

RICHLAND COUNTY

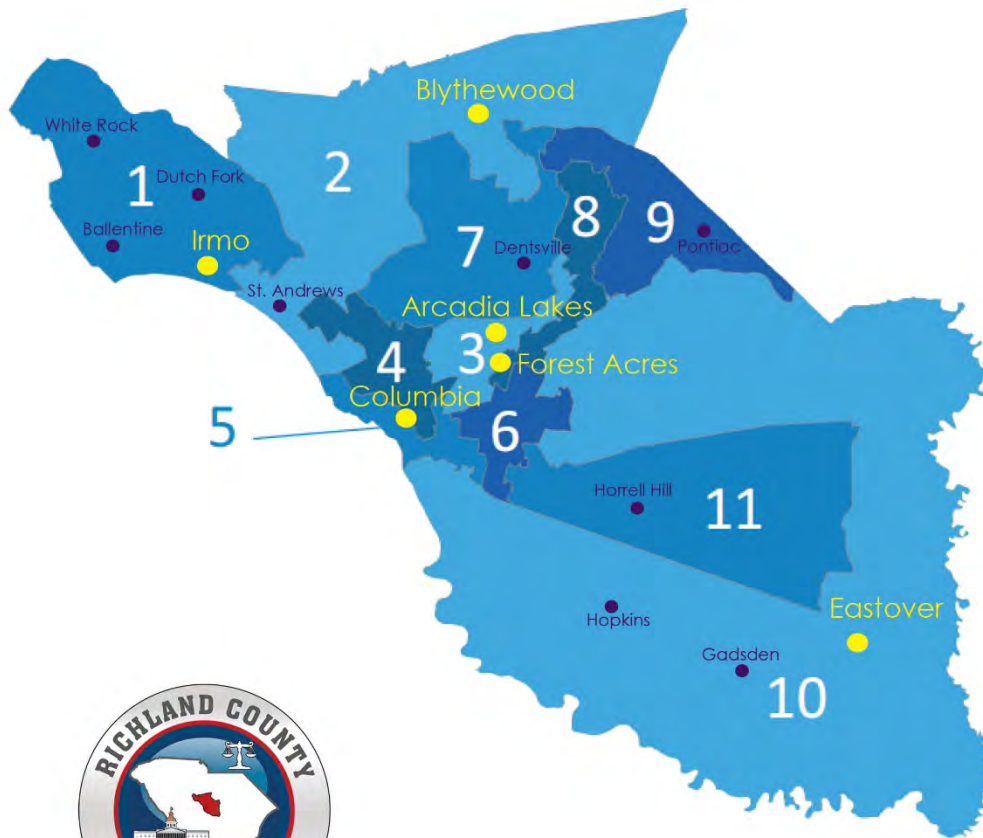
SPECIAL CALLED MEETING AGENDA



Tuesday, JULY 10, 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 Special Called Meeting

July 10, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson
 - a. Roll Call
2. **INVOCATION** The Honorable Norman Jackson
3. **PLEDGE OF ALLEGIANCE** The Honorable Norman Jackson
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Budget - 2nd Reading: June 14, 2018 [PAGES 16-57]
 - b. Regular Session: June 19, 2018 [PAGES 58-80]
 - c. Zoning Public Hearing: June 26, 2018 [PAGES 81-83]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Intertape Polymer Group, Inc. Property Donation
 - b. Contract with Recreation Commission
 - c. Contractual Matter: 911 Communications Center
7. **CITIZENS' INPUT** The Honorable Joyce Dickerson
 - a. For Items on the Agenda Not Requiring a Public Hearing

8. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

Dr. Sandra Yudice,
Assistant County Administrator

- a. Health Savings Account [PAGES 84-94]
- b. Transportation Penny Interns

Dwight Hanna,
Human Resources Director

9. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. Doris Greene, US Census Bureau
- b. Richland County Recreation Meet & Greet with Executive Director, July 12, 5:30 - 7:00 p.m., Adult Activity Center, 7494 Parklane Road
- c. National Intern Day, July 26, 11:00 a.m. - 1:00 p.m., Transportation Penny Office, 201 Arbor Lake Drive
- d. SC Association of Counties Institute of Government and Annual Conference, August 4 - 8

10. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. County Administrator Search Firms
- b. Personnel Matter: Acting County Administrator Search
- c. Personnel Matter: Clerk to Council Contract

11. OPEN / CLOSE PUBLIC HEARINGS

The Honorable Joyce Dickerson

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H)
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

- c. An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto
- d. 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 Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters
- e. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters

12. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 18-019MA
 Mohammad Tabassum
 RU to NC (1.7 Acres)
 7125 Monticello Road
 TMS # R07600-02-25 [SECOND READING] [PAGES 95-96]
- b. 18-020MA
 Robert L. Legette
 NC to GC (.51 Acres)
 441 Percival Road
 TMS # R16712-06-03 [SECOND READING] [PAGES 97-98]
- c. 18-021MA
 Christopher Alford
 CC-4 to CC-2 (2 Acres)
 7430 Fairfield Road
 TMS # R11904-02-05 [SECOND READING] [PAGES 99-100]
- d. 18-022MA
 Scott Morrison

RU to RS-E (10.81 Acres)
204 Langford Road
TMS # R15200-05-02(p) [SECOND READING]
[PAGES 101-102]

- e. Using Public Funds on Private Roads: Hardship Options
[PAGES 103-145]
- f. Council Motion: Guidelines for dedications at the Decker Center [PAGES 146-148]
- g. Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment
[PAGES 149-153]
- h. Melody Garden Stream/Ditch Stabilization Design Professional Services Contract [PAGES 154-158]
- i. An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA) [PAGES 159-168]

13. THIRD READING ITEMS

The Honorable Joyce Dickerson

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) [PAGES 169-178]
- b. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 179-218]
- c. An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain

matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 219-235]

- d. Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters [PAGES 236-264]

14. 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 Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters [PAGES 265-286]
- b. An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015 [PAGES 287-290]

15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE

The Honorable Greg Pearce

- a. An Ordinance Amending Chapter 17, Motor Vehicles In Traffic; Article Ii, General Traffic And Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; So As To Include Hobart Rd. [FIRST READING] [PAGES 291-305]
- b. Review Section II(i)(2)(4) of County Ordinance 043-14HR, "If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved". This seems to go against the way most items are done in our country, by majority, so why shouldn't a majority also decide if a road should be paved or not? [PAGES 306-311]
- c. Implementation of the proposed Bulk Item Collection Procedure [PAGES 312-315]
- d. Property donation offer, TMS# R17400-03-23 [PAGES 316-321]

- e. Richland County Storm Drainage Easements within City of Columbia Limits [PAGES 322-332]

16. REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE

The Honorable Paul Livingston

- a. FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds [PAGES 333-335]

17. REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

The Honorable Paul Livingston

- 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 DPX Technologies, LLC; and other related matters [FIRST READING] [PAGES 336-354]

18. REPORT OF THE RULES AND APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

19. NOTIFICATION OF APPOINTMENTS

- a. 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)
 - 1. James Tyler Burns [PAGES 355-356]
 - 2. Bil McCracken [PAGES 357-358]
- b. Business Service Center Appeals Board - 1 (Applicant must be an attorney)
 - 1. James Tyler Burns [PAGES 359-360]
 - 2. Marcus J. "Marc" Brown [PAGES 361-362]
- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry)
 - 1. George Whitehead [PAGES 363-365]

20. REPORT OF THE BLUE RIBBON AD HOC COMMITTEE

- a. A Resolution to approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence [PAGES 366-367]

21. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Decker Boulevard/Woodfield Park Neighborhood Improvement Project was denied TAP Grant Funding [PAGE 368]
- b. Transportation Penny Funds will be utilized to pay for closing Devine Street and Gadsden Street Railroads [PAGE 369]
- c. Crane Creek Neighborhood Improvement Project: [PAGES 370-380]
 - a. Approve the Executive Summary from the Public Meeting
 - b. Approve the Recommended Designs
 - c. Approve the Design Contract for the OETs
- d. Discussion: Transportation Penny funds being utilized for the following facilities at Three Rivers Greenway: [PAGES 381-383]
 - a. Bathrooms
 - b. Parking Lot
 - c. Ranger Station
 - d. Fire Department
- e. Status Update: The Dirt Road Program over-committed projects. Years 1 and 2 workload has not been completed. Years 3 and 4 are in the design phase. [PAGE 384]
- f. Approval of the University of South Carolina's Funding Request and Proposed Modifications to Three Bike Path Projects [PAGES 385-404]
- g. Approval of the MOU between Richland County and the Central Midlands Regional Transit Authority (CMRTA)

- for distribution of past unpaid actual Revenues (\$5,060,039.96) and interest (\$230,926.13) to begin in Fiscal Year 2019 paying CMRTA based on actual revenues and interest from the Penny Funds [PAGES 405-437]
- h.** Approval for Polo Road Right of Way Easement with the City of Columbia [PAGES 438-444]
 - i.** Approval of the Construction Agreement for Installation of Sidewalk for the Three Rivers Greenway (Saluda Riverwalk) adjacent to the CSXT Bridge approximately 30-feet from centerline of track at RRMP C-1.58 near DOT No. 640441N, Florence Division, CN&L Subdivision pending Legal's comments being addressed [PAGES 445-467]
 - j.** Approval for letters recommending awarding bids: [PAGES 468-527]
 - a. Sidewalk Package S-6
 - b. Dirt Road Package G
 - c. Dirt Road Package H
 - d. Resurfacing Package 0
 - e. Sidewalk Package S-8
 - k.** Approval of the Utility Agreement for SERN [PAGES 528-573]
 - l.** Approval to grant preliminary authority for Transportation Director to approve and sign design contracts: [PAGE 544]
 - a. Clemson Road Widening
 - b. Southeast Richland (SERN) Neighborhood Improvements
 - c. Atlas Road Widening
 - d. Garners Ferry Road and Harmon Road Intersection
 - m.** Approval to pay for the Internship Program utilizing General Funds, opposed to utilizing Penny Funds [PAGES 575-579]
 - n.** Approval of Utility Relocation Estimates [PAGE 580]

- o.** Approval of On-Call Engineering Contracts: [PAGE 581]
 - a. Polo Road Widening
 - b. Blythewood Road Area Improvements
 - c. Spears Creek Church Road Widening
 - d. Lower Richland Road Widening
 - e. Trenholm Acres/Newcastle NIP
 - f. Broad River Road Corridor NIP
 - g. Smith/Rocky Branch Greenway A, B, C
 - h. Crane Creek Greenway A, B, C
 - i. Polo/Windsor Lake, Woodbury/Old Leesburg, Dutchman Greenway
 - j. Quality Management Contract Modification for group 50 Dirt Roads (Mead & Hunt)
- p.** Transportation Program Update: [PAGES 582-583]
 - a. Preconstruction Update
 - b. Construction Update
- q.** Personnel Update

22. OTHER ITEMS

The Honorable Joyce Dickerson

- a.** FY19-District 5 Hospitality Tax Allocations [PAGES 584-586]
- b.** FY19-District 6 Hospitality Tax Allocations [PAGES 587-588]
- c.** FY19 - District 10 Hospitality Tax Allocations [PAGES 589-590]
- d.** A Resolution to appoint and commission Jason Michael Jensen as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] [PAGE 591]
- e.** A Resolution to appoint and commission Jameela Darcell Bryant as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County [ANIMAL CARE] [PAGE 592]

23. CITIZEN'S INPUT

The Honorable Joyce Dickerson

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

24. EXECUTIVE SESSION

Larry Smith,
County Attorney

25. MOTION PERIOD

- a. We move that the Council's Court House Committee convene and create a group modeled after the 39 Member Panel that culminated in the Transportation Penny and/or the Development Roundtable Panel that brought forth the 20+ Environmentalists/Developers Joint Recommendations for implimentation and/or the Flood Recovery Blue Ribbon Panel that guided direction following the 1,000 year flood tragedy, with the goal to culminate in a new Richland County Courthouse Ribbon Cutting Ceremony.

The Honorable Jim Manning
The Honorable Greg Pearce
The Honorable Paul Livingston

- b. Move that Administration give a report on the \$188,000 contract received by the Conservation Commission attorney from his brother the former Finance Director. If it cannot be explained, then it needs to be turned over to SLED and the Attorney General's office for investigation. Note: Former Administrator Gerald Seals informed me and Council the Conservation Commission attorney received a \$188,000 contract from his brother, former Finance Director. This was from an audit and concerns were expressed why would his brother give him a contract without bidding it out and was there a conflict. The Conservation Commission attorney's contract was delayed for several months and renewed, however Council was never updated on the \$188,000 contract.

The Honorable Norman Jackson

- c. I move that any recommendation or inquiry of the dam to DHEC must be coordinated by the Foundation and not Conservation Commission staff.

The Honorable Norman Jackson

- d. The Conservation Commission must revisit their proposed contract agreement with the Foundation and make it feasible for the organization to consider the proposal. How it is written is flawed and not with Council or administration directive. Staff was asked to meet with SCDOT to leave the temporary bridge on Garners Ferry Road which would save thousands of dollars for the completion of the greenway nature trail. The Contractor and SCDOT agreed but staff did not follow through.

The Hionorable Norman Jackson

- e. Appropriate up to \$300,000 from the Gills Creek Part A project to repair the emergency spillway and an additional \$300,000 to build the boardwalk where the temporary bridge was removed. The Honorable Norman Jackson
- f. I move that Council reconsider the order to request the return of funds used to purchase four acres for county project by CHAO and Associates and move the project forward immediately giving appropriate time to complete the project. The Honorable Norman Jackson
- g. I move that an up to additional \$3 million be appropriated to the project due to constant delays for the past four years. The Honorable Norman Jackson
- h. Move for an update of the SLED investigation on Bullying The Honorable Norman Jackson
- i. Get an updated contract on all employees who report to Council The Honorable Norman Jackson
- j. Allocate \$50k to Believe N Me2 for annual Sunsplash Concert. \$80k For annual Wet N Wild, Halloween Horror, and Light of Christmas to Pinewood Lake Park Foundation and \$25k to SC Gospel Fest for annual LR Gospel Fest. The Honorable Norman Jackson
- k. Council review the H-Tax process and make any necessary changes. The Honorable Gwen Kennedy
- l. Allocate \$150,000 from District 7 - FY18 Hospitality Tax Funds to the SC Gospel Quartet to cover the following: concert, boxing match, play and fashion show. The Honorable Gwen Kennedy

26. 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

SPECIAL CALLED MEETING
June 14, 2018 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Larry Smith, Tim Nielsen, Stacey Hamm, Nancy Stone-Collum, Quinton Epps, Portia Easter, Wendy Davis, Ashley Powell, James Hayes, Jamelle Ellis, Dwight Hanna, Jeff Ruble, O’Jetta Bryant, Tyler Kirk, Steven Gaither, Wanda Kelly, and Tracy Hegler

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.

Ms. Dickerson stated that Mr. Pearce was not in attendance due to a family emergency.

2. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. Kennedy, to adopt the agenda as published.

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

The vote in favor was unanimous.

3. **SECOND READING**

Millage Agencies

1. ***Richland County Recreation Commission (Requested \$14,601,333 – Mill Cap)*** – Mr. Manning moved, seconded by Ms. Myers, to fund the Richland County Recreation Commission at the millage cap.

Mr. N. Jackson stated while he is glad they have a new Director to handle business at the agency; however, he still has some concerns, whatever they asked for and get, the summer programs will be addressed. In the past, there was a shortage of funds for kids for the summer. They had to raise the fee and there were some concerns that a lot of people could not afford these summer programs. He is hoping the budget they presented to us, they will have the money, so they will not have to raise the fee for these kids.

Mr. Hayes stated they requested the cap in the amount of \$14.6 Million, as approved by the County Auditor.

Mr. N. Jackson stated that by 3rd Reading he would like to hear from them regarding the fees for the kids, and they will not have to raise the price.

Ms. McBride stated she would like to echo what Mr. N. Jackson said. Also, there are community organizations that have been using recreational facilities, and some were actually built for those community agencies. With everything going on, in terms of high costs, they cannot afford to pay additional costs. As taxpayers they are already paying for the Recreation Commission. She wants to know if those community/neighborhood associations will be able to use the facilities, designated for them, at no costs. In addition, that the appropriate staff be provided to staff the facilities.

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

The vote in favor was unanimous.

2. ***Columbia Area Mental Health (Requested \$2,032,210)*** – Mr. Manning moved, seconded by Ms. McBride, to fund the Columbia Area Mental Health at the cap.

Ms. Myers inquired if the \$2,032,210 is the cap.

Mr. Hayes stated they requested less than the cap. The cap is \$2,153,501. He stated you are voting on the requested amount.

Ms. Myers stated Mr. Manning's motion was for the cap. The number that is recited on the millage agencies is not the cap.

Mr. Manning stated his motion is for the Columbia Area Mental Center to be funded at the cap.

Ms. McBride inquired if it was possible they did not know the actual amount for the cap.

Mr. Hayes stated he told them what the cap figure was. Maybe their budget request came in under the cap, but he did relay to them what the cap amount was.

Ms. McBride stated she realizes there are many, many mental health needs in Richland County.

Ms. Myers inquired if there was anyone in attendance from the Mental Health agency because she would like to understand. She stated she is in favor of mental health care, but they know their budget.

Mr. Livingston inquired if they got the cap number from staff prior to submitting their budget.

Mr. Hayes stated he believes it was provided to them before they submitted their budget.

Mr. C. Jackson stated, putting on a former hat of a millage agency that received funding from Council, this is really not that unusual. We made provisions to use those funds in the most prudent manner possible. Even though we asked for less than what we were given, on more than one occasion, we graciously accepted those dollars and used them in a very prudent manner.

Mr. Malinowski stated, based on what Mr. Hayes said regarding obtaining the information, making them aware of the cap versus their requested amount, he thinks we should honor what they are asking for.

Mr. Malinowski made a substitute motion to fund them at their request, seconded by Mr. Rose.

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Mr. Manning stated he might not have heard that exactly right. He thought originally the answer was yes they had it, but then he thought the answer kind of moved into well I'm not sure they had it. He requested clarification on which is the answer. Since this motion is based on, what he thought was a different answer than the final answer.

Mr. Hayes stated because they were one of the later ones that submitted a budget. And, obviously we have multiple millage agencies, he really cannot remember, in terms of when the email went out. The only thing he can say conclusively is the document they sent, in terms of their requested amount, was \$2,032,210. That is what they requested.

Ms. McBride inquired if they can provide us additional information prior to 3rd Reading.

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

Opposed: C. Jackson and Manning

The vote was in favor of the substitute motion.

3. Public Library (Requested \$28,275,839 – Above Mill Cap)

- a. Move that Richland Library, in addition to being funded at the allowable cap adjustment for CPI and Population Growth, receive the requested \$940,000 for Lower Richland and Edgewood Branch start-up funding.**
- b. Reduce amount to Lower Richland while library is in temporary location at \$100,000 or 2 head counts until year when permanent library location and construction plans established.**

Mr. Hayes stated the Richland Public Library requested above the cap at \$28,275,839. There are some companion motions sponsored by Mr. Manning and Ms. Myers.

Mr. Livingston inquired if any of the funds from the sale of the property or from the General Fund.

Dr. Yudice stated the additional request pertains to the proceeds of the sale of the property.

Mr. Livingston inquired if it was part of the \$940,000.

Dr. Yudice stated she believes it was \$700,000±.

Ms. Myers stated the response to the question is the \$700,000± and then there is additional funding, which makes up the \$940,000.

Mr. Malinowski stated his recollection from all of the budget requests, and percentages, that this particular agency request was the highest request, percentage wise. He inquired about the dollar amount they are above the cap.

Mr. Hayes stated the cap amount is \$27,55,839.

Ms. McBride stated, the \$940,000 for the Lower Richland and Edgewood branches, she has been working on the Edgewood branch for over 5 years. This is regarding the start-up funding. She inquired if there is a difference in the amount of money that will be designated for Lower Richland versus the Edgewood branch.

Mr. Hayes stated he believed, in the packet they submitted to Council, they outlined how much would be for each of the branches.

Ms. McBride stated she supports both of them, but she knows how long they have worked on the Edgewood branch. She would hope it would not be jeopardized for another project. They is why she was questioning the amount of money, and whether one would affect the other.

Dr. Yudice stated the proceeds from the property was \$909,905.50.

Ms. Huggins stated the money they requested above the cap was \$420,000. That money is for operational costs for Lower Richland only. The \$700,000 they requested from the proceeds of the sale of Sandhills is not in their operational budget request. They have been talking about that as a separate transaction. She stated she was surprised to see a \$940,000 figure here. The operational costs for Edgewood is in our cap budget. They do not need any additional funding for that. They have already hired a manager, and are starting to hire staff. They are on the way to opening that location. It is the capital costs, that is not here, that is separate.

Mr. N. Jackson stated he knows that Ms. McBride has been working for 4 years, but they have been working for the past 10 years on the Lower Richland Library. The distance between the Southeast branch and Eastover branch is 17 miles.

Ms. McBride stated they have probably been working on Edgewood for 20 years. She just said that she has been working on it 5 years.

Ms. Dickerson inquired about the affect when we go to the cap, and where would the funds come from when exceed the cap. She inquired if the Library had their budget knowing what the cap was before they submitted their budget. She also inquired if the \$909,905 was supposed to go to help with the Library.

Mr. Hayes stated, by State law, you cannot exceed the cap, in terms of millage. You can authorize funding that would come from the General Fund. For example, last year you used \$325,000 discretionary general fund dollars.

Mr. Manning stated, for clarification, that last year we did do funding, for millage agencies, beyond the millage, out of the General Fund.

Mr. Hayes responded in the affirmative.

Mr. Manning stated this is not the first time we have ever done this. As a fact, in his 9 years here it has happened more years than it has not. He stated the motion that he put in, that somehow got put into all this, with some wordsmithing, was not this. It had a figure for both branches that had nothing to do with the sale because he thought they had dealt with that in a different way. He requested Finance assist him with the motion he actually turned in.

Mr. Hayes responded that this is the motion Mr. Manning turned in. If you recall, the \$940,000, you are referring to, it was his understanding Mr. Manning was referring to the sale, because there is only one \$900,000.

Mr. Manning stated he was never referring, because, as he said, from day one, when we were looking at putting that property on sale, he carried on about it being a library building and when we sale a library that the library should get library building money into their budget to do what they

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need to do with it. He has been firm, from day one. At some point, and with what the library turned in, he saw 2 figures. One that looked like what he was seeing for us to adequately and properly serve the citizens at Edgewood, who for some time between when Richland County was founded and today, have been wanting a library, and a chunk of money for Lower Richland, who for some time between when Richland County was founded and today, have been wanting a library. He understands that. He is in a district that does not have a library. He understands these people have been trying to get forever, but he is not going to be convinced that he was thinking, in his motion, that was library sale proceeds.

Mr. Hayes stated they put the motion down just as you sent it in the email. If the \$940,000 was not proceeds, what was the funding source?

Mr. Manning stated, like other things in here, it would have been out of the General Fund balance.

Mr. Hayes stated that was not indicated, so he could not put it down.

Ms. Myers stated, in harmony with Mr. Manning, she joined his motion and she thought it was a General Fund motion, as well. She would like to clarify that she is supporting the allocation coming from the General Fund. She stated she added the 2nd companion motion for the Lower Richland branch. She did not want to see us, day 1, funding 6 head count when we are still in build out phase.

Mr. Manning inquired if this budget includes an amount of money to grow the General Fund balance.

Mr. Hayes stated Council approved the General Fund budget for FY198. What you are doing is amending. The amount of money used to balance the budget from the General Fund was not added to it. We did not use anymore fund balance. They opted to keep the same amount that was approved last year.

Mr. Manning stated, last year when the biennium budget was presented to Council, which was going to make a lot less work and chaos this year, we were told that in the budget was to grow the General Fund balance by \$2 million. Last year, the motion was made to only grow the General Fund balance by \$1 million. And, this Council, pretty liberally, spent a \$1 million extra than what was in front of us because we were only growing the General Fund balance by \$1 million, instead of \$2 million. When we approved the budget, there was also an amount, which he believes was \$2 million, that in this 2nd year of the biennial budget, to continue aggressively grow the General Fund balance. He inquired if that was correct.

Mr. Hayes stated the FY19 was already approved at a certain amount. This is a budget amendment. We opted to not increase what was already approved for the FY19 budget, in terms of fund balance. But in terms of amending the budget, no, we did not account for any adjustments to increase the fund balance. We opted not to use any more additional fund balance than was already approved.

Mr. Livingston stated, as he recalls, there was a projected amount for the fund balance for each year. The question is what is that projected amount in this current budget.

Mr. Hayes stated it was projected FY18 General Fund Balance would at 24%, and at the end of FY19 it would be 26%. Currently, at the end of FY17 it exceeded the total and it is 25%. So the number we were trying to reach by the end of FY18, which was 24%, we actually reached at the end of FY17.

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Mr. C. Jackson stated, based upon the numbers, what he remembers last year, the results are now higher than what the projection was, which is a positive thing. So, the goal to reach the 26% should be very easy, and assuming it's a biennium budget, we should be on track to exceed that. The answer is we have already grown it, beyond the number, and we anticipate growing it greater.

Mr. Manning inquired if we can get a dollar figure related to that. He, like the Chairwoman, would like to track, but he would love to have the number of how many tens of thousands of dollars that we could still meet our goal of the 26%, in the General Fund balance, and how much additional money that would leave us available while we are working on this budget to help those 2 libraries to come online and seniors on waiting lists for Meals on Wheels. When it looks very clear to him that we are in a very positive financial position to, on June 30, 2019, to have our fund balance very nicely grown and still be spending money to take care of our citizens.

Mr. Hayes stated we can set something up for 3rd Reading. The only caveat he would put out is that the 25% number he gave was the fund balance as of the end of FY17. Keep in mind, we are still in the midst of FY18, so we are still spending money. We can make projections for FY18, but you do not know where you are going to end up at. You do not want to overtax yourself with that.

Mr. Manning stated he agrees with Mr. Hayes. When we were doing this last year, and as Mr. Hayes's said, we have done a lot better than we anticipated, this Council made the decision to only attempt to grow it by 1% instead of 2%. We all have been provided the revenue, in this fiscal year, after 3 quarters. There is absolutely every reason to believe that we are going to meet or exceed, this year, just like we have for the last 4 years. He stated he made the argument last year that every year our fund balance grew without us trying to grow it because we have been bringing in more revenue than what we have been expending in a budget, even when we take all of the millage agencies up to the cap.

Ms. Myers stated with Mr. Hayes projections, which are very conservative, are we on track to be ahead again.

Mr. Hayes stated he did not want to give an answer tonight. This works congruently with Ms. Hamm's office. Her office tracks that part every month, so he would like to sit down with her before 3rd Reading.

Mr. Manning moved, seconded Ms. Myers, to fund the Public Library at the millage cap, and in addition, we provide them with \$840,000, that does not include the proceeds from the sale of the Sandhills branch.

Mr. Malinowski inquired why \$840,000 when the Director indicated \$420,000.

Mr. Manning stated he believes the Director was mentioning for one of the branches. The reason he took down the amount to \$840,000 is the note under the companion motion is about retaining, in our fund balance, the \$100,000 rather than them retaining it in their fund balance.

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

Opposed: Malinowski and Dickerson

The vote was in favor.

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4. **Riverbanks Zoo and Gardens (Requested \$2,300,241)** – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve the Riverbanks Zoo and Gardens at the requested amount.

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

The vote in favor was unanimous.

5. **Midlands Technical College – Operating (Requested \$6,087,264)** – Mr. Malinowski moved, seconded by Mr. N. Jackson, to fund Midlands Technical College Operating at the requested amount.

Mr. Manning inquired if that is up to the cap.

Mr. Hayes responded in the affirmative.

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

Abstain: Livingston

The vote in favor was unanimous with Mr. Livingston abstaining from the vote.

6. **Midlands Technical College – Capital (Requested \$3,177,870)** – Mr. N. Jackson moved, seconded by Mr. Malinowski, to fund Midlands Technical College Capital at the requested amount.

Mr. C. Jackson inquired if this amount is less than last year, based upon the payments and reduction in the capital fees that were being paid.

Mr. Hayes stated the amount is different from last year because the carry forward dollars coming out of this year is less than last year.

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

Abstain: Livingston

The vote in favor was unanimous with Mr. Livingston abstaining from the vote.

7. **School District One (Richland District 1 is asking for Council set the Cap millage rate of 263.4, plus look back of 3.4 or 266.8) NOTE: At the rate the district is requesting, the dollar amount is estimated by the District to be \$224,927,684.** – Ms. Kennedy moved, seconded by Mr. Manning, to fund Richland School District One at the cap and what they asked for.

Mr. Malinowski stated, for clarification, that Ms. Kennedy said she hoped Council would fund them at the cap and what they asked for. We have 2 different things here.

Mr. Hayes stated Richland One is asking for the cap and some look back millage.

Ms. Kennedy stated she hoped they would be funded at that.

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Mr. Malinowski stated on p. 3 of the PowerPoint it shows FY19 at 257.6, yet on the motions list it shows 263.4. If you add the 3.4 look back millage to the 257.6, you are at 261, not 266.8.

Mr. Hayes stated if you add the millage cap of 263.4. Their current millage rate is 257.6. If they got a millage cap increase it would go to 263.4, plus look back millage of 3.4 give you a total of 266.8.

Ms. Myers inquired if we got a response back from the Legal Department as to whether we would do any damage to what we are required to do under law by providing the 2 districts their requests, which is fund the based on millage and not a dollar figure.

Dr. Yudice stated they met with the School Districts this week and Mr. Smith has been in communications with them, along with Mr. Hayes on this matter.

Mr. Manning moved to defer this under Mr. Smith is present to give a legal opinion on this matter.

The motion died for lack of a second.

Ms. Myers stated she is happy to move forward, but she is still confused. The Chair's question last week was, "Are we creating a slippery slope and then be in the realm where all of the millage agencies ask us to authorize them or mills, and not a dollar figure." And, does that violate the State statute.

Dr. Yudice stated there are some issues that we discussed in the regard to the ordinances. Mr. Hayes has a path forward that does not require an ordinance for each of the school districts. We are still in discusses with the school districts about that path forward.

Mr. C. Jackson stated that when that ordinance comes back up, at our next Council meeting, he is prepared to make a motion with regard to tabling that until that specific amendment, to what they are asking, comes forward.

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

Opposed: Malinowski and Manning

The vote was in favor.

- 8. School District Two (Richland District 2 is asking that Council set the millage rate at 331.6) NOTE: At the rate the district is requesting, the dollar amount will stay the same as the cap amount (\$152,286,785).** –Mr. C. Jackson moved, seconded by Mr. N. Jackson, to approve Richland School District Two at their requested amount.

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

The vote in favor was unanimous.

GRANTS

- 9. Accommodations Tax (Approval of A-Tax Committee recommendations)** – Mr. Manning stated we asked earlier about the fact that the Accommodations Tax had been down 50%. The answer came back there were 4 or 6 motels that closed down. He inquired if that tracked right. If that dropped our

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amount coming in by 50% then that sounds to him like we have 9 hotels/motels in the whole County.

Mr. Hayes stated as he reached out to the Department of Revenue, as he mentioned in a companion document, the answer he got was not 4 hotels closing. The young lady said in her email there were 4 accounts that were closed, which were 4 hotels. She did not specifically say those hotels closed. That explained why there was a differential in Accommodations Tax revenue.

Mr. Manning stated thus his question. If we had the solar eclipse. We had more people come into this town than ever in the history, staying in every hotel and motel. And 4 hotels closed their account, which he is guessing means closed down because I do not think a hotel can just say we are closing our account and not going to send you the Accommodations Tax. Then if the proceeds had dropped by 50% in the first quarter, then it seems like what happened to us was half our hotels disappeared, which would mean there is only 4 left. He got Mr. Hayes answer, and that is why he is asking for clarification because it does not make any sense to him that we dropped 50% because 4 hotels did not have an account down at the Department of Revenue. He inquired if that seemed to make sense to Mr. Hayes.

Mr. Hayes said he did not say it made sense to him. What he said was that is the answer she gave and that was all the information she had. We can only go off that. If Council would like for him to do additional research, he has no problem with that.

Mr. Manning stated he absolutely would because when he brought it up, he brought it up because he could not understand how we dropped 50% of our revenue from A-Tax. And, then it looked like the answer was 4 motels closed and that cost you 50% of all your A-Tax. If you agree with me that does not make sense, then whoever can help us try to make some sense.

Ms. Dickerson inquired if that would be because the City has annexed some properties. And, she also knows some other small towns have annexed some properties that would take those hotels and restaurants out of the unincorporated area and put them into the City.

Mr. Hayes stated that is a viable possibility.

Mr. N. Jackson stated he made a motion last year about annexation of properties such as that. He is not sure what happened with that motion, but one of his concerns was if the City decided to start annexing for Hospitality Tax purposes, then the County would not have any funding. And, we would do away with it if the County would not benefit from it. The County is the only one that can approve the Hospitality Tax, not the City. If it is shut down, then they would not benefit either. The motion he did, and went to committee, was to investigate and meet with the City to let them know we will not tolerate them trying to get all the Hospitality Tax dollars.

Mr. Manning inquired if he was recalling correctly, that if a municipality annexes, they do not get the money immediately. Does it not phase in?

Mr. Hayes stated he would have to research that.

Mr. Manning stated the drop off could not even be that immediate with the annexation. So, there is a good bit to be investigated.

Mr. Livingston moved, seconded by Ms. Kennedy, to approve the Accommodations Tax recommendations in the amount of \$630,000.

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

The vote in favor was unanimous.

- 10. Hospitality Tax (Approval of the funding level for the Ordinance Agencies at FY18 level) NOTE: Columbia Museum of Art, Historic Columbia, EdVenture and Township** – Mr. Livingston moved, seconded by Mr. Manning, to approve the funding level for the Ordinance Agencies.

Mr. Livingston inquired if this is the recommendation from the biennium budget from last time.

Mr. Hayes stated the funding levels are the same levels. He stated Council approved the same amount basic funding levels for FY18 and FY19, with the exception of \$38,000 difference between the 2 years. The funding levels are what was approved for FY18.

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

The vote in favor was unanimous.

- 11. Hospitality Tax (Approval of H-Tax Committee recommendations)** – Mr. Manning moved, seconded by Ms. Myers, to approve the Hospitality Tax Committee recommendations.

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

The vote in favor is unanimous.

- 12. Hospitality Tax (Approval of recommended funding level for Special Promotions Agencies at FY18 level) NOTE: Columbia Metropolitan Convention Center and Visitor's Bureau & Columbia International Festival** – Mr. Manning moved, seconded by Mr. N. Jackson, to approve the Special Promotions Agencies at the FY18 funding level.

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

The vote in favor was unanimous.

- 13. Hospitality Tax (Approval of SERCO – Tier 3 – funding level)** – Mr. N. Jackson moved, seconded by Ms. Myers, to approve SERCO at the FY18 funding level.

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

The vote in favor was unanimous.

- 14. Hospitality Tax (Approval of Famously Hot New Year – Tier 3 – funding level)** – Mr. Livingston moved, seconded by Mr. N. Jackson, to approve Famously Hot New Year's funding level.

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

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The vote in favor was unanimous.

15. Hospitality Tax (Approval of Gateway to the Army Association [Council Advocacy Group]) – Mr. Manning moved, seconded by Mr. Rose, to approve the Gateway to the Army Association at \$100,000 level, as we did last year, with the initial approval for the three-year commitment.

Ms. Dickerson inquired about how many years we have left on this funding.

Mr. Hayes stated it is 3 years. He believes FY19 would be the 2nd year.

Mr. N. Jackson inquired if that was the one where citizens, even if you were a taxpayer, could not be on the property if you had a felony. He stated that was a discussion and he did not support it last time. Even though you are a taxpayer, if you had a past felony, you could not enter on that property.

Mr. Hayes stated he would have to defer that to Administration.

In Favor: Manning, Dickerson, Livingston and Rose

Opposed: Malinowski, C. Jackson, Myers, Kennedy, N. Jackson and McBride

The motion failed.

Ms. Myers inquired if we can get some clarity on that issue because that is pretty critical. We are allocating money, that is generated by taxpayers, for something they cannot all share.

Ms. Dickerson stated she will confirm that what Mr. N. Jackson said. The fact is the property is on Ft. Jackson and there are certain passes you will have to get to get on Ft. Jackson. And, some people will not qualify to go on Ft. Jackson.

Mr. Manning stated some of the other ones we passed pending more information. This one we did not pass. He inquired if that would take a reconsideration vote before we consider it next week, correct?

Ms. Myers moved, seconded by Mr. Manning, to reconsider this item.

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

Opposed: Malinowski

The vote was in favor of reconsideration.

Mr. Manning moved, seconded by Mr. C. Jackson, to approve the Gateway to the Army Association funding.

Ms. Myers stated we are voting, contingent on getting the requested information, and having some confirmation that all citizens can access, in some way, the property.

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

Opposed: Malinowski

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The vote was in favor.

- 16. Hospitality Tax (Approval of Gateway Pocket Park/Blight Removal Project)** – Mr. Manning moved, seconded by Mr. Malinowski, to approve the Gateway Pocket Park/Blight Removal Project at the FY18 funding level.

Mr. Malinowski inquired as to what this is and where it is.

Mr. Hayes stated this is something Council approved last year.

Mr. Manning stated he recalled this item and the next item about the Historic Corridor that the work, while we had talked about it at one point, was rolled into the Renaissance Plan. Then the Renaissance Plan got deferred. We had the funding from last year, and we are doing the funding this year. His thought would certainly be that even though it had been in a big program, the fact that the big program is not together, parts and pieces, like this part and piece that we started funding last year, and continuing to fund now, he is of the thought that staff would not be saying well the Renaissance Plan is not moving forward, but parts and pieces like this that we already started funding, and we are funding, are going to be moving forward.

Ms. Dickerson requested staff to clarify this for her. She has to make sure these 2 parts were actually a part of that package.

Dr. Yudice stated she will provide that information prior to 3rd Reading.

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

The vote in favor was unanimous.

- 17. Hospitality Tax (Approval of Historical Corridor funding level)** -- Mr. Manning moved, seconded by Mr. Livingston, to approve the Historical Corridor funding level.

Mr. C. Jackson inquired if this was the item where we said we were going to have provided to us all of the funding sources, so we would know the different pockets of funds that the agencies received.

Mr. Hayes stated the grants matrix should have been placed at each Council member's seat.

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

The vote in favor was unanimous.

- 18. Hospitality Tax (Approval of Councilmember H-Tax allocations funding level) NOTE: Amounts to \$164,850 to be allocated to each Councilmember** – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

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19. Hospitality Tax (Approval of Conservation Commission funding level) – Mr. Malinowski moved, seconded by Ms. Myers, to approve the Conservation Commission funding level.

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

The vote in favor was unanimous.

20. Hospitality Tax (Approval of Multi-purpose facility funding level) – Ms. Dickerson requested someone to explain this item.

Ms. Myers stated this was a part of the Renaissance Plan. It was for the multi-purpose facility that we were going to locate somewhere in the Southeast Corridor of Richland County. She respectfully requested that it not be thrown out with the Renaissance Plan, and allow staff to continue working on that.

Mr. Manning inquired if the funding will stay in the fund balance, if we approve it now.

Mr. Hayes stated the funding has actually been appropriated. It is not in the fund balance. It has been assigned a budget code and is accessible now. Fund balance are items that have not been budgeted by Council, but this particular item has actually been approved and is budgeted and accessible.

Ms. Myers moved, seconded by Mr. N. Jackson, to approve the multi-purpose facility funding level.

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

Opposed: Malinowski and Rose

The vote was in favor.

21. Hospitality Tax (Approval of Reserve for Future Years/Contingency funding level) – Mr. Hayes stated these funds are currently budgeted. They are not in the fund balance.

Mr. Manning stated, for clarification, so we did that last year.

Mr. Hayes responded in the affirmative.

Mr. Manning inquired about what happens to the funding when this year ends.

Mr. Hayes stated those funds because they are being decreased in expenditures would roll into the fund balance.

Mr. Manning stated, for clarification, so what we did last year with this contingency is on July 1 is going to roll into this year. And, this would be approving a replacement of that to sit there for a year. He inquired as to what kind of things we could spend it on.

Mr. Hayes stated it was actually approved for both years of the biennium when Council passed the budget last year. He stated he cannot speak for why the previous Administrator put it in there, but it was for unplanned expenditures that would come up, but Council would have those funds at their discretion to use.

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Mr. Manning stated if it was approved in the biennium budget, then it would not be before us tonight. Anything approved last year, for this year, is not before us. He thinks maybe this was recommended for each year, not approved. So, what we approved last year for this \$1 million contingency sat around this whole year, and will go into the hospitality fund balance. If we approve this, we in essence, we would be re-upping having a \$1 million, that would not take a budget amendment. That any Council member, at any point, could say "I move for \$500,000 to go to such and such parade" and if there were 6 votes the funding will go to such and such parade because it would not take 3 readings and a public hearing. We are putting \$1 million, just sitting there available for one vote.

Mr. Hayes stated the funding level was essentially the same. He is putting before you the items in FY18, that you did approve, for recommendation for FY19.

Mr. Manning stated he understands that what Mr. Hayes did, but his question is, is he correct, procedurally, that if we pass this \$1 million contingency tonight, for the entire FY18-19, there will be \$1 million, just sitting there, that with one vote of 6 people \$500,000 could just go somewhere without our usual because by calling it a contingency we are just parking easy money out there for year. Is that an accurate statement?

Mr. Hayes stated he would not use that vernacular, in terms of just sitting there. He would say it is budgeted items that would be available for Council approval.

Mr. Livingston stated the description says, "approval of reserve for future years/contingency funding level."

Dr. Yudice stated this was included in last year's budget for FY18 for a contingency for those projects funded with the H-Tax that were related to Richland Renaissance. Since the Renaissance has been deferred, what we did is put it in here for any unplanned expenses for the Historical Corridor or multi-purpose facility.

Mr. N. Jackson stated, over the years, when we allocate Hospitality Tax funds, sometime you have a project that comes that needs some funding, and we would have to do a budget amendment. What we discussed last year was to put some money in a fund, so we would not have to do a budget amendment. He remembers some colleges wanted to have a football game or have a winning year and need some funding. We would have to do a budget amendment. If we had a reserve set aside, we would not have to do a budget amendment, and that is what that money was for.

Ms. Dickerson stated she thinks the purpose was what Mr. N. Jackson explained. She did not know if we would have set aside that money for what Dr. Yudice explained. She requested clarification prior to 3rd Reading.

Mr. Manning moved, seconded by Mr. Malinowski, to approve \$100,000 in contingency funding.

In Favor: Malinowski, Kennedy, Manning, Livingston, and Rose

Opposed: C. Jackson, Myers, Dickerson, N. Jackson and McBride

The motion failed.

Ms. Kennedy stated, for clarification, she heard "if we come up with something we could use this money for", which means any Council member.

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Ms. Dickerson stated it would be available to all of the Council members.

Ms. Kennedy inquired as to types of projects because she has a Magistrate's Office coming in her district.

Ms. Dickerson stated you could not use it for that. It would be specifics it would be used for.

Mr. N. Jackson stated it could be used for promotions or tourism-related.

Mr. Manning stated Council has an ordinance, that we take very serious, that if we are going to change things, that we have a very good way to do that, which is 3 readings and public hearing. He stated he is uncomfortable with any money just sitting out there that we find a way to shortcut, and circumvent, 3 readings and a public hearing for our tax money.

Mr. Manning moved, seconded by Mr. Malinowski, to not approve any contingency funding.

Mr. Malinowski stated he has to agree with Councilman Manning on this because, if we are trying to pass the spending of additional funds beyond the basic budget, he believes the public should be invited to have input with the 3 readings and a public hearing. We should really hear what the public has to say. After all, we are spending their money.

Mr. Livingston made a substitute motion, seconded by Ms. Myers, to approve \$200,000 in contingency funding. He stated there are times we do have emergencies and do not have time to go through 3 readings and public hearing, so he would like to have some options for dealing with possible emergencies.

Mr. N. Jackson inquired if this money was available this year.

Mr. Hayes responded in the affirmative.

Mr. N. Jackson inquired as to how much was used.

Mr. Hayes stated none of the funding was used.

Mr. N. Jackson stated, that is his point, it was there to prevent us from doing a budget amendment, but it was not abused or used. It is still there, so he does not see the problem why we cannot have it again because sometimes the Palmetto Classic, and they did not do it in the regular budget, and they need some money for a tourism-related events. We have to do 3 readings and a public hearing, and we do not have time for 3 readings and public hearing. But, if we can request it, and the Councilmember or the group requesting it will give an explanation why they need it.

Mr. Manning made a second substitute motion, seconded by Mr. Malinowski, to approve \$150,000 in contingency funding.

Mr. Livingston withdrew his motion.

Ms. McBride inquired as to what happens to the remaining money. How often can we continue to roll it over?

Mr. Hayes stated the fund balance is indefinite.

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

Opposed: C. Jackson, Dickerson, and Rose

The vote was in favor.

Ms. Dickerson stated when you need something, and you exceed it, we are going to be doing 3 readings and a public hearing.

- 22. Hospitality Tax (Approval of Transfers Out funding level)** – Mr. Livingston moved, seconded by Mr. Malinowski, to approve the Transfers Out funding level.

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

The vote in favor was unanimous.

- 23. Hospitality Tax (A one-time additional allocation of \$250,000 to the Columbia Museum of Art from H-Tax fund balance)** *NOTE: This is a carryover item that did not get taken up during the FY18 budget process.* – Mr. Manning moved, seconded by Mr. C. Jackson, to approve the one-time allocation of \$250,000 to the Columbia Museum of Art from the unallocated H-Tax fund balance.

Ms. Dickerson inquired as to why an additional \$250,000 is needed for this item.

Mr. Hayes stated his understanding, in the email Mr. Pearce sent, it is a carryover item that did not get taken up during the FY18 budget process.

Mr. Livingston stated it is to assist with the renovations they requested us to support last year.

Ms. Dickerson inquired if we allocated them funding last year.

Mr. Hayes stated they only received their ordinance agency allocation last year.

Mr. Manning stated we have voted favorable on a couple other items, while we were wanting a lot of clarification for 3rd Reading. In Mr. Pearce's absence, he would respectfully request that we vote to move this forward to 3rd Reading and let him answer.

Mr. Malinowski stated he would like additional information regarding how this will affect the 25%/75% (Incorporated/Unincorporated) split for H-Tax.

In Favor: C. Jackson, Myers, Manning, N. Jackson, Livingston and Rose

Opposed: Malinowski, Dickerson and McBride

The vote was in favor.

- 24. Hospitality Tax (\$25,000 to Columbia Classical Ballet)** – Mr. Hayes stated Items 24 – 29 were sponsored by Ms. Myers.

Ms. Myers stated these are allocations for entities that benefit all of the districts.

Mr. Manning moved, seconded by Ms. Myers, to approve Items 24 – 29.

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Mr. Malinowski stated he does not know if he would say these benefit all of the districts; however, each one of these items that is here is already receiving Hospitality Tax. In the past years, individual Council members would give from their \$164,000+ allotment to these agencies, which gave them equal or greater than what they asked for. He thinks if an individual wants to do that, then they should do it, but he does not think one person should, for a few people, say let's give them this, then we do not have to take it from ours and ours is still available for something else.

Mr. Livingston inquired if that consistent with what we did last year for Items 24 and 25.

Mr. Hayes stated these would not be in the backup packet because they are individual Council motions.

Mr. Malinowski inquired if we can see in the backup how much these agencies have been recommended for funding.

Mr. Hayes stated if you look at the grants matrix.

Mr. Livingston inquired if it is consistent with what we did last year for EdVenture, or are these additional funds to some other funds they are getting.

Ms. Myers stated EdVenture is consistently underfunded. They have issues with their building, and other constraints, they have asked us to help them with last year, and this year. She stated she is consistently amazed that EdVenture, the children's museum, is not funded comparably to what we do for the Columbia Museum Art. To the extent, that it is a museum, like the Columbia Museum, but just for children. They take their programs to all of the children, even those out in the unincorporated areas. They are constrained because of the ownership structure of their building, and they need additional resources. She requested that we fund them out of H-Tax fund balance this year, but next year to move them up to Tier 1 agencies, that get an additional allocation from the County, to sustain their programs and help them get to the point where they are not begging consistently for an additional allocation to meet their budget.

Mr. N. Jackson stated he has no problem doing that, but he is concerned because they already received \$155,000, and here is another \$200,000. There is a cap of 25% that is allocated to the City. He wants to make sure we do not go over the cap. The City gets twice as much as we get in Hospitality Tax funds, and we keep pushing so much into the City. He does not want the unincorporated area not to be served properly.

Ms. Dickerson requested a friendly amendment to reduce the request from \$200,000 to \$100,000. Then we can put it in one of the tiers for the next year. She stated she thought this was one of our ordinance agencies.

Mr. Hayes stated EdVenture is an ordinance agency.

Ms. Dickerson stated she thought EdVenture, the museum and the Township were ordinance agencies. She inquired as to how much EdVenture is already getting.

Ms. Myers stated \$155,557, which is really low. She stated the reason she is very concerned about this is EdVenture is in the City limits, but it is the only children's museum that we have within Richland County. It reaches every part of the County. They do programs in everybody's areas. They bus the programs out to all of the schools, and they are treated like a 2nd class museum because all of their patrons are tiny. She is advocating for their museum's patrons to be given the same kind of

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consideration because this is an important museum, and they are perennially strapped for funding. She understands looking forward, but if we could not reduce it from \$200,000 tonight, but work together to get it in the Tier 1 groups, at a level, we are happy with. She requested that we please give them this funding to support children's programming. They do excellent STEM programming, arts programming, and with the schools cutting out those programs, we need them.

Ms. McBride stated she supports EdVenture, and the need for the children's museum. She stated it is Hospitality Tax funds, so you are limited in what can be done. She does not know whether the \$200,000 would profit the programs they have because of the limitations on the Hospitality Tax funds. She realizes it is to recruit more people coming to the museum, but she is questioning how useful that amount of money would be.

Mr. Manning stated there are many things they are funding that Hospitality Tax funding could fund. With this allotment, they would be able to use the money they are using now to do the programming.

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

Opposed: Malinowski

The vote was in favor.

Mr. Livingston requested an accounting of these items for 3rd Reading, so we do not run out of money.

- 25. Hospitality Tax (\$25,000 to Columbia City Ballet)** – Taken up under Item 24.
- 26. Hospitality Tax (\$15,000 to Olympia Granby Historical Society)** – Taken up under Item 24.
- 27. Hospitality Tax (\$10,000 to Annual World Affairs Council Dinner)** – Taken up under Item 24.
- 28. Hospitality Tax (\$10,000 to Annual International Festival & New International Student Welcome Event)** – Taken up under Item 24.
- 29. Hospitality Tax (\$200,000 to EdVenture Children's Museum)** – Taken up under Item 24.
- 30. Hospitality Tax: District 2 Allocations (Moving Forward Summit - \$10,000; River Community Foundation [Blues, Blueberry and BBQ - \$50,000; River Community Foundation [Broad River Community Best in Show Fall Fest] - \$25,000; Richland Music Festival - \$30,000; Capital City Lake Murray Regional Tourism Board - \$10,000; SC Philharmonic - \$2,500; Columbia Classical Ballet - \$3,500; Blythewood Historical Society - \$2,000; Famously Hot New Year - \$5,000; Midlands Tech Harbison Theatre - \$2,500; and Palmetto Capital City Classic - \$5,000)** -- Mr. Manning moved, seconded by Ms. Myers, to approve the District 2 allocations.

Mr. Malinowski inquired if this was coming from Ms. Dickerson's individual H-Tax allocation.

Ms. Dickerson stated it is coming from her individual allocation.

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

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The vote in favor was unanimous.

- 31. Hospitality Tax (Move to approve \$150,000 for Promotions at Pinewood Lake Park by the Foundation which must submit a plan of events)** – Mr. N. Jackson moved, seconded by Ms. Kennedy, to approve \$150,000 for Promotions at Pinewood Lake Park.

