and a local funding match (5%). The project engineer was WK Dickson, Incorporated and the contractor was Shamrock Environmental Corporation. The project Contracting Officer Representative (COR) was Quinton Epps of the Conservation Commission, and the project liaison was Chris Eversmann of the Airport / Department of Public Works. The project is substantially complete and the FAA staff is eager to close out the AIP grant which funded 90% of the project.

As with most site / civil projects, the project was a unit price contract, which means that initial project quantities were estimated by the project engineer based on design plans and, when bids were submitted, unit costs for each pay item were provided by the bidders. Sometimes project pay item quantities estimated are very close to those actually constructed in the field. Sometimes, however, project quantities vary between those estimated and those actually constructed.

It should be noted that, as a mitigation project, this is atypical as opposed to other type site / civil projects such as construction of a road or parking lot. In other words, the finished project will look more like a natural stream bed or a wetlands as opposed to a road. Field conditions may dictate changes while construction is underway. That describes the situation with this project. Project financials a follow:

Original Project Amount	\$910,462.00
Change Order # 1 – Deductive	(\$30,612.80)
Change Order # 2 – Additive	\$55,053.90
Final Project Amount	\$934,902.90

The net change in the project amount is \$24,440.90 / 2.7%. Please note that since Change Order # 1 was deductive, this was administratively approved by the project liaison.

The original AIP Grant was issued based on the engineer’s estimate and was much more than the actual original contract amount. Please note that, though there are surplus funds available in this AIP Grant, the FAA does not authorize designating “project contingencies” in advance. There are ample uncommitted funds available in the AIP and SCAC Grants associated with this project to cover this 2.7% increase.

Copies of both Change Orders are included as an attachment to this BD.

Issues

Approval of both Change Orders and modification of the project budget.

Fiscal Impact

The net additional amount needed to fund approval of Change Order # 2 follows:

FAA	AIP-020	90%	\$21,996.81
SCAC	14-016	5%	\$1,222.05
RC	2170367800	5%	\$1,222.04

Funds and local match funds are available in the respective Grants / budgets.

Past Legislative Actions

The construction contract for Shamrock Environmental Corporation and the professional services contract for construction inspection services for WK Dickson were approved by RC Council on December 2, 2014.

Alternatives

1. Approve the final project quantities as reflected in the Change Orders and the subsequent additional payment of \$24,440.90 to Shamrock Environmental Corporation.

Or,

2. Do not approve the final project quantities as reflected in the Change Orders and the subsequent additional payment of \$24,440.90 to Shamrock Environmental Corporation.

Staff Recommendation

It is recommended that Council approve the final project quantities as reflected in the Change Orders and the subsequent additional payment of \$24,440.90 to Shamrock Environmental Corporation.

Submitted by: Procurement Department

Date: April 10, 2018

CHANGE ORDER NO. 1

Date February 3, 2016
Agreement Date March 11, 2015
Project Little Jackson Creek Mitigation
Owner Richland County
Contractor Shamrock Environmental Corporation
WKD Project No. 20140060.00.CL

The Contract is changed as follows:

1.	Safety Fence (1,323 LF @ \$1.40/LF)	\$ 1,852.20
2.	12" Compost Filter Sock (1,484 LF @ \$8.00/LF)	\$ 11,872.00
3.	Clearing & Grubbing (1.6 AC @ \$10,075.00/AC)	\$ 16,120.00
4.	RSC Type 1 Construction (lump sum)	\$ 110,603.00
5.	RSC Type 2 Construction (lump sum)	\$ 77,938.00
6.	Plunge Pool Construction (lump sum)	\$ 20,822.00
7.	2% Performance/Payment Bond (lump Sum)	\$ 4,784.00
8.	Concrete Headwall No. 1 Credit (lump sum)	(\$ 25,925.00)
9.	Concrete Headwall No. 2 Credit (lump sum)	(\$ 25,925.00)
10.	Precast Junction Box Credit (lump sum)	(\$ 59,992.00)
11.	72" RCP Credit (76 LF @ \$528.00/LF)	(\$ 40,128.00)
12.	Unsuitable Excavation/Haul Off (17,500 CY @ \$6.70/CY)	(\$ 117,250.00)
13.	2% Performance/Payment Bond Credit (lump sum)	(\$ 5,384.00)

The original contract sum was	\$ 910,462.00
The net change by previously authorized Change Orders	\$ 0.00
The Contact Sum prior to this Change Order was	\$ 910,462.00
The Contact Sum will be decreased in the amount of	(\$ 30,612.80)
The new Contract Sum including this Change Order will be	\$ 879,849.20

The Contract Time will be increased by Twenty (20) days.

The date of Substantial Completion as of the date of this Change Order therefore is 140 Days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.


Not valid until signed by the Engineer, Contractor and Owner.

Accepted by: Richland County, South Carolina - Owner

Name, Title Christopher Eversmann, PE, AAE
Airport Director

Date

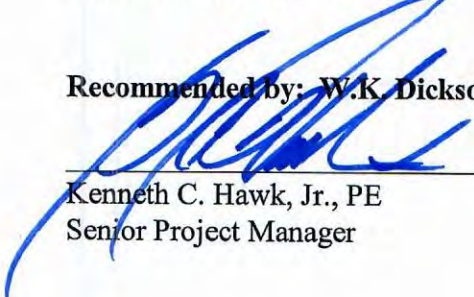
Accepted by: Shamrock Environmental Corporation - Contractor



Robert D. Dukes (senior Estimator)

April 19, 2016
Date

Recommended by: W.K. Dickson & Co., Inc. - Engineer



Kenneth C. Hawk, Jr., PE
Senior Project Manager



Date

FINAL CHANGE ORDER

Date December 30, 2016
Agreement Date March 11, 2015
Project Little Jackson Creek Mitigation
Owner Richland County of South Carolina
Contractor Shamrock Environmental Corporation
WKD Project No. 20140060.00.CL

The Contract is changed as follows:

1. Log Drop Structure (5 @ \$1,340.00/EA) - (\$6,700.00)
2. Double Log Drop Structure (3 @ \$2,298.00/EA) - \$6,894.00
3. Brush Toe (16LF @ \$5.00/LF) - \$80.00
4. Erosion Control Matting (5,341SY @ \$6.70/SY) - \$35,784.70
5. Unclassified Excavation (1,587CY @ \$6.60/CY) - \$10,474.20
6. Safety Fence (423LF @ \$1.40LF) - (\$592.20)
7. Compost filter sock (516LF @ \$8.00/LF) - \$4,128.00
8. Log Sill Reconstruction (4 structures) - \$4,985.00

The original contract sum was	\$910,462.00
The net change by previously authorized Change Orders	\$(30,612.80)
The Contact Sum prior to this Change Order was	\$879,849.20
The Contact Sum will be {increased} { decreased } in the amount of	\$55,053.70
The new Contract Sum including this Change Order will be	\$934,902.90

The Contract Time will be {increased} {decreased} by **Zero (0)** days
The date of Substantial Completion as of the date of this Change Order therefore is 140 Days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

Not valid until signed by the Engineer, Contractor and Owner.

Accepted by: _____

- Owner

Name, Title

Date

Accepted by: Shamrock Environmental Corporation

- Contractor

Liz DiNatale Project Manager
Name, Title

11/20/17
Date

Recommended by: W.K. Dickson & Co., Inc.

Jerry Macaluso, V.P.
Name, Title

- Engineer

11/28/17
Date



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Nicholas J. Galante

Home Address: 208 King St. Columbia, SC 29205

Telephone: (home) (803) 518-6918 (work) (803) 518-6918

Office Address: _____

Email Address: NJGalante@hotmail.com

Educational Background: The Citadel: BS Bus Admin, MSU: MBA

Professional Background: Finance, Management

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

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: I care deeply about my community and our core transportation needs. It seems a fresh perspective would be valuable to the board.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Organized, dependable, collaborative, and future oriented. President of Board of Dir. The Animal Mission (501C3), Leadership Columbia c/o 2018

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? _____

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 15 - 20

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

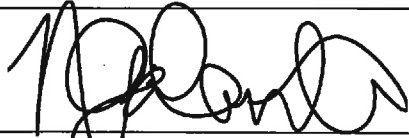
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____



Applicant's Signature

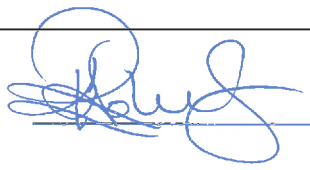
08/09/17

Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>8-11-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: J. Thomas Lanham

Home Address: 228 Rosebank Dr Columbia South Carolina 29209

Telephone: (home) (803) 260-4510 (work) _____

Office Address: 228 Rosebank Dr Columbia South Carolina 29209

Email Address: T.Lanham@att.net

Educational Background: Hammond Academy and University of South Carolina

Professional Background: Farmer in Richland and Kershaw County

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

Name of Committee in which interested: Transportation penny adv comm (TPAC)

Reason for interest: I love serving the citizens of Richland County and South Carolina. I ar
I grow corn wheat and soybeans. I'm a land steward having an in depth knowledge

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

I believe I bring a diverse perspective to the issues surrounding the penny tax projects.