Mr. Malinowski stated he thought the Conservation Commission was in charge of the Pinewood Lake events and running of it. It was his understanding, they tried numerous times to have discussions with the Foundation, and the Foundation ignored them. In the memos Council received, the Commission stated they had tried to work with the Foundation, but they had not been successful. He requested some clarification on this matter.

Mr. N. Jackson stated that was for the operations and management of the park, not the promotions. The Foundation did the promotions, and the Conservation Commission was offered to manage and operate the park. Since 2008, he believes \$250,000 a year was for promotions for the Lower Richland community. That is why over the past years, he has allocated \$150,000 for promotion purpose. The Foundation was requested to submit a plan of events before it moves forward. It has nothing to do with the difference we are talking about with operations, that is totally separate.

Dr. Yudice stated, last year, Council approved \$75,000 for the Foundation for promotions, through the Conservation Commission. The Conservation Commission and the Foundation could not agree on the agreement, so the agreement was never executed.

Mr. N. Jackson stated the Conservation Commission gave it back to the Grants Committee because they did not want to be responsible to distribute the funds. That is where the misunderstanding was, and why Administration had different understanding of what happened. The programs did happen, and there were some differences, but the Conservation Commission said they did not want the responsibility to disperse. The Grants Committee already has a process to do it, and that was relayed to Administration to relay to them, but it was never relayed.

Ms. Hegler stated Mr. N. Jackson's original statement is correct. The Conservation Commission was given the operations and management of Pinewood Lake Park, not the task of promoting it. It got compounded last year with a motion to allocate \$75,000 for promotions through the Commission to the Foundation. The agreement was never executed. She does not think it is the intention of the Commission to do promotions. It is the motion, and directive of Council, for the Commission to do the management and operations of the park.

Mr. N. Jackson stated this is about promotions, not the management and operations.

Mr. Malinowski inquired if promotions would come under overall management. He inquired how we can give money to a group that supposed to be under the authority of an agency within the County.

Ms. Hegler stated that was the motion from last year, you would have to ask Mr. N. Jackson if that was his intent this year.

Mr. N. Jackson stated the year before the Foundation got \$150,000 for promotions, and they had promotions for 12 months at the park. Last year, Council decided to give the funding through the Conservation Commission. The Conservation Commission said they did not want to be responsible for doing it because we have a grants committee that handles the entire process, so they sent it back to the grants committee to handle it. It did not make sense for them to go through that process. They are only responsible for making recommendations for promotions and operations, which is

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totally different than Hospitality Tax promotions. The Foundation was designed for promotions for the park, and they own part of the park. They were doing promotions for the park. They have a list of what they are supposed to be doing, and Council, or the grants committee, will have to approve what they are doing. That is what they have been doing for the last 4 years.

Ms. Dickerson inquired if we ever used the \$75,000.

Dr. Yudice stated the funds are still available because the agreement was never executed.

Mr. Livingston stated it is his concern that since we have invested in the park that there are promotions. Is it not true, for some reason, the Commission could not work out an agreement with the Foundation?

Dr. Yudice stated she does not know the specific reasons why the Foundation could not agree to execute the agreement, but the fact is the agreement was never executed.

Mr. C. Jackson stated he believes the role of the Commission, as Mr. N. Jackson described, and their willingness to oversee the supervision and operation of the park, was what he remembers being discussed in great detail, last year. He also remembers the \$75,000 for promotions. If in fact that did not occur, and the Commission has no interest in it occurring, in terms of assuming responsibility, and it is not going to affect the Commission's operational budget, he is support of providing the funds to do a better job than we have done promoting that underutilized and under-advertised facility down there.

Mr. N. Jackson stated the funds were supposed to be available July 1. The Conservation Commission had discussions and sent it back to the grants committee, which was never relayed to the Foundation. The events did happen. They did all the events. They were never paid because it was said there was not a signed agreement, but the Foundation did do the events. He stated he guess they are in the red until something has been worked out with that part of the funding. The concern was that the Conservation Commission decided they did not want to do it because we had a grants committee handle, and was designed to handle it, so why should they do it. They sent it back. It did not come back to Council, and he thinks that's where the problem is, with communication.

Mr. Malinowski stated, for clarification, we approved them for \$75,000, but they did not get it because they did not enter into a contract with one of our Richland County entities. Will they automatically get \$150,000 this year, or will they still have to enter into some kind of contract?

Dr. Yudice stated they will have to enter into a contract. That is one of the requirements Council approved on the guidelines.

Ms. Dickerson stated, for clarification, before the \$75,000 is released to the Foundation, they have to enter into a contract for the funds to be funneled to the organization.

Dr. Yudice responded in the affirmative.

Mr. N. Jackson stated this was not through the Conservation Commission because they do not want to handle it. The Grants Department will have to handle it. He stated his motion is not through the Conservation Commission. His motion is how it was done previously because the Conservation Commission did not want to get involved in handling any grants for the park.

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Dr. Yudice stated, since these are Hospitality Tax funds, it has to be through the Grants Department. The Foundation and the County will have to enter into an agreement to release the funds, with the proper documentation.

Mr. Livingston inquired if we have received a proposal, or anything, from the Foundation for \$150,000 for this year.

Dr. Yudice stated not to her knowledge.

Mr. N. Jackson stated this is a Council motion, and he does it every year.

Mr. Livingston stated we do not have anything from this, at this point, requesting these funds.

Mr. N. Jackson stated the motion says the Foundation must submit a plan of events.

Mr. Livingston inquired as to what happened to the \$75,000 from last year.

Mr. Hayes stated it will roll over into the fund balance.

Ms. Dickerson inquired if we have a contract with the Conservation Commission to work with the Foundation.

Dr. Yudice stated she does not believe there is a contract between the Conservation Commission and the County for the management of the park. It was done through a motion.

Mr. Malinowski stated, for clarification, if they were allotted \$75,000 last year, for promotions, why would they need double the amount this year.

Ms. Dickerson stated that is what Mr. N. Jackson is requesting for the Foundation. This is a Council motion. The Foundation has not requested the funding. Basically, before these funds are released, they would have to submit documentation, sign a contract, and go through the procurement process.

Mr. N. Jackson stated it is not double this year. It has been \$150,000 every year. What happened last year was \$75,000 went to the Conservation Commission, and \$75,000 was supposed to go to the grants committee. The Conservation Commission decided they did not want to deal with it, and sent it back to the grants committee. It was never relayed to Council of their decision. That is why \$75,000 lingered throughout the time. It was originally \$150,000.

Dr. Yudice stated that is her recollection. Council approved \$75,000 through the H-Tax and gave \$75,000 to the Conservation Commission for promotions.

Mr. Livingston inquired as to what Conservation Commission did with their \$75,000. Was it operational/management or for promotions?

Dr. Yudice stated it was for promotions.

Ms. Myers stated she was going to call for the question, but she had one comment. We all know we have perennially had issues with this park, but if we are requiring them to execute a contract, and provide to our staff documents for approval before funds are released. It is important that any space in this County that bears Richland County's name be treated like other spaces, and that it be done

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right. She would suggest we move this forward. We are on 2nd reading. There are a lot of questions. Those of us that have questions can get with the Conservation Commission and asks those questions. If next week we still have questions, we have another opportunity to have those answered.

Ms. Myers moved, seconded by C. Jackson, to call for the question.

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

The vote in favor of calling for the question was unanimous.

Mr. Livingston inquired as to who would approve the plan of events.

Dr. Yudice stated, according to the motion, the Foundation will have to submit the plan of events to the Grants Manager.

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

Opposed: Malinowski and Rose

The vote was in favor.

32. Richland County Conservation Commission (RCCC recommended Historic Preservation Grants) Mr. Livingston moved, seconded by Mr. Manning, to approve the Historic Preservation Grants and Community Conservation Grants.

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

Opposed: Malinowski

The vote was in favor.

33. Richland County Conservation Commission (RCCC Community Conservation Grants) – Taken up under Item 32.

34. Neighborhood Redevelopment (Neighborhood Redevelopment matching grants committee) – Ms. McBride moved, seconded by Ms. Myers, to approve Items 34 – 44 for the Neighborhood Redevelopment grants.

Mr. Malinowski made a substitute motion to take them up individually.

The motion died for lack of a second.

Mr. Livingston stated he makes this point every year, so he is trying to be consistent because he has a lot of neighborhoods he would like to submit stuff for to, but he requests them to go through the normal process. He inquired if we have applications for these neighborhoods.

Ms. Hegler stated Fairwold Acres/Harlem Heights submitted their application late, and was not a complete application; therefore, it was unfunded. They received an application for \$1,500 for Atlas Road Community, and were funded through the Neighborhood Matching Grant Program.

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Ms. Myers stated Atlas Road Community is working with the Planning Department on a park, which they have their own land. We are trying to help them figure that out. They needed a little more money to fund the development work we are working on.

Mr. Malinowski stated, like Mr. Livingston, he has concerns. We have a process to go through. If we, as Councilmembers begin to supersede that process, where is the fairness to all those follow the process. The one that was turned in, that was late, he recalled asking the question about that one back when it was brought up. There were 2 months to submit applications, yet they were late. He does not consider that an excuse for being late. In past years this has come, and we have pretty much agreed we are going to follow the process and not going to begin to put all these requests down at 2nd and 3rd reading. He thinks, if we do, then by 3rd reading he would welcome every Councilmember to bring every neighborhood they have and put it down.

Ms. McBride stated, if that is the case, we have circumvented the process the entire time with all of the different programs coming in. She stated she had lots of programs that she could have put on the motion list that have been placed on the motion list, and we voted on it. Lots of deserving programs. Our communities are the basis, the foundation, for us, for the Council, for government. These are the people that protect our community. We are talking about active citizens that are involved. This limited amount of money is so small, but they can do a lot with it. This is a part of the process. This is just like every other entity that has been submitted with this budget. She thinks it is totally unfair to the citizens of Richland County. Those citizens that volunteer their work, and you question \$1,500 for a neighborhood. We need our communities to grow our children. She is amazed that someone would question this after we look at the entire process. The person that sent in the grant late was a neighborhood that was trying to revitalize. The person got off her job. Ms. McBride told the lady about it because not everybody gets the announcements. The same people are usually funded over and over. This is an opportunity to bring more communities into the system, and to involve them. To actually do good for our children, our neighborhoods, and help make them safe.

Ms. Dickerson inquired if Ms. Hegler stated she only received one application.

Ms. Hegler stated, of the neighborhoods listed in Items # 36-40 and # 42-43, they received the one late, that Ms. McBride mentioned. The others they did not receive an application for, at all.

Mr. Manning made a substitute motion, seconded by Mr. Malinowski, to provide \$1,500 for every neighborhood in Richland County.

Ms. Myers withdrew her motion for Item # 41.

Ms. Dickerson stated we have a motion to approve all of them, including Item # 41, for \$1,500.

Mr. Livingston stated Ms. Dickerson needs to let Mr. Manning restate his motion because he thought it was something different.

Mr. Manning stated his motion is very different. After hearing what Ms. McBride said, he was thinking that was why we had the grant application, so they could apply and do all of that. Because all neighborhoods do like that. A lot apply. A lot try to apply, but they get off their job and did not know the deadline. Other ones are looking for money, that do not even apply. Based on the concept that all neighborhoods have good people, who love their County, we should give them all \$1,500.

Ms. Dickerson stated she is in agreement. When you work with the people in the community, they are not professionals. They do not get paid to do laborious jobs.

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Mr. Livingston stated we have absolutely no idea what that motion really means, in terms of dollar amount, and so forth. We do not even know which neighborhoods are considered neighborhoods. He got a list of neighborhoods that was over 300.

Ms. Hegler stated they have a running list of the neighborhoods they know of that totals 490.

Ms. Dickerson inquired if Mr. Manning was referring to the ones that are before us, or to automatically give every neighborhood \$1,500.

Mr. Manning stated, for clarification, for those that apply, is there some criteria to be a neighborhood to apply for the grants. Like all of the ones that did apply for the grant. How could you decide if they could or could not?

Ms. Hegler stated they have to have by-laws established. They have to follow a number of different things. She would still hazard to guess there are quite a few of those.

Mr. Manning stated his motion is, given that, we are adding some to the list that did not apply. We are adding some to the list that applied, that was not quite complete. We are adding to the list because somebody got off work, and when they got it in there, were a little late. And, all the ones that did applications did it right. If we are going to do something like that, then he thinks all neighborhoods, who are eligible to apply for the \$1,500, that they all get \$1,500.

Mr. Malinowski stated, for clarification, Ms. Hegler said there are about 400 on the list, and, if there are, at \$1,500 that is about \$600,000.

Mr. Manning inquired about how much we are already approving out of that, with the ones that did their application, got off work early and got their application in on time, and who filled out their applications correctly. There are a bunch of them that are already covered, right?

Ms. Hegler stated \$50,213 was already approved.

Mr. Rose stated, obviously, he is not going to support Mr. Manning's motion, but he understands the point he is making. The only way to be fair is to have a process in place. Perhaps we need to do better with advertising what that process is. He has nothing against any of these neighborhoods. He can appreciate what the Councilmembers are doing. The problem is when you get into the fairness of how this is going to work. Maybe that is us, as Councilmembers, doing a better job of letting our districts and communities know what is out there and available. In addition, to work with PIO. The only way to be fair, across the board, is to follow the process.

Ms. Kennedy inquired if the guidelines are put out publicly, so these communities will know what they are supposed to be doing, in order to get this money. She also inquired if they are advertised, so the communities know the money is available.

Ms. Hegler stated they post like the H-Tax, A-Tax, and grant agencies. They had 4 workshops, that were well attended. They are recommending more this year than they have in year's past. The process is improving, and our amounts go up. They have not, necessarily, ever capped the amount. They are funding all, but one, that applied. Staff is willing to sit down with the communities to assist with filling the applications out.

Mr. Livingston stated he is assuming the motion is for the funds to come from Neighborhood Development, which has a limited balance. He inquired as to how much is in the fund balance.

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Mr. Hayes stated there is \$1.8 million, as of FY17. Keep in mind, under Item # 35 - \$650,000 is to be approved already.

Mr. Livingston made a second substitute motion, seconded by Ms. Kennedy, to move forward with Items # 36-44, but to change the amount for Item # 41 to \$1,500, and to request the entities submit a complete and approved application prior to receiving any funding.

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

Opposed: Malinowski, Manning and Rose

The vote was in favor of the second substitute motion.

Mr. Livingston moved, seconded by Ms. Myers, to approve the Neighborhood Improvement matching grants committee recommendations.

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

Opposed: Manning

The vote was in favor.

- 35. Neighborhood Redevelopment (To allocate funding to approve the Neighborhood Redevelopment Budget) NOTE: Includes using \$650K in Fund Balance** – Mr. Livingston moved, seconded by Ms. Myers, to approve the Neighborhood Redevelopment budget.

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

Opposed: Manning

The vote was in favor.

- 36. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Fairwood Acres/Harlem Heights \$1,384)** – Taken up under Item # 34.

- 37. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award St. Mark's Wood \$1,500)** – Taken up under Item # 34.

- 38. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Fountain Lake \$1,500)** – Taken up under Item # 34.

- 39. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Green Lakes \$1,500)** – Taken up under Item # 34.

- 40. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Yorkshire HOA \$1,500)** – Taken up under Item # 34.

- 41. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Atlas Road Community \$5,000)** – Taken up under Item # 34.

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Mr. Manning moved, seconded by Ms. Myers, to provide \$3,500 to the Atlas Road Community from the Neighborhood Redevelopment fund balance.

Mr. Manning stated this was reduced to \$1,500 with Mr. Livingston's substitute motion under Item #36, which he supports because \$1,500 for the Matching Grants is capped at that. He thought he heard our staff is working with that community to try to do something a little extra special with the park. If we got a \$1 million+ fund balance, he thinks if one community, and he is willing if someone wants to make an argument for another community that our staff is working with in a special and unique way to do something above and beyond what these matching grants do, he would be happy to entertain that. But, the one he has heard about, and have before him, is the Atlas Road park, which is why his motion is to provide them with \$3,500 out of the Neighborhood Redevelopment fund balance.

Mr. Malinowski inquired if this will have to be a separate, new motion because \$1,500 was already passed for that, and this is something different. Do we have to give it like a 41(a) number?

Ms. Dickerson stated Mr. Manning, in his motion, mentioned that they were working with...who is working with whom on this.

Ms. Myers stated Ms. Hegler is working with Atlas Road Community. They own property that they want to turn into a park. The community bought the property, and the County has been working with them to turn it into a park. It will be a public park when it is done. They are going to donate it, and they are not asking for a whole lot from the County.

Ms. Dickerson inquired as to whose district this project was in.

Ms. Myers stated it is in her district. She stated the Atlas Road Community has a piece of property they bought some time ago, and wanted to turn into a community park. They wanted to give it to the County, but we never got to the point where we would take it from them and turn it into a park. They are now trying to figure out ways to turn it into a park, and Ms. Hegler has been working with them. She stated she is happy to take this off the table. At this moment, it is not critical path. It is a small amount, and we will figure it out with the community.

Mr. Livingston suggested having the Community Development office come back with a recommendation about that later.

Ms. Myers made a substitute motion, seconded by Mr. Livingston, to revisit the Atlas Road Community park issue when Ms. Hegler and her can come back to Council with more definitive information and a specific request from the normal, standard budget.

Mr. Manning made a second substitute motion, to approve \$3,500 of the fund balance as a contingency for this item.

Mr. Malinowski inquired if Mr. Manning was referring to General Fund or Neighborhood Redevelopment.

Mr. Manning stated he was talking about, as you recall back on the H-Tax, we said we would like to circumvent the whole budget, 3 readings and a public hearing. We put some money, so we could just do that out of contingency. He is saying, while we are getting this more information, he would like us to put this money in this free flowing contingency that when they come back with the information, if we like it, we can vote on it just like we are with \$150,000 H-Tax.

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Mr. Malinowski stated he understood that, but he inquired if Mr. Manning was referring to the Neighborhood Redevelopment fund balance.

Mr. Manning stated that is correct.

The second substitute motion died for lack of a second.

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

The vote in favor was unanimous.

42. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Belvedere Community \$1,500) – Taken up under Item # 34.

43. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award North 21 Terrace Neighborhood \$1,200) – Taken up under Item # 34.

44. Neighborhood Redevelopment (To allocate Neighborhood Redevelopment fund balance to award Pinehurst Neighborhood Association \$1,000) – Taken up under Item # 34.

GENERAL FUND

45. County Departments (Approve as presented in budget work sessions) – Ms. Myers moved, seconded by Mr. C. Jackson, to approve this item.

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

Opposed: Manning

The vote in favor was unanimous.

46. Computer Technology Replacement (To allocate GF Transfer to CTR fund to continue with the 3-year computer leasing program) – Mr. Hayes stated this is a companion of Item # 45. It has to do with the funds, that are funded through the General Fund, that is transferred to the Computer Technology Replacement fund where we have a 3-year lease program to replace computers. That will be approving a \$310,000 transfer from the General Fund to the CTR fund.

Mr. Livingston moved, seconded by Ms. Myers, to approve the transfer of \$310,000 from the General Fund to the CTR fund for computer leasing program.

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

The vote in favor was unanimous.

47. Discretionary Grant (Approve total of \$200,000 in discretionary grant committee recommendations \$123,652 in new recommendations, and \$76,348 in multi-year grants approved in prior years)

47(a). Discretionary Grant (Epworth Children's Home and New Economic Beginnings be reduced to the maximum allowable amount of \$10,000 and that Harvest Hope Food Bank and SisterCare each

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receive \$10,000) – Mr. Hayes stated Items 47 and 47(a), which has to do with the Discretionary Grant Committee recommendations, which total \$200,000. Mr. Manning pointed out there was a discrepancy and 2 groups that had exceeded funding, Epworth’s Children’s Home and New Economic Beginnings, so he is making a motion to reduce their funding levels by \$10,000 and give those additional funds to the Harvest Hope Food Bank and SisterCare.

Mr. Manning stated the committee began by taking those organizations that had applied for multi-year, which allows for a maximum of \$10,000 over a 3-year period. The committee took that up, and approved, the continuation of the 5 – 6 that Council had approved last year. The committee recommended to Council for them to continue on their multi-year track, which has a maximum allowable of \$10,000. Then, we went into the new applications. Committee members had gone online and scored all the applications. When the committee met, we projected up on the screen the organization that had the highest score, the 2nd highest score, the 3rd highest score, etc. We worked down that list until we ran out of money. Then we adjourned the meeting. When the budget book was issued, he saw in there that Epworth’s Children’s Home and New Economic Beginnings, which are 2 organizations that were in the multi-year continuation, were listed at \$20,000 for this coming year. The maximum for one year is \$15,000, so the budget book was showing the recommendation from the committee as being those 2 organizations getting \$10,000 more than they were allowed. If that was talked about in the committee, no one remembers it. Apparently, there was a scrivener’s error. He contacted the Budget Office and asked for the listing we were working off of. He asked what the 2 organizations that were the next in the order of the scoring that had, as Ms. McBride and he thought, if we had not run out of money we would have continued down with the next 2 items. And, then we would have run out of run. To clarify, we went back and revisited what the committee was attempting to do, in its work. He believes, very strongly, this motion allows for a much more accurate representation of what the Discretionary Grant Committee was recommending to Council.

Mr. Manning moved, seconded by Ms. Myers, to approve Items 47 and 47(a).

Ms. Dickerson stated she recalled Epworth came to us with a one-time funding request. She inquired if we are funding them annually at \$10,000.

Mr. Hayes stated the General Fund has supported what they call overall LumpSum appropriations for quite some time. It is basically 3 categories: the Discretionary Grants, which funds \$200,000 annually, which groups can apply for funding in the manner that Mr. Manning offered; the C&S agencies, which there are a contractual or statutory obligation to; and then the “rest” LumpSum appropriations. The intent of Council, over the years, has been to fund these organizations at one year, but over time it just became multi-year funding. As it stands now, if you go forward, this Council approved a total \$3.1 million last year for General Fund LumpSum appropriations (\$200,000 – Discretionary Grant Committee; \$832,000 – C&S Agencies; and just over \$2 million – residual). There were 5 groups (Epworth Children’s Home, IT-Ology, New Economic Beginnings, JUMPS, and Healing Species) that were approved for 2 years of funding for the biennium. The rest of the groups would have to be approved by Council again.

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

Opposed: Dickerson

The vote was in favor.

48. Contractual & Statutory Grant – Central Midlands COG, City Center Partnership, LRADAC – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

49. LumpSum (Appropriable funds in the amount of \$1,673,668) NOTE: \$410,000 has been recommended for the following: Palmetto AIDS Life Support - \$50K, Saint Lawrence Place - \$50K, SC HIV AIDS Council - \$50K, Sexual Trauma Services - \$60K, and Transitions Homeless Center - \$200K)

Mr. Hayes stated Council approved \$2,083,600 for the biennium. Of that amount, \$410,000 was approved for multi-level funding for Palmetto AIDS Life Support, St. Lawrence Place, SC HIV AIDS Council, Sexual Trauma Services, and Transitions Homeless, which leaves a balance of \$1,673,668.

49(a). LumpSum (Move to have all FY18 approved amounts become FY19 recommended amount for FY19 LumpSum Appropriations) – Mr. Manning moved, seconded by Ms. Myers, to approve all FY18 approved amounts become the FY19 recommended amounts for FY19 LumpSum appropriations, not just those few that someone wisely, carefully made a motion that said they get approved in both years.

Mr. Malinowski stated there are few organizations that did not request funding for FY19. If they did not request it again, why would we provide it.

Mr. Livingston stated, unfortunately, there was some confusion from last budget cycle. There was an assumption that many of these were for both FY18 and FY19. Unfortunately, that ended up not being the case.

Mr. Manning stated he recalled last year that one of his colleagues, after they heard somebody astutely, carefully word that the motion was for the money in both years of the biennial budget, said, “Well that’s what I thought was happening with mine, and the way they should all be.” And, there seemed to be a response of, “Yes, that’s understood.” He thought his colleague, thought and understood, some wise person said, “Yeah, but you did not make that actual motion.” So, he thinks there was even some confusion amongst this body. He does not think some of these organizations, were with any guidance from Council, would have thought you need to apply again. As a matter of fact, many of these are items that Council members made motions made for, and there was not even an application. This is not something we advertise for organizations to apply. There is no official request, but some of them thought in a 2-year this might not be as clear to everybody, as they think it is. So, they said, “Maybe I don’t have to, but I’m going to put in for approval anyway.”

Mr. Malinowski inquired, with all of the money provided to the library before, why are getting another \$325,000 here.

Mr. Manning stated, all he can say, is for the same reason they did last year.

Mr. Malinowski stated they all left thinking they got what they needed.

Mr. Hayes stated the \$325,000 could be used to offset the earlier increase they asked about.

Mr. Livingston stated that was for Edgewood Project last time.

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Ms. McBride stated she agreed with what Mr. Manning said. In fact, she may the colleague that questioned the procedures that took place last year, and was told that it was done fairly; therefore, all of them would be considered for the biennium budget. Obviously, it got lost somewhere in the paperwork. She stated that Mr. Manning requested that we be funded from last year's level. Items 49(b) Antioch Senior Center and 49(d) SisterCare were recommended for \$25,000 and \$16,000 last year, respectively. She is requesting \$30,000 for Antioch Senior Center and \$20,000 for SisterCare this year. She requested Mr. Manning amend his motion to make those changes.

Mr. Manning stated he would prefer to take up his motion and then take up the other items. He is supportive of the items, but he believes it will be a little cleaner to fix what did not get right last year, and then take off the additional items.

Mr. Livingston stated before we move forward, keep in mind he thinks this motion will fix some of them further down.

In Favor: Malinowski, Myers, Kennedy, Dickerson, Livingston, Rose and McBride

Abstain: C. Jackson and Manning

The vote in favor was unanimous, with Mr. C. Jackson and Mr. Manning abstaining from the vote.

49(b). LumpSum (Antioch Senior Center \$30,000) – Mr. Manning moved, seconded by Mr. C. Jackson, to approve \$5,000 for Item # 49(b).

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

Opposed: Malinowski

The vote was in favor.

49(c). LumpSum (Columbia Urban League \$100,000) – This item was withdrawn.

49(d). LumpSum (SisterCare \$20,000) – This item was withdrawn.

49(e). LumpSum (To allocate \$50,000 to Garners Ferry Seniors Association) – Mr. Manning moved, seconded by Ms. Myers, to approve this item.

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

Opposed: Malinowski and Rose

The vote was in favor.

49(f). LumpSum (\$63,240 for Senior Resources Meals on Wheels) – Mr. Manning stated this item did have money from last year's lump sum. This is an additional amount. Last year, we took the number of our seniors, who had applied and were approved for Meals on Wheels, and were on a waiting list. As of right now, this year, we have a waiting list of 31 individuals. It is \$2,040, which equates to \$63,240. As soon as there is funding, the 31 individuals on the waiting list will begin to receive Meals on Wheels.

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Mr. Manning moved, seconded by Ms. Myers, to approve \$63,240 to Senior Resources for Meals on Wheels.

Ms. Dickerson stated she knows Senior Resource Center gets a lot of funds from the COG. She requested a complete list of their funding.

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

Opposed: Malinowski

The vote in favor was unanimous.

50. LumpSum (Therapy Place \$25,000) – Ms. Myers moved, seconded by Mr. Manning, to provide an additional \$25,000 to the Therapy Place, which is the only center in Richland County for autistic children and their families.

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

The vote in favor was unanimous.

51. LumpSum (Award Joseph H. Neal Wellness Center [formerly the SC HIV/AIDS Council] \$50,000 – Withdrawn.

52. LumpSum (Harvest Hope Food Bank \$50,000) – Withdrawn

53. LumpSum (Town of Eastover \$100,000 for decommissioning of former school and Asbestos removal) – Ms. Myers stated this is the old Webber Elementary School in Eastover. It was donated to the Town of Eastover, but when it was donated, it was donated with asbestos, and other problems, that made it uninhabitable and unusable. It has become a site for gangs and crime. The town does not have the money to decommission it, or remove the asbestos. It is creating serious blight and danger in the town.

Ms. Myers moved, seconded by Mr. C. Jackson, to approve a one-time allocation of \$100,000 to assist the Town of Eastover in decommissioning the old Richland County School District One – Webber School, that is now an almost daily crime scene in Eastover.

Mr. Rose stated the thing he struggles with is the Town of Eastover accepted the building. Ms. Myers explained why this is an issue, and he wants to help, but he struggles the other way, and questions, would we do this for the Town of Blythewood, Forest Acres. Where do you draw the line, in that this was a decision that another governmental body made?

Ms. Myers stated we do it all the time through the Conservation Commission for the City of Columbia. She would support it. She thinks they are a part of the County just like other town and city is a part of the County. This is creating dangers for the County, not just them, because it is a place that foments gangs.

Mr. Malinowski stated he thought there were Federal dollars available to clean up these old brownstones and eliminate asbestos. He inquired if anyone has made the effort to try to find out about these particular grants. Secondly, Ms. Myers stated it was an old Richland County school. He

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believes the School District has a fund balance of \$20 - \$30 million, and we cannot get a \$100,000 out of that for this. He would say there are a couple other options that need to be looked into first.

Mr. Livingston stated, at this point, he cannot support this. He is willing to consider it on 3rd Reading, if he can see how this is going to fit into the scheme of a total project. And, what is going to happen to the other project. Right now he is not sure of the total benefit of \$100,000, and where it would go.

Ms. Dickerson inquired if Ms. Myers is just looking at demolishing the building, or just removing the asbestos.

Ms. Myers stated the funding is for removing the asbestos and demolishing the building. And, to answer Mr. Malinowski's question, they have been trying for about 20 years to find the funding for this. Her opinion is the School District should have never given them this building with the asbestos in it. She believes we bear some responsibility, and that is why she brought it to the County.

Ms. Dickerson stated one of the things she is very concerned about is how we preserve some building. She understands this is a very old school, in this particular neighborhood. She thinks we should consider that like we are some of the Rosenwald schools, and see if we can preserve it as a historical thing.

Ms. Myers stated the building is in such shape that there is nothing about it to preserve. She stated, honestly, it is an embarrassment for it to be in the County.

Ms. Dickerson inquired if Ms. Myers could have someone do an assessment, as to how much it would cost to demolish the building.

Ms. Myers stated she will be glad to bring it back prior to 3rd Reading.

In Favor: C. Jackson, Myers, Rose and McBride

Opposed: Malinowski, Dickerson and Livingston

The vote was in favor.

54. Various (To allocate Lump sum funding to various groups that have historically been funded in multiple funds; \$53,000 Columbia Chamber of Commerce for BRAC; \$20,000 for Congaree River Keeper; \$75,000 Keep the Midlands Beautiful; \$53,295 River Alliance) – Mr. Hayes stated these are items that Council has historically approved. They are also considered LumpSum funding, but they are found in various funds (Solid Waste, Temporary Alcohol, Stormwater, etc.)

Ms. Myers moved, seconded by Ms. Kennedy, to approve this item.

Mr. Manning inquired if we have any information about what the Columbia Chamber of Commerce for BRAC does. He stated he knows every once in a while when the BRAC gets fired up and they go around the country. We do a "dog and pony show", we dress the place up and we take people out to eat. He understands that and fully supports it. He is just curious what we did with \$53,000 last year, and what are we doing with \$53,000 next year for the Base Closure Commission work.

Mr. Hayes stated he could have the representative provide the information and provide it to Council prior to 3rd Reading.

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Mr. Livingston stated base closure came up and we tried to help make sure we support that, but that has not been an issue recently.

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

Opposed: Malinowski and Livingston

SPECIAL REVENUE FUNDS

55. Economic Development (To allocate funding to approve Economic Development's Budget) NOTE: Includes the \$775,000 transfer in from the GF – Ms. Myers moved, seconded by Ms. Dickerson, to allocate the funding level for the Economic Development fund.

Mr. Livingston stated, for clarification, the recommendation is for \$1,715,000. He inquired as to what happened to the funding that was not appropriated.

Mr. Hayes stated those funds would be considered part of the General Fund Unallocated. The .5 mill that was not appropriated and transferred to General Fund would have been funds that went to fund the General Fund.

Mr. Livingston stated his question is, "Are they a part of this budget?"

Mr. Hayes stated the only thing that is a part of this budget is the .5 mill for FY19.

Mr. Livingston inquired about what motion he would need to make to put those funds back in the budget.

Mr. Hayes stated, for clarification, so you want to make a motion to get those funds.

Mr. Livingston stated according to his notes that was \$834,000.

Mr. Hayes stated he would have to go back and look to get the specific number, but it would be equivalent to half of the mill value for FY16 and FY17.

Mr. Livingston made a substitute motion, seconded by Ms. Myers, to include the funds from FY16 and FY17 that were not received by the Economic Development fund.

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

The vote in favor was unanimous.

56. Public Defender (To allocate funding to approve Public Defender's Budget) NOTE: Includes increasing transfer in from GF by \$400K – Mr. Hayes stated, if you recall, he mentioned in the work session this particular fund was not fully funded and they were experiencing a shortage. The recommendation was to transfer an additional \$400,000 from the General Fund to cover those new positions that were added last year.

Mr. Manning moved, seconded by Ms. Myers, to approve the allocate the funding level for the Public Defender's budget.

Mr. Malinowski inquired if the new positions were approved.

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Mr. Hayes stated Council approved them. When he looked at the position control, they are on the position control. It is just they were not funded, so right now the fund is running a deficit.

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

The vote in favor was unanimous.

57. Fire Service (To approve downward adjustment to Fire Services Budget that the millage will support) – Ms. Myers moved, seconded by Mr. Livingston, to approve the Fire Services Budget.

Mr. Malinowski stated Mr. Hayes has \$26.3 million on p. 65, and they requested \$10.4 million.

Mr. Hayes stated they were asking for an additional \$10 million.

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

The vote in favor was unanimous.

58. Emergency Telephone System (To allocate funding to approve ETS Budget) NOTE: Includes funding for 5 new positions as a part of the Council approved RCSD takeover of Call Center – Mr. Hayes stated the recommendation is to allocate the ETS funding, which includes funding for 5 new positions as a part of the Council approved Sheriff's Department takeover of the Call Center.

Ms. Myers inquired if we have a full blown plan, including timelines, for what we are doing. She did not think this was underway. She would not like to have those 5 positions in the budget now; therefore, enlarging the budget and have to pay for them before we are ready.

Dr. Yudice stated they have worked with the Sheriff's Department, and the 5 new positions are ramping up the efforts.

Ms. Myers stated they are ramping up, but there is no plan in place, correct?

Dr. Yudice stated we have not brought the plan to Council, but Council approved taking over the communication center.

Ms. Myers stated this is the same question we had earlier about the Lower Richland temporary library. You have to build the building before it is time to employ the people. She would not like to be paying to employ the people until there is someplace for them to go and to be employed. You certainly are not going to train them the whole time you are building. She is confused as to why we are paying for everything right now because once that headcount is in the budget, by State law, we cannot decrease the number. She does not want to enlarge it. She definitely wants to be safe and have someone pick up and answer if she calls 911, but these are people that are basically "ladies in waiting".

Major Polis came forward to answer Ms. Myers questions.

Ms. Myers stated she is curious as to why the headcount is already in the budget without the plan and the place having been developed. It seems to her, at least 12 months ahead of when we ought to be paying for the headcount.

Major Polis stated those positions are needed in order to develop the policies and procedures. We are presently working with the County.

Ms. Myers stated, for clarification, there is currently nobody in the Sheriff's Department that can develop policies and procedures for the 911 Center.

Major Polis stated, "No, ma'am." We are working with the County. We have those positions and they are working, presently, on developing the plan moving forward with 911 Communications.

Ms. Myers inquired if the headcount is already in the Sheriff's Department.

Major Polis responded in the affirmative.

Ms. Myers stated, for clarification, so they are reallocating headcount.

Major Polis stated, "No, ma'am." It is his understanding these positions have already been funded.

Ms. Myers inquired as to why they are being funded here.

Mr. Hayes stated these are new positions the Sheriff's Department has requested.

Ms. Myers stated Major Polis said they already exist and are being paid for. Her question is, if that is the case, are we paying for them again here.

Dr. Yudice stated what Major Polis is referring to is, the Sheriff's Department budget is paying for those positions. The new money is for FY19.

Ms. Myers stated if we are not yet prepared to provide this service. We do not have a plan. We do not have bricks and mortar. We do not have anything. Why are we already paying for the headcount? She stated, for clarification, that the cost per person is \$89,000 with salary and benefits.

Major Polis stated it is approximately \$88,000.

Ms. Myers stated we are almost at \$100,000 a head for heads that we are not ready to use. She is all for them. She is just questioning the timing. If this has to be in the budget today, and we have to allocate the money today, or we wait until we have a plan, building, facilities, etc. for which you would use the people. We do not have a use for them right now. The 911 system is being handled a different way right now.

Major Polis stated those positions already exist and those people are already presently working.

Ms. Myers stated, for clarification, they are being accommodated by the current Sheriff's Department budget. This would enlarge it, and theoretically provide an additional space for 5 new headcounts. So, that not only do we have the 5 we are paying for, you could add 5.

Major Polis stated he does not have an answer for Ms. Myers tonight, but he can get her an answer.

Mr. C. Jackson stated he was going to echo a little bit of what Ms. Myers said. However, quite frequently, particularly when they are building a new school, they may hire the Principal and Administrators up to a year before the building is built because those people will be the ones in the building once it is built. They need to make sure the building is built to their specifications. What he

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thinks he hears Major Polis saying is the people that are going to be in building, actually doing the work, are already board developing the plan. Ms. Myers is saying, if you are already paying for them now, keep on paying for them. When they are ready to move into the building, then pass the bill onto the County.

Mr. Hayes stated those funds are actually being accounted for, not in the Sheriff's Department's General Fund budget, but in the Emergency Telephone System budget. Because they were new positions they were brought before Council. They will need approved funding for a full year.

Ms. Myers stated, from a budgetary standpoint, she would like to make sure we do not overdo. To the extent, they are already being paid for out of another fund, she does not know that it is necessary to allocate new money until...

Mr. Hayes stated this fund is not currently able to support it. He brought the number back to Council, so that we can appropriate additional funding. We are currently paying the City of Columbia, so this fund could not continue paying the City of Columbia the \$3.2 million for the Call Center, as well as, supporting the positions.

Ms. Myers inquired if we are getting any money back that we are paying.

Mr. Hayes stated he did not want to step on Administration. His understanding was the Call Center was supposed to continue to be in operation through FY19.

Ms. Myers stated that Call Center is not going down until we have something to take over, and there is a window in which both of them has to run because you cannot have a mistake with a 911 Center.

Dr. Yudice stated we are not decommissioning the Call Center. The 5 positions are to put in place a plan to develop the Communications Center. They are already working on that plan.

Ms. Myers stated she was saying whoever was paying for them, could continue paying for them until such time as we have a plan.

Mr. Hayes stated the fund currently supports 2 positions, Michael Byrd could speak more clearly to it, but he believes it is 2 GIS related positions. The fund is not currently able to support these 5 additional Sheriff's positions. In order to do those, we had to go into the fund balance. He had to bring it to Council, not only for you to approve the 5 positions, but also to approve the additional funding.

Ms. Myers stated Mr. Hayes was saying we have already enlarged the staff. Essentially, what you are coming for is our blessing. We have essentially had to say, where will we find the money. We will go into the fund balance and do it. These people are working. We will come back and get approval for it from fund balance. Either they are working and being paid for, or they are not. If they are being paid for, where is the money coming from.

Mr. Madden stated the 5 positions are being paid for out of the ETS fund. What is before you now is to enlarge the fund by using the available fund balance to fully fund the fund. If you approve the funding level that is before you, you approve using the fund balance to fully fund it. And, you will approve the 5 positions. The 5 positons are already there.

Ms. Myers inquired if they are getting money today for coming to work.

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Mr. Madden responded in the affirmative.

Ms. Myers stated that money has been approved out of some pot because they are not showing up for free, right?

Mr. Hayes stated because they were brought onboard in May there was enough funding left in residual FY18 funding, but it is not enough to support them for a full year.

Mr. Rose stated these positions are already being paid for. The Sheriff's Department is not paying for them. The County is paying for them.

Mr. Hayes stated they are paid for out of the Emergency Telephone System fund.

Mr. Rose stated the positions have already been approved, and they are at work now.

Mr. C. Jackson stated when he approved this, he approved it in concept. We talked about this Emergency effort in concept. We never talked about the specific details of how much it would cost, how many positions would be hired, and what it would cost to construct. Now he hears tonight, sort of like we heard in the past, about approving things in concept and then it becomes reality. Now he hears tonight, for the first time, these positions are already in place, already been hired, already working, and already being paid by the County. And, now we simply need to identify the funding source for positions for a project that we approved only in concept.

Ms. Dickerson stated she thought this was all predicated on buildings, etc. We need a little bit more clarification as to whether or not these people are working, where are they, etc. There are a lot of conceptual questions that we need to get an answer to.

Mr. Rose moved, seconded by Mr. Livingston, to allocate funding to approve the Emergency Telephone System budget.

Mr. Livingston inquired as to the dollar amount.

Ms. Dickerson stated it is \$6,252,352.

In Favor: Myers, Kennedy, Manning, Livingston, Rose and McBride

Opposed: Malinowski, C. Jackson and Dickerson

The vote was in favor.

59. School Resource Officers (To allocate funding to approve SRO Budget) NOTE: As indicated budgeted revenues have not kept pace with actual revenues and we have had conversations with the RCSD and plan to convene a committee in the fall to include all stakeholders and bring a corrective plan of action back to Council – Mr. Hayes stated Council requested for him to do a report on this item, which was submitted in a companion document. The actual revenues are not keeping track with budgeted revenues. Of course, these funds are experiencing a shortage.

Ms. Dickerson inquired if this included the one that was controversial.

Mr. Hayes stated it is still included in the budget.

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Ms. Myers stated the private school is in District 10. She spent a lot of time with them to figure this out. They are paying the cost of that headcount. They get a headcount for 180 days, and the headcount belongs to the Sheriff the rest of the year. In fact, they are over paying by \$6,000. She has talked to Chief Cowan about it and he is in full agreement that was a slight misrepresentation because we did not have numbers before us. They are not getting a free ride on the County's back.

Ms. Kennedy stated they are paying for it, but is the money coming out of our budget.

Ms. Myers stated they are paying the Sheriff's Department.

Ms. Kennedy stated the Sheriff's Department's money is coming out of our budget.

Ms. Myers stated what she is saying is, whatever money they are getting for SROs, because that money is being replenished, there is no impact to the budget on this one school.

Ms. Kennedy stated the Sheriff's Department is getting money from us to pay for it, and the Sheriff is giving it to them.

Ms. Myers stated that is an issue with the Sheriff's Department, not the school.

Ms. Kennedy stated it is an issue with the Council that we are allowing private schools to get money.

Ms. Myers stated she respectfully disagreed. The school is not getting any money. They are paying money. They pay \$6,000 more than the cost to have that officer. Now, she does not know where the money is going. She cannot account for when the checks get paid to the Sheriff's Department.

Ms. Kennedy stated the County is picking it up from the Sheriff's Department, which is the same thing that we have been talking about all along.

Mr. Hayes stated it is true the schools pay the Sheriff, and those funds are submitted into our General Fund. He did want to issue a point of clarification that it is not 100% reimbursement. Not all of the officers are 100%. Heathwood Hall is overall costs is much smaller than what Richland One and Richland Two is, but each of those funds did experience a deficit in FY17.

Ms. Kennedy stated whether it is completely funded or not, you are still funding part of the money.

Mr. Hayes responded in the affirmative.

Ms. Myers stated what the Sheriff's Department is funding is the days during the school year when the children are not at a school, and the officers do not work there. The Sheriff's Department, rightly, pays them to come to work when they are working somewhere other than the school premise because they then belong to the Sheriff's Department, and not the school. She stated Chief Cowan and she had a long conversation about this, and he confirmed what they are paying for dollar for dollar, because those school resource officers do not go to those schools more than 180 days unless they pay outside of the contract. If you do the math, Heathwood Hall is not underpaying for the one officer they are getting. She stated she could forward the information that was provided. The school has been told by the Sheriff's Department they will experience 4% increase year over year to cover the entire costs of the officer. Their question was, will the officer come for 365 days a year, and not just 180, because that is what they are getting. They are essentially getting ½ a head.

Mr. C. Jackson stated the school districts are paying between 65 – 75% of the costs for the SROs. The school districts have the SROs for 180 days. They do not have them during the summers, holidays, and if there is an emergency, they are relieved of their duties at the schools. The Sheriff is paying for the difference between the time when they are not physically at the school. There is a cost sharing that goes on, and the request here is basically asking for a 3% increase (\$384,829) over what they are getting in revenues right now, which will take them up to the \$6 million. The Sheriff's Department has received requests from some of the school districts, where they have added new schools; therefore, they had to add a new school resource officer. We did not add any additional money to the process, and that is why this deficit has occurred. New schools have come online. They have to have a SRO there; therefore, the Sheriff's Department has eaten the difference.

Ms. Kennedy stated she wanted to make it perfectly clear she is not against resource officers being in public schools. She was an Administrator, in a public school, for almost 50 years. She is favor of anything that is going to improve education of the students in Richland I, Richland II and Lexington-Richland V. She has no problem with having these people paid fully, and kept there all year, if necessary. Her problem is when her taxpayer's money is put into a private entity. She strongly supports anything that goes to the school system, but she is not supporting anything where taxpayers' money is going to a private entity. If I want my child to go to a private school, then I'll pay for one.

Ms. McBride stated she is still rather confused because she heard Ms. Myers and Mr. Hayes comments. In Mr. Hayes answer, it was not completely yes or no whether they are paying. From what she received, they are paying most, or part of it, but there is a part that we are still supporting through the Sheriff's Office.

Mr. Hayes stated he will concur with both Mr. C. Jackson and Ms. Myers. On average, the SROs are funded from 55 – 75%, but because they are not in the school year round there is a deficit. There is a time of year when we are not getting funds for it. Traditionally, the deficit has been taken care of by the SRO fund balance, but based on projections the fund balance will be whittled to nothing at the end of FY18. He wanted to do his due diligence to bring this Council.

Ms. McBride stated she knows there is a shortage in the public schools with some resource officers. The particular officer we are partially funding there could help with our shortage in the public schools. In addition, when Mr. Hayes said they were partially funded, she realized they are not there the entire school year. However, these officers are paid fringe benefits. They are part of our retirement system. She is not sure those funds, they are being paid, includes those fringe benefits, so the costs could come out to be much more or less. Either way, the public schools need more resource officers.

Mr. Malinowski stated, for clarification, the deputies are being reimbursed a percentage of funds for the time they spend there. The rest of the percentage that they are not there, and they are doing Sheriff's work and duties, it seems to him that should have been in the Sheriff's budget all along. If not, why cannot they send reserve deputies to be SROs or see if there are enough retired deputies that would like to have a part-time job. What he is seeing here is, while we are getting 50 – 75% reimbursement for the time they are in a SRO status, they are telling us we have a \$6 million shortfall.

Mr. Hayes stated last year this fund lost a little over a \$1 million, but that was taken up by fund balance. If the funds continue to trend that way, because you are always going to have a deficit in revenue because what you budget in revenue, you are not actually going to get in actual revenue because the deputies are not in the schools year round. The deficit will continue to grow, but the

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fund balance will not be there to absorb it anymore. At some point in time, a corrective action will have to be put in place. It could be you decide to subsidize that through a transfer into the General Fund. He just wanted to point out that the deficit will continue, but the fund balance will not be there to absorb it.

Mr. Malinowski stated they need to figure out, in their own budget, if these deputies are working the other percentage for the Sheriff's Department, then that should be somewhere in their budget. It also says they are going to bring back a corrective plan to Council. When is this going to be here?

Mr. Hayes stated Administration and himself met with Chief Cowan. We did say we were going to sit down and try to put together a plan of corrective action with all the stakeholders, including the school districts, and bring it back to Council.

Ms. McBride stated we are talking about 2 different issues going on. We are talking about the deficit, and we are talking about the private school. She spoke on the private school officer. She fully supports funding for public school resource officers.

Ms. Dickerson stated, if you can figure out between now and Third Reading, whether or not we are or are not paying any portion.

Mr. Hayes stated, on the report he gave Council, of the \$1 million deficit, that particular deficit amounted to \$19,000. It was a very small percentage of it, but that \$19,000 deficit was absorbed in the fund balance last year. What he is saying is, the trend will continue, but the fund balance dollars will not be there to absorb it.

Mr. C. Jackson inquired about what type of duties, tasks and responsibilities the SROs have when they are not in the schools.

Major Polis stated the SROs work the road and answer calls for service for all the citizens of Richland County. They are out there taking 911 emergency calls, and interacting with all of our citizens. He also stated Mr. C. Jackson's earlier statement is correct. The Sheriff's Office's priority is to provide a safe environment for our schools, so that any increase that is needed to keep officers in the school is the ultimate goal of the Sheriff.

Mr. C. Jackson moved, seconded by Ms. Myers, to fund the SROs, in the public schools, at the rate they are requesting, and that the private school fund the SRO position at 100%.

Mr. Malinowski stated, for clarification, in reviewing this there is also another school district that is in here that is autonomous agency. Therefore, Richland County provides no funding whatsoever. He inquired if they are included in the motion too. He does not know why we would include them, if they are not a part of our taxpaying system.

Ms. Dickerson stated we have to do District 5.

Mr. C. Jackson stated his motion stands like he stated it.

Mr. Malinowski inquired, if the SROs provided in District 5 within Richland County, because they go across the line into Lexington.

Major Polis stated the SROs in Richland County stay in Richland County.

Special Called Meeting

June 14, 2018

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

Opposed: Malinowski and Myers

Abstain: Rose

The vote was in favor.

60. Transportation Tax (To adjust the Transportation Budget to match projected Revenue and approve funding levels for the various Transportation related projects) NOTE: This represents the 65.1M projected to be brought in by the Sales Tax Revenue in FY19; the total recommended Transportation Budget is \$148,978,756 including BANS drawdown – Mr. Hayes stated they adjusted the revenue up from what was previously approved for FY19, which he believes was \$63.8 million. They are recommending the Transportation Penny Tax revenue portion be increased to \$65. 1 million, which is what it is coming in as.

Mr. Livingston moved, seconded by Mr. Manning, to adjust the Transportation budget to match the projected revenue.

In Favor: Malinowski, Myers, Kennedy, Manning, Dickerson, Rose and McBride

The vote in favor was unanimous.

Mr. Hayes stated the other portion of that is, there is a Transportation BAN out there. Those are projects that have been slated to be worked on FY19. We are asking Council approve the total funding level for the Transportation Penny in the amount of \$148,978,756.

Mr. Livingston moved, seconded by Ms. McBride, to approve the Transportation Penny total funding level of \$148,978,756.

Mr. Malinowski stated we do not have that as a separate motion on this list.

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

Opposed: Malinowski

The vote was in favor.

Mr. Hayes stated, there is one other item (Debt Service), that historically has not been on the motions list. It has just been approved as part of the budget ordinance.

Mr. Manning stated, for clarification, is not this the budget ordinance we are working on now.

Mr. Hayes responded in the affirmative. He was just saying that historically the debt service has not been on the motions list.

Mr. Manning moved, seconded by Mr. C. Jackson, to approve the debt service in the amount of \$389,960,321.

In Favor: C. Jackson, Myers, Manning, Dickerson, Rose and McBride

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Opposed: Malinowski

The vote was in favor.

Mr. Hayes stated the last item, the Capital Improvement Needs for FY18-19, is just for information.

Mr. Manning stated, for clarification, the Third Reading process will only be those items that were passed tonight, but we had questions on. Everything else we approved, would be lump sum approved, unless someone wanted to do a reconsideration. And, the motions list would just be brought down to those things tonight that we said, "well I'm voting to approve, but we are going to have information come back." We would have those items on a Third Reading motions list.

Mr. Livingston stated on the regular list, highlighted, would be better for him.

4. **ADJOURNMENT** – The meeting adjourned at approximately 9:49.



Richland County Council
Regular Session
June 19, 2018 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Beverly Harris, James Hayes, Kim Williams-Roberts, Cathy Rawls, Trenia Bowers, Michael Niermeier, Nathaniel Miller, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Stacey Hamm, Ismail Ozbek, Laura Renwick, Eden Logan, Larry Smith, Dwight Hanna, Natasha Lemon, Magnolia Salas, Tim Nielsen, Jeff Ruble and Cheryl Goodwin

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 Bill Malinowski
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Bill Malinowski
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: June 5, 2018** – Mr. Pearce moved, seconded by Mr. Rose, to approve the minutes as distributed.

Mr. Malinowski inquired if Mr. N. Jackson had received the information he requested from Mr. Hayes regarding how much was paid out of the insurance fund for Mr. Seals’ settlement.

Mr. N. Jackson stated he had not received the information.

Mr. Malinowski requested this be followed-up on.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to reconsider the Reign Living Development. Ms. Kennedy voted on the prevailing side, and after receiving additional information on the tax revenues Richland School District 1 would receive over a 30-year period, which is \$30 million, she believes we should look at the student housing projects on a case by case basis.

Ms. Myers stated this is a project proposed in District 10. The residents, in that district, are in favor of it because the developer has agreed to bring specific benefits to the community that would otherwise not enjoy. Chief among them, to undertake, with our Planning Department, the development of a new park,

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at an investment of \$300,000.

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

Opposed: Malinowski, Pearce, Manning and Rose

The vote was in favor to reconsider the Project Reign Living Development item.

Mr. N. Jackson moved, seconded by Mr. C. Jackson, to add the Project Reign Living Development item to the agenda as Item 14(b).

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

Opposed: Malinowski, Pearce, Manning and Rose

The vote was in favor of adding the Project Reign Living Development item to the agenda as Item 14(b).

Mr. Livingston, moved, seconded by Mr. C. Jackson, to approve the minutes as amended.

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

The vote to approve the minutes was unanimous.

5. **ADOPTION OF THE AGENDA** – Mr. Livingston moved, seconded by Mr. Malinowski, to adopt the agenda as amended.

Mr. Manning stated Item 14(b) needs to be deferred to the July 10th Council meeting. He inquired if it could be done here, or does it need to be left on the agenda and taken up when we get to it on the agenda.

Ms. Dickerson requested Mr. Manning defer the item when they got to it on the agenda.

Mr. Livingston stated the ordinance for Item 12(a) is still on hold, and has not received 3rd Reading. He inquired if we wanted to move forward with the public hearing.

Mr. Smith stated the recommendation from bond counsel is that we defer the public hearing and keep the 2 together. To the extent, that we have gotten to the point where we have done substantial completion of the ordinance the public would know what is in the ordinance.

Mr. Livingston moved, seconded by Mr. Malinowski, to remove Item 12(a): “a. An Ordinance Amending and Supplementing Ordinance No. 03-12HR 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

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thereto" from the agenda.

Mr. Malinowski stated he believed Mr. Manning had a similar question about removing 14(b), and he was told waiting until we get there. Why don't we add that one in also?

Mr. Livingston stated his reason was because we have outside attorneys on this item, and we will have to pay them.

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

Opposed: C. Jackson and Manning

The vote was in favor of removing Item 12(a).

Mr. Pearce moved, seconded by Ms. McBride, to adopt the agenda as amended.

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

Opposed: C. Jackson and Manning

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

6. **PRESENTATION OF PROCLAMATIONS**

a. **Proclamation Honoring Cheryl Goodwin upon Her Retirement and Her Years of Service to Richland County** – Mr. N. Jackson presented Ms. Goodwin with a proclamation in honor of her retirement.

b. **Proclamation establishing 13th Annual National Dump the Pump Day in Richland County, SC on June 21, 2018** – Mr. Livingston presented Mr. Andoh, COMET Executive Director, with a proclamation in honor of National Dump the Pump Day.

7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Contractual Matter: Huger Street Property
- b. Contractual Matter: Colonial Village Property
- c. Contractual Matter: Library Lease Agreement
- d. Coggins vs. Richland County
- e. Cedar Cove/Stoney Point Sewer Agreement Update
- f. County Administrator Search Firms
- g. Personnel Matter: Current Assistant County Administrator/Acting County Administrator
- h. Personnel Matter: Clerk to Council Contract

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

Opposed: C. Jackson, Myers, Manning and Rose

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The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 6:22 PM and came out at approximately 6:35 PM.

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

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

Coggins vs. Richland County – This item was received as information.

Contractual Matter: Huger Street Property –Mr. Smith stated the purchaser of the Huger Street property has requested a 90-day extension on the closing for the property. It is his understanding, they are still working with the City of Columbia, and perhaps some members of the community, on some zoning issues related to the property. There is a provision in the agreement that for every 30 days of an extension they are granted, consideration of \$5,000/per 30 days under the provision of the agreement. If Council agrees to grant them a 90-day extension that would be \$15,000 for the extension.

Ms. Dickerson inquired if Council needs to take action on this item.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve the extension.

Mr. Livingston inquired if this is a 90-day extension, or up to 90 days.

Mr. Rick Sanders, the attorney for the purchaser, stated it is 30 days per. They would do notices of an extension every 30 days, if they needed those 30 days. They would pay \$5,000 upon notice of those, and that is a non-refundable addition to the earnest money deposit.

Ms. Myers inquired if at the close of the 90 days closing would occur. She inquired if the purchaser is planning, at all, to come back and ask the contract voided based upon what the City does.

Mr. Sanders stated, during the inspection period, the contract gives them a right to terminate. That is also why they are paying \$5,000 non-refundable for those rights. He believes the contract will move to a closing period.

Ms. Myers inquired, under the terms of the contract, what are the conditions under which it can be terminated. She stated, what she is asking is, are we looking at 90 days from now not having a contract, at all, if something happens in the City that the potential purchaser does not like.

Mr. Pearce stated, it is his understanding, the City is taking this up, as we speak.

Mr. Smith stated under the agreement, if in fact there is a default on the part of the buyer, and it is not closed, then the County's sole remedy would be to retain all deposits that were paid by the buyer, as agreed upon, as liquidated damages. In this case, we would have the earnest money, in addition to, the amounts they paid for the extension of the contract.

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

Opposed: Rose

The vote was in favor.

Contractual Matter: Colonial Village Property – Mr. Smith stated this was an item that was discussed at the last Council meeting. Council decided not to go forward with the purchase of the Colonial Village property. Under the terms and conditions of that particular agreement, the County would forfeit its earnest money, which was \$20,000. The seller also claimed some other costs, as liquated damages, likes attorneys’ fees. We have asked them to produce copies of invoices to support their claims for liquated damages. At this point, the County would liable to them for the earnest money. They have agreed to forward the supporting documentation for the additional costs. We will be reviewing those invoices to determine whether or not they are appropriate, and we will report back to Council. He believes the amount is approximately \$32,000.

Ms. Dickerson stated we are looking at a total of \$52,000.

Mr. Smith stated right now we have \$20,000 worth of earnest money. They have claimed approximately \$32,000 additional fees, which they claim they have incurred additional costs on.

Contractual Matter: Library Lease Agreement – Mr. Smith stated the premises for the lease of this library is located 9019 Garners Ferry Road. It consists of 2600 sq. ft. The terms of the lease are for 5 years, and the base rent is \$2,600/monthly, plus taxes and insurance. It is his understanding, the purpose of this lease is for the library to move into that space for a period of time to provide library services for the Lower Richland area. He stated this is an action item. They are requesting approval of the lease. Legal has reviewed the lease, from a legal perspective, and did not find any concerns with it.

Mr. Livingston moved, seconded by Mr. N. Jackson, to approve this item.

Ms. Dickerson inquired if this is one of the libraries that was a part of the Richland Renaissance Project.

Mr. Smith stated he does not know the answer.

Dr. Yudice stated this was an element of the Lower Richland part of the Richland Renaissance.

Ms. Dickerson inquired if this was a one reading item.

Ms. Myers stated, for clarification, although there was a library feature in the Richland Renaissance, this is a temporary location for the library. This is not the same. This is the move for a temporary space because there is no space, and there has not been a space identified. Identifying a permanent space was a goal of Renaissance.

Ms. Dickerson stated, well if that’s the case, if something resurrects, we are going to have 2 libraries.

Ms. Myers stated this is short-term. The lease is for up to 5 years. There are termination provisions that allow for early termination.

Mr. N. Jackson stated the Renaissance Plan did not include a library. In the Renaissance Plan included a hospital, a swim center, and an administrative building. The library has been searching for a spot to build a library in Lower Richland. They were securing funds for construction over the years. They were trying use Lower Richland, but having people from the street entering the high school was problematic. Therefore, they decided to rent a storefront and have a library. It is for 5 years until they secure the funding to build a library.

Mr. Pearce requested someone enlighten him of the overall library plan for Lower Richland. He inquired if there is a library in Eastover.

Mr. N. Jackson stated there is a library in Eastover.

Ms. Myers stated that is a very far distance.

Mr. Pearce stated he is aware of that. So, this one is going to take care of the Hopkins area. He inquired about the Gadsden area. Is there a plan for that?

Ms. Myers stated there is no current plan for that, but she would hope, at some point, there would be a plan.

Mr. Pearce stated the only library past the one on Garners Ferry Road, in town, would be the one in Eastover.

Ms. McBride stated, without us approving this lease, there would be no library services there.

Ms. Myers stated, effectively, there are no library services in that area, other than the mobile library.

Ms. Dickerson stated this is a temporary lease, up to 5 years, and Mr. Smith has looked at the lease, and is comfortable with it being up to 5 years.

Mr. Smith stated they will make sure the provisions are such that, if there is a need for early termination, it can be done.

Mr. Manning stated Richland County District 8 does not have a library, but they fully support this.

Ms. Myers stated she does not want the public to think she is pushing for a library just so that it will be in our district. It is the proximity to library services that are lacking in those areas. If you could get to a library, even if it is in another district, within 5 – 10 minutes, that is reasonable. There is no library in some parts of this area for 20 – 25 minutes. To be paying into the library bond, and have to drive that long to get to a library is not the best service we can provide. Hopefully, at the end of this, we will all have reasonable access to a library.

Ms. Dickerson stated she does approve, and appreciates the idea of having a library. She is not speaking against it. She is just wanting to know the facts, and how we move forward.

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

The vote in favor was unanimous.

Cedar Cove/Stoney Point Sewer Agreement Update – Mr. Smith stated this is an update on the Cedar Cove/Stoney Point Sewer agreement. On June 8th, they received from Mr. Bob Dibble a letter which basically outlined the expectations of his clients, who are residents of Cedar Cove and Stoney Point. We responded to him on June 14th, outlining what the County's expectations were of the citizens, as it relates to this particular project. At this point, he thinks we are ready to start to take these expectations and place them in the form of an agreement, in draft. We will then bring the draft agreement back to Council for review before it is finalized. Once it finalized, we will bring it back for approval.

8. **CITIZENS' INPUT: For Items on the Agenda Not Requiring a Public Hearing:** Ms. Diane Wiley stated she was a victim of the storm. She has been out of her house for almost 3 years, and she has 2 ditches in her yard that need to be repaired.

Mr. Livingston stated what happened was, when the City annexed Belvedere, they annexed the homes in Belvedere, but there is a ditch in Ms. Wiley's backyard the City did not annex. Therefore, it is a County, but her property is in the City. He requested staff to find a resolution to this matter.

Mr. Pearce stated he has been plagued with doughnut holes, which he passed on to Mr. Rose in the last reapportionment. He stated any future negotiations with the City a discussion regarding doughnut holes needs to be on the agenda.

Ms. Carrie Moore spoke about the Richland Renaissance and Council member relations.

Ms. Brenda McGriff spoke about the Richland Renaissance.

Mr. Toney Forrester spoke about concerns with his neighbors and the Sheriff's Department.

REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

9.

- a. SCDOT Letter RE: Carolina Crossroads Corridor – Dr. Yudice stated this letter is to inform SCDOT that the County will reallocate the Transportation Penny Tax funding, in amount of \$52.5 million, dedicated for this project for other transportation projects within the County.

Mr. Malinowski moved, seconded Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- b. National Association of County Information Officers Awards: -- Dr. Yudice asked Council members to join her in congratulating the Public Information Office. The National Association of County Information Officers awarded the Public Information Office in 6 different categories.

1. Excellence in the Public Education Campaign category for the Richland Renaissance Project
2. Excellence in the Video Series category for "The Recap," the monthly video that airs on RCTV and YouTube
3. Excellence in the Logos category for "Engage Richland," which brands the County's various public events
4. Meritorious in the Logos category for the flood recovery effort "Returning Home"
5. Meritorious in the Public Education Campaign category for the flood recovery effort "Returning Home"
6. Excellence in the Email Newsletter to Citizens category for the Richland Weekly Review

10. **REPORT OF THE CLERK OF COUNCIL**

- a. Budget Third Reading, June 21, 6:00 PM – Ms. Roberts reminded Council of the upcoming budget meeting on June 21st at 6:00 PM.

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- b. Community Relations Council's 54th Anniversary Luncheon, June 27, 12:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts reminded Council of the upcoming Community Relations Council Luncheon on June 27th.

Ms. Dickerson designated Mr. Livingston to speak at the luncheon on behalf of Council and herself.

11. **REPORT OF THE CHAIR**

- a. County Administrator Search Firms –Mr. Hanna stated Council should have received information on firms that are approved under the State contract. In addition, they attempted to provide some research, as it relates to their specific history (i.e. City Managers, County Administrators). They attempted to focus on if the firms had done work in South Carolina. The Procurement Office has been instrumental in helping to research this. It is his understanding, if County Council would like to use one of the firms on the State contract, an RFP would not be necessary. However, this is not a requirement, Council could choose to use or select firms that are not on the contract. In that case, it would be appropriate to do an RFP.

Ms. Dickerson inquired as to the role of Council, at this point. She stated most of Council has received the information, but she does not know whether they have a general consensus as to who we would like to select.

Mr. Hanna stated they were requested to provide the information, as an option for Council to consider.

Ms. Dickerson stated, at this point, Council accepts this as information. At the next Council meeting, we should be able to come to consensus on how to proceed.

Mr. N. Jackson inquired if they have a recommendation.

Mr. Hanna stated HR does not have a recommendation. They simply identified the firms that were on the State contract.

Ms. Wladischkin stated she does not have a recommendation either. She provided the information for the State contract because it may be more expeditious than issuing an RFP.

Mr. Pearce inquired if Ms. Wladischkin had an opportunity to look into whether the firms on the State contract had done any County-based work.

Ms. Wladischkin stated she believes the information was provided. There were some website screenshots, and then Mr. Hanna's group has checked references.

- b. Personnel Matter: Current Assistant County Administrator/Acting County Administrator – This item was taken up in Executive Session.
- c. Personnel Matter: Clerk to Council Contract – This item was taken up in Executive Session.

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12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending and Supplementing Ordinance No. 03-12HR 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 217-2018; and other matters related thereto – This item was removed from the agenda.
- b. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until the July 10th Council meeting.

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

The vote in favor was unanimous.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-007MA, Phil Savage, RU to NC (3.95 Acres), 2241 Dutch Fork Road, TMS # R01507-02-01 [THIRD READING]
- b. 18-012MA, LM Drucker, OI to RS-LD (.71 Acres), 1344 Omarest Drive, TMS # R07405-06-05 [THIRD READING]
- c. 18-013MA, Derrick J. Harris, Sr., RU to LI (1.83 Acres), 7708 Fairfield Road, TMS # R12000-02-22 [THIRD READING]
- d. 18-014MA, Jermaine Johnson, RS-MD to MH (.26 Acre), 7901 Richard Street, TMS # R16212-12-01 [THIRD READING]
- e. 18-015MA, Charlotte & Randy Huggins, RU to GC (.59 Acres), Horrell Hill Road, TMS # R24700-09-02 [THIRD READING]

Mr. Manning moved, seconded by Mr. N. Jackson, 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.

THIRD READING ITEMS

14.

- a. An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H) – Mr. Manning moved, seconded by Mr. Malinowski, to defer this item until the July 10th Council meeting.

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

The vote in favor was unanimous.

- b. 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 Reign Living LLC; and other related matters – Mr. Livingston moved, seconded by Ms. Kennedy, to approve this item.

Mr. Pearce stated he felt compelled to comment on this item because it represents a substantive change in policy, and direction this Council has taken. He thinks the public has a right to clearly know some of the information, and why he believes this represents a significant change in policy that he does not believe is in the best interest of the County. He inquired if we have an Economic Strategic Plan.

Mr. Ruble responded in the affirmative.

Mr. Pearce inquired if student housing subsidy appears in the strategic plan.

Mr. Ruble responded it does not.

Mr. Pearce inquired, under this particular proposal, how many years would this credit run.

Mr. Ruble stated the credit is for 10 years.

Mr. Pearce stated, for clarification, this is a special source revenue credit at (33%) of the taxes that would have been paid to Richland County. He inquired as to what the total would be.

Mr. Ruble stated the net payment to the County is \$717,000 annually. The credit is \$353,000 the first year, and changes over the next 10 years, as the market value changes.

Mr. Pearce inquired if it would be accurate to say they are getting a multi-million-dollar tax break over the next few years.

Mr. Ruble stated the 10-year amount is \$3.9 million.

Mr. Pearce stated so a \$300,000 contribution to a park is just a nominal contribution compared to the amount of revenue they are saving through taxes. Is that correct?

Mr. Ruble stated it is a portion of the \$3.9 million.

Mr. Pearce inquired if the company developing this is a local company.

Mr. Ruble stated they are based out of Florida.

Mr. Pearce stated we can assume most of the revenue from this will be going out of state, correct?

Mr. Ruble stated he guessed any profit would.

Mr. Pearce stated on most economic development projects there is a substantive capital investment. He believes this project probably meets that capital investment criteria.

Mr. Ruble stated it is in the \$30 - \$35 million range.

Mr. Pearce stated so it is contributing something over the long haul to the County. He inquired about how many jobs this project is creating.

Mr. Ruble stated none to speak of. There certainly will be some associated job, but that is not something they evaluate.

Mr. Pearce inquired if most of our economic development projects produce jobs, do they not.

Mr. Ruble stated they tend to aim that way.

Mr. Pearce requested Mr. Ruble cite for him any study that has been done, prior to this time, by either a private enterprise or the University of South Carolina, in which that study projects the need for additional student housing beds. He inquired if Mr. Ruble was personally aware of such study.

Mr. Ruble stated the company used some examples. They said there was an annual increase in student enrollment. That is how they based their numbers.

Mr. Pearce stated, as he understands it, the University has already developed a plan to develop the South Campus, which will produce a significant number of beds. Is that correct?

Mr. Ruble responded in the affirmative.

Mr. Pearce inquired if the University could change its policy and require freshman students to live on campus, in order to occupy all of that housing.

Mr. Ruble stated he believes they currently require freshman. They could change their policy and require other students to live on campus.

Mr. Pearce inquired, if it would be accurate to say, we have no idea about the future of student housing in Richland County. Whether it is needed or not.

Mr. Ruble stated we are relying on the private sector to determine that.

Mr. Pearce stated, On October 18, 2016, this Council did vote down a similar project located on the Bull Street campus. Is that correct?

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Mr. Ruble responded in the affirmative.

Mr. Pearce stated, at that time, the minutes reflect there was quite strong language about the County's lack of commitment to proceed with any additional student housing, correct?

Mr. Ruble stated, if he recalls correctly, it was fairly controversial.

Mr. Pearce stated he does believe our attorney, Ray Jones, was in attendance, but he had a question for him regarding the fact that we were in litigation over this matter; therefore, he will direct his question to the County's Attorney. He stated the County turned down a project, and there is also a project under consideration right now by the City that is student housing. He inquired, if this project were approved, would there be any legal recourse for someone to come back on the County for denying a project, and then changing their position.

Mr. Smith stated there is certainly the potential that approving this project, and denying one that is similar, unless we had some reasonable justification or rationale basis. The potential is there that we could get involved in some litigation, as it relates to a policy decision the Council would have to make. Of course, if that happened, we would have to defend it.

Mr. Pearce stated, his point in all of this is, he does not understand why this project is so valuable for us to proceed with, at this time.

Mr. Livingston stated he wanted to speak to 2 of those issues. One, is the cost of doing business, and why it is beneficial to the County. Secondly, why he thinks it is of value to our quality of life in our community. When we first looked at the issue of student housing, it was clearly evident, in terms of the growth at the University of South Carolina, and some of our other institutions, there was a concern to try to benefit from that to increase and improve a knowledge basis economy in our community. He was willing to be the one to work with the Mayor to try to make that happen. You may have recently read an article in the newspaper about our community being one of the fastest growing, when it comes to millennials. We think we ought to prepare an opportunity for those individuals, and make sure they stay here, thrive here, and do well in our community. Oftentimes, people complain about why we are not doing as well as some areas as Greenville, Charleston, and so forth. We concluded that one of the advantages they had was they were maximizing, and taking advantage of the resources. We do not have an ocean like Charleston. We do not have I-85 between Charleston and Atlanta. We do have a wonderful number of great high end institutions in our community. We felt a need to try to take advantage of that. He thinks we have seen a tremendous benefit from that, as a result of student housing initiatives in our community. People are spending far more dollars. People are visiting our community. He thinks that is a tremendous benefit to our community to have this growing, vibrant community. Without student housing, that would not be the case. As far as it relates to cost and tax revenues, one of the reasons, in community, we decided to provide an incentive for student housing, is because of our significant high tax rate, when it comes to student housing. For example, when we give a 50% credit to someone who is developing student housing in community, that would still generate more revenue than an office of that same size because of having to pay by beds, in terms of student housing. He stated you are not really losing any money. You would not get anything if you did not have student housing. Also, when you look at the next 10 years, you are going to generate the whole revenue stream. For example, when you look at some of the \$40 million projects that we approved, which was a baseline at that time, and we gave them the 50% credit. In the first 10 years, you are getting just as much, and on average you start generating about \$2 million apiece on those projects. Now in the next 10 years, you are talking about \$5

million on each of those project. You are generating significant revenue on those projects. It is true, this Council, did discuss a moratorium. Now remember a moratorium is just simply saying we are going to delay something. We are not going to stop it. He does not recall this Council taking any action on that, but there was a discussion about that, and it was delayed. He has a tendency not to support a student housing project, within the City, because he does think we have enough. This project is very different. It is in a blighted area. It is going to help us clean up a community. If you look at the current tax revenue, on the piece of property we are talking about, it is like \$115,000. As soon as this project goes on the tax roll, we are talking about \$700,000. So, it is a tremendous benefit to our community. What we are talking about now is an old dilapidated warehouse. If we choose not to do this, even without a tax credit, this company could put it anywhere. If we do not do this, what he thinks is going to happen is, you are going to have a lot of individuals renting units and houses all over town, and then you really will get a lot of flak from citizens because now these individuals are renting units in people's neighborhoods. Now you are moving outside the City area, down to a structure in a blighted community. He seems this as a tremendous advantage to our community. He sees it as a tax revenue enhancing initiative. He also thinks we need to create these opportunities for our communities. One of the last things, when we started this the University of South Carolina was building dormitories, but remember when they do that, we generate \$0.00 tax revenue because their Foundation purchased that property. He sees this as a benefit to our community, particularly where this one is located.

Mr. N. Jackson stated we are talking about housing versus industry. With industry you have a fee-in-lieu. With housing you have a credit of 33%. His concern was not just about USC. You have Midlands Technical College, Allen University, Benedict College, etc., who can decide to do housing. That is the reason he was against the moratorium the first time because he has to consider these institutions may want to do housing, and they were left out. He has to support it because of the need, and those other institutions may have the opportunity to do housing, if they choose. Industry does a fee-in-lieu and gets a tax cut all the time. With housing the credit is similar. We are not losing anything. We are really gaining.

Mr. C. Jackson thanked Mr. Pearce for bringing up some legitimate questions and issues, as it relates to this specific project. He is familiar with the area, and he can tell you we may have deferred one in another area of Columbia, this particular area of Columbia is in desperate need of revitalization. He stated Mr. Rubles said there would be no jobs created, but there will be jobs created to build this facility. So, to just assume no positions will ever occur, as a result of this construction and development, is not an accurate statement. He is convinced once this facility is up and operating in that area, it will drive up the business, that are not there now to consider that area. There is a brewer, not far from there, that opened last year. And, he thinks there will be additional facilities coming, as a direct result of the population that will be brought to area. He knows, for a fact, the University of Florida requires only its freshmen to live on campus, and after that in Gainesville. So, it is not a foreign thing they are doing. He does not "sneeze" at a \$35 million investment. He thinks it is a decent investment. He thinks the first 10 years of the project is basically revenue neutral. After the 10 years, he sees it as a revenue gain, going forward. The actual facility, that is being considered, is an abandoned building. It is an eyesore, and has been for some time. He knows the community very well, and the members of the community are excited to be able to have something in their community they can look at and point to with pride. Granted getting a small contribution for a park is not a major concession, but for those persons in that community, who he is personally familiar with since a child, it is a big deal for them.

Mr. Malinowski stated, when Mr. Livingston was commenting about keeping our youth here in the Midlands area when they graduate, he took it to mean he was talking about those local youth that are

here now. He is not sure if they are already living here they will be living in this student housing. He stated, when the question was asked about could somebody, that we said no to before, bring a legal suit against us because now we are saying yes, Mr. Smith said, unless there is some reason. From what he is hearing, this is a blighted area. We could clean up a place. He inquired if that would be any reason for saying “yea” to one and “nay” to another, or are we opening the door that once we approve this then we pretty much have to say yes to all of them regardless of the area.

Mr. Smith stated he does not think the one size necessarily fits all. Council has the right to exercise your discretion in making these decisions. Now, if somebody brings a lawsuit, and suggests that the Council has, in some way, treated them unfairly, if the Council has some rationale basis for deviating from a particular position that you can articulate, he thinks that would go a long way in supporting that decision. Ultimately, however, if you were sued about that a court would have to make the decision, as to whether or not that enough of a deviation, or whether or not that was enough of a rational basis for you to make the decision you made.

Mr. Malinowski inquired about the approximate lifespan of such a facility would be. He is hearing that after 10 years, we are now on the plus side economically. What if in 10 years, the building is just another blight?

Mr. Ruble stated they ran the numbers of 30 years, but he does not know the useful life of a facility like this.

Ms. Myers inquired if there were indemnification provisions in this document.

Mr. Smith stated there were indemnification provisions in the previous documents that we had done. It is his understanding in talking with Ray Jones, this is a similar agreement. From the standpoint of the County being protected, there is an indemnification provision in this particular agreement, like the others.

Ms. Myers stated these are citizens, in her district, that she has been talking to for a long time about this project. She does agree with Mr. Pearce’s observation that \$300,000 is not all the money in the world, but when you live in Washington Park, where the one park that was in your area, has now been taken and your children play in street, or, Little Camden where there is not a park, or, in Taylors where you have to cross the railroad to get to the one facility, it is a huge deal. To the extent that the County, on its own, would not be making this kind of investment, in that area, nor would we be doing that kind of huge clean up. It is a big deal for them. She requested her colleagues to consider the investment, and the investment in the schools. There is also \$50 million in school tax revenue over the life of the project. It is not a throwaway of money down a black hole. She would agree that not all student housing projects are created equally, and that we should evaluate them all on their own merit. In this context, where we have gone a long way towards coming up with something that would provide an improvement in the community, and fulfill the need of cleaning up some of the blight.

Ms. McBride stated she really support it. She thinks it will be an economic boost for the County. With the \$59 million going to School District One schools, she does not see how we can think about overlooking that because our schools are in dire needs of resources. In terms of the blight area, she inquired how long it had been blighted.

Ms. Myers stated more than Mr. N. Jackson’s age.

Ms. McBride inquired about how much money we are receiving from the blighted area. She also stated the companies say they are going to employ residents from Richland County. Since she has been on Council, she cannot determine how many Richland County citizens are being employed by these companies, so she has concerns about that. She would like to see the County do something about that. In this case, we know the students will be in our County, and will be spending lots of money.

Mr. Manning stated when Mr. Pearce inquired about whether the Economic Development Strategic Plan included this, it sounds like we did not have the foresight to do it. From everything he is hearing, in hindsight we need to get busy reviewing and updating the strategic plan.

Mr. Pearce stated, for clarification, in his 20 years on Council he has demonstrated compassion and sensitivity for those areas of the County that needed attention. His votes, if you look back, have always been in favor, as much as possible, and he does not want his comment about the \$300,000 to be representative of my feelings that was not of value to that community. My point of making that was simply that he thought they could have done better. With the amount of money they are making off of this project, if they really wanted to make a difference they could have made a bigger difference. He has known that area for many years. Someone that is very close to him, who is probably as responsible as his mother for him being here, grew up in that area, and he has been going down there for most of 70 years. He certainly supportive of that aspect of that. His point, of bringing this up, is simply for us to get a perspective on where it is going, and where it needs to go. He will say the same thing he said in 2016, somebody needs to get together and figure out how far this is going to go. And, nobody seems to be willing to sit down to do that. Do we need 10,000 more beds? Do we need 5,000 more beds? What he does not want to see happen is this building next door, that we subsidize, that in 10 – 15 after it is fully depreciated, ends up all beat up with nobody knowing what to do with it, and it ends up with some rundown housing. The people of Waverly, when this came up, expressed those kinds of concerns. He said let's get a plan.

Ms. Dickerson prefaced her remarks by saying she plans to support to this, but she heard a lot about blight in certain areas. It cannot get anymore blighter than certain areas in the Northeast, Broad River Road, and those other corridors. Ms. Kennedy talks about her blighted area. We have a lot of blight. There were comments made about one of the ways we tried, and attempting to address some of this blight. If we are going to cherry picking how we do the blight, she is going to have a serious problem. This is another cherry picked problem where we could have addressed it through a plan that we had to work to try and make sure we looked at all of Richland County. Not just decided, well this area needs, and that area needs it. This is her big concern. She stated Mr. Livingston's remarks were very good. She wished we had had those remarks when we attempting to do a great plan, that she thought was really good because his remarks were awesome. She is going to make sure she gets a copy of those because they really spoke volumes to what she thinks we were trying to address in another plan we had. She commended Mr. Pearce for his comments because we are talking about finances.

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

Opposed: Pearce, Manning and Rose

The vote was in favor.

Ms. Myers moved, seconded Mr. Livingston, to reconsider this item.

In Favor: Malinowski and Pearce

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

The motion for reconsideration failed.

15. **SECOND READING ITEMS:**

- a. An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto – Ms. Myers moved, seconded by Mr. Livingston, to approve this item.

Mr. Malinowski stated at the last meeting he made the inquiry, “Is this to do with the replacement of the Sheriff’s Department radios?” And, he was told yes. He inquired why we could not indicate that somewhere in the ordinance, so the public knows what this about. He stated it was still not here. If there is some rule why we cannot do, but he thinks we need to put it in there. It also says, “not to exceed \$8.5 million”. He was told this figure is actually a bit more than needed. He inquired if there was a reason why we cannot get the figure narrowed down more closely to what is actually needed, so we do not go that high in an issuance.

Dr. Yudice stated the language regarding the replacement of the Sheriff’s Department radios is included in Section 1(g) on p. 71. She stated the actual cost of the radios is \$7.3 million, but this includes other one-time capital expenditures for the Sheriff’s Department.

Mr. Malinowski inquired about what the other capital expenditures were.

Chief Cowan stated the one-time capital expenditures are aviation needs (i.e. rotor blades, engine overhauls, and communication equipment for the aircraft). This was a way to address the FY19 needs without dipping into the General Fund.

Mr. C. Jackson stated the challenge he has is that there be a conscience effort to itemize and delineate all of the items that are being asked for, and make sure the numbers are matching the request. And, that there always be some effort to find a way to do any kind of cost sharing, cost realignment, or cost adjustment to reduce the burden on the County and show the Sheriff’s Department is shouldering some of that load. This is one of those issues where any help by the Sheriff’s Department to reconfigure, reconstruct, reprioritize, or redirect dollars that they have at their disposal goes a long way. Right on the heels of this we are dealing with another \$6 million, or more, request for the 911 Center, and all of the things that are going to come with it, as well. When you put those 2 together, you are looking \$14.5 million. Public safety is probably the most important thing in our community. While at the same time, he thinks it should be important for everybody, and all the partners in that process.

Ms. Dickerson inquired if Chief Cowan could address Mr. C. Jackson’s concerns, and have that listed in the agenda packet for 3rd Reading.

Chief Cowan stated he would happy to provide the information.

Ms. McBride stated in the document it states, “delegating to the Assistant County Administrator certain authority”. She inquired if that was new language we are voting on.

Dr. Yudice stated she believes it is.

Ms. McBride inquired if there is a timeframe, in terms of the required signatures for this.

Dr. Yudice stated she believes the sale will be in either August or September. By that time, we will need signature authorization.

Ms. McBride stated the point she is trying to make is, if we have an Interim or an Administrator, would this particular ordinance nullify them being able to sign.

Mr. Smith stated he does not think if you go through with it, at this point, you may have to tweak the language to either have the language to be consistent with what you have at the point and time when the documents are signed. So, going through the 3 readings, at this point, he does not think it would be nullified if you had to adjust the language down the road. If it turns out it is Acting, Interim or permanent. It would just be something you would have to adjust to fit the narrative, at that time, but he does not think it would be significant enough to nullify the approval of the bond itself.

Ms. Dickerson inquired if that language could be put in now.

Mr. Malinowski inquired if it could be added in there now to more inclusive.

Mr. Smith stated what we can do, since we have got one more reading, is we can probably tweak the language so that it could cover any of the potential scenarios you may have, at that time.

Ms. McBride stated as she was reading the document, on p. 78, regarding the Richland County Attorney’s Office, she inquired if the wording “Approved as to Legal Form Only, No Opinion Rendered, as to content” is a general statement that is given on legal documents like this.

Mr. Smith stated that is usually the role of his office. They determine whether or not the document meets the requirement of a legal agreement. Obviously, in reviewing these documents, they very well may share, with whoever requests us to review it, if they have any concerns about the actual content of it. The stamp they use to approve the document is not necessarily all that they do when they are reviewing the document because they do make comments and suggest certain language be changed, when necessary.

Ms. McBride stated her concerns was when she signs off on anything, or vote to approve it, she wants to make sure it is legally correct. When she read that statement, she questioned whether she was getting a full consent of being legally correct.

Mr. Smith stated, if we put a stamp on the document, we are saying it is legally correct. It meets the qualifications of an agreement. All of the elements of a contract and/or an agreement.

Ms. Myers inquired as to who drafts these documents and how they come to the Legal Department’s office.

Mr. Smith stated the content for these documents are being done by our bond counsel. In most cases, it will either come from Ms. Heizer's or Mr. Jones' office. You have 2 different sets of eyes, so to speak, on the content of the document itself.

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

The vote in favor was unanimous.

- b. An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto – Ms. Dickerson stated the same language regarding the Assistant County Administrator needs to be added to this item, as well.

Ms. Myers moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

16. **REPORT OF 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 Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters [FIRST READING] – Mr. Livingston stated the committee recommended approval of this item. Prior to 2nd Reading they want to come back to specific details that was discussed the Economic Development Committee meeting.

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

The vote in favor was unanimous.

- b. A Resolution Authorizing a grant of certain funds to Project Feather and the Administration by the County of certain third-party grant funds – Mr. Livingston stated this is pass through funds. Richland County will receive the grant, and pass the grant onto Project Feather, under certain conditions. The committee's recommendation is approval.

Mr. Malinowski inquired where the grant is coming from.

Mr. Livingston stated it is a Commerce grant.

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

The vote in favor was unanimous.

17. **REPORT OF RULES & APPOINTMENTS COMMITTEE**

18. **NOTIFICATION OF APPOINTMENTS** – Mr. Malinowski stated the Rules and Appointments Committee did not have a quorum. Therefore, these items will be taken up at the next committee meeting on July 10th.

- a. Accommodations Tax – Fiver(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)
- b. Business Service Center Appeals Board – 1 (Applicant must be an attorney)
- c. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from Restaurant Industry)

19. **REPORT OF THE BLUE RIBBON COMMITTEE** – Mr. Pearce stated the committee is moving into their final stages.

There is a comprehensive document included in the agenda packet. For the sake of the public he would like to share a couple things from the document. To date, Richland County has received, in Federal resources and volunteer services to repair homes, \$99,070,608. To date, using volunteer organizations, the Midlands Flood Recovery Group, has repaired 202 storm damaged or destroyed homes in Richland County, with the ultimate goal of repairing 244 damaged or destroyed homes. The other point he would like to make is the Community Development Block Grant Disaster Recovery is currently replacing 18 mobile home units, with the goal of repairing 218 storm damaged stick built homes, and replacing 75 additional homes.

- a. HMGP Property Acquisition – Mr. Pearce stated, if you recall, we have working towards acquiring 74 properties that are located in special flood hazard areas that were substantially damaged during the flood. This program is funded by 7 approved grant applications submitted to FEMA, with a match by HUD CDBG-DR. We are ready to start those purchases. The request is for Council to approve the purchase of the first 20 properties, who have completed all due diligence, and all the buyout process.

Mr. Malinowski stated in the backup information it says, “once the County acquires the properties, we own them in perpetuity, including all reoccurring costs of maintenance. Staff is developing a land management plan for these properties”. He inquired if we should not have had a plan before we acquired the properties.

Ms. Hegler stated they are doing that concurrently. The reason for that is we wanted to get money into the hands of the property owners, as quickly as possible. They have staff, in parallel, working on this land management plan. It will be ready to go, as soon as we start demolishing those structures. Their goal was to know what we were going to do with the property before we start the demolition, so we can make the best use of that contractor, at that time.

Mr. Pearce stated he would love to invite Mr. Malinowski on a tour. When these houses come down, it is not going to require a tremendous amount of expense for us to maintain those areas because of the topography of the land.

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

The vote in favor was unanimous.

- b. HMGP Property Acquisition Appraisal Appeal Review Process – Mr. Pearce stated FEMA requires we have an appeal process for property owners who wish to appeal their property value provided to them by a third-party appraiser. County staff researched and proposed an appeal process used in other jurisdictions. This appraisal review process was favorably reviewed by SCEMS and the County’s Legal Department. The appeal period has closed, and we have received 6 appeal request from property owners based on appraised values and third-party appraisers. Any appeal must first start with a 2nd appraisal acquired by the property owner. If the 2nd appraisal is within 10% of the County’s the proposed process recommends offering the property owner the 2nd amount. If the difference between both appraised values is over 10%, the 2 appraisals will be reviewed for consistency. If both appraisals considered all the same factors, and no anomalies were noted, the proposed process recommends offering the property owner the average of the two. The committee recommended approval of this proposed process.

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

The vote in favor was unanimous.

- c. CDBG-DR funds reallocation for Uniform Relocation Assistance (URA) – Mr. Pearce stated the Federal Government requires Uniform Relocation Assistance when receiving funds for disaster recovery. The amount originally allocated to pay for federally required relocation assistance is insufficient. Staff proposes utilizing unspent funds from CDBG-DR Small Rental Rehab Program, which is receiving little to no applications. In a prior meeting, the Blue Ribbon Committee and Council approved sunsetting the program in a few months if not successful. We can transfer these dollars to relocation assistance. It is consistent with prior action, and not detrimental to the overall recovery program. The committee requested Council to approve the reallocation of funds from the CDBG-DR Small Rental Rehab Program to the HMGP Buyout Program to cover these URA for HMGP buyouts.

Mr. Malinowski stated, for clarification, there is no danger that we will not have enough funds in the CDBG-DR.

Ms. Hegler stated they have struggled with the Small Rental Rehab Program from the beginning. We are not receiving a lot of interest in it.

Mr. Malinowski stated, for clarification, there is enough there to cover the URA shortage.

Ms. Hegler responded more than enough.

Mr. Pearce stated the rental rehab program was to assist people that were renting. Most of the people just bailed out.

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

The vote in favor was unanimous.

- d. Change Order Process Amendment [FIRST READING BY TITLE ONLY] – Mr. Pearce stated as we begin to rehab, repair, and rebuild hundreds of homes utilizing the CDBG-DR funds, we know we will encounter a number of site and structure conditions that may precipitate a change order to the original scope of work. Often these will need to be addressed immediately or risk further damage to the home under repair. The current change order policy is rather restrictive, in this regard. Staff proposed the following amendments for the flood related work only. County staff may approve change orders, especially those caused by unforeseen site conditions or emergency situations, for up to a 10% cost of the contract. Change orders between 10.1% - 24.9% of the contract require approval by County Administration. Change orders in excess of 25% of the contract require approval of County Council. The request is for County Council to approve First Reading by Title Only, allowing for the temporary amendments to Chapter 2-593, pertaining to the review and approval of change orders. The committee recommends approval.

Mr. Malinowski inquired if we are going to identify which staff members will review and approve the change orders.

Ms. Hegler responded in the affirmative.

Ms. McBride stated the landscaping at Ms. Spry's home was terrible, and after the recent rain it was all muddy. She inquired if any of the projects will be able to address the landscaping.

Ms. Hegler stated it would be a more expensive one though, which would require it to be taken to the Administrator or Council.

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

The vote in favor was unanimous.

- e. Change Order to Tetra Tech's Current Contract for Costs associated with CDBG-DR implementation – Mr. Pearce stated the Blue Ribbon Committee was briefed on the need to modify the contract with Tetra Tech to provide for reasonable expenses, not previously included in the estimate, for the proper execution of entire CDBG-DR Program. There will be no direct cost to the County, as it will be fully funded by the grant. The request is to approve Change Order #5 to Task Order #7 in the amount of \$96,495.

Mr. Malinowski inquired as to what some of the reasonable expenses that were not previously approved.

Ms. Hegler stated it would be expenses incurred by the personnel within Tetra Tech for performing this work.

Mr. Pearce stated if Mr. Malinowski would like a more detailed report the Blue Ribbon Committee would be happy to provide one.

Mr. Malinowski stated he wanted it for the public, as well as himself.

Ms. Myers stated we could probably provide those documents online, if that would help Mr.

Malinowski, and the citizens could see, as well. She stated Ms. Hegler has them.

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

The vote in favor was unanimous

Mr. Pearce moved, seconded by Mr. Livingston, to reconsider all of the items from the Blue Ribbon Committee.

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

The motion for reconsideration failed.

20. **OTHER ITEMS**

- a. FY18-District 1 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, Rose and McBride

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

- b. A Resolution to appoint and commission Blane Bryant, Michael Grover, Ryan Hamner, Kathleen Hatchell, Robert Ridgell, Nicklus Wright and Olivia Wilson as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County – Mr. Malinowski moved, seconded by Mr. Manning, 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.

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

22. **EXECUTIVE SESSION** – Mr. Smith stated the following items are eligible for Executive Session.

- a. Personnel Matter: Current Assistant Administrator/Acting County Administrator

b. Personnel Matter: Clerk to Council Contract

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

The vote in favor of going into Executive Session was unanimous.

Council went into Executive Session at approximately 8:27 PM and came out at approximately 9:40 PM.

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

The vote in favor of coming out of Executive Session was unanimous.

Personnel Matter: Current Assistant Administrator/Acting County Administrator – Mr. Rose moved, seconded by Mr. Malinowski, to authorize the 15% pay increase for Dr. Yudice. For such increase be retroactive to May 15th when she assumed an additional role and duties. Additionally, she will be allowed the use of a County vehicle. These shall stay in place during the pendency of the expanded role and duties.

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

Abstain: Manning

The vote in favor was unanimous with Mr. Manning abstaining from the vote.

Mr. Smith stated it did not appear to be clear what Council said the role of Dr. Yudice was going to be going forward.

Mr. Rose stated the will of the body, as he understood it, was for her current status to remain the same as Council vets aspects and how we want to proceed. For the time being, we wanted to say thank you for what she has been doing in her expanded and capacity. The increase and the vehicle use to exist, until such role shall change.

Personnel Matter: Clerk to Council Contract – Ms. Myers stated they spoke with Ms. Roberts in Executive Session, but did not take any action.

23. MOTION PERIOD

- a. Determine if there is any state/federal law that prohibits a county from creating an ordinance that will address the use of plastic bags by commercial entities. If not, create an ordinance that would prohibit the use of plastic bags for use in putting product purchases, with certain exceptions if deemed necessary. Example: many products already come prepackaged in plastic and could not come under these restrictions [MALINOWSKI and N. JACKSON] – This item was referred to the D&S Committee.

ADJOURN – The meeting adjourned at approximately 9:44 PM.

**Regular Session
June 19, 2018
-23-**



Richland County Council

ZONING PUBLIC HEARING
June 26, 2018 – 7:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

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

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were not additions/deletions to the agenda.
3. **ADOPTION OF THE AGENDA**

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

The agenda was unanimously adopted as published.

4. **MAP AMENDMENTS**

- a. 18-019MA
Mohammad Tabassum
RU to NC (1.7 Acres)
7125 Monticello Road
TMS# R07600-02-25 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Livingston stated this is one of the ones that really concerns him because the answer is it does not fit the Comprehensive Plan. The neighborhood could support Neighborhood Commercial zoning here. The one side of the property is M-1 and the other side is Commercial. When you have a piece of property surrounded like that, and you cannot even put a Neighborhood Commercial there, makes no sense to him. What else are you going to put there? A house? Who is going to put a house next to that?

Mr. Price stated one of the things that Mr. Livingston, and the rest of Council, will see is the Comprehensive Plan...we take an area, and there are going to be times where we should look at the parcel on case by case basis. They look at it broadly once they are looking at the Comprehensive Plan, but there are many cases where you should look at what is surrounding and the current zonings, in making a determination on whether it should be approved or denied.

Mr. Livingston stated this property is on a main corridor, but you cannot do a Neighborhood Commercial.

Mr. Price stated if you take the Comprehensive Plan, this is almost like it is a blank canvas. This is how we would totally envision an area growing. In a case such as this, and some of the other ones you will see, the area has already developed as such, and there are certain zonings in place, so we have to look at it on a case by case basis, and maybe go against what the Comprehensive Plan recommends.

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

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

The vote in favor was unanimous.

- b. 18-020MA
Robert L. Legette
NC to GC (.51 Acres)
441 Percival Road
TMS# R16712-06-03 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The applicant chose not to speak.

The floor to the public hearing was closed.

Mr. Pearce moved, seconded by Mr. N. Jackson, to approve this item.

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

The vote in favor was unanimous.

- c. 18-021MA
Christopher Alford
CC-4 to CC-2 (2 Acre)
7430 Fairfield Road
TMS# R11904-22-05 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

The applicant, Mr. Alford spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Pearce and Mr. Livingston inquired about the difference between the CC-4 and CC-2 zoning designations.

Mr. Price stated both of these are a part of the Crane Creek Master Plan. CC-4 is more representative of industrial uses. CC-2 is more of a neighborhood based zoning designation.

Mr. Malinowski inquired about what DU stands for in the Base Density Chart.

Mr. Prices responded it stands for dwelling units.

Ms. Myers stated, for clarification, that CC-2 includes residential, but it also includes small businesses.

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

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

The vote in favor was unanimous.

- d. 18-022MA
Scott Morrison
RU to RS-E (10.81 Acres)
204 Langford Road
TMS# R15200-05-02(p) [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- 5. **ADJOURNMENT** – The meeting adjourned at approximately 7:12 PM.

What's the difference between an HSA, FSA and HRA?

Use the chart to learn the differences between a health savings account (HSA), health care flexible spending account (FSA) and health reimbursement account (HRA).

	HSA	HEALTH CARE FSA	HRA
What is it?	It's a personal bank account to help you save and pay for covered health care services and qualified medical expenses.	It's an account to help you pay for covered health care services and eligible medical expenses.	It's an account to help you pay for covered health care services and eligible medical expenses.
How do I get it?	You have to sign up for a high-deductible health plan that meets a deductible amount set by the IRS. You also have to meet other IRS guidelines to be eligible to have it. You can learn about these at irs.gov .	You can sign up for a health care FSA if it is offered by your employer. You do not need to sign up for a health plan.	It is usually connected to a health plan. If your employer offers this type of plan, you will get it when you sign up for the plan. It's not common to have an HRA without a health plan.
Who owns it?	You do.	Your employer, but it's your money.	Your employer.
Who puts the money in it?	You. Your employer, family, and others can put money into it if they choose.	You. Your employer can also put money into it if they choose.	Only your employer. You can't put your own money into it.
How is money put in it?	You can make deposits like you do with other personal bank accounts. Your employer and family can also put money into the account. Your employer may allow you to deposit money straight from your paycheck, before the money is taxed.	Your employer will take money out of each paycheck, before taxes, and put it into the account.	Your employer may put all of the money in the account at the beginning of the plan year or they may do so each month.
Is there a limit on how much I can put in it?	Yes. The IRS sets a limit on how much you can put into it each year. You can usually find the limits in your health plan documents and at irs.gov . While there are annual limits, there is no limit to how much you can save over time.	Yes. The IRS sets a limit on how much you can put into it each year. You can usually find the limits in your health plan documents and at irs.gov . Your employer can decide what the annual limit will be but it can't be more than the IRS limit.	No. There are no limits for you because you can't put your own money into an HRA.
If I don't spend it all this year, can I use it next year?	Yes. Since you own the account, the money will stay in it until you choose to spend it. You can save and use it into retirement.	Yes. Your employer can allow up to \$500 to carry over. The \$500 limit is set by the IRS. This is not required.	Yes. Your employer can limit the amount that can carry over. This is not required.
Can I cash it out at any point?	Yes. But if you cash it out and do not use the money for qualified medical expenses, you will have to pay taxes on it. And you may also have to pay a 20% tax penalty.	No.	No.
Can I keep it if I leave my employer? What happens to the money?	Yes. You own the account.	No. Your employer keeps the money.	No. Your employer keeps the money.
When can I start spending it?	You can start spending the HSA once you have signed up for a high-deductible health plan and have opened the account.	You can start spending the FSA on the first day of the plan year.	In most cases, you can start spending the HRA on the first day of the plan year. Your employer can also set rules on when you can use the money.
Do I have to pay taxes on it?	No. You don't have to pay federal or, in most instances, state income taxes on: <ul style="list-style-type: none"> • Deposits you or others make to an HSA • Money you spend from an HSA on qualified medical expenses • Interest earned from an HSA If you put money into an HSA using pre-tax payroll deposits through your employer, you don't have to pay Social Security taxes on it either.	No. You don't have to pay federal, state and Social Security taxes on this money. You also don't have to pay federal income taxes on any money that is reimbursed to you.	No. You don't have to pay federal or state income taxes on this money.

	HSA	HEALTH CARE FSA	HRA
If I don't spend it, will it earn interest for me?	Yes, an HSA can earn interest. But the amount you can earn depends on the bank you use and how much you have in the account.	No.	No.
What can I pay for with it?	You can pay for hundreds of qualified medical expenses, which are determined by the IRS. This can include services covered by a health plan. You can also use it to pay for dental, vision and many other health care services and supplies that are listed under Section 213(d) of the Internal Revenue Code.	You can pay for hundreds of eligible medical expenses, which are determined by the IRS and your employer. This can include services covered by a health plan. It can also be used for dental, vision and many other health care services and supplies that are listed under Section 213(d) of the Internal Revenue Code.	You can pay for hundreds of eligible medical expenses, which are determined by the IRS and your employer. Your employer may only allow the HRA to pay for services covered by your health plan. Some employers may also let you use it to pay for dental, vision and other health care services and supplies that are listed under Section 213(d) of the Internal Revenue Code.
Can I use it for things other than health care?	No, as long as you are under the age of 65. And if you use it for services that aren't qualified medical expenses, you could pay a 20% penalty tax. If you are over the age of 65, you can use it for pretty much anything.	No.	No.
Can I have any other accounts with it?	Yes. You can have a limited-purpose FSA or limited-purpose HRA, which can only be used for eligible dental and vision services.	Yes. You can have an HRA or a dependent care FSA. You can use a dependent care FSA to pay for eligible day care and elder care services.	Yes. You can have a health care FSA and dependent care FSA.
If I receive COBRA benefits, do COBRA rights apply to it?	COBRA does not apply to the account. But COBRA rights apply to the high-deductible health plan offered by your employer. Check with your employer for details.	Yes, COBRA rights apply. Check with your employer for details.	Yes, COBRA rights apply. Check with your employer for details.
Can I use it to pay for COBRA plan premiums or other plan premiums?	Yes.	No.	Yes.