Presently serve on any County Committee, Board or Commission? S.C. Dept of Agriculture

Any other information you wish to give? Thank you for considering my appointment

Recommended by Council Member(s): I haven't notified them of my rising interest to serve

Hours willing to commit each month: As many as necessary

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No No _____

If so, describe: _____



Applicant's Signature

7-25-17

Date

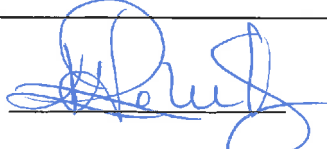
Return to:

Clerk of Council, Post Office Box 192, Columbia, SC 29202.

For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>7-27-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Cyril B. Busbee, Jr.

Home Address: 127 Shore Breeze Drive, Irmo, S.C. 29063

Telephone: (home) 803-407-3077 (work) _____

Office Address: _____

Email Address: buzbusbee@sc.rr.com

Educational Background: Masters Degree in Civil Engineering

Professional Background: Employed by SCDOT for 37 years as ^{District Traffic Eng.} ^{District Eng. Admin.} ^{District Maint. Eng.}
Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Highway and bridge background

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:
Career employee in transportation

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? _____

Recommended by Council Member(s): No

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

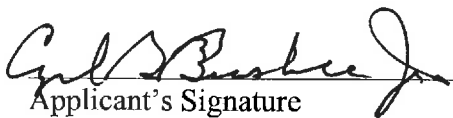
Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

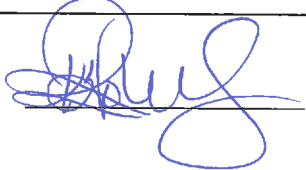

Applicant's Signature

16 January 2018
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-17-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Marcus J. Brown ("Marc")

Home Address: 1601 Main St. Apt. 207, Columbia, SC 29201

Telephone: (home) 803-767-8327 (work) 803-255-9593

Office Address: 1320 Main St. 17th fl., Columbia, SC 29201

Email Address: Marcus.Brown@nelsonmullins.com

Educational Background: Univ. of SC, B.S. Psychology; Emory Univ. School of Law, JD

Professional Background: Attorney

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: As a citizen of Richland county, I have a vested interest in ensuring that County tax dollars are being properly spent to improve our community

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I believe my critical thinking, enthusiasm, and knowledge of local laws would be an asset to the committee.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I am most interested in serving a 3-yr term

Recommended by Council Member(s): Paul Livingston

Hours willing to commit each month: 12-15 hours

CONFLICT OF INTEREST POLICY

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Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____

If so, describe: _____

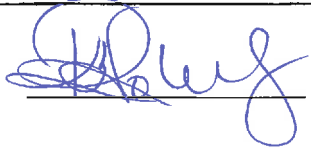

Applicant's Signature

1/5/2018
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

		Staff Use Only	
Date Received:	<u>1-8-18</u>	Received by:	
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file

MARCUS J. BROWN
1601 Main St., Apt. 207, Columbia, SC 29201
(803) 767-8327
brownmj14@gmail.com

EDUCATION

Emory University School of Law, Atlanta, GA

J.D., *with honors*, May 2014

- Dean's List (Fall 2013 and Spring 2014)
- 2014 American Law Institute/American Bar Association Scholarship and Leadership Award
- Managing Editor, Emory Corporate Governance and Accountability Review
- Vice President, Black Law Students Association
- Pupil, Lamar Inn of Court
- Primary Negotiator, Negotiation Team

University of South Carolina, Columbia, SC

B.S., Psychology and Criminology, August 2009

- Social Chairman, Omega Psi Phi Fraternity, Inc.
-

EXPERIENCE

Nelson Mullins Riley & Scarborough LLP, Columbia, SC

Associate, September 2016 – Present

- Represent automobile manufacturers in various matters, including Volkswagen Group of America, Inc. in litigation related to Volkswagen's sale of certain diesel vehicles
- Defend companies in wage and hour, breach of contract, fraud, and RICO class actions across the country
- Perform legal research and prepare memoranda regarding various complex commercial litigation issues
- Draft pleadings, discovery responses/requests, motions, and briefs in state and federal courts