What's the difference between a qualified medical expense and an eligible medical expense?

A **qualified medical expense** is a health care service, treatment or item that the IRS says can be purchased without having to pay taxes.

An **eligible medical expense** is a health care service, treatment or item that the IRS says can be covered or reimbursed (paid back) by a benefit plan.



Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc. or their affiliates.

Health savings accounts (HSAs) are individual accounts and are subject to eligibility and restrictions, including but not limited to restrictions on distributions for qualified medical expenses set forth in section 213(d) of the Internal Revenue Code. State taxes may apply.

A health reimbursement account is not insurance. It may also be referred to as a health reimbursement arrangement.

A flexible spending account is not insurance. It may also be referred to as a flexible spending arrangement.

This communication is not intended as legal or tax advice. Please contact a competent legal or tax professional for personal advice on eligibility, tax treatment, and restrictions. Federal and state laws and regulations are subject to change.

Helpful Information Regarding HSA

1. Health Reimbursement Account (HRA)

A Health Reimbursement Arrangement (HRA) must be funded solely by an employer. The contribution can't be paid through a voluntary salary reduction agreement on the part of an employee. Employees are reimbursed tax free for qualified medical expenses up to a maximum dollar amount for a coverage period. An

2. Health Saving Account (HSA)

A Health Savings Account (HSA) is a tax-exempt trust or custodial account you set up with a qualified HSA trustee to pay or reimburse certain medical expenses you incur.

3. HRA vs. HSA

1. (See attached:

<https://www.uhc.com/content/dam/uhcdotcom/en/Employers/PDF/CDHComparisonGridHSAHRAFSA.pdf>)

2. CIGNA: About Consumer-driven Health Plans

Cigna's Consumer Driven Health Plans (CDHPs) are designed to deliver savings for clients, without shifting costs to customers. Employers can choose to offer one or both of the Cigna CDHP plans. The health savings account (HSA) gives employees ownership of a tax-exempt savings account they can use to contribute pre-tax dollars to pay for covered health care costs. The health reimbursement account (HRA) combines a health plan with an employer-funded HRA to help employees pay for covered health care costs.

Typical Plan Structure

With both options, Cigna delivers a one-stop employer and employee experience by integrating administration and any interactions with HSA bank vendors, as well as service and wellness programs.

HRA Plan

- **Employer-owned** account. The employer chooses limits on remaining HRA dollars that roll over to future plan years.
- **All health plans** are eligible. Employers choose the underlying medical plan.
- **Contributions** are made by the employer. Employers choose how much to contribute.
- **Automatic claim forwarding** option to pay health care providers directly from the HRA.

HSA Plan

- **Employee-owned** account
- **Qualified high-deductible plans** are eligible. **Premiums** for these plans are typically lower than traditional medical plans.
- **Contributions** can be made by the employer and the employee, up to the IRS limit each year.
- **Preventive prescription drugs** can be covered before employees meet their deductible
- **Optional Limited Purpose Flexible Spending Account (FSA)** for vision and dental expenses. This gives your employees the freedom to enroll in an HSA while saving additional pre-tax dollars in a FSA to help pay for eligible vision and dental expenses.

4. **Eligibility of HSA**

To be an eligible individual and qualify for an HSA, you must meet the following requirements.

- You are covered under a high deductible health plan (HDHP), on the first day of the month.
- You have no other health coverage except what is permitted under *Other health coverage*.
- You aren't enrolled in Medicare.
- You can't be claimed as a dependent on someone else's 2017 tax return.

5. **HDHP Facts:**

High deductible health plan (HDHP). An HDHP has:

- A higher annual deductible than typical health plans, and
- A maximum limit on the sum of the annual deductible and out-of-pocket medical expenses that you must pay for covered expenses. Out-of-pocket expenses include copayments and other amounts, but don't include premiums.

An HDHP may provide preventive care benefits without a deductible or with a deductible less than the minimum annual deductible. Preventive care includes, but isn't limited to, the following.

1. Periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine examinations, such as annual physicals.
2. Routine prenatal and well-child care.
3. Child and adult immunizations.
4. Tobacco cessation programs.
5. Obesity weight-loss programs.
6. Screening services. This includes screening services for the following:
 - a. Cancer.
 - b. Heart and vascular diseases.
 - c. Infectious diseases.

- d. Mental health conditions.
- e. Substance abuse.
- f. Metabolic, nutritional, and endocrine conditions.
- g. Musculoskeletal disorders.
- h. Obstetric and gynecological conditions.
- i. Pediatric conditions.
- j. Vision and hearing disorders.

Employees are taking first dollar out-of-pocket risk!

6. Preventive Services

An HDHP may provide preventive care benefits without a deductible or with a deductible less than the minimum annual deductible. Preventive care includes, but isn't limited to, the following.

- Periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine examinations, such as annual physicals.
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 - Mental health conditions.
 - Substance abuse.
 - Metabolic, nutritional, and endocrine conditions.
 - Musculoskeletal disorders.
 - Obstetric and gynecological conditions.
 - Pediatric conditions.
 - Vision and hearing disorders.

7. Funding/Contributions to HSA

HSAs can be funded by the employer, employee, or both. If contributions are made by you with after tax dollars, it is an "above-the-line" deduction and is entered on your 1040 income tax form. If contributions are made by your employer or are payroll deducted through your employer, they are not taxable to you, the employee. They are excluded from income. Contributions can also be made by others on your behalf and are tax deductible for you, the account holder.

8. Insurance Allowed with HSA

Employees must be covered under a high deductible health plan (HDHP).

However, an employee can make contributions to an HSA while covered under an HDHP and one or more of the following arrangements.

- Limited-purpose health FSA or HRA. These arrangements can pay or reimburse the items listed as *Other health coverage* except long-term care. Also, these arrangements can pay or reimburse preventive care expenses because they can be paid without having to satisfy the deductible.
- Suspended HRA. Before the beginning of an HRA coverage period, you can elect to suspend the HRA. The HRA doesn't pay or reimburse, at any time, the medical expenses incurred during the suspension period except preventive care and items listed as *Other health coverage*. When the suspension period ends, you are no longer eligible to make contributions to an HSA.
- Post-deductible health FSA or HRA. These arrangements don't pay or reimburse any medical expenses incurred before the minimum annual deductible amount is met. The deductible for these arrangements doesn't have to be the same as the deductible for the HDHP, but benefits may not be provided before the minimum annual deductible amount is met.
- Retirement HRA. This arrangement pays or reimburses only those medical expenses incurred after retirement. After retirement you are no longer eligible to make contributions to an HSA.

9. **Insurance Not Allowed with HSA**

Other employee health plans. An employee covered by an HDHP and a health FSA or an HRA that pays or reimburses qualified medical expenses generally can't make contributions to an HSA.

10. **Distribution for HSA**

You generally will pay medical expenses during the year without being reimbursed by your HDHP until you reach the annual deductible for the plan. When you pay medical expenses during the year that aren't reimbursed by your HDHP, you can ask the trustee of your HSA to send you a distribution from your HSA.

You can receive tax-free distributions from your HSA to pay or be reimbursed for qualified medical expenses you incur after you establish the HSA. If you receive distributions for other reasons, the amount you withdraw will be subject to income tax and may be subject to an additional 20% tax. You don't have to make distributions from your HSA each year. (Once employees reach age 65, money can be withdrawn and is subject to income tax only. If under age 65, the money is subject to income tax and may also be subject to a 20% penalty tax.)

Generally, a distribution is money you get from your HSA.

11. Deductible Requirements, Contribution Limits for HSA, and Catch-Up Contributions

<i>HSA Requirements for HDHP and Maximum Contributions</i>						
	2019 <small>New 05/1818</small>		2018		2017	
	Single	Family	Single	Family	Single	Family
Minimum Deductible	\$1350	\$2700	\$1350	\$2700	\$1300	\$2600
Minimum Deductible for non-Collective Family Deductible	\$2700	\$2700	\$2700	\$2700	\$2600	\$2600
In-Network Maximum Out of Pocket	\$6750	\$13500	\$6650	\$13300	\$6550	\$13100
Maximum HSA Contribution	\$3500	\$7000	\$3450	<small>Updated 05/09/18</small> \$6900	\$3400	\$6750
Catch up Contribution (Age 55-65)	\$1000		\$1000		\$1000	

12. Features of HSA

a. Rollover

You can roll over amounts from Archer MSAs and other HSAs into an HSA. You don't have to be an eligible individual to make a roll-over contribution from your existing HSA to a new HSA. Rollover contributions don't need to be in cash. Rollovers aren't subject to the annual contribution limits.

You must roll over the amount within 60 days after the date of receipt. You can make only one rollover contribution to an HSA during a 1-year period.

Since HSAs have greater tax advantages than an IRA, many account holders are asking to roll an IRA into an HSA. The Dept. of Treasury permits a one-time rollover of an IRA into an HSA as long as the amount does not cause your account to exceed that year's contribution limit. You cannot roll the HSA funds over into an IRA.

b. Ownership

Employees have ownership of HSAs.

c. Portability

HSAs are completely portable, meaning you can keep your HSA even if you change jobs, change your medical coverage carrier (you will limit the use of the account if you do not choose another qualified health plan), become unemployed, move to another state, change your marital status, etc.

d. Rolls Over Every Year

Funds deposited in your Health Savings Account rolls over year after year, and some financial institutions permit you to invest the funds after they accumulate to a certain amount.

e. Dental and Vision Expenses

These are considered qualified medical expenses as long as these are tax deductible under the current rules. For example, cosmetic procedures, like cosmetic dentistry, are generally not deductible and would not be considered qualified medical expenses

f. Death Benefit

Upon death, HSA ownership may transfer to the spouse on a tax-free basis, and the spouse may continue to use the account as an HSA. S(he) may continue to contribute to the account; it may continue to gain interest tax free, and s(he) may use the funds for medical expenses as long as s(he) is covered by the qualified plan. If the spouse is no longer covered by an HSA qualified plan, s(he) may use the funds for medical expenses until the account is depleted but may not contribute additional funds to the account.

If the beneficiary is someone other than your spouse or you are no longer married, the account will become part of your estate and will be transferred subject to tax and is viewed as any other savings account from that time forward.

13. **Trustee/Custodian**

A qualified HSA trustee can be a bank, an insurance company, or anyone already approved by the IRS to be a trustee of individual retirement arrangements (IRAs) or Archer MSAs. The HSA can be established through a trustee that is different from your health plan provider.

If you instruct the trustee of your HSA to transfer funds directly to the trustee of another of your HSAs, the transfer isn't considered a rollover. There is no limit on the number of these transfers. Don't include the amount transferred in income, deduct it as a contribution, nor include it as a distribution on Form 8889.

14. **Qualified Expenses**

Qualified medical expenses are those expenses that generally would qualify for the medical and dental expenses deduction. Also, non-prescription medicines (other than insulin) aren't considered qualified medical expenses for HSA purposes. A medicine or drug will be a qualified medical expense for HSA purposes only if the medicine or drug:

1. Requires a prescription,
2. Is available without a prescription (an over-the-counter medicine or drug) and you get a prescription for it, or
3. Is insulin.

Cigna's List of Eligible Expenses: <https://www.cigna.com/individuals-families/member-resources/hsa-fsa-hra-payments/eligible-expenses>

15. Medicare

Employees are not eligible for a HSA if they are enrolled in Medicare Part A or B.

If you enroll in Medicare Part A and/or B, you can no longer contribute pre-tax dollars to your HSA. This is because to contribute pre-tax dollars to an HSA you cannot have any health insurance other than an HDHP. The month your Medicare begins, your account overseer should change your contribution to your HSA to zero dollars per month. However, you may continue to withdraw money from your HSA after you enroll in Medicare to help pay for medical expenses, such as deductibles, premiums, copayments, and coinsurances. If you use the account for qualified medical expenses, its funds will continue to be tax-free. (<https://www.medicareinteractive.org/get-answers/coordinating-medicare-with-other-types-of-insurance/job-based-insurance-and-medicare/health-savings-accounts-hsas-and-medicare/>)

Funds remaining in the account may be used for health expenses and to pay certain insurance premiums like Medicare Part A, B, C & D, Medicare HMO and the employee's share of retiree medical insurance premiums. They cannot be used to purchase a Medigap policy. If used for medical expenses, the disbursements come out of the account tax free. If used for nonmedical expenses, the amount withdrawn will be taxable, but no penalty will be assessed. (<http://www.hsabenefitsconsulting.com/faqs/>)

16. COBRA

Funds in a HSA can be used to cover health care continuation coverage (such as coverage under COBRA).

17. Tax Advantages

An HSA is the only account that provides you triple tax savings:

1. Tax deductions when you contribute to your account
2. Tax-free earnings through interest and investments
3. Tax-free withdrawals for qualified medical expenses

18. Retiree Expenses

A HSA can benefit retirees in several different ways. First, all medical expenses that you incur can be paid for with funds in the account. You won't owe any taxes on withdrawals if the funds are used for health care costs. As long as the funds are used for medical expenses, the growth in the account is essentially tax free.

If you are fortunate enough to remain relatively healthy during your working years and don't incur a lot of medical expenses, you could build up a significant balance in your HSA. What you don't use for medical expenses can be withdrawn during retirement

(after age 65 or Medicare eligibility) with no penalty. But you will still need to pay income tax on the funds, just as you would with a [traditional IRA distribution](#).

19. Retirement Options

Anyone can become an HSA investor. Once you have accumulated the minimum balance required, as specified by your employer (for Cigna \$2,000 in most cases), you are eligible to open an HSA investment account.

If needed, funds can be transferred back into the HSA to be used for qualified expenses.

20. IRS Reporting

Contributions made by your employer aren't included in your income. Contributions to an employee's account by an employer using the amount of an employee's salary reduction through a cafeteria plan are treated as employer contributions. Generally, you can claim contributions you made and contributions made by any other person, other than your employer, on your behalf, as an adjustment to income.

Form 8889. Report all contributions to your HSA on Form 8889 and file it with your Form 1040 or Form 1040NR.

21. Reimbursement Options

The IRS requires that Cigna verifies an expense as eligible before paying you back. **KEEP ALL RECEIPTS.**

- a. Claim Form (can be mailed or faxed)
- b. Transfer Funds to Bank Account
- c. HSA Debit Card

22. Customer Service for Cigna

- a. Phone: 1.800.244.6224
- b. Website: www.Cigna.com

23. Dependent Care Flex Spending Account

If the FSA is a *dependent care* FSA, you can definitely have it in conjunction with HSA.

24. Limited Flex Spending Account

How it works:

- This is the only type of Health Care FSA account that is allowable by the IRS when you are enrolled in an HSA plan either through your plan or your spouse's plan. You can be reimbursed for eligible expenses from your Limited Purpose FSA or your HSA, not both.
- Figure out how much you may need for eligible dental and vision expenses for you and your covered dependents for the plan year.

- Decide how much to contribute from each paycheck up to the yearly limit set by [the IRS guidelines](#).
- You can withdraw money throughout the year to reimburse yourself for the eligible dental and vision expenses you've paid out-of-pocket.
- You save money because you contribute to the account from your paycheck before taxes.
- Some plans include a debit card so you can easily pay from your account at the time of service.
- You may be able to carry over up to \$500 into the next plan year (depending on your employer's plan).

You can contribute to both HSA and health care FSA in overlapping months in the same year as well, if the FSA is a **limited purpose FSA** or a post-deductible FSA.

Richland County Council Request for Action

Subject:

18-019MA
Mohammad Tabassum
RU to NC (1.7 Acres)
7125 Monticello Road
TMS # R07600-02-25

Notes:

First Reading: June 26, 2018
Second Reading:
Third Reading:
Public Hearing: June 26, 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 # 07600-02-25 FROM RURAL DISTRICT (RU) TO NEIGHBORHOOD COMMERCIAL DISTRICT (NC); 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 # 07600-02-25 from Rural district (RU) to Neighborhood Commercial district (NC).

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: June 26, 2018
First Reading: June 26, 2018
Second Reading: July 10, 2018
Third Reading: September 11, 2018

Richland County Council Request for Action

Subject:

18-020MA
Robert L. Legette
NC to GC (.51 Acres)
441 Percival Road
TMS # R16712-06-03

Notes:

First Reading: June 26, 2018
Second Reading:
Third Reading:
Public Hearing: June 26, 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 # 16712-06-03 FROM NEIGHBORHOOD COMMERCIAL DISTRICT (NC) TO GENERAL COMMERCIAL DISTRICT (GC); 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 # 16712-06-03 from Neighborhood Commercial district (NC) to General Commercial district (GC).

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: June 26, 2018
First Reading: June 26, 2018
Second Reading: July 10, 2018
Third Reading: September 11, 2018

Richland County Council Request for Action

Subject:

18-021MA
Christopher Alford
CC-4 to CC-2 (2 Acres)
7430 Fairfield Road
TMS # R11904-02-05

Notes:

First Reading: June 26, 2018
Second Reading:
Third Reading:
Public Hearing: June 26, 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 # 11904-02-05 FROM CRANE CREEK INDUSTRIAL DISTRICT (CC-4) TO CRANE CREEK NEIGHBORHOOD MIXED USE DISTRICT (CC-2); 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 # 11904-02-05 from Crane Creek Industrial district (CC-4) to Crane Creek Neighborhood Mixed Use district (CC-2).

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: June 26, 2018
First Reading: June 26, 2018
Second Reading: July 10, 2018
Third Reading: September 11, 2018

Richland County Council Request for Action

Subject:

18-022MA
Scott Morrison
RU to RS-E (10.81 Acres)
204 Langford Road
TMS # R15200-05-02(p)

Notes:

First Reading: June 26, 2018
Second Reading:
Third Reading:
Public Hearing: June 26, 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 # 15200-05-02 RURAL DISTRICT (RU) TO RESIDENTIAL SINGLE FAMILY – ESTATE DISTRICT (RS-E); 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 # 15200-05-02 from Rural district (RU) to Residential Single Family - Estate district (RS-E).

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: June 26, 2018
First Reading: June 26, 2018
Second Reading: July 10, 2018
Third Reading: September 11, 2018

Richland County Council Request for Action

Subject:

Using Public Funds on Private Roads: Hardship Options

Notes:

June 26, 2018 – The committee recommended holding a work session to discussion the matter.



**Development & Services Committee Meeting
Briefing Document**

Agenda Item

Using Public Funds on Private Roads: Hardship Options

Background

On February 5, 2013, County Council approved the County accepting into its County Road Maintenance System, approximately 40 roads, as-is (Attachment A), with no improvements made by developers to bring the roads to the County's standards. Staff has been implementing that direction for the roads in Attachment A.

During its April 3, 2018 meeting, Council awarded a contract for road improvements to the roads included in Phase 1 of the development in the Hunters' Run subdivision. Although, Council accepted those roads into the County Road Maintenance System prior to the April 3, 2018 meeting, during the meeting deliberations on the contract award Council directed staff to "bring back to Council all non-dirt roads that are outstanding by the end of April". That list was presented to Council in the April 27, 2018 Administrator's Report. To augment that original list, we asked Council to consider the following factors:

- The list represents the condition assessment of ALL non-public roads.
- There are roads on this list within neighborhoods under active construction. Those roads should continue to follow the development process for completion.
- This is an evolving list, with research on locating developers as a priority, in an attempt to provide Council, the most feasible and responsible comprehensive options for Council to consider the issue of abandoned private roads not to County standards.

County staff via its Public Works Department routinely receives requests from members of Council and/or residents of the County to make road improvements to private roads. This approach undergirded the manner in which the Hunters Run matter was brought to the attention of County Council in the fall of 2015. Although Council voted to accept the roads into the County Road Maintenance System and bring the roads up to the County's standards during its November 17, 2015 & July 11, 2017 meetings, the issues and concerns that mitigated that matter prompted an internal review of the County's process for accepting abandoned private roads into the County Road Maintenance System.

County ordinances stipulate that one-time improvements may be made to private roads with public County funds are contingent upon a declaration of a public emergency by Council via its emergency ordinance provision (see attached Ordinance No. 037-14HR). This means that unless a public emergency exists (e.g., natural disaster, flooding) and is declared by County Council via the Council Chairperson, improvements to private roads are prohibited.

Review of the archives revealed that the only other formal process for the County assuming ownership of a private road is related to the construction of new subdivisions. Once a developer completes the construction of a new subdivision, County staff inspects the roads in that subdivision to make sure the roads meet the County's standards. If they meet the standards, the County accepts the roads into the County Road Maintenance System for regular maintenance. If the roads are not up to standards, the

County works with the developer to correct any issues and, then, accept the roads into the County Road Maintenance System.

Unfortunately, the satisfactory completion of roads in subdivisions being actively constructed was impaired by several internal and external factors, such as:

- The 2008 housing construction crash bankrupted many developers, who ultimately abandoned projects before their completion and compliance with County standards, and/or
- Previous County staff poorly monitored surety bonds, if they existed, letting them lapse and rendering the County unable to draw upon these resources to complete roads in projects abandoned by the developer and left in disrepair.

Given the frequency that requests for improvements to private roads and/or assuming ownership of private roads by the County are made by members of County Council and the public, for the reasons stated above, staff began developing a strategic comprehensive approach to address this matter shortly after the July 11, 2017, update to Council on the Hunters Run issue during Executive Session.

The policy described herein, addresses the following three broad scenarios and accompanying steps and/or recommendations:

1. Requests from members of Council or residents for private road improvements that meet the “Good Samaritan”¹ standard

Currently, the County has had an erroneous practice whereby it uses the provision of its Emergency Ordinance (Chapter 21) to make one-time repairs to private roads. The County’s use of the emergency ordinance for making the repairs is not appropriate as the needed repairs were not due to an actual public emergency that was declared by County Council (e.g., natural disaster, hurricane). Rather the needed repairs were made with the County serving as a “Good Samaritan.” This means that the County would make repairs that were essential to making sure emergency service vehicles and handicapped buses/vans were able to utilize the roads. Other jurisdictions normally manage this type of effort through a “hardship” policy.

In this scenario, one option is a one-time repair of a private, unimproved road (dirt or paved). Council may consider that any Richland County resident may petition the County for approval of a one-time-repair of a private unimproved road (dirt or paved) if all of the following conditions are met:

- If without this repair, essential emergency service and handicapped buses/vans cannot proceed within 50 yards of the residence and the distance off the nearest connecting publicly maintained road does not exceed 1,000 yards (A letter may be required from either Emergency Services or the RC Sheriff’s Department certifying that the road is impassable to their vehicles and repairs are required).
- The road is not under active construction by its owner/developer.

¹ The Richland County Attorney has issued an opinion on this scenario. The opinion is provided separately. County staff is including this scenario for Council awareness and discussion only.

- Every Property Owner on the section of the road to be repaired signs the petition agreeing that: (1) the owner wants the one-time repair to the private unimproved dirt road; and (2) the owner will provide a temporary easement while the repairs are being made. If temporary easement cannot be obtained, then, road repairs will not be considered.
- The road to be repaired must connect to an existing publicly maintained road within 1,000 yards and the road should not possess any unusual features that could cause the repairs to be abnormal.
- The amount estimated to repair the road does not exceed the Council-approved maximum, which traditionally averages \$5,000 for simple repairs.

Additionally, requestors of a one-time repair must agree to the following:

- When the one-time repair is made, another petition for hardship repairs to the same location cannot be submitted again.
- The owners of the property shall agree to hold harmless the County and its agents, employees, or contractors from any and all liability of any nature, for personal injury, property damage, or any other damage during and/or arising out of the repairs made or work performed.
- When one-time hardship repairs are completed, the road will still be considered a private road by Richland County, unless Richland County Council decides to accept the road into the County Road Maintenance System.
- Repairs will make the road passable for emergency vehicles but the unimproved road will not be brought up to Richland County road standards for continued use of private purposes.
- Road User Fees or other source of funding designated by County Council will be utilized to accomplish hardship repairs.

2. Requests from members of Council or residents for private road improvements on roads that can be categorized as “abandoned by a Developer”

There are a number of roads that a developer constructed as a part of new subdivision and were never fully constructed and were abandoned (Attachment B). “Abandoned” is used as a general term in this document to generally describe situations where:

- The County is unable to locate the developer to make the road improvements.
- The developer may be present and/or active, but there is no obvious intention or commitment to complete the roads.
- The developer is present, active and financially viable, but the road conditions are in a severely poor state of repair.

Three assumptions undergird this policy option for addressing roads in this category:

1. The County exists as the last option for completing these roads, making them the highest priority for County Council to preserve safety;

2. County Council wishes to improve the quality of life for citizens residing in neighborhoods with incomplete and abandoned roads; and
3. Legal remedy (recourse for the County against developers) could occur, but on a separate track so as to more quickly accomplish #1.

The possible policy implementation process includes the following steps:

- The roads must be deeded over to the County and, in some cases, condemnation may be the only alternative. In completing the roads in Hunter's Run and implementing the program to repair the first set of roads approved by Council in 2013, staff struggled to obtain the deeds to private roads. The roads must be publically owned before public funds are expended to repair them. Please note this process will impact the overall project timeline and, in some cases, can stall it indefinitely.
- This option would involve a team approach to project delivery, which would follow a design-build process. It would include a team of attorneys to assist with deed preparation and a team of contractors to perform the work, similar to the flood recovery process currently being undertaken.
- Council may consider a penalty for developers failing to complete subdivisions' roads to the County standards for acceptance in the County Road Maintenance System. An example may be to prohibit any work within unincorporated Richland County by a developer and/or any related agent, limited liability corporation or incorporation, etc. (now or in the future), unless all public funds have been reimbursed.

3. Requests from members of Council or residents for private road improvements on roads that can be categorized as "under construction by a Developer"

There are a number of roads being constructed as a part of new subdivisions. Although is not uncommon for County staff to receive a request to improve these roads, the roads are private and owned by the active subdivision developer. As such, the developer is fully responsible for any road improvements until County staff inspects the roads for acceptance into the County Road Maintenance System. To that end, the County has improved its process for inspecting active subdivision construction sites and ensuring adequate construction bonds are in place (including appropriate amounts to cover the work and properly tracking their expiration dates) (Attachment C).

It is the recommendation of staff that processes and enforcement measures are already in place to ensure the proper completion of roads in active subdivisions under construction. Roads within this category (#3) are excluded from the overall list included in this report (Attachment B).

Issues

Funding source(s) will need to be identified for the "Good Samaritan" scenario. The County's Road and Drainage Fund via the Department of Public Works is a possible funding source.

Bringing the roads, described above in Scenario 2, up to County standards and taking over their routine maintenance has significant cost implications. However, not doing so continues to impact the quality of lives and, perhaps, safety of County residents living in those neighborhoods.

Fiscal Impact

The fiscal impact of the “Good Samaritan” process is unknown. As relates to this option, staff recommends establishing an individual repair maximum and annual total maximum budget.

The fiscal impact of bringing all roads in Attachment B up to County standards, is estimated at \$8.1 million for 105 roads, which includes a 30% contingency and 10% for engineering (Attachment D). As it relates to this option, staff recommends Council consider a multi-year phased funding approach similar to a capital improvement plan.

Past Legislative Actions

The original list of private roads to be repaired/completed by Richland County and accepted into the County’s inventory.

Alternatives

1. Provide direction to staff on this broad policy option(s) and hold a Council work session to further refine phasing and funding this process.
2. Do not provide direction to staff this broad policy option(s) and hold a Council work session to further refine phasing and funding this process.
3. Consider this broad policy option(s) and propose another.
4. Consider this broad policy options(s) and do not move forward with any related policy.

Staff Recommendation

Staff is looking for direction from Council and recommends holding a Council work session to further refine phasing and funding this process.

The County Legal Department will provide comments under separate cover.

Submitted by: Tracy Hegler, Community Planning & Development Director and Ismail Ozbek, Public Works Director, and Administration.

Date: June 15, 2018

ATTACHMENT A

ROADS PREVIOUSLY APPROVED BY COUNTY COUNCIL FOR "AS IS" ACCEPTANCE							
	ROAD NAME	TMS #	SUBDIVISION	LENGTH (FT)	Estimated Repair Cost	Council District	Comments
1	Merc Ct	Accepted 6/9/2015	Arthurtown Phase 3	118.83	\$0.00	10	Deeded by Habitat for Humanity
2	Riley Ct	accepted 6/9/2015	Arthurtown Phase 3	117.85	\$0.00	10	Deeded by Habitat for Humanity
3	Dennis Ln	12700-01-03	Camarie Farms - Dennis Ln	3,622.55	\$155,000.00	2	Residents working with attorney
4	Moody View Ct	20210-05-01	Devon Green Phase 1	163.03	\$2,500.00	8	Sold at Tax sale to current owner
5	Sonny Ct	20210-05-01	Devon Green Phase 1	96.78	\$2,500.00	8	Sold at Tax sale to current owner
6	Jaybird Ln	Portion of 20210-05-01	Devon Green Phase 2 & 3	1,010.17	\$10,000.00	88	Sold at Tax sale to current owner
7	Reidy Ct	20210-05-02	Devon Green Phase 2 & 3	676.32	\$5,000.00	8	Developer
8	Bald Eagle Ct	14702-04-01	Heritage Hills Phase 2A	105.60	\$5,000.00	7	Sold at Tax sale to current owner
9	Heritage Hills Dr	14702-04-01	Heritage Hills Phase 2A	1,802.20	\$5,000.00	7	Sold at Tax sale to current owner
10	Otter Trail Ct	14702-04-01	Heritage Hills Phase 2A	487.36	\$5,000.00	7	Sold at Tax sale to current owner
11	Burnwood Ct	14703-03-01	Heritage Hills Phase 2B	355.41	\$5,000.00	7	Sold at Tax sale to current owner
12	Cedar Edge Ct	14703-03-01	Heritage Hills Phase 2B	382.85	\$5,000.00	7	Sold at Tax sale to current owner
13	Heritage Hills Dr	14703-03-01	Heritage Hills Phase 2B	1,550.45	\$45,000.00	7	Sold at Tax sale to current owner
14	Hickory Knoll Rd	14703-03-01	Heritage Hills Phase 2B	1,054.75	\$5,000.00	7	Sold at Tax sale to current owner
15	Graces Way	22812-02-02					Local owner, will deed his portion of road to county
16	Graces Way	22909-03-16	N/A: Graces Way (Only needs sidewalks)	2,069.99	\$30,000.00	9	Owner is out of state, no response to letter sent
17	N Lake Pointe Dr	22881-01-70	Lake Point East	763.47	No Cost Established	9	deeded by HOA
18	Angela Dawn Ct	02408-05-08	North Lake Shore Point	269.07	No Cost Established	1	Sold at Tax sale to current owner
19	Robin Lynn Ln	02408-03-13	North Lake Shore Point	224.24	No Cost Established	1	Sold at Tax sale to current owner
20	Conn St	No TMS	Northgate (Crane Creek Estates)	293.97	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
21	Crane Creek Ct	No TMS	Northgate (Crane Creek Estates)	400.32	\$10,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
22	Crane Creek Dr	No TMS	Northgate (Crane Creek Estates)	1,210.50	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
23	Scioto Dr	No TMS	Northgate (Crane Creek Estates)	844.14	\$35,000.00	7	Developed in the early '70's. Never deeded to Richland County, however the roads were cut out into the road system, hence no TMS. Development company is long gone.
24	Durant St	09613-12-01	Northgate (Crane Creek Estates): Durant St	651.02	\$10,000.00	7	same as above
25	Durden Park Row	Accepted 6/17/2014	Stonington Phase 1	728.36	\$10,000.00	7	Deeded by Developer
26	Ellafair Ln	Accepted 6/17/2014	Stonington Phase 1	247.85	\$5,000.00	7	Deeded by Developer
27	Rose Dew Ln	Accepted 6/17/2014	Stonington Phase 1	239.90	\$5,000.00	7	Deeded by Developer
28	Roundtree Rd	Accepted 6/17/2014	Stonington Phase 1	1,547.39	\$25,000.00	7	Deeded by Developer
29	Stonebury Cir	Accepted 6/17/2014	Stonington Phase 1	348.92	\$5,000.00	7	Deeded by Developer
30	Stonington Dr	Accepted 6/17/2014	Stonington Phase 1	1,629.95	\$25,000.00	7	Deeded by Developer
31	Unnamed St	Accepted 6/17/2014	Stonington Phase 1	348.99	No Cost Established	7	Deeded by Developer
32	Roundtree Rd	Accepted 6/17/2014	Stonington Phase 2A	2,633.89	\$20,000.00	7	Deeded by Developer
33	Summer Bend Rd	Accepted 6/9/2015	Summer Valley Phase 2A	877.56	No Cost Established	7	Deeded by Developer
34	Summer Park Rd	Accepted 6/9/2015	Summer Valley Phase 2A	547.89	No Cost Established	7	Deeded by Developer
35	Summer Bend Rd	Accepted 6/9/2015	Summer Valley Phase 2B	794.91	No Cost Established	7	Deeded by Developer
36	Summer Park Rd	Accepted 6/9/2015	Summer Valley Phase 2B	917.27	No Cost Established	7	Deeded by Developer
37	Summer Side Cir	Accepted 6/9/2015	Summer Valley Phase 2B	1,080.05	No Cost Established	7	Deeded by Developer
38	Summer Crest Rd	Accepted 6/9/2015	Summer Valley Phase 3	1,157.02	No Cost Established	7	Deeded by Developer

ROADS PREVIOUSLY APPROVED BY COUNTY COUNCIL FOR "AS IS" ACCEPTANCE							
	ROAD NAME	TMS #	SUBDIVISION	LENGTH (FT)	Estimated Repair Cost	Council District	Comments
39	Summer Ridge Rd	Accepted 6/9/2015	Summer Valley Phase 3	370.92	No Cost Established	7	Deeded by Developer
40	Summer Vista Dr	Accepted 6/9/2015	Summer Valley Phase 3	978.17	No Cost Established	7	Deeded by Developer
41	OldStill Rd	22801-04-11					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
42	Old Still Rd	22806-01-10	Wildewood: Old Still Rd	3,088.53	\$200,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
43	Running Fox Rd W	22704-06-03	Wildewood: West of Polo Road	1,559.11	\$125,000.00	9	Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
44	Loan Oak Ln	22704-06-03					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
45	Meadowbrook Drive	22704-06-03					Owner is deceased, Heir is very sick, working with HOA president about obtaining ownership
			Totals	37,367.55	800,000.00		
							Roads have been deeded, PDT evaluating
							Roads have been deeded and need no repairs
							Roads in the process of being deeded
							Roads deeded and repairs complete

ATTACHMENT B



Richland County Community Planning & Development Department
Richland County Public Works Department

Subdivision Assessment Project

PRIORITY: A = High Priority
B = Medium Priority

FIELD PRIORITY: G = Good
M = Moderate
G>M = Good to Moderate
M>P = Moderate to Poor

	Road Name	Status	Assessed	Subdivision Name	Field Rating	Priority	Council District
1	Ashwood Hill Dr	Private or Other	YES	ASHWOOD HILL	P	A	1
2	Beasley Creek Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1A	M>P	A	7
3	W Bowmore Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1A	M	A	
4	Tormore Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
5	Beasley Creek Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
6	E Bowmore Dr	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
7	Glen Ord Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	G>M	A	
8	Sardis Ct	Private or Other	YES	BEASLEY CREEK ESTATES PHASE 1B	M	A	
9	Black Elk Ln	Private or Other	YES	BLYTHE CREEK	P	A	
10	Black Kettle Ct	Private or Other	YES	BLYTHE CREEK	G	A	
11	Blythe Creek Dr	Private or Other	YES	BLYTHE CREEK	P	A	
12	Broken Arrow Ct	Private or Other	YES	BLYTHE CREEK	P	A	
13	Center Creek Ct	Private or Other	YES	BLYTHE CREEK	G	A	
14	Red Horse Ct	Private or Other	YES	BLYTHE CREEK	G	A	
15	Red Winds Ct	Private or Other	YES	BLYTHE CREEK	P	A	
16	Running Bear Ct	Private or Other	YES	BLYTHE CREEK	p	A	
17	Garden Brooke Dr	Private or Other	YES	GARDEN BROOKE PHASE 1	M	C	1
18	Green Ash Ct	Private or Other	YES	GARDEN BROOKE PHASE 1	M	C	
19	Garden Brooke Dr	Private or Other	YES	GARDEN BROOKE PHASE 2A	G	C	
20	Sawyer Ct	Private or Other	YES	GARDEN BROOKE PHASE 2A	G	C	
21	Caughman Ridge Rd	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	M	C	11
22	Greemont Cir	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	M	C	
23	Parkhaven Ct	Private or Other	YES	CAUGHMAN RIDGE PHASE 1	G	C	
24	Caughman Ridge Rd	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
25	Greemont Cir	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
26	Birchton Ct	Private or Other	YES	CAUGHMAN RIDGE PHASE 2	M	C	
27	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 1	M>P	B	7
28	Granary Ct	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
29	Hastings Point Dr	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
30	Marrob Ct	Private or Other	YES	HASTINGS POINT PHASE 1	P	B	
31	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 2	M	B	
32	Tubman Ct	Private or Other	YES	HASTINGS POINT PHASE 2	G>M	B	
33	Hastings Point Dr	Private or Other	YES	HASTINGS POINT PHASE 2	P	B	
34	Bouchet Ct	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
35	Garvey Cir	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
36	McLester Ct	Private or Other	YES	HASTINGS POINT PHASE 3	P	B	
37	Rice Creek Farms Rd	Private or Other	YES	RICE CREEK FARMS ROAD	p	C	8
38	Buttonbush Ct	Private or Other	YES	RICE CREEK RIDGE	G>M	C	
39	Sand Iris Ct	Private or Other	YES	RICE CREEK RIDGE	G	C	
40	Rice Meadow Way	Private or Other	YES	RICE MEADOW WAY	p	C	7
41	Big Game Loop	Private or Other	YES	RIVERS STATION	P>S	C	
42	Ostrich Cir	Private or Other	YES	RIVERS STATION	P>S	C	
43	Rivers Station Way	Private or Other	YES	RIVERS STATION	P>S	C	
44	Dutchfork Branch Ct	Private or Other	YES	ROLLING CREEK PHASE 4	P	C	
45	Dutchfork Creek Trl	Private or Other	YES	ROLLING CREEK PHASE 4	P	C	
46	Whetstone Creek Ct	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
47	Boyd Branch Crsg	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	G	C	
48	Savannah Branch Trl	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
49	Summer Branch Ln	Private or Other	YES	ROLLING CREEK, COURTYARDS AT PHASE 1	P	C	
50	Boyd Branch Crsg	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G	C	

51	Crims Branch Ct	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	M	C	1
52	Crims Creek Way	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G>M	C	
53	Dutchmans Creek Trl	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	G	C	
54	N Nichols Creek Pt	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	N/A	C	
55	Nichols Branch Ln	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	P	C	
56	S Nichols Creek Pt	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 2	M	C	
57	Dutchmans Branch Ct	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 3A	M>P	C	
58	Dutchmans Creek Trl	Private or Other	YES	ROLLING CREEK, THE PRESERVE AT PHASE 3A	P	C	
59	Amber Ridge Trl	Private or Other	YES	ROSE OAKS PHASE 1	M	C	
60	Rose Oak Dr	Private or Other	YES	ROSE OAKS PHASE 1	M	C	
61	Amber Ridge Trl	Private or Other	YES	ROSE OAKS PHASE 2	G>M	C	
62	English Legend Dr	Private or Other	YES	ROSE OAKS PHASE 2	G>M	C	
63	Antique Rose Ct	Private or Other	YES	ROSE OAKS PHASE 3	M	C	1
64	English Legend Dr	Private or Other	YES	ROSE OAKS PHASE 3	M	C	
65	Rainbows End Ct	Private or Other	YES	ROSE OAKS PHASE 3	G>M	C	
66	Coral Rose Dr	Private or Other	YES	ROSE OAKS PHASE 4	G>M	C	
67	Compass Rose Way	Private or Other	YES	ROSE OAKS PHASE 4	M	C	
68	Sageland Pl	Private or Other	YES	SAGELAND PLACE 1	M	C	
69	Thyme Cir	Private or Other	YES	SAGELAND PLACE 1	M	C	1
70	Placid Dr	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 1	S	A	
71	Tranquil Trl	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 1	S	A	
72	Placid Dr	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 2	M>P	A	8
73	Serene Ct	Private or Other	YES	THE COURTYARDS AT SALEM PLACE PHASE 2	M	A	
74	Bare Wick Ln	Private or Other	YES	STONINGTON PHASE 3	G	C	
75	Brody Park Rd	Private or Other	YES	STONINGTON PHASE 3	G	C	
76	Flutterby Ct	Private or Other	YES	STONINGTON PHASE 3	G	C	
77	Redden Row	Private or Other	YES	STONINGTON PHASE 3	G	C	7
78	Ringbelle Row	Private or Other	YES	STONINGTON PHASE 3	G	C	
79	Stonebury Cir	Private or Other	YES	STONINGTON PHASE 3	G>M	C	
80	Unnamed St	Private or Other	???	STONINGTON PHASE 3	M	C	
81	Knot Ct	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
82	Pine Loop Ct	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
83	Pine Loop Dr	Private or Other	YES	WILLOW LAKE PHASE 2	G>M	C	
84	N High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 3	M	C	
85	Oak Lake Ct	Private or Other	YES	WILLOW LAKE PHASE 3	G>M	C	
86	Old Hickory Ct	Private or Other	YES	WILLOW LAKE PHASE 3	G>M	C	
87	Sand Oak Ct	Private or Other	YES	WILLOW LAKE PHASE 3	M	C	
88	Canvasback Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
89	Gadwell Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
90	Goldeneye Ct	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
91	Harlequin Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
92	Loon Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
93	N High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	7
94	Ring Neck Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
95	Ruddy Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	G	C	
96	S High Duck Trl	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
97	Whistling Duck Ct	Private or Other	YES	WILLOW LAKE PHASE 5	M	C	
98	Willow Glen Cir	Private or Other	YES	WILLOW LAKES COMMONS	G>M	C	
99	Weeping Willow Cir	Private or Other	YES	WILLOW LAKES COMMONS	G>M	C	
100	Alpina Ct	Private or Other	YES	WILLOW LAKES PHASE 6A	G	C	
101	Buttercup Cir	Private or Other	YES	WILLOW LAKES PHASE 6A	G	C	
102	N High Duck Trl	Private or Other	YES	WILLOW LAKES PHASE 6A	M	C	
103	N High Duck Trl	Private or Other	YES	WILLOW LAKES PHASE 6B	M	C	
104	Pegonia Ln	Private or Other	YES	WILLOW LAKES PHASE 6B	G	C	
105	Water Willow Way	Private or Other	YES	WILLOW LAKES PHASE 6B	G	C	

ATTACHMENT C
RICHLAND COUNTY DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION BOND PROCESS

Ordinance Section 26-223. Financial Surety

In lieu of the completion of a subdivision development previous to final plat approval, the county may accept a bond, in an amount and with surety and conditions satisfactory to it, providing for and securing to the county the actual construction and installation of all improvements within a specified time period as expressed in the bond documents. The following types of bonds shall be acceptable to the county, subject to review and approval by the Richland County Legal Department and/or the county engineer.

(a) *Surety bond.* A surety bond issued by a company licensed to do business in the State of South Carolina in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements.

(b) *Escrow funds.* Escrow funds in an account in the name of Richland County in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements. The contract may authorize a reduction of the escrow account upon completion of a portion of the improvements, but at no time shall the escrow account be less than one hundred twenty-five percent (125%) of the remaining improvements.

(c) *Securities.* The developer may pledge securities in the form of negotiable stocks or bonds in favor of the county in an amount at least two (2) times the estimated cost of improvements. The county engineer shall determine the estimated cost of improvements.

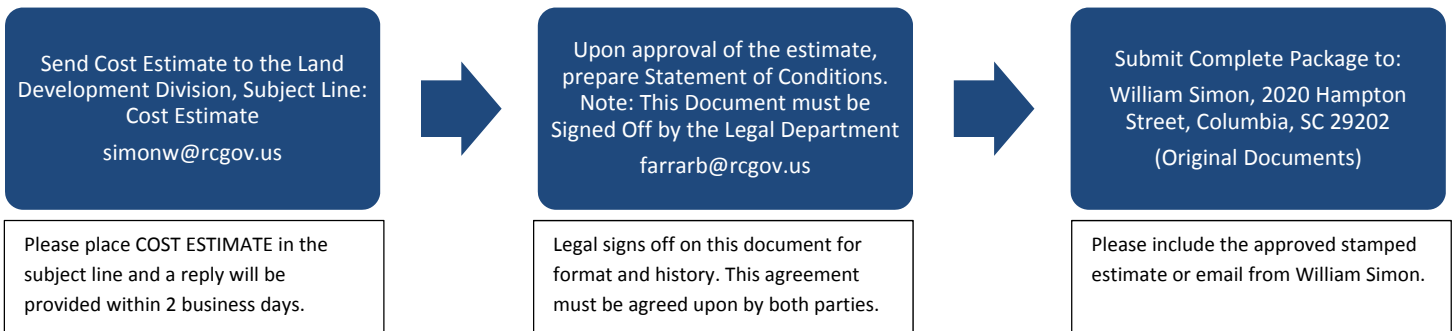
(d) *Omitted*

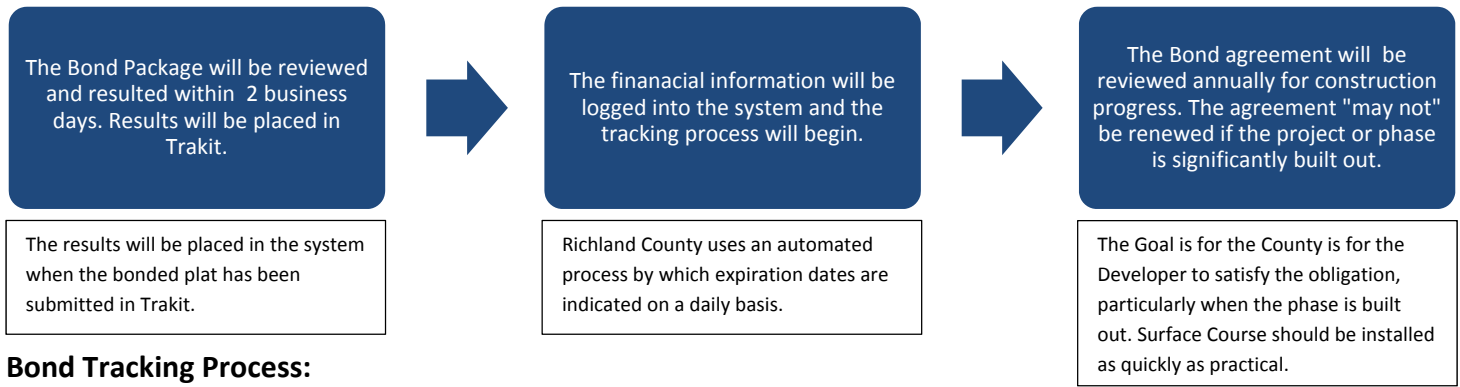
(e) *Letter of credit.* An irrevocable letter of credit issued by a responsible financial institution, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of improvements. The estimated cost of improvements shall be determined by the county engineer.

Bond Submittal Requirements (Complete Bond Package):

- Engineers Cost Estimate (Prepared by Engineer) Sealed and Signed
- Statement of Conditions (Prepared by Developer or Representative)
- Letter-of-Credit or Bond or Cash Bond (Prepared by Bank or Insurance Company)
- Bonded Plat (Prepared by Surveyor) Sealed and Signed

Bond Submittal Process (The process below is in conjunction with the overall submittal procedures for bonded plats):





Bond Tracking Process:

Bonds are tracked for the benefit of Richland County. The Developer should not reply upon reminders from Richland County to manage the terms of the surety instrument, however, the County will take an active role in the process and establish a relationship with the bank or insurance company.

The County will also require the bank or insurance company to sign a memorandum of understanding as it relates to the agreement between the developer and the County.

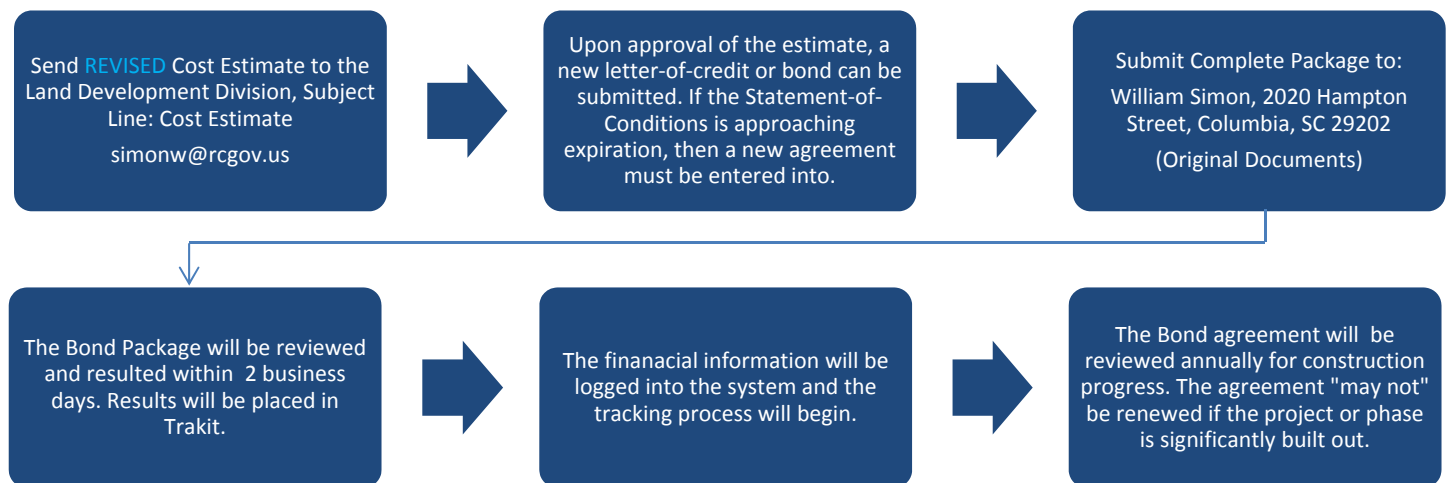
The tracking process includes sending letters, at specified times prior to expiration, to all relevant parties. The following criteria apply:

- 90-Day Letter (Sent to Developer)
- 45-Day Letter (Sent to Developer & Lending Institution) ***CERTIFIED***
- 30-Day Letter (Series of call made to the Developer & Surety Institution)
- 15-Day Letter (Claims Letter Sent to Lending Institution – Developer Cc'd) ***CERTIFIED***

Bond Reductions:

There is no codified language that allows reductions on letters-of-credit or bonds, however, it has been practice that these reductions are allowed. The County reserves the right to modify this practice with support from County Administration and proper notification to the Developing Community.

NOTE: BONDS WILL NO LONGER BE ALLOWED TO BE REDUCED TO MINIMAL AMOUNTS PRIOR TO ACCEPTANCE BY THE COUNTY. (i.e. A \$200,000.00 Bond cannot be reduced to \$7,000.00 the next day after surface course installation; the site is still subject to final inspection which could identify road failures after this installation and up to the day of acceptance by the County; and adequate surety must remain in place until acceptance. **To reduce a bond, the following procedures must be followed:**



Bond Termination: Bonds are terminated upon acceptance by the County or satisfaction of the obligation. Cash Bonds (Certified Checks) are held by the finance Department and refunds must be requested in writing to William Simon after project completion.



Richland County Community Planning & Development Department Richland County Public Works Department

	Estimate for Construction without Contingency	\$5,807,800.69
	Engineering Design and Contingency of 40%	\$2,323,120.28
	Total Estimate with Engineering Design and Contingency	\$8,130,920.96

SUBDIVISION ASSESSMENT

Ashwood Hill Subdivision		DISTRICT 1					
Pvmnt Removal Unit Per S.Y. Full Depth Quantity Cost 190 \$15.00 \$2,850.00		8" Graded Agg. Base Unit Per S.Y.					
		Quantity	Cost				
		190	\$65.00				
Sidewalk R&R - Unit Per L.F. Quantity Cost 0 \$85.00 \$0.00		Curb & Gutter R&R Unit Per L.F.					
		Quantity	Cost				
		0	\$70.00				
Pvmnt Removal Unit Per S.Y. Full Depth Quantity Cost 0 \$15.00 \$0.00		1.5" Surface Course Unit Per Tonnage					
		Quantity	Cost				
		215.02125	\$120.00				
Sidewalk R&R - Unit Per L.F. Quantity Cost 0 \$85.00 \$0.00		Curb Inlet Repair Unit Per C.Y.					
		Quantity	Cost				
		0	\$300.00				
Pvmnt Removal Unit Per S.Y. Full Depth Quantity Cost 0 \$15.00 \$0.00		2.5" Interm. Course Unit Per Tonnage					
		Quantity	Cost				
		27.3125	\$105.00				
Ashwood Hill Drive Repairs only 115 of 592		Storm Structure Unit Per Repair					
		Quantity	Cost				
		0	\$1,500.00				
Ashwood Hill Drive Milling and Resurfacing		1.5" Surface Course Unit Per Tonnage					
		Quantity	Cost				
		2493	\$9.00				
Ashwood Hill Drive Milling and Resurfacing		2.5" Interm. Course Unit Per Tonnage					
		Quantity	Cost				
		0	\$0.00				
Ashwood Hill Drive Milling and Resurfacing		Storm Structure Unit Per Repair					
		Quantity	Cost				
		0	\$1,500.00				
Ashwood Hill Drive Milling and Resurfacing		Milling Pavment Unit Per S.Y.					
		Quantity	Cost				
		2493	\$9.00				
Ashwood Hill Drive Milling and Resurfacing		Total Estimate for roadways					
						\$20,137.81	
Ashwood Hill Drive Milling and Resurfacing		Total Estimate without Mobilization					
						\$68,377.36	
Ashwood Hill Drive Milling and Resurfacing		Estimated Subdivision Mobilization					
						\$3,000.00	
Ashwood Hill Drive Milling and Resurfacing		Total Estimate for Ashwood Hill Subdivision					
						\$71,377.36	

Beasley Creek Estates Subdivision		DISTRICT 7		Pvmt Removal		8" Graded Agg. Base		Total Estimate without Mobilization	
				Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Estimated Subdivision Mobilization	Quantity
Beasley Creek Drive Phase 1 B	Quantity	1624	\$15.00	1624	\$65.00	140.07	\$120.00	233.45	\$105.00
	Cost	\$24,360.00		\$105,560.00		\$16,808.40		\$24,512.25	
	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
	Quantity	0	\$85.00	40	\$70.00	2	\$300.00	0	\$1,500.00
	Cost	\$0.00		\$2,800.00		\$600.00		\$0.00	
	Pvmt Removal			8" Graded Agg. Base				2.5" Interm. Course	
	Unit Per S.Y. Full Depth			Unit Per S.Y.				Unit Per Tonnage	
	Quantity	1450	\$15.00	1450	\$65.00	125.0625	\$120.00	208.4375	\$105.00
	Cost	\$21,750.00		\$94,250.00		\$15,007.50		\$21,885.94	
W Bowmore Drive	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
	Quantity	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00
	Cost	\$0.00		\$0.00		\$0.00		\$0.00	
	Pvmt Removal			8" Graded Agg. Base				2.5" Interm. Course	
	Unit Per S.Y. Full Depth			Unit Per S.Y.				Unit Per Tonnage	
	Quantity	1450	\$15.00	1450	\$65.00	125.0625	\$120.00	208.4375	\$105.00
	Cost	\$21,750.00		\$94,250.00		\$15,007.50		\$21,885.94	
	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
Quantity	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	
Cost	\$0.00		\$0.00		\$0.00		\$0.00		
Tormore Court	Pvmt Removal			8" Graded Agg. Base				2.5" Interm. Course	
	Unit Per S.Y. Full Depth			Unit Per S.Y.				Unit Per Tonnage	
	Quantity	104	\$15.00	104	\$65.00	8.97	\$120.00	14.95	\$105.00
	Cost	\$1,560.00		\$6,760.00		\$1,076.40		\$1,569.75	
	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
	Quantity	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00
	Cost	\$0.00		\$0.00		\$0.00		\$0.00	
	Pvmt Removal			8" Graded Agg. Base				2.5" Interm. Course	
	Unit Per S.Y. Full Depth			Unit Per S.Y.				Unit Per Tonnage	
Quantity	218	\$15.00	218	\$65.00	18.8025	\$120.00	31.3375	\$105.00	
Cost	\$3,270.00		\$14,170.00		\$2,256.30		\$3,290.44		
E Bowmore Drive	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
	Quantity	0	\$85.00	40	\$70.00	0	\$300.00	0	\$1,500.00
	Cost	\$0.00		\$2,800.00		\$0.00		\$0.00	
	Pvmt Removal			8" Graded Agg. Base				2.5" Interm. Course	
	Unit Per S.Y. Full Depth			Unit Per S.Y.				Unit Per Tonnage	
	Quantity	218	\$15.00	218	\$65.00	18.8025	\$120.00	31.3375	\$105.00
	Cost	\$3,270.00		\$14,170.00		\$2,256.30		\$3,290.44	
	Sidewalk			Curb & Gutter				Storm Structure	
	R&R - Unit Per L.F.			R&R Unit Per L.F.				Unit Per Repair	
Quantity	0	\$85.00	40	\$70.00	0	\$300.00	0	\$1,500.00	
Cost	\$0.00		\$2,800.00		\$0.00		\$0.00		

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y.	Full Depth	Quantity	Cost	Unit Per S.Y.	Cost	Quantity	Cost	Unit Per S.Y.	Cost
Glen Ord Court	1100	\$15.00	1100	\$65.00	94.875	\$120.00	158.125	\$105.00		\$10.00
	\$16,500.00		\$71,500.00		\$11,385.00		\$16,603.13		\$0.00	
	Sidewalk		Curb & Gutter				Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Curb Inlet Repair		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y.	Full Depth	Unit Per S.Y.	Cost	Unit Per Tonnage	Cost	Unit Per Tonnage	Cost	Unit Per S.Y.	Cost
	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
	\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75		\$0.00	
Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Sardis Court	Total Estimate for roadway									
	\$115,988.13									
	Total Estimate for roadway									
	\$105,443.75									

Blythe Creek Subdivision		DISTRICT 2		Total Estimate without Mobilization Estimated Subdivision Mobilization									
				Total Estimate for Blythe Creek Subdivision					Milling Pavment Unit Per S.Y.				
Black Elk Lane	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	2.5" Interm. Course Unit Per Tonnage	Quantity	Cost	Total Estimate for roadway
		0	\$15.00	0	\$65.00	115.0575	\$120.00	0	\$105.00			\$10.00	
		\$0.00		\$0.00		\$13,806.90			\$0.00			\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
		0	\$85.00	0	\$70.00	0	\$300.00	1	\$1,500.00			\$15,306.90	
		\$0.00		\$0.00		\$0.00			\$1,500.00			\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	2.5" Interm. Course Unit Per Tonnage	Quantity	Cost	Total Estimate for roadway
		0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00			\$10.00	
		\$0.00		\$0.00		\$0.00			\$0.00			\$0.00	
	Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			\$0.00		
	\$0.00		\$0.00		\$0.00			\$0.00			\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	2.5" Interm. Course Unit Per Tonnage	Quantity	Cost	Total Estimate for roadway	
	0	\$15.00	0	\$65.00	527.85	\$120.00	0	\$105.00			\$10.00		
	\$0.00		\$0.00		\$63,342.00			\$0.00			\$0.00		
Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway	
	0	\$85.00	346	\$70.00	0	\$300.00	0	\$1,500.00			\$87,562.00		
	\$0.00		\$24,220.00		\$0.00			\$0.00			\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	2.5" Interm. Course Unit Per Tonnage	Quantity	Cost	Total Estimate for roadway	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00			\$10.00		
	\$0.00		\$0.00		\$0.00			\$0.00			\$0.00		
Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway	
	0	\$85.00	93	\$70.00	0	\$300.00	0	\$1,500.00			\$10.00		
	\$0.00		\$6,510.00		\$0.00			\$0.00			\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	8" Graded Agg. Base Unit Per S.Y.	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	2.5" Interm. Course Unit Per Tonnage	Quantity	Cost	Total Estimate for roadway	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00			\$10.00		
	\$0.00		\$0.00		\$0.00			\$0.00			\$0.00		
Sidewalk R&R - Unit Per L.F.	Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway	
	0	\$85.00	93	\$70.00	0	\$300.00	0	\$1,500.00			\$10.00		
	\$0.00		\$6,510.00		\$0.00			\$0.00			\$0.00		

Center Creek Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	25	\$70.00	0	\$300.00	0	\$1,500.00	\$1,750.00	
	\$0.00		\$1,750.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00	\$3,500.00		
\$0.00		\$3,500.00		\$0.00		\$0.00				
Red Horse Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1010	\$15.00	1010	\$65.00	114.10875	\$120.00	145.1875	\$105.00		\$10.00
	\$15,150.00		\$65,650.00		\$13,693.05		\$15,244.69		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00	\$3,500.00	
	\$0.00		\$3,500.00		\$0.00		\$0.00			
	Red Winds Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.
Quantity		Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
1091		\$15.00	1010	\$65.00	114.10875	\$120.00	145.1875	\$105.00		\$10.00
\$15,150.00		\$65,650.00		\$13,693.05		\$15,244.69		\$0.00		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity		Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
0		\$85.00	130	\$70.00	0	\$300.00	0	\$1,500.00	\$118,837.74	
\$0.00		\$9,100.00		\$0.00		\$0.00				
Running Bear Court		Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	1091	\$15.00	1091	\$65.00	244.17375	\$120.00	156.83125	\$105.00		\$10.00
	\$16,365.00		\$70,915.00		\$29,300.85		\$16,467.28		\$0.00	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	180	\$70.00	0	\$300.00	0	\$1,500.00	\$145,648.13	
	\$0.00		\$12,600.00		\$0.00		\$0.00			

Garden Brooke Phase 1 & 2 Subdivision

DISTRICT 1	Total Estimate without Mobilization										\$198,313.96	
Estimated Subdivision Mobilization											\$3,000.00	
Total Estimate for Garden Brooke Subdivision											\$201,313.96	
Total Estimate for Garden Brooke Subdivision	1.5" Surface Course		2.5" Interm. Course		Milling Pavment							
Unit Per S.Y.	Quantity	Cost	Quantity	Cost	Quantity	Cost	Unit Per S.Y.	Quantity	Cost	Quantity	Cost	
Garden Brooke Drive Phase 1	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course							
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage		Unit Per Tonnage							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	1000	\$15.00	956	\$65.00	86.25	\$120.00	143.75	\$105.00				
	\$15,000.00	\$62,140.00	\$10,350.00		\$15,093.75							
	Sidewalk		Curb & Gutter		Storm Structure							
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.		Unit Per Repair							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost				
	20	\$85.00	155	\$70.00	8	\$300.00	0	\$1,500.00				
	\$1,700.00	\$10,850.00	\$2,400.00		\$0.00							
	Total Estimate for roadway											\$117,533.75
Green Ash Court	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course							
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage		Unit Per Tonnage							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	654	\$15.00	654	\$65.00	56.4075	\$120.00	94.0125	\$105.00				
	\$9,810.00	\$42,510.00	\$6,768.90		\$9,871.31							
	Sidewalk		Curb & Gutter		Storm Structure							
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.		Unit Per Repair							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost				
	0	\$85.00	90	\$70.00	2	\$300.00	0	\$1,500.00				
	\$0.00	\$6,300.00	\$600.00		\$0.00							
	Total Estimate for roadway											\$75,860.21
Garden Brook Drive Phase 2	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course							
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage		Unit Per Tonnage							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00				
	\$0.00	\$0.00	\$0.00		\$0.00							
	Sidewalk		Curb & Gutter		Storm Structure							
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.		Unit Per Repair							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost				
	0	\$85.00	19	\$70.00	0	\$300.00	0	\$1,500.00				
	\$0.00	\$1,330.00	\$0.00		\$0.00							
	Total Estimate for roadway											\$1,330.00
Sawyer Court	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course							
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage		Unit Per Tonnage							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00				
	\$0.00	\$0.00	\$0.00		\$0.00							
	Sidewalk		Curb & Gutter		Storm Structure							
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.		Unit Per Repair							
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost				
	0	\$85.00	17	\$70.00	8	\$300.00	0	\$1,500.00				
	\$0.00	\$1,190.00	\$2,400.00		\$0.00							
	Total Estimate for roadway											\$3,590.00

Caughman Ridge Phase 1 & 2 Subdivision

DISTRICT 11		Total Estimate without Mobilization Estimated Subdivision Mobilization		\$72,099.89
8" Graded Agg. Base Unit Per S.Y.		Total Estimate for Caughman Ridge Subdivision		\$3,000.00
Quantity	Cost	1.5" Surface Course Unit Per Tonnage	2.5" Interm. Course Unit Per Tonnage	Milling Pavement Unit Per S.Y.
150	\$15.00	12.9375	21.5625	\$10.00
\$2,250.00		\$1,552.50		\$0.00
Sidwalk R&R - Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway
Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$1,500.00	\$17,501.56
\$0.00		\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth		1.5" Surface Course Unit Per Tonnage		Milling Pavement Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity
39	\$15.00	3.36375	\$120.00	\$10.00
\$585.00		\$403.65		\$0.00
Sidwalk R&R - Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway
Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$1,500.00	\$4,112.31
\$0.00		\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth		1.5" Surface Course Unit Per Tonnage		Milling Pavement Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity
175	\$15.00	15.09375	\$120.00	\$10.00
\$2,625.00		\$1,811.25		\$0.00
Sidwalk R&R - Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway
Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$1,500.00	\$18,452.66
\$0.00		\$0.00		
Pvmt Removal Unit Per S.Y. Full Depth		1.5" Surface Course Unit Per Tonnage		Milling Pavement Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity
28	\$15.00	2.415	\$120.00	\$10.00
\$420.00		\$289.80		\$0.00
Sidwalk R&R - Unit Per L.F.		Storm Structure Unit Per Repair		Total Estimate for roadway
Quantity	Cost	Quantity	Cost	
0	\$85.00	1	\$300.00	\$5,072.43
\$0.00		\$300.00		

	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.		
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
Greenmont Circle Phase 2	250	\$15.00	250	\$65.00	21.5625	\$120.00	35.9375	\$105.00		\$10.00	
		\$3,750.00		\$16,250.00		\$2,587.50		\$3,773.44		\$0.00	
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
	0	\$85.00	0	\$70.00	2	\$300.00	0	\$1,500.00		\$26,960.94	
		\$0.00		\$0.00		\$600.00		\$0.00			
	Birchton Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
		Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
		0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
			\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed			
Quantity		Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0		\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00	
		\$0.00		\$0.00		\$0.00		\$0.00			

Hastings Point Phase 1, 2 & 3 Subdivision

DISTRICT
7

		Pvmt Removal		8" Graded Agg. Base		Total Estimate without Mobilization		\$873,655.75
		Unit Per S.Y. Full Depth		Unit Per S.Y.		Estimated Subdivision Mobilization		\$3,000.00
		Quantity	Cost	Quantity	Cost	Total Estimate for Hastings Point Subdivision		\$876,655.75
		0	\$15.00	0	\$65.00	1.5" Surface Course		Milling Pavment
		\$0.00		\$0.00		2.5" Interm. Course		Unit Per S.Y.
		Sidwalk		Curb & Gutter		Storm Structure		No Repairs are Needed
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per Repair		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		0	\$85.00	0	\$70.00	0	\$1,500.00	\$0.00
		\$0.00		\$0.00		\$0.00		
		Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment
		Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per S.Y.
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		500	\$15.00	500	\$65.00	43.125	\$120.00	\$10.00
		\$7,500.00		\$32,500.00		\$5,175.00		\$0.00
		Sidwalk		Curb & Gutter		Storm Structure		Total Estimate for roadway
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per Repair		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		0	\$85.00	105	\$70.00	8	\$300.00	\$62,471.88
		\$0.00		\$7,350.00		\$0.00		
		Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment
		Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per S.Y.
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		5000	\$15.00	5000	\$65.00	431.25	\$120.00	\$10.00
		\$75,000.00		\$325,000.00		\$51,750.00		\$0.00
		Sidwalk		Curb & Gutter		Storm Structure		Total Estimate for roadway
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per Repair		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		0	\$85.00	580	\$70.00	0	\$1,500.00	\$567,818.75
		\$0.00		\$40,600.00		\$0.00		
		Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment
		Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per S.Y.
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		0	\$15.00	0	\$65.00	0	\$105.00	\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00
		Sidwalk		Curb & Gutter		Storm Structure		Total Estimate for roadway
		R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per Repair		
		Quantity	Cost	Quantity	Cost	Quantity	Cost	
		0	\$85.00	2	\$70.00	0	\$1,500.00	\$140.00
		\$0.00		\$140.00		\$0.00		

Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
500	\$15.00		43.125	\$120.00	71.875	\$105.00		\$10.00
\$7,500.00		\$15,600.00		\$5,175.00		\$7,546.88		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	150	\$70.00	3	\$300.00	0	\$1,500.00	\$47,221.88
\$0.00		\$10,500.00		\$900.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
20	\$15.00	20	\$65.00	1.725	\$120.00	2.875	\$105.00	
\$300.00		\$1,300.00		\$207.00		\$301.88		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	125	\$70.00	1	\$300.00	0	\$1,500.00	\$11,158.88
\$0.00		\$8,750.00		\$300.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	120	\$70.00	1	\$300.00	0	\$1,500.00	\$19,244.38
\$0.00		\$8,400.00		\$300.00		\$0.00		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity
0	\$15.00	0	\$65.00	215.625	\$120.00	0	\$105.00	
\$0.00		\$0.00		\$25,875.00		\$0.00		\$0.00
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$25,875.00
\$0.00		\$0.00		\$0.00		\$0.00		

Garvey Circe Phase 2

Tubman Court Phase 2

Hastings Point Drive Phase 2

Boutchet Court Phase 3

Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	\$0.00	991.875	\$120.00	0	\$105.00		\$10.00
\$0.00				\$119,025.00		\$0.00		\$0.00
Sidwalk								
R&R - Unit Per L.F.								
Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
0	\$85.00	0	\$70.00	0	\$1,500.00	0	\$1,500.00	\$119,025.00
\$0.00		\$0.00		\$300.00				
				\$0.00				
Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	172.5	\$120.00	0	\$105.00	
\$0.00					\$20,700.00		\$0.00	
Sidwalk								
R&R - Unit Per L.F.								
Quantity	Cost	Curb & Gutter R&R Unit Per L.F.	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	Total Estimate for roadway
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$20,700.00
\$0.00		\$0.00		\$300.00				
				\$0.00				

Garvey Circle Phase 3

McLester Court Phase 3

Rice Creek Ridge Subdivision		DISTRICT 8		Total Estimate without Mobilization		\$379,796.08
				Estimated Subdivision Mobilization		\$3,000.00
Rice Creek Farms Road		Total Estimate for Rice Creek Ridge Subdivision		Milling Pavment		\$382,796.08
Rice Creek Farms Road	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment		No Repairs are Needed \$168,710.00
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	Cost	
	1600	1600	138	230	\$105.00	
	\$24,000.00	\$104,000.00	\$16,560.00	\$24,150.00		
	Sidewalk	Curb & Gutter	Curb Inlet Repair	Storm Structure		
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair		
	Quantity	Quantity	Quantity	Quantity	Cost	
	0	0	0	0	\$1,500.00	
\$0.00	\$0.00	\$0.00	\$0.00			
Buttonbush Court	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment		Total Estimate for roadway \$14,044.38
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	Cost	
	100	100	8,625	14,375	\$105.00	
	\$1,500.00	\$6,500.00	\$1,035.00	\$1,509.38		
	Sidewalk	Curb & Gutter	Curb Inlet Repair	Storm Structure		
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair		
	Quantity	Quantity	Quantity	Quantity	Cost	
	0	50	0	0	\$1,500.00	
\$0.00	\$3,500.00	\$0.00	\$0.00			
Sand Iris Court	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment		Total Estimate for roadway \$600.00
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	Cost	
	0	0	0	0	\$105.00	
	\$0.00	\$0.00	\$0.00	\$0.00		
	Sidewalk	Curb & Gutter	Curb Inlet Repair	Storm Structure		
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair		
	Quantity	Quantity	Quantity	Quantity	Cost	
	0	0	2	0	\$1,500.00	
\$0.00	\$0.00	\$600.00	\$0.00			
Rice Meadow Way	Pvmt Removal	8" Graded Agg. Base	2.5" Interm. Course	Milling Pavment		Total Estimate for roadway \$196,441.71
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Unit Per Tonnage	Unit Per S.Y.	Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	Cost	
	1863	1863	160,68375	267,80625	\$105.00	
	\$27,945.00	\$121,095.00	\$19,282.05	\$28,119.66		
	Sidewalk	Curb & Gutter	Curb Inlet Repair	Storm Structure		
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Unit Per C.Y.	Unit Per Repair		
	Quantity	Quantity	Quantity	Quantity	Cost	
	0	0	0	0	\$1,500.00	
\$0.00	\$0.00	\$0.00	\$0.00			

Rivers Station Subdivision		DISTRICT		7		Total Estimate without Mobilization		\$139,725.00			
		8" Graded Agg. Base		Unit Per S.Y.		Estimated Subdivision Mobilization		\$3,000.00			
Big Game Loop		Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
		Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
Quantity		0	\$15.00	0	\$65.00	862.5	\$120.00	0	\$105.00	Quantity	Cost
\$0.00				\$0.00		\$103,500.00		\$0.00		Quantity	Cost
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Storm Structure		Total Estimate for roadway	
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		Unit Per Repair		\$103,500.00	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		Total Estimate for roadway	
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		\$103,500.00	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	215.625	\$120.00	0	\$105.00				
\$0.00		\$0.00		\$25,875.00		\$0.00					
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Storm Structure		Total Estimate for roadway	
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		Unit Per Repair		\$25,875.00	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		Total Estimate for roadway	
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		\$10,350.00	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	86.25	\$120.00	0	\$105.00				
\$0.00		\$0.00		\$10,350.00		\$0.00					
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Storm Structure		Total Estimate for roadway	
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		Unit Per Repair		\$10,350.00	
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	0	\$1,500.00		
\$0.00		\$0.00		\$0.00		\$0.00		\$0.00			

Rolling Creek Subdivision		DISTRICT 1		Total Estimate without Mobilization		\$398,955.63		
				Estimated Subdivision Mobilization		\$3,000.00		
		Total Estimate for Rolling Creek Subdivision		\$401,955.63				
Dutchfork Branch Court	Pvmt Removal	Unit Per S.Y. Full Depth	8" Graded Agg. Base					
	Quantity	Cost	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Cost	
	600	\$15.00	600	51.75	\$120.00	86.25	\$105.00	
	\$9,000.00		\$39,000.00	\$6,210.00		\$9,056.25		
	Sidwalk		Curb & Gutter					
	R&R - Unit Per L.F.	Cost	R&R Unit Per L.F.	Unit Per C.Y.	Cost	Storm Structure	Unit Per Repair	Cost
	0	\$85.00	450	5	\$300.00	0	\$1,500.00	
	\$0.00		\$31,500.00	\$1,500.00		\$0.00		
	Total Estimate for roadway							\$96,266.25
	Dutchfork Creek Trail	Pvmt Removal	Unit Per S.Y. Full Depth	8" Graded Agg. Base				
Quantity		Cost	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Cost	
2500		\$15.00	2500	215.625	\$120.00	359.375	\$105.00	
\$37,500.00			\$162,500.00	\$25,875.00		\$37,734.38		
Sidwalk			Curb & Gutter					
R&R - Unit Per L.F.		Cost	R&R Unit Per L.F.	Unit Per C.Y.	Cost	Storm Structure	Unit Per Repair	Cost
0		\$85.00	554	1	\$300.00	0	\$1,500.00	
\$0.00			\$38,780.00	\$300.00		\$0.00		
Total Estimate for roadway								\$302,689.38

Rolling Creek, Courtyards Subdivision

DISTRICT
1

Pvmt Removal			8" Graded Agg. Base			2.5" Interm. Course			Milling Pavment		
Unit Per S.Y. Full Depth			Unit Per S.Y.			Unit Per Tonnage			Unit Per S.Y.		
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
500	\$15.00		500	\$65.00		71.875	\$105.00				
\$7,500.00			\$32,500.00			\$7,546.88					
Sidwalk			Curb & Gutter			Storm Structure			Total Estimate for roadway		
R&R - Unit Per L.F.			R&R Unit Per L.F.			Unit Per Repair					
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
0	\$85.00		140	\$70.00		0	\$1,500.00				
\$0.00			\$9,800.00			\$0.00			\$63,121.88		
Pvmt Removal			8" Graded Agg. Base			2.5" Interm. Course			Milling Pavment		
Unit Per S.Y. Full Depth			Unit Per S.Y.			Unit Per Tonnage			Unit Per S.Y.		
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
1000	\$15.00		1000	\$65.00		143.75	\$105.00				
\$15,000.00			\$65,000.00			\$15,093.75					
Sidwalk			Curb & Gutter			Storm Structure			Total Estimate for roadway		
R&R - Unit Per L.F.			R&R Unit Per L.F.			Unit Per Repair					
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
0	\$85.00		350	\$70.00		0	\$1,500.00				
\$0.00			\$24,500.00			\$0.00			\$130,543.75		
Pvmt Removal			8" Graded Agg. Base			2.5" Interm. Course			Milling Pavment		
Unit Per S.Y. Full Depth			Unit Per S.Y.			Unit Per Tonnage			Unit Per S.Y.		
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
1255	\$15.00		1255	\$65.00		180.40625	\$105.00				
\$18,825.00			\$81,575.00			\$18,942.66					
Sidwalk			Curb & Gutter			Storm Structure			Total Estimate for roadway		
R&R - Unit Per L.F.			R&R Unit Per L.F.			Unit Per Repair					
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
0	\$85.00		500	\$70.00		0	\$1,500.00				
\$0.00			\$35,000.00			\$0.00			\$167,631.91		
Pvmt Removal			8" Graded Agg. Base			2.5" Interm. Course			Milling Pavment		
Unit Per S.Y. Full Depth			Unit Per S.Y.			Unit Per Tonnage			Unit Per S.Y.		
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
1000	\$15.00		1000	\$65.00		143.75	\$105.00				
\$15,000.00			\$65,000.00			\$15,093.75					
Sidwalk			Curb & Gutter			Storm Structure			Total Estimate for roadway		
R&R - Unit Per L.F.			R&R Unit Per L.F.			Unit Per Repair					
Quantity	Cost		Quantity	Cost		Quantity	Cost		Quantity	Cost	
0	\$85.00		135	\$70.00		0	\$1,500.00				
\$0.00			\$9,450.00			\$0.00			\$115,193.75		

Rolling Creek, The Preserve Subdivision

DISTRICT 1				Total Estimate without Mobilization \$295,702.43				
				Estimated Subdivision Mobilization \$3,000.00				
				Total Estimate for Rolling Creek, The Preserve Subdivision \$298,702.43				
Boyd Branch Crossing	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	100	\$15.00	100	\$65.00	8.625	14.375		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38	
	Sidwalk		Curb & Gutter		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost
	200	\$85.00	400	\$70.00	0	0	0	\$1,500.00
	\$17,000.00		\$28,000.00		\$0.00		\$0.00	
	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	100	\$15.00	100	\$65.00	8.625	14.375		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38	
Sidwalk		Curb & Gutter		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost	
200	\$85.00	400	\$70.00	0	0	0	\$1,500.00	
\$17,000.00		\$28,000.00		\$0.00		\$0.00		
				Total Estimate for roadway \$55,544.38				
Crims Branch Court	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	100	\$15.00	100	\$65.00	8.625	14.375		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38	
	Sidwalk		Curb & Gutter		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost
	0	\$85.00	172	\$70.00	1	0	0	\$1,500.00
	\$0.00		\$12,040.00		\$300.00		\$0.00	
	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	100	\$15.00	100	\$65.00	8.625	14.375		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38	
Sidwalk		Curb & Gutter		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost	
0	\$85.00	172	\$70.00	1	0	0	\$1,500.00	
\$0.00		\$12,040.00		\$300.00		\$0.00		
				Total Estimate for roadway \$22,884.38				
Crims Creek Way	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	100	\$15.00	100	\$65.00	8.625	14.375		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38	
	Sidwalk		Curb & Gutter		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost
	75	\$85.00	450	\$70.00	0	0	0	\$1,500.00
	\$6,375.00		\$31,500.00		\$0.00		\$0.00	
	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	0	\$15.00	0	\$65.00	0	0		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00	
Sidwalk		Curb & Gutter		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost	
20	\$85.00	20	\$70.00	0	0	0	\$1,500.00	
\$1,700.00		\$1,400.00		\$0.00		\$0.00		
				Total Estimate for roadway \$48,419.38				
Dutchmans Creek Trail	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	0	\$15.00	0	\$65.00	0	0		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00	
	Sidwalk		Curb & Gutter		Storm Structure			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost
	20	\$85.00	20	\$70.00	0	0	0	\$1,500.00
	\$1,700.00		\$1,400.00		\$0.00		\$0.00	
	Pvmt Removal		8" Graded Agg. Base		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Unit Per S.Y.	Quantity	Cost	Unit Per Tonnage	Quantity	Unit Per S.Y.	Cost
	0	\$15.00	0	\$65.00	0	0		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00	
Sidwalk		Curb & Gutter		Storm Structure				
R&R - Unit Per L.F.	R&R Unit Per L.F.	Quantity	Cost	Unit Per Repair	Quantity	Unit Per Repair	Cost	
20	\$85.00	20	\$70.00	0	0	0	\$1,500.00	
\$1,700.00		\$1,400.00		\$0.00		\$0.00		
				Total Estimate for roadway \$3,100.00				

North Nichols Creek Point	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	38.64	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$4,636.80		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	160	\$70.00	0	\$300.00	0	\$1,500.00	\$15,836.80	
	\$0.00		\$11,200.00		\$0.00		\$0.00			
Nichols Branch Lane	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	215.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$25,875.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	1000	\$70.00	3	\$300.00	0	\$1,500.00	\$106,284.38	
	\$0.00		\$70,000.00		\$900.00		\$0.00			
South Nichols Creek Point	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	145	\$70.00	1	\$300.00	0	\$1,500.00	\$20,994.38	
	\$0.00		\$10,150.00		\$300.00		\$0.00			
Dutchmans Branch Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interim. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
	\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	10	\$85.00	10	\$70.00	0	\$300.00	0	\$1,500.00	\$12,094.38	
	\$850.00		\$700.00		\$0.00		\$0.00			

Dutchmans Creek Trail	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00
		\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$0.00		\$0.00		\$0.00	\$10,544.38	

Rose Oaks Subdivision		DISTRICT 1		Total Estimate without Mobilization		Total Estimate for Rose Oaks Subdivision	
		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course		2.5" Interm. Course	
		Quantity	Cost	Quantity	Cost	Quantity	Cost
Amber Ridge Trail	Pvmt Removal	41	\$15.00	3,53625	\$120.00	5,89375	\$105.00
	Unit Per S.Y. Full Depth						
	Quantity	41		3,53625		5,89375	
	Cost	\$615.00		\$424.35		\$618.84	
	Sidewalk						
	R&R - Unit Per L.F.						
	Quantity	51					
	Cost	\$85.00					
	R&R - Unit Per L.F.						
	Quantity	239					
	Cost	\$70.00					
	R&R - Unit Per L.F.						
	Quantity	239					
Cost	\$70.00						
R&R - Unit Per L.F.							
Quantity	239						
Cost	\$70.00						
Storm Structure							
Unit Per Repair							
Quantity	1						
Cost	\$1,500.00						
Total Estimate for roadway							\$26,888.19
Rose Oak Drive	Pvmt Removal	200	\$15.00	17,25	\$120.00	28,75	\$105.00
	Unit Per S.Y. Full Depth						
	Quantity	200		17,25		28,75	
	Cost	\$3,000.00		\$2,070.00		\$3,018.75	
	Sidewalk						
	R&R - Unit Per L.F.						
	Quantity	169					
	Cost	\$65.00					
	R&R - Unit Per L.F.						
	Quantity	169					
	Cost	\$65.00					
	R&R - Unit Per L.F.						
	Quantity	169					
Cost	\$65.00						
Storm Structure							
Unit Per Repair							
Quantity	1						
Cost	\$1,500.00						
Total Estimate for roadway							\$94,823.75
Amber Ridge Trail	Pvmt Removal	100	\$15.00	8,625	\$120.00	14,375	\$105.00
	Unit Per S.Y. Full Depth						
	Quantity	100		8,625		14,375	
	Cost	\$1,500.00		\$1,035.00		\$1,509.38	
	Sidewalk						
	R&R - Unit Per L.F.						
	Quantity	1000					
	Cost	\$70.00					
	R&R - Unit Per L.F.						
	Quantity	1000					
	Cost	\$70.00					
	R&R - Unit Per L.F.						
	Quantity	1000					
Cost	\$70.00						
Storm Structure							
Unit Per Repair							
Quantity	1						
Cost	\$1,500.00						
Total Estimate for roadway							\$27,889.38
English Legend Drive	Pvmt Removal	5	\$15.00	0,43125	\$120.00	0,71875	\$105.00
	Unit Per S.Y. Full Depth						
	Quantity	5		0,43125		0,71875	
	Cost	\$75.00		\$51.75		\$75.47	
	Sidewalk						
	R&R - Unit Per L.F.						
	Quantity	250					
	Cost	\$85.00					
	R&R - Unit Per L.F.						
	Quantity	250					
	Cost	\$85.00					
	R&R - Unit Per L.F.						
	Quantity	250					
Cost	\$85.00						
Storm Structure							
Unit Per Repair							
Quantity	0						
Cost	\$1,500.00						
Total Estimate for roadway							\$22,277.22

Antique Rose Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	700	\$15.00	700	\$65.00	60.375	\$120.00	100.625	\$105.00		\$10.00
	\$10,500.00		\$45,500.00		\$7,245.00		\$10,565.63		Total Estimate for roadway	
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	10	\$85.00	20	\$70.00	0	\$300.00	0	\$1,500.00		
	\$850.00		\$1,400.00		\$0.00		\$0.00		\$76,060.63	
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00	
\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
20	\$85.00	100	\$70.00	1	\$300.00	1	\$1,500.00			
\$1,700.00		\$7,000.00		\$300.00		\$1,500.00		\$31,588.75		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
48	\$15.00	48	\$65.00	4.14	\$120.00	6.9	\$105.00		\$10.00	
\$720.00		\$3,120.00		\$496.80		\$724.50		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
20	\$85.00	100	\$70.00	0	\$300.00	0	\$1,500.00			
\$1,700.00		\$7,000.00		\$0.00		\$0.00		\$13,761.30		
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
100	\$15.00	100	\$65.00	8.625	\$120.00	14.375	\$105.00		\$10.00	
\$1,500.00		\$6,500.00		\$1,035.00		\$1,509.38		Total Estimate for roadway		
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure				
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
12	\$85.00	70	\$70.00	1	\$300.00	0	\$1,500.00			
\$1,020.00		\$4,900.00		\$300.00		\$0.00		\$16,764.38		

Compass Rose Way	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Unit Per S.Y.	Cost	Unit Per Tonnage	Cost	Unit Per Tonnage	Cost	Unit Per S.Y.	Cost
	500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00		\$10.00
		\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88		
	Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	62	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$4,340.00		\$0.00		\$0.00	\$57,061.88	

Sageland Place Subdivision				DISTRICT 1		Total Estimate without Mobilization		\$15,525.00		
						Estimated Subdivision Mobilization		\$3,000.00		
Sageland Place Subdivision				Total Estimate for Sageland Place Subdivision		\$18,525.00				
Sageland Place	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	No Repairs are Needed	
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Thyme Circle	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	129.375	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$15,525.00		\$0.00			
	Sidewalk		Curb & Gutter		Curb Inlet Repair		Storm Structure			
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Total Estimate for roadway	
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$15,525.00	
	\$0.00		\$0.00		\$0.00		\$0.00			

The Courtyards At Salem Place Subdivision

		DISTRICT 8		Total Estimate without Mobilization \$127,515.00	
				Estimated Subdivision Mobilization \$3,000.00	
				Total Estimate for The Courtyards At Salem Place Subdivision \$130,515.00	
Placid Drive	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	\$0.00	\$0.00	\$120.00	\$105.00	
	Sidewalk	Curb & Gutter			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	\$85.00	\$70.00	\$1,500.00		
	0	401	0		
\$0.00	\$28,070.00	\$0.00			
					Total Estimate for roadway \$48,770.00
Tranquil Trail	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	\$0.00	\$0.00	\$120.00	\$105.00	
	Sidewalk	Curb & Gutter			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	\$85.00	\$70.00	\$1,500.00		
	0	498	0		
\$0.00	\$34,860.00	\$0.00			
					Total Estimate for roadway \$55,560.00
Placid Drive	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	\$0.00	\$0.00	\$120.00	\$105.00	
	Sidewalk	Curb & Gutter			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	\$85.00	\$70.00	\$1,500.00		
	0	196	0		
\$0.00	\$13,720.00	\$0.00			
					Total Estimate for roadway \$13,720.00
Serene Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	\$0.00	\$0.00	\$120.00	\$105.00	
	Sidewalk	Curb & Gutter			
	R&R - Unit Per L.F.	R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	\$85.00	\$70.00	\$1,500.00		
	0	117	0		
\$0.00	\$8,190.00	\$0.00			
					Total Estimate for roadway \$9,465.00

Stonnington Subdivision		DISTRICT 7		Total Estimate without Mobilization		\$149,276.25	
				Estimated Subdivision Mobilization		\$3,000.00	
Stonnington Subdivision		DISTRICT 7		Total Estimate for Stonnington Subdivision			\$152,276.25
				1.5" Surface Course		2.5" Intern. Course	
Bare Wick Lane	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	Unit Per Tonnage	Quantity	Cost	
		100	\$15.00	8.625	14.375	\$105.00	
		\$1,500.00		\$1,035.00		\$1,509.38	
	Sidwalk	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	
	R&R - Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	
		0	\$85.00	2	0	\$1,500.00	
		\$0.00		\$600.00		\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	
		0	\$15.00	0	0	\$105.00	
		\$0.00		\$0.00			
Total Estimate for roadway							\$5,749.38
Brody Park Road	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	Unit Per Tonnage	Quantity	Cost	
		0	\$15.00	0	0	\$105.00	
		\$0.00		\$0.00			
	Sidwalk	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	
	R&R - Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	
		0	\$85.00	0	0	\$1,500.00	
		\$0.00		\$0.00		\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	
		0	\$15.00	0	0	\$105.00	
		\$0.00		\$0.00			
Total Estimate for roadway							\$0.00
Flutterby Court	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	Unit Per Tonnage	Quantity	Cost	
		0	\$15.00	0	0	\$105.00	
		\$0.00		\$0.00			
	Sidwalk	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	
	R&R - Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	
		0	\$85.00	1	0	\$1,500.00	
		\$0.00		\$300.00		\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	
		0	\$15.00	0	0	\$105.00	
		\$0.00		\$0.00			
Total Estimate for roadway							\$300.00
Redden Row	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	Unit Per Tonnage	Quantity	Cost	
		100	\$15.00	8.625	14.375	\$105.00	
		\$1,500.00		\$1,035.00		\$1,509.38	
	Sidwalk	Quantity	Cost	Storm Structure Unit Per Repair	Quantity	Cost	
	R&R - Unit Per L.F.	Quantity	Cost	Curb Inlet Repair Unit Per C.Y.	Quantity	Cost	
		0	\$85.00	0	0	\$1,500.00	
		\$0.00		\$300.00		\$0.00	
	Pvmt Removal Unit Per S.Y. Full Depth	Quantity	Cost	1.5" Surface Course Unit Per Tonnage	Quantity	Cost	
		100	\$15.00	8.625	14.375	\$105.00	
		\$0.00		\$0.00			
Total Estimate for roadway							\$12,294.38

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y.	Full Depth	Quantity	Unit Per S.Y.	Quantity	Cost	Quantity	Unit Per Tonnage	Quantity	Cost
Ringbelle Row	200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00
		\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$0.00		\$0.00		\$0.00		\$21,088.75
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
	\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	50	\$70.00	0	\$300.00	0	\$1,500.00			
	\$0.00		\$3,500.00		\$0.00		\$0.00		\$108,943.75	
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00			
	\$0.00		\$0.00		\$900.00		\$0.00		\$900.00	
Unnamed Street	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$70.00	3	\$300.00	0	\$1,500.00		
		\$0.00		\$0.00		\$900.00		\$0.00		\$900.00

Willow Lake Subdivision		DISTRICT 7		Total Estimate without Mobilization \$1,232,417.98	
				Estimated Subdivision Mobilization \$3,000.00	
				Total Estimate for Willow Lake Subdivision \$1,235,417.98	
Knot Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	1500	1500	129.375	215.625	\$105.00
	\$22,500.00	\$97,500.00	\$15,525.00	\$22,640.63	
	Sidewalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	0	0	0		
	\$0.00	\$0.00	\$0.00		Total Estimate for roadway \$158,165.63
Pine Loop Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	1200	1200	103.5	172.5	\$105.00
	\$18,000.00	\$78,000.00	\$12,420.00	\$18,112.50	
	Sidewalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	0	0	0		
	\$0.00	\$0.00	\$0.00		Total Estimate for roadway \$126,532.50
North High Duck Trail	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	150	150	12.9375	21.5625	\$105.00
	\$2,250.00	\$9,750.00	\$1,552.50	\$2,264.06	
	Sidewalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	0	0	0		
	\$0.00	\$0.00	\$0.00		Total Estimate for roadway \$15,816.56
Oak Lake Court	Pvmt Removal Unit Per S.Y. Full Depth	8" Graded Agg. Base Unit Per S.Y.	2.5" Interm. Course Unit Per Tonnage	Milling Pavment Unit Per S.Y.	
	Quantity	Quantity	Quantity	Quantity	
	Cost	Cost	Cost	Cost	
	1000	1000	86.25	143.75	\$105.00
	\$15,000.00	\$65,000.00	\$10,350.00	\$15,093.75	
	Sidewalk R&R - Unit Per L.F.	Curb & Gutter R&R Unit Per L.F.	Storm Structure Unit Per Repair		
	Quantity	Quantity	Quantity		
	Cost	Cost	Cost		
	0	0	0		
	\$0.00	\$0.00	\$0.00		Total Estimate for roadway \$105,443.75

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Quantity	Unit Per S.Y.	Quantity	Cost	Quantity	Unit Per Tonnage	Quantity	Cost
Old Hickory Court	1000	\$15.00	1000	\$65.00	86.25	\$120.00	143.75	\$105.00		\$10.00
		\$15,000.00		\$65,000.00		\$10,350.00		\$15,093.75		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	20	\$70.00	0	\$300.00	0	\$1,500.00		
		\$0.00		\$1,400.00		\$0.00		\$0.00		\$106,843.75
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
1500	\$15.00	1500	\$65.00	129.375	\$120.00	215.625	\$105.00		\$10.00	
	\$22,500.00		\$97,500.00		\$15,525.00		\$22,640.63			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$158,165.63	
	\$0.00		\$0.00		\$0.00		\$0.00			
Sand Oak Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$158,165.63
		\$0.00		\$0.00		\$0.00		\$0.00		
Canvasback Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
		\$0.00		\$0.00		\$0.00		\$0.00		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00
		\$0.00		\$0.00		\$0.00		\$0.00		
Gadwell Court	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	5	\$15.00	5	\$65.00	0.43125	\$120.00	0.71875	\$105.00		\$10.00
		\$75.00		\$325.00		\$51.75		\$75.47		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	1	\$300.00	0	\$1,500.00		\$827.22
		\$0.00		\$0.00		\$300.00		\$0.00		

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Unit Per S.Y.	Cost	Unit Per Tonnage	Cost	Unit Per Tonnage	Cost	Unit Per S.Y.	Cost
Goldeneye Court	500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00		\$10.00
		\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88		
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	60	\$70.00	1	\$300.00	0	\$1,500.00		
		\$0.00		\$4,200.00		\$300.00		\$0.00		\$57,221.88
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
2582	\$15.00	2582	\$65.00	222.6975	\$120.00	371.1625	\$105.00		\$10.00	
	\$38,730.00		\$167,830.00		\$26,723.70		\$38,972.06			
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair				
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		\$272,255.76	
	\$0.00		\$0.00		\$0.00		\$0.00			

	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth	Cost	Unit Per S.Y.	Cost	Unit Per Tonnage	Cost	Unit Per Tonnage	Cost	Unit Per S.Y.	Cost
Ring Neck Duck Court	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00	Quantity	Cost
	\$0.00		\$0.00		\$0.00		\$0.00			
Ruddy Duck Court	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair			
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	1200	\$15.00	1200	\$65.00	103.5	\$120.00	172.5	\$105.00	Quantity	Cost
	\$18,000.00		\$78,000.00		\$12,420.00		\$18,112.50			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$130,152.50	
0	\$85.00	26	\$70.00	1	\$300.00	1	\$1,500.00			
\$0.00		\$1,820.00		\$300.00		\$1,500.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
500	\$15.00	500	\$65.00	43.125	\$120.00	71.875	\$105.00	Quantity	Cost	
\$7,500.00		\$32,500.00		\$5,175.00		\$7,546.88				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$54,221.88		
0	\$85.00	0	\$70.00	0	\$300.00	1	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$1,500.00				

Willow Glen Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	50	\$15.00	50	\$65.00	4.3125	\$120.00	7.1875	\$105.00		\$10.00
	\$750.00		\$3,250.00		\$517.50		\$754.69			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	24	\$70.00	0	\$300.00	0	\$1,500.00	\$6,952.19	
	\$0.00		\$1,680.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
200	\$15.00	200	\$65.00	17.25	\$120.00	28.75	\$105.00		\$10.00	
\$3,000.00		\$13,000.00		\$2,070.00		\$3,018.75				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		Total Estimate for roadway		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	10	\$70.00	1	\$300.00	1	\$1,500.00	\$23,588.75		
\$0.00		\$700.00		\$300.00		\$1,500.00				
Alpina Court	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00		
\$0.00		\$0.00		\$0.00		\$0.00				
Buttercup Circle	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost		
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00	
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk R&R - Unit Per L.F.		Curb & Gutter R&R Unit Per L.F.		Curb Inlet Repair Unit Per C.Y.		Storm Structure Unit Per Repair		No Repairs are Needed		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost			
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00	\$0.00		
\$0.00		\$0.00		\$0.00		\$0.00				

	Pvmt Removal Unit Per S.Y. Full Depth		8" Graded Agg. Base Unit Per S.Y.		1.5" Surface Course Unit Per Tonnage		2.5" Interm. Course Unit Per Tonnage		Milling Pavment Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
North High Duck Trail	0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00
	\$0.00		\$0.00		\$0.00		\$0.00			
	Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed	
	R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$0.00	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
	0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00		
	\$0.00		\$0.00		\$0.00		\$0.00			
	Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment	
	Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.	
	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		No Repairs are Needed		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$0.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	0	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$0.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$4,200.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	60	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$4,200.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$4,200.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	60	\$70.00	0	\$300.00	0	\$1,500.00			
\$0.00		\$4,200.00		\$0.00		\$0.00				
Pvmt Removal		8" Graded Agg. Base		1.5" Surface Course		2.5" Interm. Course		Milling Pavment		
Unit Per S.Y. Full Depth		Unit Per S.Y.		Unit Per Tonnage		Unit Per Tonnage		Unit Per S.Y.		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$15.00	0	\$65.00	0	\$120.00	0	\$105.00		\$10.00	
\$0.00		\$0.00		\$0.00		\$0.00				
Sidwalk		Curb & Gutter		Curb Inlet Repair		Storm Structure		Total Estimate for roadway		
R&R - Unit Per L.F.		R&R Unit Per L.F.		Unit Per C.Y.		Unit Per Repair		\$12,030.00		
Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
0	\$85.00	159	\$70.00	3	\$300.00	0	\$1,500.00			
\$0.00		\$11,130.00		\$900.00		\$0.00				

Richland County Council Request for Action

Subject:

Guidelines for dedications at the Decker Center

Notes:

June 26, 2018 – The committee recommended staff consult with comparable entities to provide guidance to Council on how to move forward with dedications.



**Administration and Finance Committee Meeting
Briefing Document**

Agenda Item

Guidelines for dedications at the Decker Center

Background

During the June 5, 2018 Council meeting, Chairwoman Dickerson brought forth the following motion:

“Move to establish guidelines for dedications at the Decker Center, to include how they will be funded”

Subsequently, this motion was forwarded to the Administration and Finance Committee for its consideration.

The Decker Center has two former Magistrate Judges dedications:

- Former Chief Magistrate Judge Walter Jones
- Former Magistrate Judge Harriett Sims

Both dedications were coordinated by the County PIO in conjunction with the Magistrate Offices, with the Clerk to Council Office finalizing the details for the Sims’ event. The funding for the dedications came primarily from the Administration Office, with the Clerk to Council Office purchasing food for the receptions. The portrait of Judge Jones cost \$729. The portrait of Judge Sims cost \$783, to include a fee for retouching as requested by the family. The dedications included speakers and an unveiling of a portrait.

There are no Council approved guidelines for the Decker Center dedications.

Issue(s)

Pursuant to the motion, the issue is the lack of guidelines and a dedicated funding source for the Decker Center dedications. Guidelines must be considered relative to criteria used to select magistrates to honor, the artist(s) commissioned to complete the portraits, frequency of dedications and whether the policy will be solely for recognizing magistrates or expanded to honor other local judge posts.

Fiscal Impact

The fiscal impact will be determined by any policy funding decisions resulting from this motion.

Past Legislative Actions

Motion brought forth by Chairwoman Dickerson during the June 5, 2018 Council meeting.

Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

Staff Recommendation

Staff does not have a recommendation with regards to this matter. However, Council may consider forming a small committee with representation from Council, the Magistrate and the community to recommend, at the least, criteria for selecting honorees and the maximum number of dedications to be held in a calendar year.

Richland County Council Request for Action

Subject:

Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment

Notes:

June 26, 2018 – The committee recommended Council approve the purchases of equipment.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

Approve the purchase of EMS equipment with funding coming from bond proceeds set aside for EMS equipment.

Background

In previous "Status of EMS" updates presented to Council, equipment purchases were identified as components of the Administrator's Strategic Initiative. The equipment replacement process has been on-going. The following equipment purchases exceed \$100,000 and Council's approval is required:

- A. 50 Stryker Stretchers and 10 Stair Chairs** – This equipment is used to move patients in the stabilization process and during transportation to the hospital. This finishes the three year "phase-in" of replacement immobilization equipment that can no longer be maintained. Since we started updating equipment three years ago, and by continuing to use the same brand, this insures continuity and allows us to use the support hardware and systems we currently have in place. This is a sole source procurement. Stryker - \$929,904.19

- B. 80 King Vision Airway Kits** – This equipment is used to establish emergency airways in unconscious patients. The equipment was bid out with the following vendors submitting bids:

Boundtree Medical	Henry Schein
\$185,239.20	272,162.00

The lowest, responsible and responsive bid was submitted by Boundtree Medical for \$185,239.20 Master Medical submitted a bid, but it was deemed non-responsive.

- C. 144 Wireless Routers for EKG transmissions, Automatic Vehicle Location (AVL) tracking, document uploads/downloads and back up communications.** This equipment replaces EKG transmission equipment, out of service Automatic Vehicle Location transmitter devices and document transmission systems. The department currently uses Verizon wireless services from the State Contract. Verizon requires SimpleCom equipment for this project. - SimpleCom \$270,178.18

Issues

There are no other issues.

Fiscal Impact

The equipment will be purchased from bond proceeds set aside for EMS equipment. The purchases outlined in this report total \$1,385,321.57. Funds are available in the Bond proceeds of the Strategic Initiative set aside for EMS.