Carlock, Copeland & Stair, LLP, Atlanta, GA

Associate, April 2015 – September 2016

- Represented insurance companies and employers in the defense of workers' compensation claims
- Drafted briefs, complex settlement documents, and memoranda
- Reviewed medical records, insurance files, employment files, and other documents
- Managed all aspects of discovery, including conducting and defending depositions

Molden & Holley, LLC, Atlanta, GA

Legal Intern, May 2013 – August 2013

- Researched and drafted memoranda regarding various business and employment law issues
- Drafted pleadings, motions, and demand letters
- Conducted client intake interviews to assess damages and liability

Greene Legal Group, LLC, Atlanta, GA

Summer Associate, May 2012 – July 2012

- Researched Title VII employment discrimination and personal injury case law for memoranda
 - Maintained communications with clients regarding case status, concerns, and future actions
-

ADMISSIONS & ORGANIZATIONS

- Admitted in South Carolina, Georgia, and the U.S. District Court for the Northern District of Georgia
- South Carolina Bar; Richland County Bar Association; State Bar of Georgia; Gate City Bar Association; National Bar Association; Communities in Schools of the Midlands (Governance Committee)



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: WILLIAM BAKER

Home Address: 3405 YALE AVE COLUMBIA, SC 29205

Telephone: (home) 803-609-4317 (work) 803-252-1300

Office Address: 2142 BOYCE ST. COLUMBIA, SC 29201

Email Address: williamtbaker90@gmail.com

Educational Background: Thomas Sumter Academy, '08, CoFC, '12

Professional Background: LEGAL ASSISTANT

Male Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: TRANSPORTATION PENNY ADVISORY COMMITTEE

Reason for interest: I HAVE SOME GREAT, FRESH IDEAS TO BRING TO THE TABLE, REGARDING THE TRANS. PENNY TAX.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

CITY OF COLA TREE & APPEARANCE COMMISSION, MEMBER, COLUMBIA OPPORTUNITY RESOURCE, SELECTED FOR DOING GOOD COLUMBIA - RICHLAND LIBRARY

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 30

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

William R. [Signature]
Applicant's Signature

08/24/17
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>8/28/17</u>	Received by: <u>nuho</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant MUST reside in Richland County.

Name: John P. Epting, P.E.

Home Address: 411 Maple Street, Columbia, SC 29205 - County Council District 5

Telephone: (home) 864 506-2346 (work) 803 873-9717

Office Address: 250 Berryhill Road, Suite 104, Columbia, SC 29210

Email Address: JPEpting@gmail.com

Educational Background: B.S., Biosystems Engineering, Clemson University

Professional Background: Civil/Environmental Engineer, Brown and Caldwell

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

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Very interested in the continued improvement of our community through this program and hope to assist that improvement through the advisory context of this committee.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Experience as an Engineer and Project Manager provides a unique understanding of pertinent constraints and considerations involved in the successful implementation of complicated infrastructure projects like the ones associated with the Transportation Penny.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? No

Recommended by Council Member(s): N/A

Hours willing to commit each month: 8

CONFLICT OF INTEREST POLICY

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Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

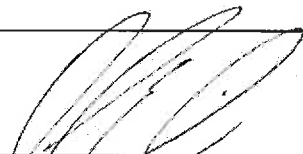
Yes _____ No x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No x _____

If so, describe: _____



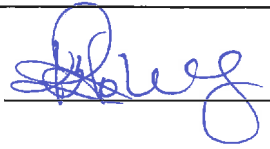
Applicant's Signature

February 5, 2018
Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>2-5-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CHARLES E. OFFUTT
Home Address: 2 Woodlands Ridge Pt. Columbia SC 29229
Telephone: (home) 803.315.4695 (work) 803.763.8066
Office Address: 17 Technology Circle Columbia SC
Email Address: creo2000@aol.com
Educational Background: see attachment
Professional Background: see attachment

Male [X] Female [] Age: 18-25 [] 26-50 [] Over 50 [X] TPAC

Name of Committee in which interested: ~~Kingston Richland Historical and Dry House~~
Reason for interest: I love serving my community and helping others.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am able to effectively communicate with individuals and with group to inspire and motivate teamwork.

Presently serve on any County Committee, Board or Commission? _____

Any other information you wish to give? _____

Recommended by Council Member(s): _____

Hours willing to commit each month: 40

CONFLICT OF INTEREST POLICY

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Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No ✓

If so, describe: _____

Chris Jones
Applicant's Signature

2-19-2018
Date

Return to:

Clerk of Council, Post Office Box 192, Columbia, SC 29202.

For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-19-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Charles Edward Offutt
2 Woodlands Ridge Court
Columbia SC, 29229-0003
803.315.4695
E-Mail DRCO2000@aol.com

SUMMARY

Experienced Information Technology Manager, Database Business Systems Analysis, with full systems life cycle experience; proficient in directing professional teams in implementation of work plans, project development, project management, resource procurement and development, by providing leadership and coordination of resource, team, and individual work efforts and goals. I am effective, innovative, organized, resourceful individual who work well in a team environment or self-supervised.

EXPERIENCE

PALMETTO GBA, Columbia, SC

09/02 - PRESENT

Senior Database Administrator

- Prepared detailed specifications used to do multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goals for staff.
- Responsible for standards and design of logical and physical data storage, maintenance, access and security administration.
- Perform backup and recovery on database management systems.
- Define data repository requirements, data dictionaries, and warehousing requirements.
- Design, develop, and certify database schema design to meet system requirements.
- Develop overall data architecture that supports the information needs of the business in a flexible but secure environment.
- Conduct end-user training where applicable.
- Perform other duties as assigned.

SOLCORP CORPORATION, Chicago, IL

10/00 - 08/02

Senior Project Lead

- Analyzes and designs enhancements to the systems based on business requirements.
- Writes technical specifications from functional specifications, which define business requirements.
- Oversee programs system changes from technical specifications.
- Lead training of client on the architecture, operation and maintenance of the system.
- Develop project plans to install and test application at user site.
- Provides post implementation support.
- Design conversion plan based on pre-defined specifications.

Senior Programmer Analyst\ Project Lead

- Prepared detailed specifications used to code multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Supervised, and evaluate 10 to 15 programmer and business analyst work.
- Provide, coding, testing, maintenance of computer software from detailed specifications.
- Formulated system scope and objectives, devised or modified procedures to resolve problems using data processing.
- Programming in 'C', COBOL, SQL, Visual Basic, and Db2 for batch and online processing in a mainframe, PC and file server environment using LAN, WAN and Internet.

United STATE Army

01/74 - 01/95

Chief Technology Officer (02/92 - 01/95)

- Supervised activities of 90 technicians and evaluate, train, recruit, reward and disciplines staff members.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goal for staff.
- Test and evaluate hardware and software to determine efficiency, reliability, and compatibility with existing system
- Oversee the management of Help Desk support to 5000 computer user.
- Maintain a wide area telecommunication network from South Korea to USA.
- Evaluated computer systems and software based on a user requirement and new technologies.
- Develop procedures for installation, maintaining, and solving communications hardware and software problems.

Operations Officer (09/85 - 08/92)

- Provide operations support to the White House, Capital Hill, and the Department of Defense.
- Develop review and coordinate operations of computer network security, information security, personnel security, and emergency disaster plans.
- Implement and monitor the information security systems programs.
- Planned, coordinated, and implemented security measures to safeguard information in the computer systems against accidental or unauthorized modification, destruction or disclosure.
- Supervised the training and support requirement for 70 technicians and 3,500 PC users.
- Maintain a global wide telecommunication network.

Computer Operations Supervisor (12/83 - 09/85)

- Supervised, advised, guide, and evaluate computer programmer and system analyst work.
- Supervised the day-to-day operations of the computer center operations of primarily of eight IBM mainframe computer systems and various standards peripheral equipment.
- Oversee help desk supported for about 12,000 PC users. Using LAN, MAN and WAN.

Project Leader (01/74 - 12/83)

- Maintain an information system that accounted for the organization's supplies and equipment.
- Analyze statistical data and report trend(s) not, conforming to standards, or that have impact on the efficiency of the operations.
- Supervised a staff of ten computer technicians and systems programmers.
- Provide interpret and guidance on how to apply rules and regulations.
- Ensure work meet systems development standards and associated practices.