Past Legislative Actions

- October 24, 2018 – D&S Meeting outlining EMS status and need for equipment and personnel
- November 7, 2017 – Council passes “Reassignment of Projects for Outstanding Bonds” – (\$2.5 million for EMS).
- January 3, 2018 - Status of EMS updated for Council
- April 2, 2018 – Status of EMS updated for Council

Alternatives

1. Approve the purchases of equipment.
2. Do not approve the purchases.
3. Delay the purchases and seek out other options.

Staff Recommendation

It is recommended that Council approve the purchases outlined in this report with funds coming from the re-designated bond fund as follows:

Stryker	\$929,904.19
Boundtree Medical	\$185,239.20
Verizon / SimpleCom	\$270,178.18

Submitted by: Michael A. Byrd, Department of Emergency Services

Date: June 6, 2018



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Memorandum

To: County Administrator's Office
From: Emergency Services Department Director Michael Byrd
Date: April 2, 2018
Subject: Status of EMS

As a follow-up to its November 16, 2017, D&S meeting, Council requested quarterly updates on the status of EMS.

EMS continues to implement a Strategic Initiative to address the personnel and operational needs of EMS via Biennium Budget I. Here is an update:

- \$2,500,000 in funding to address capital needs. Equipment is being procured.
- Supplies and services currently needed have been identified and will be funded by the Strategic Initiative.
- Four of the eight new positions have been filled with EMT's. EMS remains short of Paramedics.
- Eight EMS employees completed the Paramedic program in December and successfully completed the National Registry Certification exam. Two of the Paramedic students are working on completion of the program requirements and will then be eligible to take the National Registry test.
- 15 employees are currently enrolled in Paramedic class.
- Awaiting the countywide Comp and Class study results to potentially adjust the EMS salaries (completion expected May 2018).
- Increase in starting pay for EMT's and Paramedics and a five (5%) increase for existing EMT's and Paramedics began in December.

ESD is working with the County's HR Department and the Comp and Class vendor to explore the following items:

- Night Shift Differential pay
- Salary Gap Pay
- Holiday Pay (EMS must pay employees holiday pay and it is not funded)
- A "Career Ladder" program

Personnel

As a part of the Strategic Initiative, the personnel increase goal for EMS is 24-48 positions over the next two years. ESD is working with the County Administrator's Office and the ECT to obtain this goal starting with eight new positions and an increase in positions for the second year of the Biennium Budget.

Operational Needs

A plan to address a shortage in operational funds is included in the current budget through the Strategic Initiative. ESD is working with Administration and the ECT to address the additional funding needs for the second year of Biennium Budget.

Facility Needs

The new EOC, EMS building and 911 facility are part of the Richland Renaissance project. Space studies have been completed and planning continues.

Richland County Council Request for Action

Subject:

Melody Garden Stream/Ditch Stabilization Design Professional Services Contract

Notes:

June 26, 2018 – The committee recommended Council approve the award of a contract to KCI Technologies, Inc. to design, permit and complete construction management for the Melody Garden Stabilization project.



**Administration and Finance Committee Meeting
Briefing Document - Melody Garden Stream/Ditch Stabilization Design Professional Services
Contract**

Agenda Item

Melody Garden Stream/Ditch Stabilization Design Professional Services Contract

Background

The Melody Gardens project was added to the Stormwater Capital Projects List and was ranked against other Capital Projects using the Project Matrix developed as part of the *Richland County Stormwater 25 Year Strategic Plan*. The project area extends from upstream of the Interstate 20 bridge crossing near Parklane Road and continue through the backside of Melody Gardens Subdivision to the bridge crossing at O'Neil Court (Council District 3). An exhibit showing the project limits is attached.

Proposals were received from seven engineering firms.

The Procurement division issued Request for Proposal RC-073-P-2018 for the study, design options, plan preparation, bidding, contract administration, and inspection for the planning, design, and construction of stabilization measures along both sides of approximately 1,700' of stream in that has experienced a significant amount of erosion and sedimentation. Seven submittals were received. An independent evaluation panel of County staff members reviewed submittals and rated these proposals. This panel consisted of:

Synithia Williams	Stormwater General Manager
Carlton Hayden	Roads & Drainage General Manager
Allison Steele	Assistant County Engineer
Cynthia Kestner	Stormwater Capital Projects Manager

Based on the review and consideration of the review panel, KCI Technologies, Inc. was the highest ranked offeror. Under the guidance and supervision of Procurement Department staff, Richland County procedures for the procurement of professional services were followed throughout this process.

Issues

A significant length of ditch/stream in the Melody Gardens subdivision has experienced erosion, sedimentation, and flooding. The Department of Public Works staff has responded to complaints of localized flooding, beaver dams, and erosion of banks. There is also an exposed sewer line that is being undermined by the high velocity flows coming through the stream. The County currently has maintenance easements along the entire length of the ditch. In order to address the erosion and sedimentation issues, multiple challenges will have to be addressed including the exposed sewer line, stabilizing the banks enough to handle the high velocity of water channeling through the area, and addressing US Army Corps of Engineering and floodplain requirements.

Fiscal Impact

The cost estimate to complete the design, permitting, and construction management of the project is \$165,847. This project was budgeted in the Stormwater Management Division's Capital Projects account for in the Fiscal Year 2018 (FY-18) budget year.

Past Legislative Actions

None.

Alternatives

1. Approve awarding to KCI Technologies, Inc. the contract to design, permit and complete construction management for the Melody Gardens Stabilization project.

Or,

2. Do not approve awarding to KCI Technologies, Inc. the contract to design, permit and complete construction management for the Melody Gardens Stabilization project.

Staff Recommendation

Staff recommends awarding the project to KCI Technologies, Inc.

Submitted by: Procurement Department

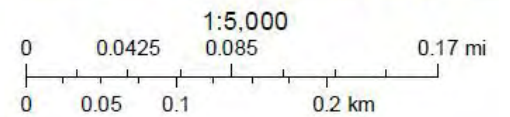
Date: June 8, 2018

Viewer Map



February 13, 2018

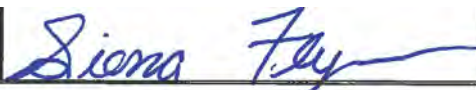
- | | | |
|-------------|---------|----------------------|
| Parcels | Streams | NWI Inventory |
| Interstates | Lakes | FORESTED WETLAND |
| Highways | | NON-FORESTED WETLAND |



Richland County
Richland County & Woolpert



RICHLAND COUNTY GOVERNMENT CERTIFIED PROPOSAL TABULATION

SOLICITATION# RC-073-P-2018		PROJECT NAME Melody Gardens Stream/Ditch Stabilization		DATE ISSUED 3/9/2018	DATE CLOSED 4/20/2018 @2:00 PM	PAGE 1. OF
DEPARTMENT Public Works					AMENDMENTS 1	
#	COMPANY	ENVELOPE/ CONTAINER	ELECTRONIC COPY YES/NO	AMENDMENTS	COST SUBMITTAL YES/NO	
1	<u>Weston + Sampson</u>	\	'		\	
2	<u>Amec Foster Wheeler</u>	\			/o	
3	<u>McCormick Taylor</u>		Ye,	,;Z;		
4	<u>KCI Technologies, Inc.</u>		<u>Yes</u>			
5	<u>4D Engineering</u>	\	<u>Yes</u>		<u>Yes</u>	
6	<u>Syn Terra Corp.</u>	<u>yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	
7	t---"t	<u>yes</u>	<u>Yes</u>	\	<u>Veh</u>	
8	-----		-----	1R-JY-1	11 @ -TH1 Dept	
9					'18APR20PM2:00	
10						
POINT OF CONTACT Sierra Flynn		TEL: (803) 576-2132 FAX: (803) 576-2135	SIGNATURE 		EMAIL: flynn.sierra@richlandcountysc.gov	

RCPD TABULATION FORM-2016

Richland County Council Request for Action

Subject:

An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

Notes:

June 26, 2018 – The committee recommended Council approve the County entering into a Strategic Alliance Memorandum with the SBA South Carolina District Office (Columbia) to collaborate on increasing business development, outreach opportunities, and exposure for Richland County certified small businesses and small business candidates for certification with the OSBO Small Local Business Enterprise program.



**Administration and Finance Committee Meeting
Briefing Document**

Agenda Item

An Intergovernmental Agreement (IGA) between Richland County (the County) Government Office of Small Business Opportunity (OSBO) and the United States Small Business Administration (SBA)

Background

The SBA and Richland County OSBO are joined by a common mission; helping start, maintain, and expand small businesses. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The Richland County Government-Office of Small Business Opportunity is a division of the County's Community and Government Services Department. The Office of Small Business Opportunity uses several economic development tools to provide creative business opportunities to address many of the obstacles that face small businesses.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of the IGA (referred to as "Strategic Alliance Memorandum (SAM)" by the SBA) is to develop and foster mutual understanding and a working relationship between the SBA and Richland County Government-Office of Small Business Opportunity in order to strengthen and expand small business development in the local area. The Parties acknowledge that specific joint training and outreach activities contemplated under this SAM require further negotiations and a separate signed agreement developed pursuant to SBA's co-sponsorship authority.

Issues

The SBA South Carolina District Office will collaborate with Richland County OSBO to provide current information on SBA programs, services, and printed materials. The SBA will provide speakers to participate in OSBO workshops, conferences, seminars, and other activities to discuss relevant topics including financing and government contracting. The SBA will advise OSBO on local events that may impact Richland County's mission directly, and they will provide a hyperlink on the SBA's website to the Richland County OSBO website. The SBA will assign a local point of contact to serve as a liaison between SBA and the OSBO. They will also invite Richland County certified small businesses to attend local SBA-sponsored events and SBA-sponsored training at the OSBO location, when appropriate.

Richland County OSBO will cooperate with SBA's Resource Partners to provide information to its clients/members about business development services, remain current and disseminate information provided by the SBA, make SBA printed materials available to Richland County certified small businesses, provide speakers for the SBA (when appropriate), provide a hyperlink from the OSBO website to the SBA website, and assign a local point of contact to serve as a liaison between Richland County Government OSBO and the SBA.

All materials bearing the Richland County Government official seal must be approved in advance by the Richland County Community and Government Services and Public Information Office Directors. Reference to Richland County or Richland County OSBO is not an endorsement of the views, opinions, products or services of any person or entity employed by Richland County Government.

The Richland County Government official seal may only be used, within the context of the proposed IGA, to promote collaborative efforts between Richland County OSBO and SBA programs, activities, and services designed to grow and advance small local businesses throughout Richland County. The Richland County Government official seal cannot be used in a way that suggests the County is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between the County and an outside party. The Richland County Government seal must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries, any lobbying efforts, or any political activities.

All materials bearing the SBA name or logo must be approved in advance by SBA's Responsible Program Official. Use of SBA's logo must be accompanied by the following statement: "Use of the SBA logo is authorized by a Strategic Alliance Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity." The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA's logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA's logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries, any lobbying efforts, or any political activities.

Both parties organization names shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including those provided by respective organizations. Nothing in the proposed IGA permits either party to use the seal/logo of the other party. Links provided on websites or printed materials will be through text hyperlinks only.

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties.

Fiscal Impact

The proposed IGA does not require or authorize the expenditure of any funds. The IGA shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to Richland County Government OSBO and SBA.

Past Legislative Actions

There are no known past legislative actions associated with the proposed IGA.

Alternatives/Solutions

1. Enter into an IGA with the SBA South Carolina District Office (Columbia) to collaborate on increasing business develop, outreach opportunities, and exposure for Richland County certified small businesses and small business candidates for certification with the OSBO Small Local Business Enterprise program.
2. Do not enter into an IGA with the SBA South Carolina District Office (Columbia) to collaborate on increasing business develop, outreach opportunities, and exposure for Richland County certified small businesses and small business candidates for certification with the OSBO Small Local Business Enterprise program. If this alternative is chosen, the SLBE office will continue to contact individual agencies for speakers and printed materials on selected topics outside of the established network of agencies and organizations that support small business development in the Midlands region.

Staff Recommendation

It is recommended that Council approve alternative number one. Richland County OSBO would become more engaged and play a more active role in the ongoing efforts of agencies and organizations that develop small businesses throughout Richland County and the Midlands region.

Submitted By: OSBO via the Department of Community and Government Services **Date:** June 15, 2018



Strategic Alliance Memorandum

with the

United States Small Business Administration

and the

Richland County Government, South Carolina, Office of Small Business Opportunity

I. PURPOSE

The United States Small Business Administration (SBA) and the Richland County Government-Office of Small Business Opportunity (each a “Party” or, collectively the “Parties”) are joined by a common mission; **helping start, maintain, and expand small businesses**. The Parties will work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of meeting the needs of the small business community.

The Richland County Government-Office of Small Business Opportunity is a municipal department of the County. The Office of Small Business Opportunity uses several economic development tools to provide creative business opportunities to address many of the obstacles that face small businesses.

The mission of the SBA is to aid, counsel, assist and protect the interests of small business by providing financial, contractual and business development assistance and advocating on their behalf within the government. SBA district offices deliver SBA programs and services to the public. Each Party has separate services and resources which, when delivered in coordination with each other, will provide maximum benefits to the small business communities served.

The purpose of this Strategic Alliance Memorandum (SAM) is to develop and foster mutual understanding and a working relationship between the SBA and Richland County Government-Office of Small Business Opportunity in order to strengthen and expand small business development in the local area. The Parties acknowledge that specific joint training and outreach activities contemplated under this SAM require further negotiations and a separate signed agreement developed pursuant to SBA’s cosponsorship authority.

In order to further their common goals, the Parties agree to the following:

II. SCOPE AND RESPONSIBILITIES

SBA Undertakings:

Within the limits of its available and/or appropriated resources, the SBA through its South Carolina District Office will:

- Provide Richland County Government-Office of Small Business Opportunity with up-to-date information about SBA’s programs and services.
- Make available, upon request, information regarding SBA’s resource partners, including but not limited to, the Small Business Development Centers (SBDCs), SCORE, and the Women’s Business Centers (WBCs) (collectively, “SBA’s Resource Partners”).
- Make available, upon request and subject to their availability, SBA pamphlets, brochures, and other publications.
- Advise Richland County Government-Office of Small Business Opportunity of events that may impact its mission.
- Provide speakers, consistent with SBA rules and policy, to participate in Richland County Government-Office of Small Business Opportunity workshops, conferences, seminars and other activities to discuss SBA financing, government contracting and other business topics.
- Invite Richland County Government-Office of Small Business Opportunity clients/members to attend local SBA-sponsored events and offer SBA-sponsored training at Richland County Government-Office of Small Business Opportunity location when appropriate.
- Provide a text-only hyperlink from SBA’s website to Richland County Government-Office of Small Business Opportunity website pursuant to SBA’s linking policies.
- Provide information to Richland County Government-Office of Small Business Opportunity staff on SBA programs and services available to local small businesses.
- Assign a local point of contact to serve as liaison between SBA and Richland County Government-Office of Small Business Opportunity

Richland County Government-Office of Small Business Opportunity Undertakings:

Within the limits of its available resources, the Richland County Government-Office of Small Business Opportunity will:

- Cooperate with SBA’s Resource Partners to provide information to its clients/members about business development services to small businesses when appropriate.
- Keep abreast of and disseminate up-to-date information provided by SBA when appropriate.
- Make available to its clients/members SBA pamphlets, brochures, and other publications.
- Inform Richland County Government-Office of Small Business Opportunity small business clients/members of SBA’s programs and services including referrals to SBA’s Resource Partners when appropriate.
- Upon request, provide speakers for SBA-sponsored events when appropriate.
- Provide a text-only hyperlink from Richland County Government-Office of Small Business Opportunity website to SBA’s website.
- Assign a local point of contact to serve as liaison between Richland County Government-Office of Small Business Opportunity and SBA.

III. USE OF SBA NAME AND LOGO

All materials bearing the SBA name or logo must be approved in advance by SBA’s Responsible Program Official. Use of SBA’s logo must be accompanied by the following statement: “Use of the SBA logo is authorized by a Strategic Alliance

Memorandum. Reference to SBA is not an endorsement of the views, opinions, products or services of any person or entity.” The SBA logo may only be used to promote SBA and/or its programs, activities, and services. SBA’s logo cannot be used in a way that suggests the Agency is endorsing any individual, organization, product, or service or in a way which implies that an improper relationship exists between SBA and an outside party. SBA’s logo also must not be used in any manner that is liable to bring the Agency into a negative light, such as in connection with any products or services related to alcohol, gambling or adult entertainment industries, any lobbying efforts, or any political activities.

The “U.S. Small Business Administration” name shall be used only in a factual manner, consistent with applicable law, and shall not promote or endorse any products or services of any entity including but not limited to Richland County Government-Office of Small Business Opportunity . Nothing in this SAM permits Richland County Government-Office of Small Business Opportunity to use the SBA official seal.

IV. TERM

Cooperation under this SAM will commence upon signing by both Parties and will continue for a period of two years from date of signature unless otherwise terminated by one or both Parties as per paragraph V below.

V. AMENDMENT

The Parties agree to consult each other on any amendment, modification or clarification to the provisions of this SAM. This SAM may only be amended or modified in writing and shall be consistent with applicable laws, regulations and SBA policy.

VI. TERMINATION

Either Party may discontinue its participation under this SAM at any time, with or without cause, upon thirty (30) days written notice to the other Party.

VII. RELATIONSHIP

This SAM does not authorize the expenditure of any funds. Accordingly, this SAM shall not be interpreted as creating any binding legal obligations between the Parties nor shall it limit either Party from participating in similar activities or arrangements with other entities. Nothing contained herein shall be construed to create any association, partnership, joint venture or relation of principal or agent or employer and employee with respect to Richland County Government-Office of Small Business Opportunity and SBA.

VIII. RESPONSIBLE OFFICIALS

The responsible officials and points of contact for administrative matters pertaining to this SAM are:

Richland County Government

Name: Michelle Rosenthal
Title: Business Development Coordinator
Address: 2000 Hampton Street
1425
Columbia, SC 29201

U.S. Small Business Administration:

Name: Martin Short
Title: Economic Development Specialist
Address: 1835 Assembly St., Suite
3014
Columbia, SC 29204

Tel: 803-576-1540
e-mail: rosenthalm@rcgov.us

Tel: 803-253-3753
e-mail: martin.short@sba.gov

IX. SIGNATURES

This SAM may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The signatories below represent that they have the authority to make such commitments on behalf of their respective organization.

U.S. Small Business Administration:

Stephen Morris, Director of Strategic Alliances

Date

Note: District Directors may also co-sign.

R. Gregg White, District Director
South Carolina District Office

Date

Richland County Government-Office of Small Business Opportunity:

Gerald Seals, County Administrator
Richland County Government

Date



Strategic Alliance Memorandum

SAM Guidelines

- No SAMs with Resource Partners. SBA has existing cooperative agreements in place with Resource Partners.
- No SAMs with for-profit entities. SBA may only do SAMs with non-profits.
- SAMs are not cosponsorships, but are designed to formalize normal outreach activity, such as periodic visits and sharing of resources and information. SAMs are not used for specific events.
- If it makes sense and Parties agree, one SAM can be signed with multiple non-profit Parties. SAMs may have a term for up to 2 years.
- “SBA” logo use. All materials bearing the SBA name or logo must be approved in advance by SBA’s Responsible Program Official. RPO must ensure that proper disclaimer must accompany any logo use.

SAM Procedure

- Fill out the SAM Template and forward to OSA (monica.harris@sba.gov). Although there are several pre-approved terms listed in section II, it is not necessary to incorporate all of the terms in each SAM. However, please highlight any additional terms to the SAM to expedite the approval process. The SAM will be quickly reviewed and questions returned to the District Office if necessary.
- Please note that all SAMs, including SAMs with former BIC partners, will utilize the current template. **The Office of General Counsel has cleared the template. If no changes are made to the template (“terms” may be deleted without triggering a change to the template) further OGC clearance need not be obtained. If changes are made to the template, OSA will forward the SAM to OGC for clearance.**
- OSA will forward the SAM to the Office of General Counsel (OGC) for clearance.
- Once cleared, the SAM will be returned to the District Director/designee to gather the signatures from the other SAM parties. Have all parties sign the same number of originals as there are signatures.
- Return the signed originals to OSA for final signature by an authorized SBA official. Your original will be returned promptly.

Richland County Council Request for Action

Subject:

An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simplify and make more efficient the systems and procedures among Richland County School Districts One and Two and Richland County Government to fulfill responsibilities under Act 280 of 1979; and to repeal Ordinance Sec. 2-537(2) and Amended Ordinance Sec. 2-535(H)

Notes:

First Reading: May 15, 2018
Second Reading: June 5, 2018
Third Reading:
Public Hearing:

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

AN ORDINANCE TO LEVY AND IMPOSE *AD VALOREM* PROPERTY TAXES FOR RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO; TO IMPROVE, SIMPLIFY AND MAKE MORE EFFICIENT THE SYSTEMS AND PROCEDURES AMONG RICHLAND COUNTY SCHOOL DISTRICTS ONE AND TWO AND RICHLAND COUNTY GOVERNMENT TO FULFILL RESPONSIBILITIES UNDER ACT 280 OF 1979; AND TO REPEAL ORDINANCE SEC. 2-537(2) AND AMEND ORDINANCE SEC. 2-535(H).

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 (“County Council”) of Richland County, South Carolina (“County”) hereby finds and determines:

(a) The South Carolina General Assembly enacted Act 280 of 1979 providing in pertinent part that “the school tax levy for Richland County School Districts 1 and 2 shall be determined by the Richland County Council based on the requirements of the South Carolina Education Finance Act of 1977 and based on any other additional funding deemed necessary by the board or county council.”

(b) To fulfill the County Council’s duty to determine the school tax levy for Richland County School Districts 1 and 2 (“school districts”) within the requirements of the laws affecting the school districts, it is in the best interests of the County and school districts for the County Council to determine the operating property tax millage rates to be levied but not appropriate funds or approve the budgets.

(c) Since the enactment of Act 280 of 1979 and the Education Finance Act of 1977, many other laws have been enacted with enormous effect on the funding of public school districts, including without limit, the Education Improvement Act of 1984, the Education Accountability

Act of 1998, homestead and other property tax exemption statutes, economic development statutes authorizing negotiated assessment ratios and millage rates, Act 388 of 2006 expanding the homestead exemption, establishing a reimbursement system, and limiting increases in property tax millage rate, and reassessment values, Act 23 of 2017 regulating school district fiscal practices, and annual State Appropriations Act provisos and funding provisions often enacted after the decisions of the school boards and County Council.

(d) The timing of decision-making by the school boards and County Council is currently not coordinated with the adoption of the State Appropriations Act or the most current information concerning the assessed values of property within the school districts.

(e) The financial management of public school districts is subject to state and federal statutes, regulations and governmental accounting standards which differ from those governing county government.

(f) The County Council and the boards of Richland County School Districts One and Two desire to improve, simplify, and make more efficient the systems and procedures among the school districts and County government so that they may fulfill their responsibilities under Act 280 of 1979 and all other statutes and regulations affecting the funding and financial management of Richland County School Districts One and Two.

(g) Adopting and implementing this Ordinance concurrently with determining the school tax levy for fiscal year 2018-2019 serves the best interest of the County and school districts.

Section 2. Procedures to Establish the Property Tax Millage Levy for Richland County School Districts One and Two

(a) The school boards of Richland County School Districts One and Two, on or before May 15, will notify the County Council of their anticipated general fund revenue for the subsequent fiscal year, including the anticipated revenue from state sources, from fees-in-lieu-of-taxes, and from *ad valorem* property taxes based on the then most current estimates of assessed value and a requested property tax millage rate.

(b) The County Council will include the school districts in the public announcement complying with S.C. Code Ann. § 6-1-80 or similar provision and levy annually property tax millage rates for Richland County School Districts One and Two, within the limits, if any, of then current state law, by second reading on or before June 15. The County Council will not appropriate funds or approve budgets for the operations of Richland County School Districts One and Two.

(c) The school boards of Richland County School Districts One and Two will adopt revenue and expenditure budgets each year by June 30 as required by state law.

(d) The Richland County Auditor (“Auditor”) will advise the superintendent of each school district of the estimated assessed value of property by state property classification at all relevant times, including at the same time as the Auditor submits estimated assessed values to the County for County purposes and prior to third reading by County Council determining school district property tax millage rates.

(e) If the Auditor’s most current estimate of school district operating assessed values prior to third reading by County Council differs from the estimates provided to the school districts prior to May 15, the school boards may submit to County Council modified requests for property tax millage rates prior to third reading by County Council determining school district property tax millage rates.

(f) The County will advise the superintendents of the school districts of the estimated fees-in-lieu-of-taxes to be received by the school districts during the budget year, for inclusion in the revenue estimates to be submitted by the school boards to the County Council on or before May 15.

(g) The County Treasurer will disburse to the school districts as it becomes available all revenue received by the Treasurer for the account of the school districts, including state revenue, fees-in-lieu-of-taxes and *ad valorem* property taxes, and this Ordinance constitutes the concurrence of the County Council with the request by the school districts for the disbursement by

the County Treasurer of school district funds satisfying the requirements of S.C. Code Ann. § 59-69-215.

(h) The dates of May 15 and June 15 in this Ordinance are intended to facilitate decision-making and failure to comply with them does not invalidate any decision or subsequent action of the County Council or school boards.

Section 3. Ordinances Repealed

(a) Ordinance Sec. 2-537(a) is repealed.

(b) Ordinance Sec. 2-535(h) is repealed and is replaced by the following: “Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse.”

Section 4. School Tax Levy Determination for Fiscal Year 2018-2019

(a) The school tax levy for Richland County School Districts One and Two, to cover the period from July 1, 2018 to June 30, 2019, are hereby levied upon all taxable property located within the following respective tax districts in Richland County for general fund operations, subject only to adjustment by County Council upon third reading, as follows:

<u>School District</u>	<u>Mills</u>
Richland County School District One – Operations	—
Richland County School District Two – Operations	—

(b) The following estimated millage rates for debt service are noted for informational purposes only, but the debt service millage rates will be determined and levied by the Richland County Auditor pursuant to S.C. Code Ann. § 59-71-150.

<u>School District</u>	<u>Mills</u>
Richland County School District One – Debt Service	—
Richland County School District Two – Debt Service	—

Section 5. Miscellaneous

(a) If any one or more of the provisions or portions hereof are determined by a court

of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstances, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) All ordinances regarding the same subject matter as this Ordinance are hereby repealed.

Section 6. Effective Date

(a) This Ordinance shall take effect immediately upon approval at third reading and will apply to the property tax millage levy for fiscal year 2018-2019 and all subsequent years.

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
[Name]
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2018:

[Name]
Clerk to County Council

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: _____

Sec. 2-535. Budget adoption and amendments after adoption.

(a) *Public hearings.* The public hearing on the budget shall be held prior to second reading of said budget. After the conclusion of the public hearing, the council may insert new items of expenditure or may increase, decrease or strike out items of expenditures in the general fund budget, except that no item of expenditure for debt service or other provision of law shall be reduced or stricken out. The council shall not alter the estimates of receipts contained in such budget except to correct omissions or mathematical errors.

State law reference(s)--Public hearing requirements prior to adoption of budget, S.C. Code 1976, § 4-9-130.

(b) *Supplemental appropriations.* If during the fiscal year, the county administrator certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council, by ordinance and after public hearings, may make supplemental appropriations for the year up to the amount of the excess.

(c) *Emergency appropriations.* (See South Carolina Code 1976, section 4-9-130, last paragraph, concerning appropriations for public emergencies.)

(d) *Reduction of appropriations.* If at any time during the fiscal year, it appears probable to the county administrator that the revenues available will be insufficient to meet the amount appropriated, he shall report to the council without delay, indicating the estimated amount of the deficit, any remedial action taken by him and his recommendations as to any other steps to be taken. The council shall then take further action as it deems necessary to prevent or minimize any deficit and for that purpose it may by ordinance reduce one or more appropriations.

(e) *Transfer of appropriations.* At any time during the fiscal year, the county administrator may transfer part or all of any unencumbered appropriation balance among programs within a department, office or agency and, upon request by the county administrator, the council may by ordinance transfer a part or all of any unencumbered appropriation balance from one department, office or agency to another.

(f) *Adoption of the general fund budget.* The council shall, in no event, adopt a general fund budget in which the total of expenditures exceeds available revenues. If, for any reason, the council fails to adopt the general fund budget, the general fund appropriation ordinance and such ordinances providing for additional revenues as may be necessary to put the budget in balance on or before the first day of July, the general fund budget in effect for the previous fiscal year shall be the general fund budget on a monthly basis beginning on the first day of July until the general fund budget shall be adopted by the council.

(g) *Effective date of general fund budget; certification; copies made available.* Upon final adoption, the general fund budget shall be in effect for the ensuing fiscal year. A copy of such budget as finally adopted shall be certified by the county administrator and chair of council and filed in the office of the director of finance and budget. The general fund budget so certified shall be reproduced and sufficient copies thereof shall be made available for the use of all departments, courts, boards, commissions, offices and agencies and for the use of interested persons and organizations.

(h) *Appropriations to lapse.* Any portion of an annual appropriation remaining unexpended and unencumbered at the close of the fiscal year shall lapse, except that any balance remaining in the funds of the school boards at the end of the fiscal year shall remain to the credit of those school boards and an estimate of any such balance shall be included in the school budgets of the ensuing year as an estimated receipt.

(i) *Certification of funds; penalties for violation.* No payment shall be made and no obligation incurred by or on behalf of the county except in accordance with an appropriation duly made; provided that the council shall have the power to authorize and direct the making of contracts for the expenditure of funds not appropriated in any budget for the then current fiscal year, in which event the council shall appropriate the funds in the budget or budgets for the next fiscal year or years for the performance of the contracts. No payment shall be made from or obligation incurred against any allotment or appropriation unless the director of finance and budget shall first certify that there is a sufficient unexpended and unencumbered balance in such allotment or appropriation to

meet the same; provided that, nothing herein shall be taken to prevent the advance authorization of expenditures from a contingency fund. Every expenditure or obligation authorized or incurred in violation of the provisions of this section shall be void. Every payment made in violation of the provisions of this section shall be deemed illegal and every official who shall knowingly receive such payment of any part thereof shall be jointly and severally liable to the county for the full amount so paid or received. If any elected official, member of a board, or commission, or employee of the county shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this section or knowingly take part therein, such action shall be cause for his removal.

(Code 1976, 6-2004; Ord. No. 589-79, §§ 7--10, 10-17-79; Ord. No. 1294-85, § 1, 5-7-85)

Sec. 2-537. Property tax requests from outside agencies.

(a) *School operating budgets.* It shall be the duty of the school boards to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the school budgets shall relate to its total only, and the school boards shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The school boards shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(b) *Agencies financially supported in whole or part through property taxes.* It shall be the duty of the agencies to file their operating budget estimates with the county administrator or with the director of finance and budget in accordance with the budget calendar adopted by council. The action of the council on the agency budgets shall relate to its total only and the agencies shall have authority to expend in their discretion the sum appropriated for their use, provided that if they receive an appropriation greater or less than their original request, they shall forthwith revise their estimates of expenditures and adopt appropriations in accordance therewith. The agencies shall have power to order during the course of the fiscal year transfers from one item of appropriation to another.

(c) *Ceiling for funding agencies financially supported in whole or in part by Richland County.* The council shall, prior to beginning budget deliberations, establish a ceiling for funding outside agencies for the next fiscal year. Said ceiling shall be established by a percentage of the total budget appropriation for the operation of county government or by a fixed dollar amount. The ceiling established pursuant to this section shall not be amended except by vote of two-thirds (2/3) of the members of the county council.

(Code 1976, § 6-2006; Ord. No. 589-79, § 12, 10-17-79; Ord. No. 1850-89, § I, 3-21-89)

Cross reference(s)--Taxation generally, [Ch. 23](#).

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the issuance and sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bonds; delegating to the Assistant County Administrator certain authority related to the bonds; providing for the payment of the bonds and the disposition of the proceeds thereof; and other matters relating thereto

Notes:

First Reading: June 5, 2018

Second Reading: June 19, 2018

Third Reading:

Public Hearing:



Council Memorandum 7-1 (2018)

To: County Council
From: Sandra Yudice, Ph.D, Assistant County Administrator
Date: July 2, 2018
Subject: Supplemental Information – Series 2018A and Series 2018B Series Bond Issuance

During its June 19, 2018 meeting Council gave 2nd reading approval to ordinances authorizing the issuance of bonds for series 2018A and 2018B. Council requested an itemized list of the items to be purchased with the bonds. As requested, please see the tables below:

Table 1 2018A Series (Bond amount not to exceed: \$8,500,000)

Richland County Sheriff's Department Radios	\$7,342,505.82
Aviation Engine Overhaul Required by FAA	\$90,000
Aviation Aircraft Rotors Required by FAA	\$210,000
Cost of issuance	\$200,000
Total	\$7,842,505.82

Table 2 2018B Series (Bond amount not to exceed: \$2,000,000)

CRFD Self-contained breathing apparatus	\$1,309,118.76
Cost of issuance	\$125,000
Total	\$1,434,118.76

Council may wish to note that the \$8.5 million for the Series 2018A is a not to exceed, as is the \$2.5 million for the Series 2018B. The actual amount of bonds issued will be roughly the sum of the project costs in addition to the costs of issuance.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Yudice".

Sandra Yudice, Ph.D.
Assistant County Administrator

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 GENERAL OBLIGATION BONDS, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; DELEGATING TO THE ASSISTANT COUNTY ADMINISTRATOR CERTAIN AUTHORITY RELATED TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “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 of the date hereof, the outstanding general obligation debt of the County subject to the limitation imposed by Article X, Section 14(7) of the Constitution is \$44,890,000. Thus, the County may incur not exceeding \$80,503,051 of additional general obligation debt within its applicable debt limitation.

(f) Pursuant to Ordinance No. 067-12HR enacted by County Council on November 13, 2012, the County adopted Written Procedures related to Tax-Exempt Debt.

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of not to exceed \$8,500,000 general obligation bonds of the County pursuant to the aforesaid provisions of the Constitution and laws of the State, the proceeds of which will be used to provide funds for: (i) defraying the costs of communications equipment and other one-time capital expenses for the Sheriff's Department (the "Projects"); (ii) paying costs of issuance of the bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Series 2018A Bonds. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued not to exceed \$8,500,000 aggregate principal amount of general obligation bonds of the County to be designated "[Amount Issued] General Obligation Bonds, Series 2018A, of Richland County, South Carolina" (the "Series 2018A Bonds") for the purpose stated in Section 1(g) of this Ordinance.

The Series 2018A Bonds shall be issued as fully registered bonds registerable as to principal and interest; shall be dated as of the first day of the month in which they are delivered to the initial purchaser(s) thereof; shall be in denominations of \$5,000 or any integral multiple thereof not exceeding principal amount of bonds maturing each year; shall be numbered from R-1 upward, respectively; shall bear interest from their date payable at such times as hereafter designated by the Assistant County Administrator or his/her designee (the "Assistant Administrator") at such rate or rates as may be determined by the County Council at the time of sale thereof; and shall mature serially in successive annual installments as determined by the Assistant Administrator.

Both the principal of and interest on the Series 2018A Bonds shall be payable in any coin or currency of the United States of America which is, at the time of payment, legal tender for public and private debts.

U.S. Bank, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Bonds.

SECTION 3. Delegation of Authority to Determine Certain Matters Relating to the Series 2018A Bonds. Without further authorization, the County Council hereby delegates to the Assistant Administrator the authority to: (a) determine the maturity dates of the Series 2018A Bonds and the respective principal amounts maturing on such dates; (b) determine the interest payment dates of the Series 2018A Bonds; (c) determine redemption provisions, if any, for the Series 2018A Bonds; (d) determine the date and time of sale of the Series 2018A Bonds; (e) receive bids on behalf of the County Council; and (f) to award the sale of the Series 2018A Bonds to the lowest bidder, upon advice from the Municipal Advisor and Co-Bond Counsel, therefor in accordance with the terms of the Notice of Sale for the Series 2018A Bonds.

SECTION 4. Registration, Transfer and Exchange of Series 2018A Bonds. The County shall cause books (herein referred to as the "registry books") to be kept at the offices of the Registrar/Paying Agent, for the registration and transfer of the Series 2018A Bonds. Upon presentation at its office for such purpose the Registrar/Paying Agent shall register or transfer, or cause to be registered or transferred, on such registry books, the Series 2018A Bonds under such reasonable regulations as the Registrar/Paying Agent may prescribe.

Each Series 2018A Bond shall be transferable only upon the registry books of the County, which shall be kept for such purpose at the principal office of the Registrar/Paying Agent, by the registered owner thereof in person or by his duly authorized attorney upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar/Paying Agent duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Series 2018A Bond the Registrar/Paying Agent on behalf of the County shall issue in the name of the transferee a new fully-registered Series 2018A Bond or Series 2018A Bonds, of the same aggregate principal amount, interest rate and maturity as the surrendered Series 2018A Bond. Any Series 2018A Bond surrendered in exchange for a new registered Series 2018A Bond pursuant to this Section shall be canceled by the Registrar/Paying Agent.

The County and the Registrar/Paying Agent may deem or treat the person in whose name any fully-registered Series 2018A Bond shall be registered upon the registry books as the absolute owner of such Series 2018A Bond, whether such Series 2018A Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Series 2018A Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2018A Bond to the extent of the sum or sums so paid, and neither the County nor the Registrar/Paying Agent shall be affected by any notice to the contrary. For every such transfer of Series 2018A Bonds, the County or the Registrar/Paying Agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer, and, except as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each Series 2018A Bond issued upon such transfer, which sum or sums shall be paid by the person requesting such transfer or by the County as a condition precedent to the exercise of the privilege of making such transfer. Neither the County nor the Registrar/Paying Agent shall be obliged to make any such transfer of Series 2018A Bonds during the fifteen (15) days preceding an interest payment date on such Series 2018A Bonds.

SECTION 5. Record Date. The County hereby establishes a record date for the payment of interest or for the giving of notice of any proposed redemption of Series 2018A Bonds, and such record date shall be the fifteenth (15th) day of the calendar month preceding each semiannual interest payment date on such Series 2018A Bond or in the case of any proposed redemption of Series 2018A Bonds, such record date shall be the fifteenth (15th) day prior to the giving of notice of redemption of bonds.

SECTION 6. Mutilation, Loss, Theft or Destruction of Series 2018A Bonds. In case any Series 2018A Bond shall at any time become mutilated in whole or in part, or be lost, stolen or destroyed, or be so defaced as to impair the value thereof to the owner, the County shall execute and the Registrar shall authenticate and deliver at the principal office of the Registrar, or send by registered mail to the owner thereof at his request, risk and expense a new Series 2018A Bond of the same series, interest rate and maturity and of like tenor and effect in exchange or substitution for and upon the surrender for cancellation of such defaced, mutilated or partly destroyed Series 2018A Bond, or in lieu of or in substitution for such lost, stolen or destroyed Series 2018A Bond. In any such event the applicant for the issuance of a substitute Series 2018A Bond shall furnish the County and the Registrar evidence or proof satisfactory to the County and the Registrar of the loss, destruction, mutilation, defacement or theft of the original Series 2018A Bond, and of the ownership thereof, and also such security and indemnity in an amount as may be required by the laws of the State of South Carolina or such greater amount as may be required by the County and the Registrar. Any duplicate Series 2018A Bond issued under the provisions of this Section in exchange and substitution for any defaced, mutilated or partly destroyed Series 2018A Bond or in substitution for any allegedly lost, stolen or wholly destroyed Series 2018A Bond shall be entitled to the identical benefits under this Ordinance as was the original Series 2018A Bond in lieu of which such duplicate Series 2018A Bond is issued, and shall be entitled to equal and proportionate benefits with all the other Series 2018A Bonds of the same series issued hereunder.

All expenses necessary for the providing of any duplicate Series 2018A Bond shall be borne by the applicant therefor.

SECTION 7. Execution of Series 2018A Bonds. The Series 2018A Bonds shall be executed in the name of the County with the manual or facsimile signature of the Chair of the County Council attested by the manual or facsimile signature of the Clerk to Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon; provided, however, the facsimile signatures appearing on the Series 2018A Bonds may be those of the officers who are in office on the date of adoption of this Ordinance. The execution of the Series 2018A Bonds in such fashion shall be valid and effectual, notwithstanding any subsequent change in such offices. The Series 2018A Bonds shall not be valid or become obligatory for any purpose unless there shall have been endorsed thereon a certificate of authentication. Each Series 2018A Bond shall bear a certificate of authentication manually executed by the Registrar in substantially the form set forth herein.

SECTION 8. Form of Series 2018A Bonds. The Series 2018A Bonds shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 9. Security for Series 2018A Bonds. The full faith, credit, and taxing power of the County is irrevocably pledged to the payment of the Series 2018A Bonds. The Series 2018A Bonds are payable from an ad valorem tax levied annually by the County Auditor and collected by the County Treasurer.

The Council shall give the County Auditor and the County Treasurer written notice of the delivery of and payment for the Series 2018A Bonds and they are hereby directed to levy and collect annually, on all taxable property in the County, an ad valorem tax sufficient to pay the principal and interest of the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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

SECTION 11. Defeasance. The obligations of the County under this Ordinance and the pledges, covenants and agreements of the County herein made or provided for, shall be fully discharged and satisfied as to any portion of the Series 2018A Bonds, and such Series 2018A Bond or Series 2018A Bonds shall no longer be deemed to be outstanding hereunder when:

(a) Such Series 2018A Bond or Series 2018A Bonds shall have been purchased by the County and surrendered to the County for cancellation or otherwise surrendered to the County or the Paying Agent and is canceled or subject to cancellation by the County or the Paying Agent; or

(b) Payment of the principal of and interest on such Series 2018A Bonds either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with a corporate trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment, or (2) Government Obligations (hereinafter defined) maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to make such payment and all necessary and proper fees, compensation and expenses of the corporate trustee. At such time as the Series 2018A Bonds shall no longer be deemed to be outstanding hereunder, such Series 2018A Bonds shall cease to draw interest from the due date thereof and, except for the

purposes of any such payment from such moneys or Government Obligations, shall no longer be secured by or entitled to the benefits of this Ordinance.

“Government Obligations” shall mean any of the following:

- (a) direct obligations of the United States of America or agencies thereof or obligations, the payment of principal or interest on which, in the opinion of the Attorney General of the United States, is fully and unconditionally guaranteed by the United States of America;
- (b) non-callable, U. S. Treasury Securities - State and Local Government Series (“SLGS”);
- (c) general obligation bonds of the State, its institutions, agencies, counties, 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
- (d) a defeasance obligation as defined in Section 6-5-10 of the S.C. Code as such as may be amended from time to time.

(c) Such Series 2018A Bond or Series 2018A Bonds shall be defeased as provided in Section 11-14-110 of the S.C. Code as such may be amended from time to time.

SECTION 12. Exemption from State Taxes. Both the principal of and interest on the Series 2018A Bonds 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 Series 2018A Bonds initially issued (the “Initial Series 2018A 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 Series 2018A Bonds shall be made only through DTC and its participants in accordance with rules specified by DTC. Such beneficial ownership must be of \$5,000 principal amount of Series 2018A Bonds of the same maturity or any integral multiple of \$5,000.

The Initial Series 2018A Bonds shall be issued in fully-registered form, one Series 2018A Bond for each of the maturities of the Series 2018A Bonds, in the name of Cede & Co., as the nominee of DTC. When any principal of or interest on the Initial Series 2018A Bonds becomes due, the Paying Agent, on behalf of the County, shall transmit to DTC an amount equal to such installment of principal and interest. DTC shall remit such payments to the beneficial owners of the Series 2018A Bonds or their nominees in accordance with its rules and regulations.

Notices of redemption of the Initial Series 2018A Bonds or any portion thereof shall be sent to DTC in accordance with the provisions of the Ordinance.

If (a) DTC determines not to continue to act as securities depository for the Series 2018A Bonds, or (b) the County has advised DTC of its determination that DTC is incapable of discharging its duties, the County shall attempt to retain another qualified securities depository to replace DTC. Upon receipt by the County the Initial Series 2018A Bonds together with an assignment duly executed by DTC, the County shall

execute and deliver to the successor securities depository Series 2018A Bonds of the same principal amount, interest rate and maturity registered in the name of such successor.

If the County is unable to retain a qualified successor to DTC or the County has determined that it is in its best interest not to continue the book-entry system of transfer or that interests of the beneficial owners of the Series 2018A Bonds might be adversely affected if the book-entry system of transfer is continued (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify beneficial owners of the Series 2018A Bonds by mailing an appropriate notice to DTC, upon receipt by the County of the Initial Series 2018A Bonds together with an assignment duly executed by DTC, the County shall execute, authenticate and deliver to the DTC participants Series 2018A Bonds in fully-registered form, in substantially the form set forth in Section 2 of this Ordinance in the denomination of \$5,000 or any integral multiple thereof.

Notwithstanding the foregoing, at the request of the purchaser, the Series 2018A Bonds will be issued as one single fully-registered bond and not issued through the book-entry system.

SECTION 14. Sale of Series 2018A Bonds, Form of Notice of Sale. The Series 2018A Bonds shall be sold at public sale. A Notice of Sale in substantially the form attached hereto as Exhibit C and incorporated herein by reference shall be distributed to prospective bidders and a summary of such Notice of Sale shall be published in a newspaper having general circulation in the State of South Carolina or in a financial publication published in the City of New York, State of New York, or both, not less than seven (7) days prior to the date set for such sale.

SECTION 15. Preliminary and Final Official Statement. The County Council hereby authorizes and directs the Assistant Administrator to prepare, or cause to be prepared, a Preliminary Official Statement to be distributed to prospective purchasers of the Series 2018A Bonds together with the Notice of Sale. The County Council authorizes the Assistant Administrator to designate the Preliminary Official Statement as “near final” for purposes of Rule 15c2-12 of the Securities Exchange Commission. The Assistant Administrator is further authorized to see to the completion of the final form of the Official Statement upon the sale of the Series 2018A Bonds so that it may be provided to the purchaser of the Series 2018A Bonds.

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 Securities and Exchange Commission Rule 15c2-12 (the “Rule”) the County covenants and agrees for the benefit of the holders from time to time of the Series 2018A Bonds to execute and deliver prior to closing, and to thereafter comply with the terms of a Disclosure Dissemination Agent Agreement in substantially the form appearing as Exhibit D to this Ordinance. In the event of a failure of the County to comply with any of the provisions of the Disclosure Dissemination Agent Agreement, an event of default under this Ordinance shall not be deemed to have occurred. In such event, the sole remedy of any bondholder or beneficial owner shall be an action to compel performance by the Ordinance.

SECTION 18. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2018A Bonds shall be deposited with the Treasurer of the County in a special fund to the credit of the County, separate and distinct from all other funds, and shall be expended from time to time and made use of by the County Council as follows:

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

(b) The balance of the proceeds shall be applied for the purposes set forth in this Ordinance including defraying the costs and expenses of issuing the Series 2018A Bonds.

SECTION 19. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2018A Bonds and this Ordinance, such notice in substantially the form attached hereto as Exhibit E, having been published in *The State*, a newspaper of general circulation in the County, not less than 15 days prior to the date of such public hearing.

SECTION 20. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Series 2018A Bonds for expenditures with respect to the Project (the "Expenditures"). The County anticipates incurring Expenditures with respect to the Project prior to the issuance by the County of the Series 2018A Bonds for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County's general reserve funds or other legally-available funds.

SECTION 21. Tax Covenants. The County hereby covenants and agrees with the Holders of the Series 2018A Bonds that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2018A Bonds to become includable in the gross income of the Bondholders for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder (the "IRC") in effect on the date of original issuance of the Series 2018A Bonds. The County further covenants and agrees with the holders of the Series 2018A Bonds that no use of the proceeds of the Series 2018A Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018A Bonds would have caused the Series 2018A Bonds to be "arbitrage bonds," as defined in Section 148 of the IRC, and to that end the County hereby shall:

(a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2018A Bonds are outstanding;

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

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

SECTION 22. 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 Series 2018A Bonds: Chair of the County Council, Assistant Administrator, Clerk to 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 Bonds. The County Attorney may select co-disclosure counsel to provide services in connection with the issuance of the Bonds. The Assistant Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2018A Bonds are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

Kim W. Roberts, Clerk to Council

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:

FORM OF BOND

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND
 GENERAL OBLIGATION BONDS, SERIES 2018A

No. R-

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>ORIGINAL</u> <u>ISSUE DATE</u>	<u>CUSIP</u>
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REGISTERED HOLDER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

and laws of the State of South Carolina (the "State"), including Article X of the Constitution of the State of South Carolina, 1895, as amended; Title 4, Chapter 15, Code of Laws of South Carolina 1976, as amended; Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____ duly enacted by the County Council on _____, 2018.

[Redemption Provisions]

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, County Council

(SEAL)
ATTEST:

Clerk, County Council

[FORM OF REGISTRAR'S CERTIFICATE OF AUTHENTICATION]

Date of Authentication:

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

_____ as Registrar

By: _____ Authorized Officer

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

TEN COM - As tenants in common

UNIF GIFT MIN. ACT

TEN ENT - As tenants by the entireties

_____ Custodian _____
(Cust.) (Minor)

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

under Uniform Gifts to Minors

(State)

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

[FORM OF ASSIGNMENT]

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

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

Dated:

Signature Guaranteed:

(Authorizing Officer)

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

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

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

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk to Council

FORM OF NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the “County Council”) of Richland County, South Carolina (the “County”), on _____, 2018, enacted Ordinance No. _____-HR entitled “AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED \$8,500,000 GENERAL OBLIGATION BONDS, SERIES 2018A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BONDS; AUTHORIZING THE ASSISTANT ADMINISTRATOR OF THE COUNTY TO DETERMINE CERTAIN MATTERS RELATING TO THE BONDS; PROVIDING FOR THE PAYMENT OF THE BONDS AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO” (the “Ordinance”). The Ordinance authorizes the issuance and approves the sale of not to exceed \$8,500,000 General Obligation Bonds, Series 2018A (the “Series 2018A Bonds”) of the County.

The proceeds of the Series 2018A Bonds will be used to provide funds for: (i) defraying the costs of communications equipment for the Sheriff’s Department (the “Projects”) (ii) paying costs of issuance of the Series 2018A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

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

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

FORM OF NOTICE OF SALE

\$ _____ GENERAL OBLIGATION BONDS, SERIES 2018A
OF RICHLAND COUNTY, SOUTH CAROLINA

Date and Time of Sale: NOTICE IS HEREBY GIVEN that bids for the purchase of all but not part of the above bonds (the “Series 2018A Bonds”) will be received on behalf of Richland County, South Carolina (the “County”) until 11:00 a.m., South Carolina time, on _____, _____, 2018

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.

Series 2018A Bonds: The Series 2018A Bonds will be issued under the DDTC Book-Entry Only System. The Bonds will be dated their date of delivery; will be in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount of Series 2018A Bonds maturing each year; and will mature serially in successive annual installments on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
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As promptly as reasonably practicable after the bids are opened, the County will notify the bidder to whom the Series 2018A Bonds 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 maturities of the Series 2018A Bonds. Such reoffering prices and yields, among other things, will be used by the County to calculate the final aggregate principal amount of the Bonds. It is anticipated that the final aggregate principal amount of the Bonds and the final principal amount for the Bonds 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 Series 2018A Bonds, but the coupon rates 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 Series 2018A Bonds will bear interest from the date thereof payable semiannually on March 1 and September 1 of each year, commencing March 1, 2019, until they mature.

[Redemption Provisions]

Registrar/Paying Agent: U.S. Bank, Minneapolis, Minnesota shall serve as Registrar/Paying Agent for the Bonds.

Bid Requirements: Bidders shall specify the rate or rates of interest per annum which the Series 2018A Bonds are to bear, to be expressed in multiples of 1/20 or 1/8 of 1% and the interest rate specified for any maturity shall not be lower than the interest rate specified for any previous maturity. Bidders are not limited as to the number of rates of interest named, but the rate of interest on each separate maturity must be the same single rate for all Series 2018A Bonds of that maturity from their date to such maturity date. A bid for less than all the Series 2018A Bonds, a bid at a price less than par or a bid which includes a premium in excess of 10% of the par amount of the Series 2018A Bonds will not be considered. In addition to the bid price, the successful bidder must pay accrued interest from the date of the Series 2018A Bonds to the date of full payment of the purchase price.