EDUCATION

M.S., Management of Computer Information Systems, Strayer University, Washington, DC
B.S., Management of Computer Information Systems, Park College, Parkville, MO
A.S., Computer Science, Park College, Parkville, MO
A.S., Management Technology, Austin Peay University, Clarkville, TN
A.S., Computer Science, Midlands Technical College, Columbia, SC
A.S., Telecommunication Systems Management, Midlands Technical College, Columbia, SC
Certificate, Information Systems Network, Midlands Technical College, Columbia, SC
Certificate, Application Programming, Midlands Technical College, Columbia, SC
Certificate, Enterprise Systems, Midlands Technical College, Columbia, SC
Certificate, Fundamentals of Life and Health Insurance,
Life Office Management Association Inc., Atlanta, GA
Designation, Fellow, Life Management Institute (FLMI),
Life Office Management Association Inc., Atlanta, GA
Designation, Associate, Customer Service (ACS),
Life Office Management Association Inc., Atlanta, GA
Designation, **Chaplain, Community Missions Chaplaincy**,
Christ Central Institute, Columbia, SC

Pass Volunteer Activities

Summit Parkway Middle School Assistance Soccer Coach
Volunteer Firefight at Station 24 Sparkleberry Ln.
Central South Carolina Habitat for Humanity on 10 home build
Football Coach at Polo Road Community Center
School Improvement Council (SIC) member at Summit Parkway Middle School
School Improvement Council (SIC) member at Pontiac Elementary



**Richland Renaissance Oversight Ad Hoc Committee Meeting
April 10, 2018
Committee Briefing Document**

Agenda Item:

Authorization to Create Purchase Orders over \$100,000 - Demolition of Dilapidated Structures (Richland Revivification)

Background:

County Council is requested to approve purchase orders over the amount of \$100,000 to encompass the costs of performing demolitions and clearances along with soft costs such as asbestos surveys, asbestos abatement, title searches and legal advertisements, not to exceed a total of \$385,000. This includes \$350,000 total plus an additional 10% contingency or \$35,000. This activity will be funded with FY17-18 CDBG funds from the Community Planning and Development Department for Richland Revivification efforts.

The Unsafe Housing Program, now called Property Maintenance, was established to improve the quality of life for all Richland County residents with due process and enforcement through property maintenance, structural, environmental, and public nuisance codes. Property Maintenance uses demolition as the very last option when voluntary compliance cannot be obtained.

In FY10-11, Property Maintenance partnered with Community Development. With the use of HUD funds, Property Maintenance coordinated and successfully completed 85 demolitions around the County. Demolition liens are routinely placed against these real estate transactions. However, with the use of HUD funds, the decision was made to not transfer the demolition cost in the form of a lien, as HUD does not require the liens to be collected in exchange for the demolition. The demolition itself is the end use and meets the eligibility qualification.

Due to the success of this project, Property Maintenance is requesting to partner with Community Development again for the use of HUD funds. In addition, this will provide a funding source to assist in the demolition and clearance of approximately 50 dilapidated, noncompliant and unsafe vacant building structures throughout Richland County (see attached itemized listing). County Council approved the demolition of unsafe housing within the Community Development's FY 17-18 Action Plan in July 2017.

In an ongoing effort to reduce blight in the unincorporated areas of Richland County, the County has identified 16,000 instances of blight, some reflecting abandoned, dilapidated and unsafe structures and overgrown lots which are considered dangerous and pose health and safety hazards to the public.

Property Maintenance considers the strategic partnership with Community Development a great opportunity to make a substantial difference and reduce the number of blighted properties in Richland County. This partnership would be in alignment with the goals of Revivify Richland.

Property Maintenance will use the current list of pre-qualified demolition/clearance companies which were properly vetted via the County's Procurement Department under Request for Qualifications "RC-006-Q-2018 Unsafe Housing Demolition Services". There are four contractors who have been qualified to provide demolition services:



**RICHLAND COUNTY
GOVERNMENT**
Office of the County Administrator

Corley Construction
G&P Construction Hauling & Environmental LLC
Carolina Demolition Services
Davis Reality

Individual or small groupings of properties will be issued as a Request for Bid to those contractors with award being made to the lowest, responsive, responsible bidder. While no single award will breach \$100,000, with such a large number of proposed properties to demolish, it is expected that one or more of the qualified contractors' awards may collectively meet or exceed \$100,000. Council is requested to approve award of the demolition of these properties to the qualified contractors not to exceed \$385,000 in aggregate.

Issues:

The County is faced with a number of dilapidated structures that often lead to the negative effects of blight.

Fiscal Impact:

There is no financial impact to Richland County. Community Development Block Grant (CDBG) funds are to be used for all demolition expenses. See Attachment A for an itemized list.