Basis of Award. The Series 2018A Bonds will be awarded to the responsive bidder who bid results in the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2018A Bonds (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2018A Bonds, results in an amount equal to the price bid for the Series 2018A Bonds. If two or more bids provide for the same lowest TIC, 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 SERIES 2018A BONDS OR A BID FOR LESS THAN PAR WILL BE REJECTED.** The County reserves the right to reject any and all bids or to waive irregularities in any bid. In order to calculate the yield on the Series 2018A Bonds for federal tax law purposes and as a condition precedent to the award of the Series 2018A Bonds, the successful bidder will be required to disclose to the County the price (or yield to maturity) at which the Series 2018A Bonds will be reoffered to the public. The Series 2018A Bonds will be awarded or all bids will be rejected within 24 hours of the sale.

Security: The full faith, credit and taxing power of the County are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2018A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

Good Faith Deposit: No good faith deposit is required.

Official Statement: The County has distributed an Official Statement in connection with the sale of the Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Series 2018A Bonds, 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 Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the Series 2018A Bonds, the winning bidder represents that the sale of the Series 2018A Bonds in states other than South Carolina will be made only under exemptions from registration or, wherever necessary, the winning bidder will register the Series 2018A Bonds in accordance with the securities laws of the state in which Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds 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 Series 2018A Bonds under the constitution and laws of the State and the exemption of the Bonds from federal income taxation, which opinions shall accompany each Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2018A Bonds

Issue Price Certificate: The winning bidder shall assist the County in establishing the issue price of the Series 2018A Bonds 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 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 Bonds) will apply to the initial sale of the Bonds (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 Bonds to the bidder who submits a firm offer to purchase the Bonds 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 Bonds, 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 Bonds as the issue price of the Bonds (the “Hold-the-Offering-Price Rule”). The County shall promptly advise the winning bidder, at or before the time of award of the Bonds, that the Bonds 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 Bonds. Bidders should prepare their bids on the assumption that the Bonds will be subject to the Hold-the-Offering-Price Rule in order to establish the issue price of the Bonds.

By submitting a bid, the winning bidder shall (1) confirm that the underwriters have offered or will offer the Bonds 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 Bonds, that the underwriters will neither offer nor sell unsold Bonds 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 Bonds 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 Bonds 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.

The County acknowledges that, in making the representation set forth above, 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 Bonds 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 Bonds 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 Bonds.

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 Bonds 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 Bonds allotted to it until it is notified by the winning bidder that either the 10% Test has been satisfied as to the Bonds or all Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds or all Bonds 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 Bonds 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 Bonds 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 Bonds 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 Bonds to the public),

- (3) a purchaser of any of the Bonds 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 Bonds are awarded by the County to the winning bidder.

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 Series 2018A Bonds will be delivered on or about _____, 2018, in New York, New York, at the expense of the County. The balance of the purchase price then due must be paid in federal funds or other immediately available funds.

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 Series 2018A Bonds.

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the “Disclosure Agreement”), dated as of _____, 2018, 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 Series 2018A Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Series 2018A 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 Series 2018A Bonds and the 9-digit CUSIP numbers for all Series 2018A Bonds 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 Series 2018A Bonds (including persons holding Series 2018A Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Series 2018A Bonds 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.

“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 Series 2018A Bonds (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 Series 2018 Series 2018A Bonds, as listed on Appendix A.

“Series 2018A Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Trustee” means the institution, if any, identified as such in the document under which the Series 2018A Bonds 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. Eastern time on Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) 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 Annual Financial Information for the most recently completed fiscal year with respect to the Issuer updating the information provided in the Official Statement under the headings: “THE BONDS—Security,” “DEBT STRUCTURE – Outstanding Indebtedness,” and “CERTAIN FISCAL MATTERS – Assessed Value of Taxable Property in the County,” “— Estimated True Value of All Taxable Property in the County,” “— Tax Rates,” ---- Tax Collections for Last Five Years,” and “— Ten Largest Taxpayers.”

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles (“GAAP”) as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with GAAP as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will be provided pursuant to Section 2(d).

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 Series 2018A Bonds 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 Series 2018A Bonds, or other material events affecting the tax status of the Series 2018A Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Series 2018A Bonds, 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 Series 2018A Bonds and the 9-digit CUSIP numbers for the Series 2018A Bonds 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 Series 2018A Bonds upon the legal defeasance, prior redemption or payment in full of all of the Series 2018A Bonds, when the Issuer is no longer an obligated person with respect to the Series 2018A Bonds, 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 Series 2018A Bonds. 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 Series 2018A Bonds or under any other document relating to the Series 2018A Bonds, 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 Series 2018A Bonds 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 Series 2018A Bonds.

(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 Series 2018A Bonds 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 Series 2018A Bonds, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Series 2018A Bonds, 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: _____ County Administrator

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
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CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	CUSIP Number: _____
CUSIP Number: _____	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 Series 2018A Bonds 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:

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 providing for the issuance and sale of General Obligation Bonds of Richland County, South Carolina in the aggregate principal amount of not to exceed \$_____ (the "Series 2018A Bonds"), the proceeds of which will be used to provide funds for: (i) defraying the costs of communications equipment for the Sheriff's Department (the "Projects"); (ii) paying costs of issuance of the Series 2018A Bonds; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The full faith, credit and taxing power of the County will be irrevocably pledged for the payment of the principal of and interest on the Series 2018A Bonds as they respectively mature, and for the creation of such sinking fund as may be necessary therefor. There shall be levied annually by the Auditor of the County, and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, a tax, without limit, on all taxable property in the County sufficient to pay the principal of and interest on the Series 2018A Bonds as they respectively mature and to create such sinking fund as may be necessary therefor.

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 Series 2018A Bonds.

COUNTY COUNCIL OF RICHLAND COUNTY,
SOUTH CAROLINA

Richland County Council Request for Action

Subject:

An Ordinance Authorizing the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Bond, Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the bond; authorizing the Assistant County Administrator to determine certain matters relating to the bond; providing for the payment of the bond and the disposition of the proceeds thereof; and other matters relating thereto

Notes:

First Reading: June 5, 2018

Second Reading: June 19, 2018

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$2,000,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND, SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE ASSISTANT COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO.

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

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

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “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) The County Council has previously determined to establish, operate and maintain a system of fire protection in the unincorporated area of the County and in the incorporated limits of the Town of Forest Acres, the Town of Blythewood, and the Town of Eastover and within the Capital View Fire District and, pursuant to the provisions of Chapter 19 of Title 4 of the S.C. Code (the “Enabling Act”), designated the areas of the County where fire protection service may be furnished by the County under the provisions of the Enabling Act (the “District”);

(c) By virtue of the Enabling Act, County Council is authorized to issue general obligation bonds of the County for the purpose of raising moneys to establish, maintain, and operate a fire protection system as provided by the Enabling Act and to purchase the necessary firefighting equipment and to construct, acquire, and build the necessary fire stations and to acquire sites for such stations;

(d) Section 12 of Article X of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”) prohibits the issuance of general obligation bonds of any county to finance fire protection facilities benefiting only a particular geographic section of a county unless a special assessment, tax or service charge in an amount designed to provide debt service shall be imposed upon the areas or persons receiving the benefit therefrom;

(e) After due investigation, County Council has determined and hereby finds that the levy and collection of an annual ad valorem tax within the District pursuant to this Ordinance will be sufficient to provide for the payment of the principal and interest on the bond to be issued hereunder, and the respective requirements of Article X, Section 12 of the Constitution and Section 4-19-30 of the Enabling Act with respect to the issuance of the bond provided for herein have been met;

(f) Pursuant to Ordinance No. 067-12 dated November 13, 2012, County Council has approved Written Procedure related to Tax-Exempt Debt; and

(g) It is now in the best interest of the County for the County Council to provide for the issuance and sale of a not to exceed \$2,000,000 fire protection service general obligation bond of the County pursuant to the aforesaid provisions of the Constitution and laws of the State of South Carolina (the "State"), the proceeds of which will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus (the "Project"), costs of issuance of the bonds; and such other lawful corporate and public purposes as the County Council shall determine.

SECTION 2. Authorization and Details of Series 2018B Bond. Pursuant to the aforesaid provisions of the Constitution and laws of the State, there is hereby authorized to be issued a not to exceed \$2,000,000 principal amount fire protection service general obligation bond of the County to be designated "\$[Amount Issued] Fire Protection Service General Obligation Bond Series 2018B, of Richland County, South Carolina" (the "Series 2018B Bond") for the purposes stated in Section 1(g) of this Ordinance.

The Series 2018B Bond shall be issued as fully registered Series 2018B Bond; shall be dated as of the date in which the Series 2018B Bond is delivered to the initial purchaser(s) thereof or such other date as designated by the Assistant County Administrator or his/her lawfully authorized designee (the "Assistant Administrator"); shall be numbered R-1; shall bear interest at such times and at such rate as hereafter designated by the Assistant Administrator; and shall mature serially in successive annual installments as determined by the Assistant Administrator or his/her lawfully authorized designee.

Both the principal of and interest on the Series 2018B Bond 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. The Registrar/Paying Agent shall be the Clerk to Council.

SECTION 3. Delegation of Authority to Determine Certain Matters related to the Series 2018B Bond. Without further authorization, the County Council hereby delegates to the Assistant Administrator the authority to: (a) determine the par amount of the Series 2018B Bond; (b) determine the maturity date of the Series 2018B Bond; (c) determine prepayment provisions, if any, for the Series 2018B Bond; (e) the time and date of sale of the Series 2018B Bond; (f) to receive bids on behalf of the County Council; and (g) award the Series 2018B Bond to the bidder whose bid is in the best interest of the County, upon advice from the County's Municipal Advisor and Co-Bond Counsel. After the sale of the Series 2018B Bond, the Assistant Administrator shall submit a written report to County Council setting forth the details of the Series 2018B Bond as set forth in this paragraph.

SECTION 4. Form of Series 2018B Bond. The Series 2018B Bond shall be in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

The Series 2018B Bond 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 to Council under a facsimile of the seal of the County impressed, imprinted or reproduced thereon.

SECTION 5. Notice of Initiative and Referendum. The County Council hereby delegates to its Chair and the Assistant Administrator the authority to determine whether the Notice prescribed under the provisions of Title 11, Chapter 27 of the S.C. Code, relating to the Initiative and Referendum provisions contained in Title 4, Chapter 9 of the S.C. Code, shall be given with respect to this Ordinance, such notice being in the form attached hereto as Exhibit B. The Chair and the Assistant Administrator are authorized to cause such notice to be published in a newspaper of general circulation in the County.

SECTION 6. Sale of Series 2018B Bond, Form of Notice of Sale. The Series 2018B Bond shall be offered for public sale on the date and at the time designated by the Assistant Administrator. An Official Notice of Sale in substantially the form set forth in Exhibit C attached hereto and incorporated herein by reference shall be distributed to prospective bidders and a Summary Notice of Sale shall be published in a newspaper of general circulation in the State of South not less than seven (7) days prior to the date set for such sale.

SECTION 7. Security for Series 2018B Bond. For the payment of the principal of and interest on the Series 2018B Bond, as they respectively mature, the full faith, credit and taxing power of the County are hereby irrevocably pledged, and pursuant to Section 4-19-140 of the S.C. Code and Section 12 of Article X of the Constitution, there shall be levied annually by the County Auditor (the "Auditor") and collected by the County Treasurer (the "Treasurer"), in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the District sufficient to pay the principal of and interest on such Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor. Bonds issued by the County for the District are the primary obligation of the District and only in the event ad valorem taxes levied and collected in the District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary therefor.

The County shall give the Auditor and Treasurer written notice of the delivery of and payment for the Series 2018B Bond and they are hereby directed to levy and collect annually, on all taxable property in the District and the County, if and when necessary, a tax, without limit, sufficient to pay the principal of and interest on the Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor.

SECTION 8. 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, and such Series 2018B Bond shall no longer be deemed to be outstanding hereunder when:

(a) such Series 2018B Bond 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 Series 2018B Bond 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 to be named 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 Series 2018B Bond shall no longer be deemed to be outstanding hereunder, such Series 2018B Bond 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, counties 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 Series 2018B Bond 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 9. Exemption from State Taxes. Both the principal of and interest on the Series 2018B Bond 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 10. 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 11. Deposit and Use of Proceeds. The proceeds derived from the sale of the Series 2018B Bond shall be deposited with the County Treasurer and used for the purposes described herein.

SECTION 12. Tax Covenants. The County hereby covenants and agrees with the Holders of the Series 2018B Bond that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2018B Bond to become includable in the gross income of the Series 2018B bondholder for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, regulations promulgated thereunder (The “IRC”) in effect on the date of original issuance of the Series 2018B Bond. The County further covenants and agrees with the holders of the Series 2018B Bond that no use of the proceeds of the Series 2018B Bond shall be made which, if such use had been reasonably expected on the date of issue of the Series 2018B Bond would have caused the Series 2018B Bond to be “arbitrage bonds,” as defined in Section 148 of the IRC, and to that end the County hereby shall:

- (a) comply with the applicable provisions of Sections 103 and 141 through 150 of the IRC and any regulations promulgated thereunder so long as the Series 2018B Bond is 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 13. Reimbursement of Certain Expenditures. The County Council hereby declares that this Ordinance shall constitute its declaration of official intent pursuant to Treasury Regulation § 1.150-2 to reimburse the County from the proceeds of the Series 2018B Bond for expenditures with respect to the Project (the “Expenditures”). The County anticipates incurring Expenditures with respect to the Projects prior to the issuance by the County of the Series 2018B Bond for such purposes. To be eligible for reimbursement of the Expenditures, the reimbursement allocation must be made not later than 18 months after the later of (a) the date on which the Expenditures were paid, or (b) the date the Project was placed in service, but in no event more than three (3) years after the original Expenditures. The Expenditures are incurred solely to acquire, construct or rehabilitate property having a reasonably expected economic life of at least one (1) year. The source of funds for the Expenditures with respect to the Project will be the County’s general reserve funds or other legally-available funds.

SECTION 14. Notice of Public Hearing. The County Council hereby ratifies and approves the publication of a notice of public hearing regarding the Series 2018B Bond and this Ordinance, such notice in 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 15. 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 16. 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 Series 2018B Bond: Chair of the County Council, Assistant Administrator, Clerk to 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, and Southern Municipal Advisors, Inc., as Municipal Advisor, in connection with the issuance of the Series 2018B Bond. The Assistant Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

All rules, regulations, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the issuance of the Series 2018B Bond is, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its adoption.

[Signature Page to Follow]

Enacted this _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS _____ DAY OF
_____, 2018

Kim W. Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

(FORM OF BOND)

UNITED STATES OF AMERICA
 STATE OF SOUTH CAROLINA
 COUNTY OF RICHLAND
 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND
 SERIES 2018B

R-1 \$ _____

KNOW ALL MEN BY THESE PRESENTS, that Richland County, South Carolina (the “County”), is justly indebted and, for value received, hereby promises to pay to _____ in _____, its successors or registered assigns (the “Purchaser”), the principal sum of _____ Dollars. This Series 2018B Bond bears interest from its date payable on March 1 and September 1, commencing _____ 1, _____, at the rate of _____% per annum (calculated on the basis of a 360-day year of twelve 30-day months). Principal on the Series 2018B Bond will be paid in successive annual installments on March 1 in each of the years and in the principal amounts as follows:

<u>Year</u>	<u>Amount</u>
2019	
2020	

Both the principal of and interest on this Series 2018B Bond are payable at the principal office of the Purchaser in _____, 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.

For the payment hereof, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the Auditor of the County and collected by the Treasurer of the County, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Richland County Fire Protection District (the “Fire Protection District”) sufficient to pay the principal and interest of this Series 2018B Bond as they respectively mature and to create such sinking fund as may be necessary therefor. Series 2018B Bond issued by the County for the Fire Protection District are the primary obligation of the Fire Protection District and only in the event ad valorem taxes levied and collected in the Fire Protection District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary.

This Series 2018B Bond is issued pursuant to and in accordance with Article X, Sections 12 and 14 of the Constitution of the State of South Carolina, 1895, as amended (the “Constitution”) and laws of the State of South Carolina (the “State”), including Title 4, Chapter 19, Code of Laws of South Carolina 1976, as amended and Title 11, Chapter 27 of the Code of Laws of South Carolina 1976, as amended; and Ordinance No. _____-18HR (the “Ordinance”), duly enacted by the County Council.

This Series 2018B Bond shall not be subject to prepayment prior to its maturity.

Under the laws of the State, this Series 2018B Bond and the interest hereon are exempt from all State, County, municipal, school district and all other taxes or assessments, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer 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 and to be performed precedent to or in the issuance of this Series 2018B Bond exist, have happened and have been performed in regular and due time, form and manner as required by law; that the amount of this Series 2018B Bond, together with all other indebtedness of the County does not exceed the applicable limitation of indebtedness under the laws of the State; and that provision has been made for the levy and collection annually upon all taxable property in the County an ad valorem tax, without limitation as to rate or amount, sufficient to pay the principal and interest on this Series 2018B Bond as the same shall respectively mature and to create a sinking fund to aid in the retirement and payment thereof.

IN WITNESS WHEREOF, RICHLAND COUNTY, SOUTH CAROLINA, has caused this Series 2018B Bond to be executed in its name by the manual or facsimile signature of the County Council Chair and attested by the manual or facsimile signature of the Clerk to Council under the seal of the County impressed, imprinted or reproduced hereon and this Series 2018B Bond to be dated the _____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST:

Kim W. Roberts, Clerk to Council

REGISTRATION

This Series 2018B Bond has been registered in the name of _____
in _____, South Carolina, on the registration books kept by the Clerk to Council, Richland County,
South Carolina.

Dated this _____ day of _____, 2018.

Clerk to Council, Richland County, South Carolina

Copies of the final approving opinions to be rendered shall be printed on the back of each Series 2018B Bond and preceding the same a certificate shall appear, which shall be signed on behalf of the County with a facsimile signature of the Clerk to Council. The certificate shall be in substantially the following form:

[FORM OF CERTIFICATE]

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

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Clerk to Council

(FORM OF NOTICE)

NOTICE

NOTICE IS HEREBY GIVEN that the County Council (the "County Council") of Richland County, South Carolina (the "County"), on _____, 2018, enacted Ordinance No. ____-HR entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF A NOT TO EXCEED \$2,000,000 FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND, SERIES 2018B, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION, OF RICHLAND COUNTY, SOUTH CAROLINA,; FIXING THE FORM AND DETAILS OF THE BOND; AUTHORIZING THE ASSISTANT COUNTY ADMINISTRATOR TO DETERMINE CERTAIN MATTERS RELATING TO THE BOND; PROVIDING FOR THE PAYMENT OF THE BOND AND THE DISPOSITION OF THE PROCEEDS THEREOF; AND OTHER MATTERS RELATING THERETO (the "Ordinance"). The Ordinance authorizes the issuance and sale of a not to exceed \$2,000,000 Fire Protection Service General Obligation Series 2018B Bond, Series 2018B (the "Series 2018B Bond") of the County.

The proceeds of the Series 2018B Bond will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

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

FORM OF NOTICE OF SALE

\$ _____ FIRE PROTECTION SERVICE GENERAL OBLIGATION BOND,
 SERIES 2018B
 OF RICHLAND COUNTY, SOUTH CAROLINA

Date and Time of Sale: NOTICE IS HEREBY GIVEN that electronic bids only will be received on behalf of Richland County, South Carolina (the “County”), until 11:00 a.m., South Carolina time, on _____, 2018, for the purchase of a \$ _____ Fire Protection Services District General Obligation Bond, Series 2018B (the “Series 2018B Bond”), of the County.

Bids: Proposals will be accepted by e-mail transmission to Sandra Yudice, Assistant County Administrator at yudice.sandra@richlandcountysc.gov with a copy to the County’s municipal advisor, at smafla@bellsouth.com and to Frannie Heizer, the County’s co-bond counsel at fheizer@mcnair.net. The County shall not be responsible for the confidentiality of bids submitted by e-mail transmission.

Series 2018B Bond: The Series 2018B Bond will be issued in fully registered form; as a single bond and will be dated the date of delivery. Interest on the Series 2018B Bond will be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2019, until the Series 2018B Bond matures. Principal on the bond will be paid annually on March 1 in each of the years and in the principal amounts as shown below:

(March 1) <u>Year</u>	<u>Principal Payment*</u>
2019	
2020	

*Preliminary, subject to adjustment.

Adjustment of Principal Payments. The schedule of principal payments set forth above represents an estimate of the principal payments on the Series 2018B Bond which will be sold. If, after final computation of the bids, the County determines that the principal payments on the Series 2018B Bond should be adjusted in order to maintain structured debt service on all of its outstanding bonds, County reserves the right either to increase or decrease the principal payments on the Series 2018B Bond.

Purpose: The proceeds of the Series 2018B Bond will be used to provide funds for the acquisition of firefighting equipment including but not limited to purchase emergency vehicles, fire apparatus, portable and fixed equipment, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

Redemption Provisions: The Series 2018B Bond will not be subject to redemption prior to its maturity.

Tax Exemption and Other Tax Matters: The Internal Revenue Code of 1986, as amended (the “Code”), includes provisions that relate to tax-exempt obligations, such as the Series 2018B Bond, including, among other things, permitted uses and investment of the proceeds of the Series 2018B Bond and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest on the Series 2018B Bond becoming subject to federal income taxation retroactive to the date of issuance of the Series 2018B Bond. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Series

2018B Bond from gross income for federal tax purposes. Failure of the County to comply with the covenant could cause the interest on the Series 2018B Bond to be taxable retroactively to the date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Series 2018B Bond is not an item for tax preference for purposes of the individual alternative minimum tax.

The purchaser of the Series 2018B Bond should consult its tax advisors with respect to collateral tax consequences of ownership of the Series 2018B Bond, such as the calculation of alternative minimum tax, environmental tax or foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income, or the portion of interest expense of a financial institution which is allocable to tax-exempt interest.

South Carolina Taxation: The interest on the Series 2018B Bond is exempt from all State taxation except estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Series 2018B Bond.

Registrar/Paying Agent: The County will serve as Registrar/Paying Agent for the Series 2018B Bond.

Bid Requirements: Bidders shall specify the rate of interest per annum which the Series 2018B Bond is to bear, to be expressed in multiples of 1/20 or 1/8 of 1. The coupon on the maturity cannot exceed ____%. A BID FOR LESS THAN PAR WILL BE REJECTED.

Award of Bid. The Series 2018B Bond will be awarded to the bidder or bidders offering to purchase the Series 2018B Bond at the lowest true interest cost (TIC) to the County. The TIC will be the nominal interest rate which, when compounded semiannually and used to discount all debt service payments on the Series 2018B Bond (computed at the interest rates specified in the bid and on the basis of a 360-day year of twelve 30-day months) to the dated date of the Series 2018B Bond, results in an amount equal to the price bid for the Series 2018B Bond. In the event of a tie bid, the Series 2018B Bond will be awarded to the bidder whose bid was received first. All bids should include any expenses to be incurred by the proposer which are expected to be paid by the County.

The County reserves the right to reject any and all bids or to waive irregularities in any bid. Bids will be accepted or rejected no later than 4:00 p.m., South Carolina time, on the date of the sale.

Good Faith Deposit: No good faith deposit is required.

Security: For the payment of the Series 2018B Bond, both principal and interest, as they respectively mature and for the creation of such sinking fund as may be necessary therefor, the full faith, credit and taxing power of the County are irrevocably pledged and there shall be levied annually by the County Auditor and collected by the County Treasurer, in the same manner as other County taxes are levied and collected, an ad valorem tax, without limit, on all taxable property in the Richland County Fire Protection District (the "Fire Protection District") sufficient to pay the principal and interest of the Series 2018B Bond. Bonds issued by the County for the Fire Protection District are the primary obligation of the Fire Protection District and only in the event ad valorem taxes levied and collected in the Fire Protection District are insufficient to pay the debt service on the Series 2018B Bond shall the County be required to levy and collect a tax on all taxable property within the County sufficient to pay the principal and interest on the Series 2018B Bond as they mature and to create such sinking fund as may be necessary.

Legal Opinions: The issuance of the Series 2018B Bond 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 Series 2018B Bond under the constitution and laws of the State and the exemption of the Series 2018B Bond from federal income taxation, which opinions shall accompany the Series 2018B Bond, together with the usual closing documents, including a certificate that no litigation is pending affecting the Series 2018B Bond.

Written Confirmation of Lender: The successful purchaser of the Series 2018B Bond will be required to execute a Written Confirmation of Lender in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Miscellaneous: Bidders are requested to indicate their intentions with respect to subsequent sales or transfers of the Series 2018B Bond. Bidders are also requested to indicate whether any commitment fee will be required or whether the County will be requested to reimburse the successful bidder for out-of-pocket expenses and counsel fees.

Delivery: The Series 2018B Bond will be delivered on or about _____, 2018, in Columbia, South Carolina or such other location as agreed upon between the County and the Purchaser, at the expense of the County. The purchase price then due must be paid in federal funds or other immediately available funds.

Additional Information: Persons seeking information should communicate with the County's Municipal Advisor, Teressa Cawley, Southern Municipal Advisors, Inc., telephone (864); e-mail: smafla@bellsouth.net or with the County's Co- Bond Counsel, Francenia B. Heizer, Esquire, McNair Law Firm, P.A., telephone (803) 799-9800, e-mail: fheizer@mcnair.net.

Richland County, South Carolina

FORM OF WRITTEN CONFIRMATION OF LENDER

[Date of Closing]

County Council
Richland County, SC

McNair Law Firm, P.A.
Columbia, South Carolina

Southern Municipal Advisors, Inc.
Piedmont, South Carolina

\$_____ Fire Protection Service General Obligation Bond, Series 2018B,
Richland County, South Carolina

Ladies and Gentlemen:

The undersigned, on behalf of [NAME OF LENDER], as purchaser of the above-referenced Series 2018B Bond (the “Lender”), has agreed to purchase the Series 2018B Bond issued by Richland County, South Carolina (the “County”) in order to finance certain capital projects of the County.

The Lender hereby represents to you that:

- (1) The Series 2018B Bond is non-transferable or restricted to transfer to acquirers similar to Lender.
- (2) The Series 2018B Bond may be transferred through participation or syndication only.
- (3) The financing arrangement between the Lender and the County is represented solely by the Series 2018B Bond, which is a contract between the parties thereto.
- (4) The Series 2018B Bond is not rated by a credit rating agency.
- (5) The Series 2018B Bond is not assigned a CUSIP number.
- (6) Assignment of Lender’s rights under the Series 2018B Bond is subject to the terms and conditions of the Series 2018B Bond.
- (7) There is no agreement facilitating creation of a market for trading, such as a marketing or remarketing agreement or continuing disclosure agreement, with respect to the Series 2018B Bond or any obligations thereunder.
- (8) The terms of the Series 2018B Bond have been negotiated between Lender and the County.

- (9) The obligations of the Lender under the Series 2018B Bond will be those of the Lender, not the securities affiliate of the Lender.
- (10) Lender will treat the transaction contemplated by the Series 2018B Bond as a loan, not a security, for accounting and regulatory purposes.
- (11) Registration is in physical form, in name of the Lender.
- (12) The Lender has sufficient knowledge and experience in financial and business matters, including those involving loans to public bodies, to be able to evaluate the risks and merits of the credit represented by the purchase of the Series 2018B Bond.
- (13) The Lender understands that no official statement, prospectus, offering circular or other comprehensive offering statement containing material information with respect to the County and the Series 2018B Bond is being issued, and that, in due diligence, it has made its own inquiry and analysis with respect to the County, the Series 2018B Bond, and other material factors affecting the security for and payment of the County's obligations under the Series 2018B Bond.
- (14) The Lender acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the County, to which a reasonable lender would attach significance in making credit decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Series 2018B Bond and the security therefor, so that as a reasonable lender, it has been able to make its decision to purchase the Series 2018B Bond.
- (15) The Lender understands that the scope of engagement of McNair Law Firm, P.A., and Ernest W. Cromartie, III, Law Firm, LLC, as Bond Counsel, with respect to the Series 2018B Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Series 2018B Bond.

[LENDER]

(FORM OF NOTICE OF PUBLIC HEARING)

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 _____, 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 providing for the issuance and sale of Fire Protection General Obligation Series 2018B Bond of Richland County, South Carolina (the "Series 2018B Bond") in the aggregate principal amount of not to exceed \$2,000,000, the proceeds of which will be used to provide funds for the acquisition of firefighting equipment including but not limited to self-contained breathing apparatus, costs of issuance of the Series 2018B Bond; and such other lawful corporate and public purposes as the County Council shall determine.

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 Series 2018B Bond.

Richland County Council Request for Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem taxes agreement by and between Richland County, South Carolina and FN America, LLC, a company previously identified as Project Liberty, to provide for payment of a fee-in-lieu of taxes; and other related matters

Notes:

First Reading: February 6, 2018
Second Reading: February 20, 2018
Third Reading: July 10, 2018 {Tentative}
Public Hearing: March 6, 2018

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

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND FN AMERICA, LLC, A COMPANY PREVIOUSLY IDENTIFIED AS PROJECT LIBERTY, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AND OTHER RELATED MATTERS.

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (“FILOT Act”), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina (“South Carolina” or “State”) or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“FILOT Payments”), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County has created a multicounty park with Fairfield County (“Park”);

WHEREAS, FN America, LLC, a limited liability company organized under the laws of the State of Delaware, and a company previously identified as Project Liberty (“Sponsor”), desires to establish or expand certain manufacturing and related facilities in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$10,000,000; and

WHEREAS, at the request of the Sponsor and as an inducement for the Sponsor to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Sponsor, as sponsor, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project will benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or to no charge against its general credit or taxing power;

- (c) The purposes to be accomplished by the Project are proper governmental and public purposes; and
- (d) The benefits of the Project to the public are greater than the costs to the public.

Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.* The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee 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 Fee Agreement and to deliver the Fee Agreement to the Sponsor.

Section 3. *Inclusion within the Park.* The expansion of the Park boundaries to include the Project is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. Pursuant to the terms of the agreement governing the Park (“Park Agreement”), the expansion of the Park’s boundaries and the amendment to the Park Agreement is complete on adoption of this Ordinance by County Council and an approving companion ordinance by the Fairfield County Council.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, 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 Sponsor under this Ordinance and the Fee 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, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: February 6, 2018
Second Reading: February 20, 2018
Public Hearing: July 10, 2018
Third Reading: July 10, 2018

EXHIBIT A
FORM OF FEE AGREEMENT

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

BETWEEN

FN AMERICA, LLC

AND

RICHLAND COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF MARCH 6, 2018

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**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	FN America, LLC	
Project Location	797 Old Clemson Road, Columbia, SC 29229	
Tax Map No.	R25800-07-01	
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	30 years	
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$10,000,000	
<ul style="list-style-type: none"> • Investment Period 	5 years	
<ul style="list-style-type: none"> • Assessment Ratio 	6%	
<ul style="list-style-type: none"> • Millage Rate 	574.6 mills (lowest allowable)	
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	
<ul style="list-style-type: none"> • Claw Back Information 	Terminate and clawback if investment does not reach the Act Minimum Investment Requirement	
Multicounty Park	I-77 Corridor Regional Industrial Park	
Other Information	N/A	

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of March 6, 2018 between Richland County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Richland County Council (“*County Council*”) as the governing body of the County, and FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Liberty (“*Sponsor*”).

WITNESSETH:

(a) Title 12, Chapter 44, (“*Act*”) of the Code of Laws of South Carolina, 1976, as amended (“*Code*”), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax (“*FILOT*”) with respect to Economic Development Property, as defined below;

(b) The Sponsor has committed to locate or expand certain manufacturing and related facilities (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$10,000,000;

(c) By an ordinance enacted on March 6, 2018 County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT as an inducement for the Sponsor to locate or expand its Facility in the County.

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

ARTICLE I DEFINITIONS

Section 1.1. Terms. The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

“*Act*” means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

“*Code*” means the Code of Laws of South Carolina, 1976, as amended.

“*Commencement Date*” means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this

Fee Agreement. For purposes of this Fee Agreement, the parties agree that, to the maximum extent permitted by the Act, the Commencement Date shall be December 31, 2017.

“Contract Minimum Investment Requirement” means a taxable investment in real and personal property at the Project of not less than \$10,000,000.

“County” means Richland County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

“County Council” means the Richland County Council, the governing body of the County.

“Department” means the South Carolina Department of Revenue, or any successor entity thereto.

“Diminution in Value” means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

“Economic Development Property” means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by the Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).

“Equipment” means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

“Event of Default” means any event of default specified in Section 7.1 of this Fee Agreement.

“Fee Agreement” means this Fee-In-Lieu of *Ad Valorem* Taxes Agreement.

“Fee Term” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“FILOT Payments” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“Final Phase” means the Economic Development Property placed in service during the last year of the Investment Period.

“Final Termination Date” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2051, the Final Termination Date is expected to be January 15, 2053, which is the due date of the last FILOT Payment with respect to the Final Phase.

“Improvements” means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

“Investment Period” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be

extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2022.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

“Multicounty Park” means the I-77 Corridor Regional Industrial Park governed by the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, between the County and Fairfield County, South Carolina, as may be amended.

“Phase” means the Economic Development Property placed in service during a particular year of the Investment Period.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

“Phase Termination Date” means, with respect to each Phase, the last day of the property tax year which is the 29th year following the first property tax year in which the Phase is placed in service.

“Project” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County, only to the extent placed in service during the Investment Period.

“Real Property” means real property that the Sponsor uses or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

“Removed Components” means Economic Development Property which the Sponsor, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

“Replacement Property” means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

“Sponsor” means FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware and a company previously identified as Project Liberty, and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“Sponsor Affiliate” means an entity that participates in the investment at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“State” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. *Representations and Warranties of the County.* The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County’s general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a “project” on December 12, 2017 by adopting an Inducement Resolution, as defined in the Act on December 12, 2017.

(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 Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

Section 2.2. *Representations and Warranties of the Sponsor.* The Sponsor represents and warrants as follows:

(a) The Sponsor is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor intends to operate the Project as facilities primarily for manufacturing and related activities and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor’s execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement within the Investment Period.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been an inducement for the Sponsor to locate the Project in the County.

(f) The Sponsor has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

ARTICLE III THE PROJECT

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The parties hereto agree, to the maximum extent permitted by the Act, that the first Phase of the Project was placed in service during the calendar year ending December 31, 2017. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met in the Investment Period, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

Section 3.2 *Leased Property.* To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

Section 3.3. *Filings and Reports.*

(a) On or before January 31 of each year during the term of this Fee Agreement, commencing in January 31, 2019, the Sponsor shall deliver to the Economic Development Director of the County with respect to the Sponsor and all Sponsor Affiliates, if any, the information required by the terms of the County's Resolution dated December 12, 2017, which is attached hereto as Exhibit C, as may be amended by subsequent resolution.

(b) The Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(c) On request by the County Administrator or the Economic Development Director, the Sponsor shall remit to the Economic Development Director records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

ARTICLE IV FILOT PAYMENTS

Section 4.1. FILOT Payments.

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 574.6 mills, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2017.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsor with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

Section 4.2. FILOT Payments on Replacement Property. If the Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

Section 4.3. Removal of Components of the Project. Subject to the other terms and provisions of this Fee Agreement, the Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

Section 4.4. *Damage or Destruction of Economic Development Property.*

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then the Sponsor may terminate this Fee Agreement. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

Section 4.5. *Condemnation.*

(a) *Complete Taking.* If at any time during the Fee Term title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

Section 4.6. *Calculating FILOT Payments on Diminution in Value.* If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a)(i) of this Fee Agreement.

Section 4.7. *Payment of Ad Valorem Taxes.* If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

Section 4.8. Place of FILOT Payments. All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V
RESERVED**

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to achieve the Act Minimum Investment Requirement by the end of the Investment Period, without regard to any extension permitted by this Fee Agreement or the Act, then this Fee Agreement shall immediately terminate and the Sponsor shall make payments as required by the Act.

**ARTICLE VII
DEFAULT**

Section 7.1. Events of Default. The following are “Events of Default” under this Fee Agreement:

(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility made by the Company, a termination, or reduction in force, within a thirty (30) day period resulting in less than one hundred (100) full-time jobs at the Facility, or a complete cessation of production at the Facility that continues for a period of twelve (12) consecutive months;

(d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor 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 Sponsor is diligently pursuing corrective action;

(f) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(g) 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 Sponsor 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 7.2. Remedies on Default.

(a) If an Event of Default by the Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee 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 Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee 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 7.3. 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 Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 7.4. Remedies Not Exclusive. No remedy described in this Fee 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 Fee Agreement or existing at law or in equity or by statute.

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

Section 8.1. Right to Inspect. The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of 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).

Section 8.2. Confidentiality. The County acknowledges that the Sponsor 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 Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee 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 Sponsor 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 Sponsor 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 Sponsor to obtain judicial or other relief from such disclosure requirement.

Section 8.3. Indemnification Covenants.

(a) Except as provided in paragraph (c) below, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) On notice from the Indemnified Party, the Sponsor shall defend the Indemnified Party in any such claim arising as aforesaid or in connection with any action, prosecution or proceeding brought thereon with legal counsel of the Sponsor’s choice, which is acceptable to such Indemnified Party (the approval of which shall not be unreasonably withheld) and the Sponsor shall be entitled to manage and control the defense of or respond to any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Sponsor is not entitled to settle any matter without the consent of that Indemnified Party. An Indemnified Party use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

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

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

Section 8.4. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee 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 under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 8.5. Limitation of Liability. The County is not liable to the Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

Section 8.6. Assignment. The Sponsor may assign this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not unreasonably withhold. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor’s basis in the Economic Development Property for purposes of calculating the FILOT Payments.

Section 8.7. No Double Payment; Future Changes in Legislation. Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor 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 Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor 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.]

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

IF TO THE SPONSOR:

FN America, LLC

Attn: Phyllis Andes
Post Office Box 9424
McLean, Virginia 22102

WITH A COPY TO (does not constitute notice):

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

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
2020 Hampton Street
Columbia, South Carolina 29204

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor. Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsor any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsor.

Section 10.3. Counterparts. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 10.4. Governing Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

Section 10.5. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

Section 10.6. Amendments. This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

Section 10.7. Agreement to Sign Other Documents. From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 10.8. Interpretation; Invalidity; Change in Laws.

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee 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 Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate or expand in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or infrastructure credit to the Sponsor to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

Section 10.9. Force Majeure. The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

Section 10.10. Termination; Termination by Sponsor.

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

Section 10.11. Entire Agreement. This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

Section 10.12. Waiver. Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 10.13. Business Day. If any action, payment, or notice is, by the terms of this Fee 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 Fee Agreement, and no interest will accrue in the interim.

Section 10.14. Agreement's Construction. Each party and its counsel have reviewed this Fee 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 Fee Agreement or any amendments or exhibits to this Fee Agreement.

[Signature pages follow]

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Richland County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Richland County, South Carolina

[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes Agreement]

FN AMERICA, LLC

By: _____
Its: _____

[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]

**EXHIBIT A
PROPERTY DESCRIPTION**

797 OLD CLEMSON ROAD, COLUMBIA, SC 29229

[ADDITIONAL DESCRIPTION DETAILS TO BE ADDED FOLLOWING THIRD READING]

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective March 6, 2018 (“Fee Agreement”), between Richland County, South Carolina (“County”) and FN America, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and a company previously identified as Project Liberty (“Sponsor”).

1. Joinder to Fee Agreement.

[_____], a ____ ____ authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: _____]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following _____]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

2. Capitalized Terms.

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

3. Representations of the Sponsor Affiliate.

The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

4. Governing Law.

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

5. Notice.

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[_____]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

By: _____
Its: _____

IN WITNESS WHEREOF, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 3.3)
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

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 Lorick Place, LLC to assist in the development of a low-income housing project; and other related matters

Notes:

First Reading: June 5, 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 LORICK PLACE, LLC TO ASSIST IN THE DEVELOPMENT OF A LOW-INCOME HOUSING PROJECT; 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(s)”) 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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, Lorick Place, LLC (“Company”) desires to establish a commercial low-income housing complex within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$10,000,000;

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 5.8 acres located at 3800 West Avenue, Columbia, South Carolina, 29203, more particularly described in Exhibit A to the Agreement (as defined below) (“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 are 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 are 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: June 19, 2018
Second Reading: July 10, 2018
Public Hearing: July 10, 2018
Third Reading: []

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

LORICK PLACE, LLC

Effective as of: _____, 2018

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of _____, 2018 (“*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 LORICK PLACE, LLC (“*Company*” together with the County, “*Parties*,” each, a “*Party*”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“*County Council*”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “*Act*”), to (i) develop 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*”); and

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“*Infrastructure Credit(s)*”) 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*”); and

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; and

WHEREAS, the City of Columbia (the “*City*”) formed the Housing Authority of the City of Columbia (the “*Authority*”) by resolution approved April 10, 1934 with the governmental purpose of making safe and affordable housing available to residents of the City and neighboring areas; and

WHEREAS, HUD has designated the Authority a public housing agency (“*PHA*”) under the National Housing Act eligible to participate in certain programs offered by United States Department of Housing and Urban Development (“*HUD*”) to support affordable rental housing; and

WHEREAS, to enable the Authority to become and remain a PHA, the Authority and the City, and the Authority and the County from time to time have entered into Cooperation Agreements (“*HUD Cooperation Agreements*”) under which low rent rental housing projects developed by the Authority with the financial assistance of HUD are exempt from *ad valorem* tax and the Authority pays a fee in lieu of tax to the City and the County equal to 10% of the shelter rents received by the Authority from tenants of such projects, less utility payments; and

WHEREAS, the City previously condemned the West Avenue Apartments, a rental housing facility on an approximately 5.8 acre parcel of land located in the City at 3800 West Avenue , more particularly described on Exhibit A (“*Land*”); and

WHEREAS, the Authority and its affiliate, Columbia Housing Authority Developments, Inc. (“*CHAD*”), a South Carolina non-profit corporation controlled by the Authority, acquired the land and demolished the buildings of the West Avenue Apartments, and

WHEREAS, the Company, with the financial support of the Authority and CHAD, has committed to develop an 87-unit low income rental housing project on the Land to be known as Lorick Place Apartments (“**Project**”), which will consist of a taxable investment in real and personal property of not less than \$10,000,000; and

WHEREAS, the Project will be encumbered by an Agreement as to Restrictive Covenants between the South Carolina State Housing Finance and Development Authority (“**State Housing**”) and the Company (“**Restrictive Covenants**”) pursuant to which the Company will agree that one hundred percent (100%) of the completed dwelling units in the Project will be rented continuously to individuals or families whose total aggregate income at the time of initial occupancy does not exceed 60% of the area median gross income as computed by HUD at rents not in excess of the fair market rent as determined by HUD (“**Low Income Rental Restrictions**”); and

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 South Carolina, 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 Development Commitment (as defined herein); 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.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. Development Commitment. The Company shall invest not less than \$10,000,000 in taxable property to acquire, construct, furnish and equip the Project by the Certification Date (as defined herein) ("**Development Commitment**"). The Company shall certify the completion of the Project by no later than December 31, 2023 ("**Certification Date**"), by providing a certificate of occupancy to the County for each building in the Project which contains dwelling units subject to the Low Income Rental Restrictions. In the event of a default of the Company under the Restrictive Covenants, 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.

(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 ("**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 annual 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. In the event of a default of the Company under the Restrictive Covenants (after the expiration of any notice or remedial period contained thereunder) resulting from the Company's

failure to satisfy the Low Income Rental Restrictions for any calendar year, the Company shall repay the Infrastructure Credits received for such year. The portion of the Infrastructure Credit to be repaid (“*Repayment Amount*”) is based on the percentage of the occupied dwelling units in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of dwelling units in the Project for the prior calendar year, calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Low Income Rental Percentage

Low Income Rental Percentage = Number Of Dwelling Units Which Failed To Satisfy The Low Income Rental Restrictions Divided By The Total Number Of Dwelling Units In The Project For The Prior Calendar Year.

For example, and by way of example only, if the Company had received \$1,000,000 in Infrastructure Credits, the Project contained 87 dwelling units in any year and an event of default under the Restrictive Covenants had occurred due to the failure of the Company to satisfy the Low Income Rental Restrictions for 7 occupied dwelling units in that calendar year, the Repayment Amount would be calculated as follows:

Low Income Rental Percentage = 80 / 87 = 91.95%

Clawback Percentage = 100% - 91.95% = 8.05%

Repayment Amount = \$1,000,000 x 8.05% = \$89,050

All percentages will be rounded to the nearest two decimal places. The Company shall prepare and return the Credit Certificate, attached hereto as Exhibit C (“*Credit Certificate*”), within 60 days of receiving the annual bill certifying that the Company satisfied the Low Income Rental Restrictions or certifying that an event of default occurred under the Restrictive Covenants due to the Company’s failure to satisfy the Low income Rental Restrictions. The Credit Certificate shall calculate and set forth the Repayment Amount for the prior calendar year, if any, and the Company shall remit the Repayment Amount along with the Credit Certificate. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that South Carolina law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of this Agreement.

Section 2.4 Company Option to Terminate Agreement. The Company may terminate this Agreement at any time by delivering written notice of termination to the County at the address provided in Section 4.7. For any tax years after termination of this Agreement, the Project will be taxed as provided under then applicable South Carolina law.

Section 2.5. Termination Upon Receipt of Statutory Exemption. This Agreement shall automatically terminate if the Project is determined to be exempt from *ad valorem* property taxes under South Carolina law.

Section 2.6. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

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 or an event of default under the Restrictive Covenants, in which the Company fails to meet the Low Income Rental Restrictions for a period of 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 this 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 this 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 satisfaction of the Low Income Rental Restrictions; 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. Notwithstanding the preceding sentence, the County preauthorizes and consents to an assignment by the Company of its rights and interest in this Agreement to an Affiliate (defined herein) of the Company so long as the Company provides written consent of the assignment, and the Affiliate agrees in a signed writing delivered to the County to assume all duties and obligations of the Company hereunder. An "**Affiliate**" shall mean any entity that controls, is controlled by, or is under common control with the Company.

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.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County’s obligations under this Agreement, or the administration of its duties under this

Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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with a copy to (does not constitute notice):	Parker Poe Adams & Bernstein LLP Attn: Ray E. Jones 1221 Main Street, Suite 1100 (29201) Post Office Box 1509 Columbia, South Carolina 29202 Phone: 803.255.8000 Fax: 803.255.8017
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if to the Company:	Lorick Place, LLC C/O Columbia Housing Authority 1917 Harden Street Columbia, South Carolina 29204 Attn: Executive Director Phone: 803.254.3886 ext. 211 Email: gwalker@chasc.org
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with a copy to (does not constitute notice):	Haynsworth Sinkler Boyd, P.A. Attn: John Van Duys 1201 Main Street, Suite 2200 (29201) Post Office Box 11889 Columbia, South Carolina 29211-1889 Phone: 803.540.7826 Fax: 803.765.1243
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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 \$7,500. 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 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.

Section 4.18. Changes in Legislation. In the event that South Carolina or Federal legislation, policies, or laws provide tax credits or other incentives to affordable housing developments that are as favorable or more favorable than those set forth in this Agreement, the County may, in its sole discretion, terminate this Credit Agreement.

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

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be 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, Lorick Place, LLC has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

LORICK PLACE, LLC, a South Carolina limited liability company

By: Columbia Housing Authority Developments
– Lorick, LLC, a South Carolina limited liability company, Managing Member

By: Columbia Housing Authority
Developments, Inc., a South Carolina nonprofit corporation, Manager

By: _____
Secretary

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

[INSERT PROPERTY DESCRIPTION]

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

The Infrastructure Credits shall be the amount necessary to reduce the Net Fee Payment to \$9,634.00 per year for 40 years.

EXHIBIT C

FORM OF CREDIT CERTIFICATE

Reference is made to that certain Infrastructure Credit Agreement effective as of January 1, 2018 (“*Credit Agreement*”), by and among Richland County, South Carolina (“*County*”), and Lorick Place, LLC (“*Company*”). Each capitalized term not defined herein has the meaning ascribed thereto in the Credit Agreement. Company shall in each respective tax year, submit this Certification to County.

As set forth in Section 2.2 of the Credit Agreement, County has agreed to provide Infrastructure Credits against Fee Payments made by the Company as part of the Project. Pursuant to Section 2.2 of the Credit Agreement, the Company is entitled to an Infrastructure Credit in an amount necessary to reduce the Net Fee Payment to \$9,634.00 per year for 40 years. Pursuant to Section 2.3 of the Credit Agreement, the Company shall be required to pay the Repayment Amount in the event there is an Event of Default occurring under the Agreement as to Restrictive Covenants for the Project. The Repayment Amount shall be calculated based on the percentage of the dwelling units in the Project which failed to satisfy the Low Income Rental Restrictions divided by the total number of dwelling units in the Project for the prior calendar year.

In accordance with the terms of the Credit Agreement, the undersigned authorized agent of the Company certifies Items 1 through 6 as follows:

1. For tax year [YEAR], the Company hereby certifies that the Project contains _____ units.
2. For tax year [YEAR], the Company hereby certifies that ____ units failed to satisfy the Low Income Rental Restrictions.
3. For tax year [YEAR], the Company received \$_____ in Infrastructure Credits, which is the amount required to reduce the Company’s tax liability \$9,634.00.
4. Pursuant to Section 2.3 of the Credit Agreement, the Repayment Amount shall be calculated as follows:

$$\text{Low Income Rental Percentage} = \frac{\text{_____}}{\text{_____}} = \text{_____}\%$$

$$\text{Clawback Percentage} = 100\% - \text{_____}\% = \text{_____}\%$$

$$\text{Repayment Amount} = \$\text{_____} \times \text{_____}\% = \$\text{_____}$$

5. For tax year [YEAR], the Company is remitting the Repayment Amount equal to \$_____ along with this Credit Certificate.
6. Should the County have a genuine dispute as to the validity or accuracy of the Repayment Amount calculations set forth in this Credit Certificate, the Company agrees to pay County’s costs and fees, including its attorneys’ fees and costs, associated with the certification, calculation, or adjustment of the Credit, in an amount up to \$250 per year.

IN WITNESS WHEREOF, I have executed this Certificate as of _____, 20____.

LORICK PLACE, LLC, a South Carolina limited liability company

By: Columbia Housing Authority Developments – Lorick, LLC, a South Carolina limited liability company, Managing Member

By: Columbia Housing Authority Developments, Inc., a South Carolina nonprofit corporation, Manager

By: _____
Secretary

[Signature page to Credit Certificate]

Richland County Council Request for Action

Subject:

An Ordinance allowing for the temporary waiver of Richland County Administration and Richland County Council review and approval of change orders for work on structures damaged by the storm and flood during the period of October 3 through October 6, 2015

Notes:

First Reading: June 19, 2018

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE ALLOWING FOR THE TEMPORARY WAIVER OF RICHLAND COUNTY ADMINISTRATION AND RICHLAND COUNTY COUNCIL REVIEW AND APPROVAL OF CHANGE ORDERS FOR WORK ON STRUCTURES DAMAGED BY THE STORM AND FLOOD DURING THE PERIOD OF OCTOBER 3 THROUGH OCTOBER 6, 2015.