The not to exceed total amount of \$385,000 shall include all aspects of work required, including demolitions, asbestos surveys, asbestos abatement (if applicable), title searched and legal advertisements:

Past Legislative Actions:

County Council approved the Community Developments FY17-18 HUD Action Plan in July 2017.

Alternatives:

1. Approve the request to issue purchase orders over the amount of \$100,000, not to exceed \$385,000.00 in total for the purposes of demolishing unsafe structures throughout the County.
2. Do not approve the request, and delay the pending demolitions.

Staff Recommendation:

Staff recommends approving the request to issue purchase orders over the amount of \$100,000, not to exceed \$385,000, in total, for the purposes of demolishing unsafe structures throughout the County.

Submitted by: Tracy Hegler, Director Community Planning & Development

Date: April 10, 2018

House #	STREET ADDRESS	Tax Map	Council District	Census Tract	Tract MFI %	Year Built	Sq Ft	Neighborhood Improvement Area
Commercial								
5301	Monticello Road (on same lot of 5204 Ridgewood)	R09309-02-07	4	0003.00	43.72	1950	792	None
126	Bluff Road (warehouse)	R11204-02-34	10	0028.00	50.62	1940	2759	Capital City Mill District
138	Bluff Road (Store)	R11204-02-32	10	0028.00	50.62	2004	3000	Capital City Mill District
6657	Bluff Road (Store)	R24203-01-21	10	0118.00	66.5	1950	936	None
1037	Blair Road (on same lot of 1840 Bluff Road)	R11115-05-05	10	0117.01	56.55	1973?	1220	None
Residential								
BURNED STRUCTURES								
6131	Monticello Road	R09308-02-02	4	0105.01	53.23	1945	1816	None
2803	Broad River Road	R06016-08-12	2	0104.11	40.58	1945	1522	None
902	Hazelwood Road (foundation only & debris)	R19102-03-20	11	0116.08	55.57	1955	2513	None
1320	Piney Grove Road-Building 2, unit 5	R06267-06-32	2	0103.04	74.6	1983	4868	Country Townes Quadraplex
1320	Piney Grove Road-Building 2, unit 6	R06267-06-31	2	0103.04	74.6	1983	4868	Country Townes Quadraplex
7932	Nightingale Drive	R19107-06-05	11	0116.08	55.57	1965	3010	None
630	Childs Street	R11115-08-60	10	0117.01	56.55	1940	1620	Arthurtown
3516	Broad River Road	R06110-03-07	2	0104.09	54.6			None
MOBILE/MANUFACTURED HOMES								
109	Thrush Street, Lot 12	R21608-02-18	10	0118.00	66.5	1971	720	Sherwood Acres
6657	Bluff Road (Mobile Home)	R24203-01-21	10	0118.00	66.5			None
727	Dartmouth Avenue	R09309-04-14	4	0106.00	48.65	1974	732	East Ridgewood Heights
5996	Highbee Road	R21615-01-01	10	0118.00	19.96	1196	1248	Lower Richland
DILAPIDATED STRUCTURES								
524	Calvary Drive	R09515-02-35	7	0107.01	56.9	1971	1314	Crane Creek
305	Glenn Avenue	R09207-02-33	4	0003.00	43.72	1955	1082	None
5708	Farrow Road	R11713-06-03	3	0109.00	65.76	1960	2613	None
900	Eastman Street	R11712-10-78	3	0106.00	32.6	1940	374	None
901	Eastman Street	R11711-01-01	3	0106.00	48.65			None
903	Eastman Street	R11711-01-02	3	0106.00	48.65	1940	689	None
903.5	Eastman Street	R11711-01-02	3	0106.00	48.65	1940	637	None
904	Eastman Street	R11712-10-77	3	0106.00	48.65	1950	1079	None
908	Eastman Street	R11712-10-76	3	0106.00	48.65	1930	888	None
912	Eastman Street	R11712-10-75	3	0106.00	48.65	1950	1026	None
923	Eastman Street	R11711-01-06	3	0106.00	48.65	1955	1230	None
3631	Hoyt Street	R14215-01-08	3	0108.03	59.84	1950	1061	Trenholm Acres/New Castle
3723	Hoyt Street	R14212-09-07	3	0108.03	59.84	1950	746	Trenholm Acres/New Castle
3727	Hoyt Street	R14212-09-06	3	0108.03	59.84	1950	753	Trenholm Acres/New Castle
3739	Hoyt Street	R14212-09-03	3	0108.03	59.84	1945	725	Trenholm Acres/New Castle
3539	Judy Street	R14215-13-09	3	0108.03	59.84	1958	1052	Trenholm Acres/New Castle
3539	Judy Street (Accessory)	R14215-13-09	3	0108.03	59.84	1958		Trenholm Acres/New Castle
3605	Judy Street	R14215-02-07	3	0108.03	59.84	1945	717	Trenholm Acres/New Castle
3617	Judy Street	R14215-02-04	3	0108.03	59.84	1945	717	Trenholm Acres/New Castle
3620	Judy Street	R14216-11-09	3	0108.03	59.84	1950	713	Trenholm Acres/New Castle
3628	Judy Street	R14216-11-11	3	0108.03	59.84	1950	697	Trenholm Acres/New Castle
3705	Judy Street	R14216-13-02	3	0108.03	59.84	1950	987	Trenholm Acres/New Castle
3712	Judy Street	R14216-14-17	3	0108.03	59.84	1940	709	Trenholm Acres/New Castle
3716	Judy Street	R14216-14-01	3	0108.03	59.84	1940	709	Trenholm Acres/New Castle
3719	Judy Street	R14212-08-07	3	0108.03	59.84	1945	709	Trenholm Acres/New Castle
2416	Ramsgate Road	R07505-02-39	2	0104.07	79.2	1981	1396	Broad River Corridor
725	Dartmouth Avenue	R09309-04-14	4	0106.00	48.65			East Ridgewood Heights
1327	Way Street	R09412-09-12	7	0107.01	56.9	1945	740	Crane Creek
7148	Lower Richland Blvd	R21400-01-22	10	0118.00	66.5	1955	809	None
1650	Carnegie Street	R11516-01-01	3	0009.00	34.4	1940	2164	Heise Estate
4673	Bluff Road	R13400-02-08	10	0117.02	56.73	1950	1240	None
6657	Bluff Road (House)	R24203-01-21	10	0118.00	66.5	1940	1152	None
1006	Mickens Road	R11116-03-31	10	0117.01	56.55	1940	970	Arthurtown
617	Childs Street	R11115-08-69	10	0117.01	56.55	1900	800	Arthurtown
1109	Martin Luther King Blvd	R24415-01-01	10	0118.00	66.5	1945	918	None
7026	Claudia Drive	R14212-07-06	3	0108.03	59.84	1960	870	Beverly Hills



REQUEST OF ACTION

Subject: FY18 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$7,000** for District 10.

B. Background / Discussion

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 10 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
Amount Previously Allocated	\$141,500
Current Account Balance	\$ 23,350
<hr/>	
Lower Richland Diamond Day Festival	\$ 5,000
Lower Richland Sweet Potato Festival	\$ 2,000
Total	\$148,500
Remaining Balance	\$16,350

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION RODNEY BRINKLEY,
TWILA JONES AND LADEDRA MANNING AS CODE ENFORCEMENT
OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND
CONVENIENCE OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Rodney Brinkley, Twila Jones and Ladedra Manning are hereby appointed and commissioned as Code Enforcement Officers of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's building regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Rodney Brinkley, Twila Jones and Ladedra Manning shall not perform any custodial arrests in the exercise of their duties as code enforcement officers. This appointment shall remain in effect only until such time as the individuals so appointed are no longer employed by Richland County to enforce the County's building regulations.

ADOPTED THIS THE ____ DAY OF MAY, 2018.

Joyce Dickerson, Chair
Richland County Council

Attest: _____
Michelle M. Onley
Deputy Clerk of Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

**A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL**

**A RESOLUTION TO APPOINT AND COMMISSION KEVIN LEE
POWERS AS A CODE ENFORCEMENT OFFICER FOR THE
PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE
OF RICHLAND COUNTY.**

WHEREAS, the Richland County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Richland County; and

WHEREAS, the Richland County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County;

NOW, THEREFORE, BE IT RESOLVED THAT Kevin Lee Powers, is hereby appointed and commissioned as a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of this County, including the enforcement of the County's hazardous materials and fire prevention regulations and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Kevin Lee Powers shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer. This appointment shall remain in effect only until such time as Kevin Lee Powers is no longer employed by Richland County as a code enforcement officer.

ADOPTED THIS THE _____ DAY OF _____, 2018.

Joyce Dickerson, Chair
Richland County Council

Attest: _____
Kimberly Williams-Roberts
Clerk of Council