WHEREAS, the County of Richland has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015; and

WHEREAS, this catastrophic 1,000 year rain event resulted in widespread flooding throughout the County of Richland, causing damage to thousands of structures within the said County; and

WHEREAS, many citizens of Richland County are still in the process of damage control and damage repair; and

WHEREAS, Richland County is the recipient of over \$30 million in Community Development Block Grant- Disaster Recovery (CDBG-DR) funds from HUD, which provides for the replacement of substantially damaged mobile home units and the rehabilitation of single-family stick-built structures damaged during the October 2015 flood; and

WHEREAS, Richland County has received hundreds of applications for the use of these funds and are in various stages of implementing those replacements/repairs, which includes an original estimate for the scope of work; and

WHEREAS, Richland County and its contractor(s) often encounter unforeseen conditions and needs, not originally estimated, while performing the mobile home replacement and/or single family rehab work; and

WHEREAS, Section 2-593 of the Richland County Code of Ordinances requires that the County Administrator shall have the authority to approve change orders in the amount not to exceed 10 percent of the original contract price; and

WHEREAS, Section 2-593 of the Richland County Code of Ordinances stipulates that any change order in excess of \$10,000 shall be reviewed and approved by the county council; and

WHEREAS, the current situation, which was created by the severe storms and resultant flooding during October 3, 2015 and immediately thereafter, has resulted in a unique situation wherein damage to structures require immediate and ongoing response and repair; and

WHEREAS, the County Council has determined that it is in the best interest of its citizens to expedite and assist homeowners and business owners affected by the storm to begin, and continue, repairs and rebuilding.

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:

THIS ORDINANCE APPLIES ONLY FOR THE COUNTY'S REPAIR, WITH THE USE OF CDBG-DR FUNDS, OF STRUCTURES DAMAGED BY THE STORM AND FLOOD DURING THE PERIOD OF OCTOBER 3 THROUGH OCTOBER 6, 2015.

1. The County's staff in the Community Planning and Development Department shall expeditiously review and approve, if appropriate, change orders, verified by County-approved Housing Inspectors, especially those caused by unforeseen site conditions or emergency situations, for up to 10.0% of the cost of the contract. No such change order approval shall exceed the already appropriated amount of funds (i.e. the contingency).
2. All change orders between 10.1- 24.9% of the cost of the contract, verified by County-approved Housing Inspectors, shall require approval of County Administration.
3. All change orders at or exceeding 25% of the costs of the contract, verified by County-approved Housing Inspectors, shall require approval of Richland County Council.

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 Suspended. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby temporarily suspended until **January 1, 2020**.

SECTION IV. Effective Date. This ordinance shall become effective immediately upon adoption and shall remain in effect until **January 1, 2020**, at which time it shall have no further effect.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2018

Kimberly Williams-Roberts
Clerk of Council

First Reading: June 19, 2018
Second Reading:
Public Hearing:
Third Reading:

Richland County Council Request for Action

Subject:

An Ordinance Amending Chapter 17, Motor Vehicles in Traffic; Article II, General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; so as to include Hobart Road

Notes:

June 26, 2018 – The committee recommended Council approving an amendment to the ordinance, Article II. General Traffic and Parking Regulations, Section 17-9 prohibiting through truck traffic on Hobart Road and the Brookhaven neighborhood within Richland County, and to recommend to SCDOT to place a “No Through Truck Traffic Ahead” sign on the road.

First Reading:

Second Reading:

Third Reading:

Public Hearing:



Companion Document – Supplemental information for Through Truck Traffic Prohibited on Hobart Road and Brookhaven Neighborhood

Additional Information Requested by Committee

During its May meeting, the Development & Services (D&S) Committee requested additional information on the subject. Specifically:

1. What is the County’s policy for a “No Through Trucks” designation on County maintained roads?
2. What is the process to close a section of Hobart Road at the railroad crossing?

Item 1 – No Through Trucks

The County does not currently have a policy on this. However, the South Carolina Department of Transportation (SCDOT) does have a draft policy that they currently use. This is attached for your information. There are four primary items that are reviewed when a request is received:

- A field evaluation of the proposed route identifying any potential hazards such as railroad crossings, limited site distances, etc. **(The route along Hobart Road has a railroad crossing.)**
- An evaluation of the roadway lane widths, safety features, and surface conditions. **(After speaking to the Engineer that designed Hobart Road, he stated that it was never intended to be a truck route. The pavement section that was used was a standard residential section (8” base course and 2” of surface course) as well as the lane widths associated with a residential roadway.)**
- An evaluation of intersection geometrics at points of turn along routes. **(There are no known issues here.)**
- An analysis of traffic volumes to identify potential congestion issues or bottlenecks. **(A traffic count was performed several years ago and there were over 1,000 vehicles traveling in a single direction on a single day. That count would be doubled in order to arrive at the actual Average Daily Traffic (ADT) of over 2,000 vehicles per day travelling this residential roadway. By County Standards, this would classify this road as a “Major Collector” with a required pavement section is 8” stone base, 3” intermediate binder course, and 2” asphalt surface course.)**

Item 2 – Closing a section of Hobart Road

To close any road (or road section) in the County Road Maintenance System, the process is as follows (as advised by Assistant County Attorney, Brad Farrar):

"Any interested person, the State (or any of its political subdivisions or agencies) may petition a court of competent jurisdiction to abandon or close any street, road or highway whether opened or not. Prior to

filing the petition, notice of intention to file shall be published once a week for three consecutive weeks in a newspaper published in the county where such street, road or highway is situated. Notice also shall be sent by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change, and posted by the petitioning party along the street, road, or highway, subject to approval of the location of the posting by the governmental entity responsible for maintenance of the street, road, or highway..."

The Court then, pursuant to 57-9-20, "...shall determine (whether) it is to be the best interest of all concerned that such street, road or highway be abandoned or closed, (and) the court shall then determine in whom the title thereto shall be vested and issue an appropriate order."

Staffs such as EMS, Fire Service, School District, and Sheriff's Department will be contacted also to be sure that there are no concerns from their perspectives. Mr. Randy Wells with Richland County / City of Columbia Fire Department stated that there would be little impact on their response time (please see attached email).

Staff Recommendation

The staff recommendation contained in the original briefing document is unchanged. However, staff further recommends that County Council direct staff to develop and implement a Through Truck Traffic Prohibition Policy based on the SCDOT draft standard.

Submitted by: Department of Public Works

Date: June 14, 2018

STEPHEN STALEY

From: Wells, Randy C <cfdrwells@columbiasc.net>
Sent: Monday, June 11, 2018 2:21 PM
To: STEPHEN STALEY; Miranda Spivey; MICHAEL BYRD; Cowan, Chris; cearles@richland2.org; COC Fire Command Staff
Cc: Ismail Ozbek; CHRIS EVERSMANN; Allison Steele; Gary Barton; BRAD FARRAR; LARRY SMITH; ELIZABETH MCLEAN
Subject: RE: [EXTERNAL] RE: Close off section of roadway

The Fire Department does not have any objection to this request.

Multiple access points to areas in our response territories are always of value. This part of the county has experienced exponential growth over the past 10 years with few options to improve infrastructure to accommodate the increased population. Hobart Road (currently a dirt and gravel track) accesses the back of a subdivision that is part of a larger cluster of neighborhoods that can only be accessed via Longtown Road (north from Rimer Pond Rd and south from Killian Road).

Closing Hobart Road will not affect 98% of our responses into that community cluster: our companies' primary running routes use Longtown Road from the north and south. It will, however, directly affect general vehicle congestion around the Longtown Rd/Killian Rd and Rimer Pond Rd/HWY 21 intersections because Hobart Road is used as a more convenient cut through for many commuters.

If Hobart Road is indeed closed off (which is probably safer for citizens since it crosses two train tracks without crossing guards) we will communicate this with our members and there should be little affect to our responses in that area.

Respectfully,



We Are Columbia

Randy C. Wells, EFO, CFO, CEMSO
Assistant Chief of Operations
Fire Department

1800 Laurel Street, Columbia, SC 29201

Phone: 803-545-3702
Cell: 803-240-4326
Fax: 803-733-8311

ColumbiaSC.net

From: STEPHEN STALEY [mailto:STALEY.STEPHEN@richlandcountysc.gov]
Sent: Monday, June 11, 2018 11:37 AM
To: Miranda Spivey; MICHAEL BYRD; Cowan, Chris; cearles@richland2.org; COC Fire Command Staff
Cc: Ismail Ozbek; CHRIS EVERSMANN; Allison Steele; Gary Barton; BRAD FARRAR; LARRY SMITH; ELIZABETH MCLEAN
Subject: [EXTERNAL] RE: Close off section of roadway

CAUTION: This email originated outside of the organization. Do not click links or open attachments from unknown senders or suspicious emails. Never enter a username or password on a site that you did not knowingly access.

Thank you Miranda.

To date we have not heard of any objections to this request. Mr. Byrd did recall something about Hobart Road but could not find any information but believed Brad Farrar may have some information and copied him on the email. However, as you may know, Brad is on military leave until August 9th. I have also copied Larry Smith and Elizabeth Mclean in case they have some information.

Thank you for your assistance!

Stephen S. Staley, P.E.

County Engineer
Richland County Government
Department of Public Works
Engineering Division
Staley.Stephen@richlandcountysc.gov

P 803-576-2479
400 Powell Rd.
Columbia, SC 29203
RCGOV.US

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From: Miranda Spivey

Sent: Wednesday, June 06, 2018 11:08 AM

To: STEPHEN STALEY; MICHAEL BYRD; Cowan, Chris; cearles@richland2.org; COC Fire Command Staff

Cc: Ismail Ozbek; CHRIS EVERSMANN; Allison Steele; Gary Barton

Subject: RE: Close off section of roadway

Importance: High

Good Morning Stephen,

The Fire Marshal's Office does not have any issue, provided there are two remote points of emergency ingress/egress remaining for the subdivisions impacted.

This email has been forwarded, by way of this email, to our public safety partners for additional input.

Thanks

MELONDY "MIRANDA" SPIVEY, CFI-1, CFPE, CBCLI

Division Manager

P 803-576-3405 M 803-518-5077



From: STEPHEN STALEY
Sent: Wednesday, June 06, 2018 10:41 AM
To: Miranda Spivey
Cc: Ismail Ozbek; CHRIS EVERSMANN; Allison Steele; Gary Barton
Subject: Close off section of roadway

Miranda-

Good morning. Hope you have been doing well!

I wanted to ask if you could find out if any of the essential departments (Fire, EMS, Sheriff, School District, etc.) would take issue with us permanently closing a section of Hobart Road that crosses the Norfolk Southern Rail as shown on the attached sketch. The Hobart Road would then end on both sides of the rail and there would be no thru traffic.

Thank you for your assistance!

Have a good day.

Stephen S. Staley, P.E.

County Engineer
Richland County Government
Department of Public Works
Engineering Division
Staley.Stephen@richlandcountysc.gov

P 803-576-2479



400 Powell Rd.
Columbia, SC 29203
rcgov.us

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South Carolina Department of Transportation
Traffic Engineering Guidelines

NUMBER: TG-XX

SUBJECT: Requests for Truck Routes and Truck Prohibitions

BACKGROUND: The Department frequently receives requests from local governments to prohibit trucks on particular routes or to designate a truck route in a particular area. While there is guidance on Truck Prohibition signing available in the Supplement to the MUTCD, no official guidance has been in place regarding how to evaluate and process requests for truck routes and truck prohibitions. This guideline outlines the process for evaluating such requests.

GUIDELINES: The process for requesting and implementing truck routes and truck prohibitions is as follows:

1. A local government shall submit a request identifying the section or sections of roadway where they plan to restrict through truck traffic (local truck traffic and deliveries must still be allowed) and shall also propose truck routing to bypass the restricted area. If a truck route is recommended without any through-truck restrictions, the truck routing will only serve as a suggested route and cannot be enforced.
2. These requests will be evaluated at the District level with Headquarters Traffic Engineering providing assistance upon request. District staff should review and evaluate the requested truck routing to determine the feasibility of the route as well as to identify any issues associated with the requested prohibitions.

At a minimum, the review should consist of the following:

- A field evaluation of the proposed truck route to identify any potential hazards (railroad crossings, limited sight distances, etc.)
 - An evaluation of the roadway lane widths, safety features and surface conditions
 - An evaluation of intersection geometrics at points of turn along the route
 - An analysis of traffic volumes to identify potential congestion issues or bottlenecks
3. The review should identify necessary roadway improvements that will be required along the proposed route. It will be the responsibility of the requesting local governmental entity to identify

funding for any necessary improvements. If improvements cannot be made and no suitable alternate routing exists, truck prohibitions should not be approved.

4. Truck prohibitions may only be implemented if suitable alternate routes exist where trucks can make the necessary turning maneuvers and not experience any known truck-related issues on the route.
5. The truck route should not be located adjacent to a primary or secondary school where it would interfere with school traffic or utilize a solely residential roadway.
6. The truck route should not be overly burdensome on the trucking industry. For example, a 10 mile truck route should not be implemented to bypass a 1 mile or shorter prohibition.
7. If the review reveals that the proposed routing or prohibitions are feasible, SCDOT will request that the local government pass an ordinance for the prohibition of the through truck traffic on the specified segment of roadway. The ordinance should give a legal description to the prohibitions and provide identification local government that will be responsible for enforcement of the restriction. This ordinance should also include or reference a description of the type of trucks prohibited which is typically a vehicle with greater than 6 wheels. This description permits small delivery trucks such as UPS/FedEx to operate without restriction and would not create issues with residents that drive dually pickup trucks.
8. Once SCDOT is notified that the ordinance has been passed, SCDOT will proceed with installing the truck routing and truck prohibition signing in accordance with the MUTCD (latest edition) and the SCDOT Supplement to the MUTCD. If any of the prohibited roads/streets not on the state highway system, the local government will be responsible for providing and erecting approved prohibition signs on those facilities.

Approved:

Director of Traffic Engineering

Date



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

**May 22, 2018 Development & Services Committee
Briefing Document – Through Truck Prohibited on Hobart Road and the Brookhaven
Neighborhood**

Agenda Item

County Council is requested to approve an amendment to the ordinance, Article II. General Traffic and Parking Regulations, Section 17-9 prohibiting through truck traffic on the County portion of Hobart Road from its intersection with the State portion of Hobart Road to its intersection with Longtown Road West within Richland County.

The amendment will read as follows:

“(11) All through truck traffic is prohibited on the County portion of Hobart Road and within the Brookhaven neighborhood in Richland County.”

Background

The County portion of Hobart Road serves as one of the main roads through the Brookhaven neighborhood. It is a two-lane residential road that, over the years, has become a major cut-through road for traffic traveling from Farrow Rd. to Longtown Road. This cut-through traffic includes a large volume of heavy truck traffic, such as semis, concrete trucks, and delivery trucks that has contributed to the deterioration of the road and has turned a quiet community road into a loud, busy connector that it was not designed or intended to be. There are other routes that these trucks can use to avoid Hobart Road.

Since mid-2017, Public Works has received service requests from citizens to have this road closed to this truck traffic because of the reasons mentioned above.

As shown on the attached map exhibit, there is a State (SCDOT) portion as well as a County portion of Hobart Road. A preliminary request to close of the State portion of Hobart Road to through truck traffic has been made to the SCDOT Richland Maintenance Staff. While this closure would be desirable, it should not hold up action by RC Council. Also attached is an image of a large truck traversing this residential neighborhood.

Because of its brevity, Section 17-9 in its entirety follows:

Sec. 17-9. Through truck traffic prohibited.

- (a) All through truck traffic is prohibited on the following roads in Richland County, South Carolina:
- (1) Sparkleberry Lane;

- (2) Congress Road between Leesburg Road and Garners Ferry Road;
- (3) Bynum Road;
- (4) Summit Parkway;
- (5) Valhalla Drive;
- (6) Olympia Avenue between Heyward Street and Bluff Road;
- (7) Bakersfield Road between Dutch Square Boulevard and Morninghill Drive;
- (8) N. Donar Drive;
- (9) Prima Drive; and
- (10) Longreen Parkway.

(b) For the purpose of this section, the following definitions shall apply:

(1) Truck means: a) every motor vehicle designed and used primarily for drawing other vehicles, and not so constructed as to carry a load other than a part of the weight of the vehicle and the load so drawn; b) every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by another vehicle; and/or c) every vehicle having more than two (2) axles, with or without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no part of its weight rests upon the towing vehicle.

(2) Through truck traffic means truck traffic moving from the beginning point of the road to the ending point of the road without stopping.

(Ord. No. 016-96HR, § I, 1-2-96; Ord. No. 061-01HR, § I, 9-4-01; Ord. No. 002-02HR, § I, 1-8-02; Ord. No. 001-06HR, § I, 1-3-06; Ord. No. 031-07HR, § I, 4-3-07; Ord. No. 058-10HR, § I, 9-21-10; Ord. No. 058-14HR, § I, 11-18-14)

Issues

There are several residential roads with a through truck traffic prohibition; emergency response vehicles on a mission are not considered through traffic and are not affected by this action.

Fiscal Impact

The financial impact will be minimal and limited to the installation of appropriate signage which will be paid for from the Roads and Drainage Maintenance (RDM) Division operating budget. No additional funding will be required.

Past Legislative Actions

None

Alternatives

1. Approve an amendment to the ordinance, Article II. General Traffic and Parking Regulations, Section 17-9 prohibiting through truck traffic on Hobart Road and the Brookhaven neighborhood within Richland County.

Or,

2. Do not approve the amendment to the ordinance and allow truck traffic to continue to use Hobart Road through the Brookhaven neighborhood.

Staff Recommendation

It is recommended that County Council approve an amendment to the ordinance, Article II. General Traffic and Parking Regulations, Section 17-9 prohibiting through truck traffic on Hobart Road and the Brookhaven within Richland County.

Submitted by: Department of Public Works

Date: May 7, 2018





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

AN ORDINANCE AMENDING CHAPTER 17, MOTOR VEHICLES IN TRAFFIC; ARTICLE II, GENERAL TRAFFIC AND PARKING REGULATIONS; SECTION 17-9, THROUGH TRUCK TRAFFIC PROHIBITED; SO AS TO INCLUDE HOBART ROAD.

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 THE COUNTY COUNCIL FOR RICHLAND COUNTY:

SECTION I. The Richland County Code of Ordinances; Chapter 17, Motor Vehicles and Traffic; Article II. General Traffic and Parking Regulations; Section 17-9, Through Truck Traffic Prohibited; Subsection (a); is hereby amended to read as follows:

Section 17-9. Through truck traffic prohibited.

(a) All through truck traffic is prohibited on the following roads in Richland County, South Carolina:

- (1) Sparkleberry Lane;
- (2) Congress Road between Leesburg Road and Garners Ferry Road;
- (3) Bynum Road;
- (4) Summit Parkway;
- (5) Valhalla Drive;
- (6) Olympia Avenue between Heyward Street and Bluff Road;
- (7) Bakersfield Road between Dutch Square Boulevard and Morninghill Drive;
- (8) N. Donar Drive;
- (9) Prima Drive; -
- (10) Longreen Parkway; and
- (11) **Hobart Road.**

SECTION II. Severability. If any section, subsection, or clause of this Ordinance shall be held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such finding shall not affect the validity of the remaining sections, subsections, and clauses of this Ordinance.

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

SECTION IV. Effective Date. This Ordinance shall be enforced from and after _____, 2018.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST this the _____ day of
_____, 2018

Kimberly Williams – Roberts
Clerk of Council

RICHLAND COUNTY ATTORNEY’S OFFICE

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

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

Richland County Council Request for Action

Subject:

Review Section II(i)(2)(4) of County Ordinance 043-14HR, "If twenty-five (25%) percent or more of all property owners decline said road paving, then the subject road shall not be paved". This seems to go against the way most items are done in our country, by majority, so why shouldn't a majority also decide if a road should be paved or not?

Notes:

June 26, 2019 – The committee forwarded this item to Council without a recommendation.



**Development and Services Committee Meeting
Briefing Document**

Agenda Item

Review of Section II(i)(2)(4) of County Ordinance 043-14HR

Background

During the June 5, 2018 Council meeting, Vice-Chairman Malinowski brought forth the following motion:

“Review Section II(i)(2)(4) of County Ordinance 043-14HR, "If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved". This seems to go against the way most items are done in our country, by majority, so why shouldn't a majority also decide if a road should be paved or not?"

Subsequently, this motion was forwarded to the Development and Service Committee for its consideration.

A copy of the referenced ordinance is attached.

Issue(s)

This issue is if the percentage of homeowners prescribed by the Ordinance related to whether or not a road should be paved is the percentage desired by County Council.

Fiscal Impact

None.

Alternatives

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed accordingly.

Staff Recommendation

The intent of staff is to implement the Ordinances approved by County Council. Staff does not have a recommendation with regards to this matter.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. 043-14HR

AN ORDINANCE AMENDING THE RICHLAND COUNTY CODE OF ORDINANCES, CHAPTER 21, ROADS, HIGHWAYS AND BRIDGES; SECTION 21-20, ROAD PAVING PROGRAM; SO AS TO ADD THE TRANSPORTATION DIRECTOR AND AMEND OTHER LANGUAGE THEREIN.

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

SECTION I. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-3, Definitions; is hereby amended to add the following definition as subsection (k) and all remaining subsections shall be re-lettered in appropriate chronological order:

(k) *Through road.* A road that connects two different paved roads.

SECTION II. The Richland County Code of Ordinances; Chapter 21, Roads, Highways and Bridges; Section 21-20, Road paving program; is hereby amended to read as follows:

Sec. 21-20. Road paving program.

(a) Road construction and paving projects administered by the county and funded from public funds shall be accomplished in accordance with a consistent, systematic program established and administered by the Director of Transportation, in conjunction with and with the support of the Director of Public Works, or his/her designee. Such program shall have the following basic characteristics:

- (1) Only county maintained roads with recorded Easement and Right-of-Way Deeds will be paved utilizing public funds,
- (2) All county maintained dirt roads are eligible for paving, and
- (3) Paving will be accomplished in priority order at a rate permitted by availability of funding.

(b) The county engineer, or his/her designee, will acquire and maintain the following data on all roads proposed for paving:

- (1) Name;
- (2) County road number;
- (3) Map location code;
- (4) Beginning and ending points;
- (5) Length in miles and hundredths of a mile; and
- (6) Council district.

(c) In addition, the following data pertaining to the roads priority for paving will be obtained and recorded for each road:

- (1) Number of homes accessed from the road;
- (2) Number of businesses accessed from the road;

RICHLAND COUNTY
2014 OCT 23 AM 10:08
CLERK OF COURTS

- (3) Number of churches accessed from the road;
- (4) Maintenance difficulty factor; and
- (5) "Through road" factor.

For the purpose of determining the number of homes, business and churches accessed from a road, only those on parcels with no existing paved road frontage will be counted except when the distance from the paved road to the building exceeds 1,320 feet.

(d) Roads will be prioritized in accordance with the following procedure:

A road's priority for paving will be established by the lowest cost per occupant, church, or business. Lowest cost per occupant (P) is calculated by the formula:

$$P = \frac{\text{Cost}}{H+B+C+T} \quad \text{Where:}$$

H = Number of points accredited for homes.

One point is accredited for each home accessed from the road. This will include mobile homes as well as permanent homes. It should be noted that the number of homes on a road is an indicator of the number of people using it as well as the importance of the road as a possible school bus route.

B = Number of points accredited for businesses.

Two points are accredited for each business accessed from the road. To be eligible for these points, a business must occupy a building separate from any residence and rely on the road for either customer traffic or routine use by company vehicles.

C = Number of points accredited for churches.

Two points are accredited for each church accessed from the road.

T = Through road factor. If the road is a through road, two points are accredited to T. If the road is not a through road, zero points are accredited to T.

L = Length of the road in miles and hundredths.

Cost = Estimated Cost (\$800,000 per mile x L).

(e) A road's paving may be given top priority provided that all costs incurred by the county to pave it are paid by its adjacent property owners. Such costs may be included as an assessment on the tax bill of the property owners, to be paid over no more than a fifteen (15) year period with an interest charge equal to that paid by the county for bonds issued to fund construction. The county council may elect to have the total costs, plus interest, of the improvements allocated between the property owners either by a front footage assessment ratio, or by each lot being assessed an equal share of the costs and interest. Establishment of this assessment shall require approval of eighty percent (80%) of the property owners.

(f) Highways, streets or roads constructed or paved under the county's jurisdiction and maintained by the county shall meet the design and construction standards contained in section 21-6, above.

(g) The Director of Transportation or his/her designee, in conjunction with and with the support of the county engineer, or his/her designee, shall establish

appropriate alternate design and construction standards for low volume rural roads as a means of ensuring maximum cost effectiveness of road paving funds.

(h) Road paving funds will be distributed by county council district based on that district's portion of total county dirt road mileage. Pro rata fund distribution will be calculated as follows:

District dirt road paving funds =

$$\text{Total dirt road paving funds} \times \frac{\text{district dirt road mileage}}{\text{Total dirt road mileage}}$$

Mileage refers to dirt road mileage in the county road maintenance system (i.e. public dirt roads that are routinely maintained by county public works forces). Roads will be selected for paving based on distribution/availability of funds and priority within that council district, as determined by the uniform road rating system contained in this section.

(i) The Alternative Maintenance Paving Program shall consist of two categories, Pave-In-Place and Alternative Surface Treatment, which are defined as follows:

- (1) The Pave-In-Place Program shall allow for the placement of hot mix asphalt on low volume/light duty dirt roads that meet the following criteria:
 - a) The road must be within a publicly dedicated right-of-way of a minimum width of 50 feet. A right-of-way width of no less than 30 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
 - b) The road base may be reinforced by the use of Portland cement stabilization of the in-place materials or other stabilization products determined by the Director of Public Works to be equal or better.
 - c) The road to be improved shall not interconnect existing streets or serve developable vacant land that would result in the potential of exceeding 400 vehicles per day. The road shall not serve existing businesses or vacant land zoned for business uses that would generate traffic exceeding 400 vehicles per day or truck traffic exceeding 24 vehicles per day.
 - d) Roads improved under this section may conform to AASHTO Guidelines for Geometric Design of Very Low-Volume Local Roads (2001) for horizontal and vertical alignment if determined by the Director of Public Works to be appropriate for the local situation.
 - e) Roadway bases reinforced by the above method shall be overlaid with 1½ inches of hot mix asphalt surface course. The paved surface width shall be no less than 22 feet. A pavement width of no less than 18 feet may be considered if in the judgment of the Director of Public Works a safe roadway with adequate drainage may be constructed.
- (2) Alternative Surface Treatment allows for the placement of materials other than asphalt as the travel surface for road ways. Types of Alternative Surface Treatment may include:
 - a) Triple Treatment Surface Course;

- b) Rubberized Asphalt;
 - c) Milled Asphalt.
- (3) Roads in the Alternative Maintenance Paving Program may be improved by geographical location in lieu of the priority list referenced in the aforementioned section of this ordinance to reduce mobilization cost. The decision shall be at the discretion of the Director of Transportation.
- (4) In order to incorporate community input before roads are paved, notice shall be sent by the Department of Transportation, or its designee, by mail requiring a return receipt to the last known address of all abutting property owners whose property would be affected by any such change. Each such owner shall have thirty (30) days to respond. If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved.

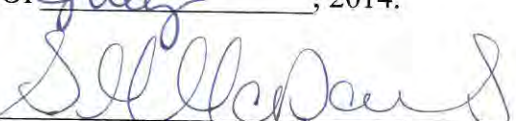
SECTION III. Severability. If any section, subsection, or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.


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

SECTION V. Effective Date. This ordinance shall be enforced from and after July 29, 2014.

RICHLAND COUNTY COUNCIL

BY: 
Norman Jackson, Chairperson

ATTEST THIS THE 30 DAY
OF July, 2014.

S Monique McDaniels
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

First Reading: June 17, 2014
Second Reading: July 1, 2014
Public Hearing: July 29, 2014
Third Reading: July 29, 2014

Richland County Council Request for Action

Subject:

Implementation of the proposed Bulk Item Collection Procedure

Notes:

June 26, 2018 – The committee forwarded this item to Council without a recommendation.



**Development & Services Committee Meeting
Briefing Document – Implement the proposed Bulk Item Collection Procedure**

Agenda Item

Implementation of the proposed Bulk Item Collection Procedure.

Background

Bulk items are large or bulky items are too large to fit into roll carts and cannot be collected with the regular garbage collection. Examples of bulk items are furniture, appliances, mattresses, swing sets, bikes, and mowers. Currently bulk items are collected by appointment only. Residents are required to call the County Ombudsman to schedule the pickup.

Issues

Bulk items make up the majority of telephone requests received by the Ombudsman’s Office and the Solid Waste & Recycling Division regarding solid waste issues. During some months, the requests for bulk item pickup has reached over 900 calls. In an effort to make the collection of bulk items more customer friendly and reduce the number of calls being handled by the Ombudsman’s Office, staff has develop an easier way for residents to dispose of bulk items.

The following bulk item collection procedure is being proposed:

- Haulers will collect bulk items from the curbside every other week on the same day as yard waste collection, alternating with recycling week;
- The number of bulk items collected shall be limited to four (4) items each collection day; and,
- The items must be able to be handled and lifted by human power.

The list of bulk items will be expanded to include small amounts of remodeling debris, certain electronic waste, and rugs. A copy of the proposed procedure and expanded list of items is attached.

The language in the collection contracts addressing bulk item collection will be amended to read:

“Bulk items shall be collected once every two weeks on a schedule approved by the COR for residents and approved small businesses and shall be performed as follows:

- No more than four (4) bulk items shall be collected each collection day from a location eligible for curbside service.
- Bulk items placed adjacent to the curb no later than 7:00 a.m. on the bulk item collection day shall be collected.
- Large appliances such as refrigerators and freezers shall be collected only if doors have been removed by the citizen prior to placement at the curb by the citizen;

- Bulk items include but are not limited to, in-door and out-door furniture, large appliances, mattresses, box springs, and playground equipment if disassembled.
- All residential bulk items shall be transported to the County designated disposal or recycling facility at no charge to the Contractor.”

Fiscal Impact

The proposed procedure can be accomplished through existing hauler contracts at no additional charge to the County.

Past Legislative Actions

None

Alternatives

1. Approve the proposed Bulk Item Collection procedure and associated contract amendment.

Or,

2. Do not approve the proposed Bulk Item Collection procedure and associated contract amendment.

Staff Recommendation

Staff recommends approval of the proposed bulk item collection procedure, amending the existing hauler contracts to reflect the new bulk item collection procedure.

BULK ITEM COLLECTION

June 6, 2018

Appointments for bulk item collection will no longer be required after _____, 2018. Bulk items will be collected at the curb every other week on the same day that the yard waste is collected. Beginning _____ 2018, the bulk item collection week will alternate with recycling collection week.

In order to be collected, bulk items must be placed by the curb no later than 7am on the yard waste collection day during the week of bulk item collection. The number of bulk items placed on the curb shall be limited to four (4) items at a time. The items must be able to be handled and lifted by human power. Residents must ensure that only items to be collected are placed within five (5) feet of the curb and off the traveled roadway on bulk item collection day.

Bulk items include:

Brown Goods (furniture such as chairs, sofas, tables, mattresses, box springs)
Patio furniture
Push mowers (gas and oil removed)
Bicycles
White goods (refrigerators, stoves, washers, dryers, dishwashers, water heaters)
Metal grills
Swing sets (disassembled)
Single form plastic pools
Interior remodeling debris (containerized, no more than 40 lbs. or three 39 gallon bags)
Rugs (small throw rugs, no larger than 4'x6')

Excluded:

Gym equipment
Pianos
Organs
Pool tables
Electronic devices such as computers, monitors, printers, and televisions
Fencing
Dog houses
55-gallon drums
Tires
Gas engines
Car parts
Propane tanks
Carpet

Richland County Council Request for Action

Subject:

Property donation offer, TMS# R17400-03-23

Notes:

June 26, 2018 – The committee recommended Council decline the offer to accept the property.



**Development & Services Committee Meeting
Briefing Document – Property Donation Offer, TMS# R17400-03-23**

Agenda Item

Property donation offer, TMS# R17400-03-23

Background

During the May 15, 2018 Richland County Council Meeting, Mr Harold Williams requested County Council to accept a donation of property TMS# R17400-03-23. The request was referred to the Development & Services (D&S) Committee for review and consideration. Staff conducted research on the property to determine the impacts to the County if the property was accepted into its ownership. A GIS exhibit is attached for information and review.

Issues

The property, known on Richland County GIS as “E/S Killian Commons Pwky,” is located off Killian Commons Parkway in Northeast Richland County (County Council District 7). The legal description for the property is a “detention pond.” According to development records the pond was permitted in 2005 as a regional detention pond to serve the drainage needs for the various commercial properties along Killian Commons Parkway. Richland County Assessor Data shows the original property owner was Northeast Land Properties, LLC. The property was sold to Harold Williams on March 19, 2018.

Site inspection by Public Works staff confirms the property is a detention pond that has not been maintained. The vegetation in the pond is overgrown, and the pond is holding water. According to the latest Firm Panel the property is not located in a special flood hazard area.

Richland County practice has been to not accept stormwater retention or detention facilities into the County Drainage Maintenance System.

Finally, in addition to Department of Public Works staff review of this matter, the County’s Planning, Legal, Facilities, and Risk Management staffs have been consulted.

Fiscal Impact

The County would incur the costs associated with bringing the pond up to design standards in order to help it function and incur the yearly maintenance costs to clean and cut back vegetation. Also, there is liability associated with the acceptance of any pond.

Past Legislative Actions

May 15, 2018 – County Council referred Mr Williams’ request to the D&S committee for review.

Alternatives

1. Accept donation of the regional commercial detention pond and provide perpetual maintenance.

Or,

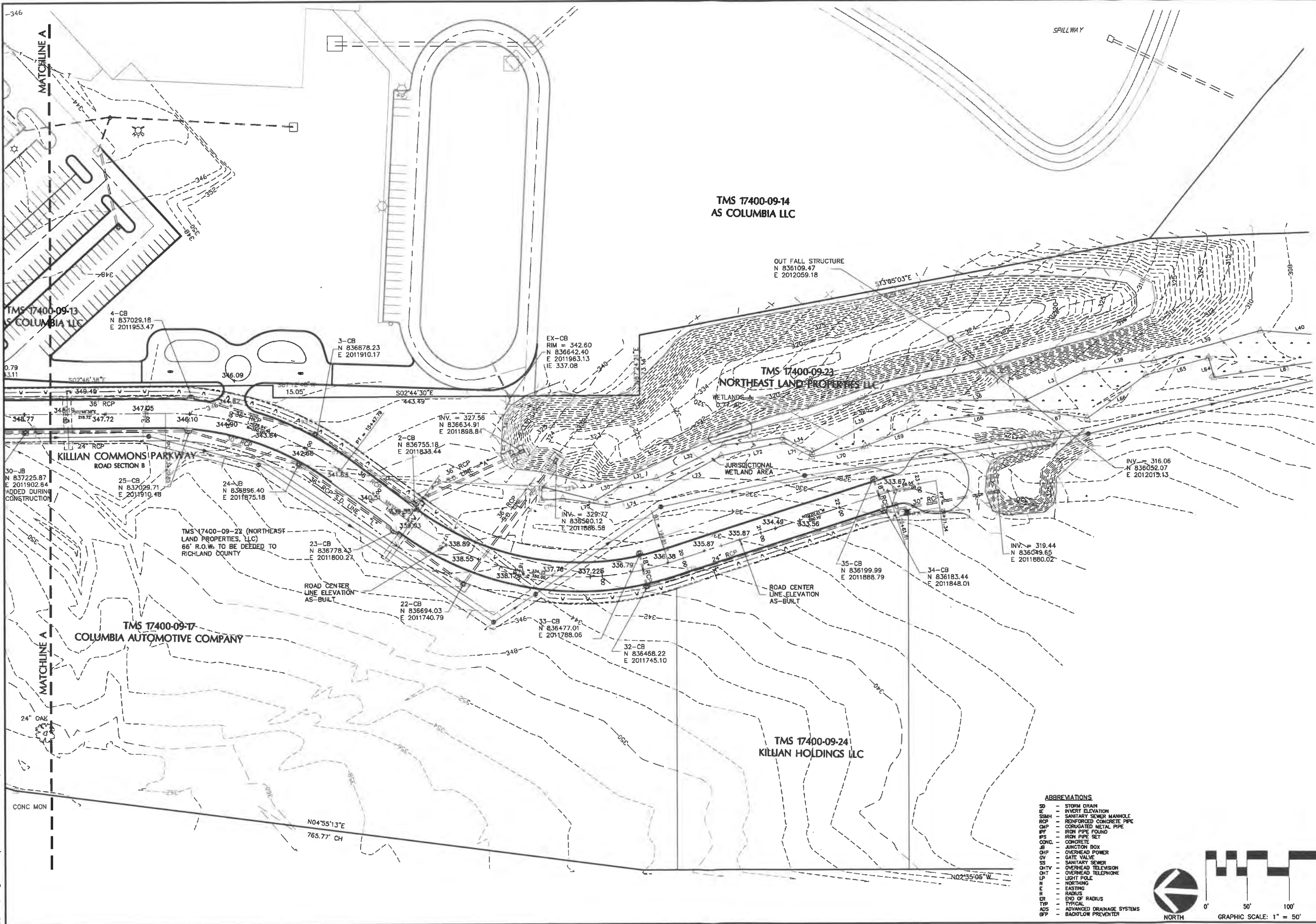
2. Deny donation of the regional commercial detention pond.

Staff Recommendation

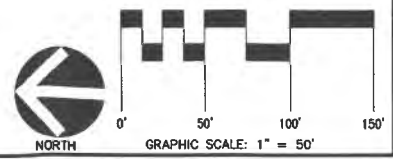
Staff recommends denial of the proposed land donation consisting of a regional commercial detention pond.

THIS DRAWING SHALL NOT BE REPRODUCED IN ANY MANNER OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION

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- ABBREVIATIONS**
- SD - STORM DRAIN
 - IE - INVERT ELEVATION
 - SSMH - SANITARY SEWER MANHOLE
 - RCP - REINFORCED CONCRETE PIPE
 - CMP - CORRUGATED METAL PIPE
 - IPF - IRON PIPE FOUND
 - IPS - IRON PIPE SET
 - CONC. - CONCRETE
 - JB - JUNCTION BOX
 - OV - OVERHEAD POWER
 - GV - GATE VALVE
 - SS - SANITARY SEWER
 - QTV - OVERHEAD TELEVISION
 - QHT - OVERHEAD TELEPHONE
 - LP - LIGHT POLE
 - N - NORTHING
 - E - EASTING
 - R - RADIUS
 - ER - END OF RADIUS
 - TYP - TYPICAL
 - ADS - ADVANCED DRAINAGE SYSTEMS
 - BFP - BACKFLOW PREVENTER



SEAMON WHITESIDE & ASSOCIATES, INC.
 Survey Planning
 Landmarks
 Civil Engineering
 Urban Design
 e-mail: swa@seawc.com
 501 WANDO PARK BLVD. 209 E WASHINGTON ST.
 MOUNT PLEASANT, SC 29507-2835
 (843) 884-6657 phone (843) 884-6654 fax
 (843) 298-0534 phone (843) 298-8078 fax



KILLIAN COMMONS
 FOR
NORTHEAST LAND PROPERTIES, LLC
 RICHLAND COUNTY, SC



DRAWN BY: YH
 CHECKED BY: JD

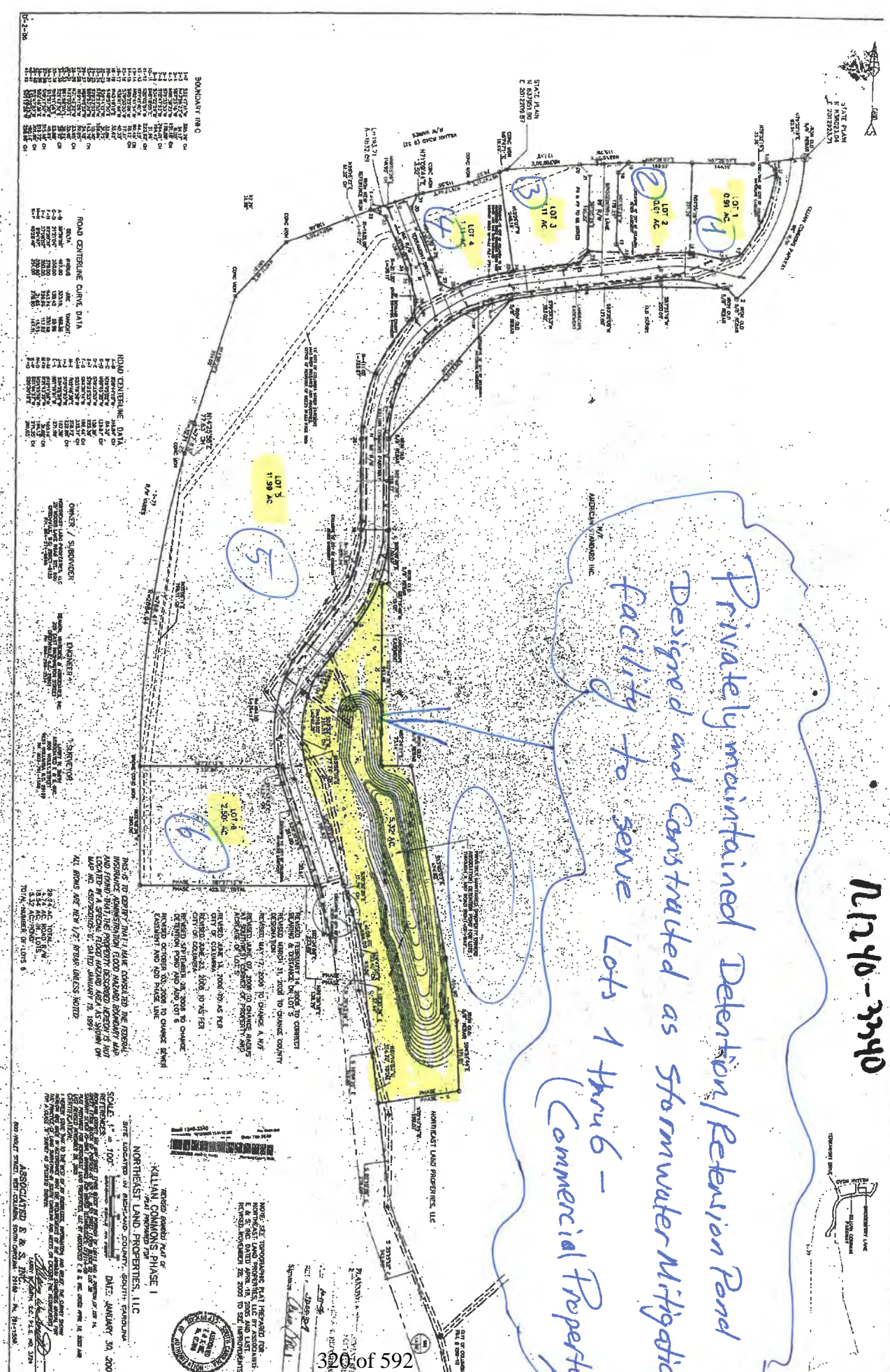
PROJECT: GR1136.00
 DATE: 11/29/07

NO.	DATE	REVISION NOTES
1	11/29/07	RECORD DRAWINGS PERMITTING SUBMITTALS

RECORD DRAWINGS
GRADING PLAN
 (2 OF 2)
 SHEET 6 OF 10

N1246-3340

Privately maintained Detention/Retention Pond
Designed and Constructed as Stormwater Mitigation
Facility to serve Lots 1 thru 6 -
Commercial Property



BOUNDARY DATA

LINE NO.	DESCRIPTION	BEARING	DISTANCE
1	STATE PLAIN	N 83°50'00" W	202.0000
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OWNER / SUPERVISOR

ENGINEER

DATE

SCALE

ASSOCIATED & SONS

NOTE: SEE TYPING PLAN FOR FURTHER INFORMATION.

THIS PLAN IS THE PROPERTY OF ASSOCIATED & SONS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ASSOCIATED & SONS.

DATE: JANUARY 30, 2008

SCALE: 1" = 100'

ASSOCIATED & SONS

Killian Commons



Richland County & Woolpert

Road Maintenance

- Interstate
- SCDOT
- County Paved
- Private or Other



1 inch = 326 feet



DISCLAIMER: This is a product of the Richland County Public Works Department. The data depicted here have been developed with extensive cooperation from other county departments, as well as other federal, state and local government agencies. Reasonable efforts have been made to ensure the accuracy of this map. Richland County expressly disclaims responsibility for damages or liability that may arise from the use of this map.

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 Richland County Public Works
 400 Powell Rd.
 Columbia, SC 29203

Richland County Council Request for Action

Subject:

Richland County Storm Drainage Easements within City of Columbia Limits

Notes:

June 26, 2018 – The committee recommended Council grant the easements to the City of Columbia; however, the County respectfully declines responsibility to pay for repairs. In addition, the County believes part of the problem relates to the manner in which the City is annexing this property. The County would be willing to meet to discuss a better method of annexation where possibly some of these areas could be addressed prior to the annexation.



We Are Columbia

RECEIVED
2018 MAR 28 AM 9:46
RICHLAND COUNTY
ADMINISTRATOR'S OFFICE

March 23, 2018

Mr. Gerald Seals
Richland County Administrator
2020 Hampton Street, Suite 4069
P.O. Box 192
Columbia, SC 29204

Re: Richland County Storm Drainage Easements within City of Columbia Limits

Mr. Seals:

The City of Columbia (City) and Richland County (County) have for some time been aware of an ownership and maintenance issue regarding County-owned storm drainage infrastructure within the City Corporate Limits. It is customary, in most cases, for County-owned storm drainage easements to be conveyed to the City upon annexation of the area into the City. However, several instances throughout the City exist in which these County easements were not conveyed to the City upon annexation. Therefore, these easements continue to be owned and maintained by the County.

Due to the fact that these areas are located within the City limits, and receive the typical City services, these areas would be best served by City operation of this storm drainage infrastructure. The City will accept these easements, on condition that they meet City Engineering standards prior to City acceptance. It is known to both the City and County that repairs are necessary to meet City Engineering standards in some of these cases.

City staff is available to work with County staff to create a comprehensive inventory of County-owned storm drainage easements within City limits, as well as to fully evaluate this infrastructure and determine repairs needed to meet City standards. Upon completion of all repairs, the City will accept these easements and own and maintain the infrastructure moving forward.

As always, the City is available to meet and discuss details further. Please contact Dana Higgins at 545-3285 at your convenience.

Sincerely,

Jeff Palen, Acting City Manager

Cc: Clint Shealy, Assistant City Manager
Dana Higgins, Director of Engineering
Robert Anderson, Director of Public Works

*Brand
Status?
G
4/9/18*

Jeff Palen • Assistant City Manager/Chief Financial Officer
1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217
Office: 803.545.4308 • jmpalen@columbiasc.net • www.columbiasc.net



**Development and Services Committee Meeting
Briefing Document – Richland County Storm Drainage Easements within City of Columbia Limits**

Agenda Item

This is a request for Council direction as it relates to the City of Columbia request for the County to repair storm drainage infrastructure located within the City’s jurisdiction.

Background

In its March 23, 2018 letter, the City formally requested that the County repairs storm drainage infrastructure located within the City’s jurisdiction. Undergirding this request is the responsibility for public maintenance of areas annexed by the City that were formerly within the unincorporated portion of the County.

The County follows the long settled rule of law, “that counties and municipal corporations have only such powers as are granted to them by legislative enactment.” *Williams v Wylie*, 217 S.C. 247, 60 S.E.2d 586 (1950). Included among those is what the South Carolina Attorney General refers to as the “plain and clear” language of S.C. Code Ann. Section 5-27-120, “that municipal councils in municipalities having a population greater than 1000 shall repair the streets within the municipal limits.” *Op. S.C. Atty. Gen.*, November 16, 2016, attached.

Drainage systems, like roadways, fall within the broad scope of public maintenance responsibilities of the government having jurisdiction over the sites of the systems sought to be maintained. As annexation is a deliberate process set forth under State law, any annexing authority that has concerns with the standards or integrity of a roadway, drainage or other system located within an area of proposed annexation can factor those concerns into its decision to expand its territory.

Issue(s)

This issue has manifested itself in, among other things, maintenance of drainage systems. The County via its Stormwater Management program maintains the drainage infrastructure in the County. To fund this effort, the County levies a stormwater millage. It is worth noting that the County does not collect stormwater fees from the City’s residents. Rather, City residents are subject to collection of City fees and taxes, including the City’s Stormwater Utility Fee for the maintenance of its drainage systems. These funding mechanisms are consistent with working within jurisdictional boundaries.

The Yorkshire neighborhood, for example, has been subject to collection of City fees and taxes since 1992 (to include the City’s Stormwater Utility Fee). The County does not collect its Stormwater millage from residents of that neighborhood. However, storm drainage repairs to the infrastructure in this neighborhood has not been maintained by the City. Rather, via its March 23, 2018 letter (attached herein), the City requested that the County repairs and/or share the cost of repairing the drainage systems in the City’s jurisdiction.

Fiscal Impact

The fiscal impact for funding the repair of the drainage systems varies as the repairs would be up to the City’s standards. Using the Yorkshire neighborhood as an example, the estimated cost ranges from \$300,000 - \$400,000 based on a December 2017 assessment performed by the County’s Public Works Department. It is worth noting that there are several hundred storm drainage easements that vary in

widths, lengths, and purposes within the City that would need to be maintained. As such, the cost for repairing the storm drainage systems would increase accordingly.

Alternatives

1. Fully fund or share the cost in funding the repair of storm drainage systems in within the City's jurisdiction. If this alternative is selected, staff requests that Council direct staff to development and intergovernmental agreement with the City pursuant to this alternative. The stormwater fund should be an appropriate funding source. However, the millage levied for this fund is not collected in the City as the City collects a stormwater management fee.
2. Do not fund the cost of repairing storm drainage systems located within the City's jurisdiction.

Staff Recommendation

In the absence of Council policy direction with respect to this issue, staff's understanding is that drainage systems, like roadways, fall within the broad scope of public maintenance responsibilities of the government having jurisdiction over the sites of the systems, in this instance the City of Columbia. Staff assumed that the City authority vetted its concerns with the standards or integrity of the storm drainage systems prior to implementing decisions to annex. Further, Legal has researched this issue in the past and found no statutory responsibility or authority for the County to maintain any City infrastructure. This burden clearly falls to the City according to statute and relevant case law.

Staff requests direction from Council on this matter.



ALAN WILSON
ATTORNEY GENERAL

November 15, 2016

G. Lee Cole, Jr., Esq.
Town of Williamston Attorney
PO Box 315
Williamston, SC 29697

Dear Mr. Cole:

Our Office has received your opinion request regarding whether a county may require a municipality to be responsible for maintenance and repair of county roads located inside the corporate limits of a municipality. Specifically, you state the following:

[a] South Carolina municipality has, within its corporate limits, state maintained roads, roads that have been historically maintained by the county, and very few roads that have been built and maintained by the municipality. The municipality has never formally nor informally accepted the responsibility to repair or maintain any roads that have been historically maintained by the county, and the municipality considers these roads to be county roads. The municipality's position is that the maintenance and repair of said roads are the county's responsibility pursuant to S.C. Code Ann. Sec. 57-17-10, *et seq.* The county's position is that the repair and maintenance of said roads are the municipality's responsibility pursuant to S.C. Code Ann. Sec. 5-27-120.

Our understanding of your question is that the roads that you refer to as "county roads" were built and until recently, maintained by the county. The Town of Williamston has never repaired these "county roads." We will answer your question accordingly.

LAW/ANALYSIS:

We will begin our analysis by reviewing the language of sections 5-27-120 and 57-17-10 of the South Carolina Code and other related statutes. Section 5-27-120 addresses the repair of streets in municipalities which have a population of greater than 1,000¹ and it states:

[t]he city or town council of any city or town of over one thousand inhabitants shall keep in good repair all the streets, ways and bridges within the limits of the city or town and for such purpose it is invested

¹ According to its website, the Town of Williamston has a population of 3992. See <http://www.williamstonsc.us/about/>

with all the powers, rights and privileges within the limits of such city or town that are given to the governing bodies of the several counties of this State as to the public roads.

S.C. Code Ann. § 5-27-120 (1976 Code, as amended).

Section 5-27-10 is pertinent because it grants municipal councils the power to establish and improve roads. It states:

[w]henver the mayor and aldermen of any city or the intendant and wardens of any town in this State shall think it expedient to widen, open, lay out, extend or establish any street, alley, road, court or lane, they may purchase the lot, lots or parts of lots of land necessary for such street, alley, road, court or lane, and the fee simple of such land shall be vested in such city or town for the use of the public from the day of delivery of the deed of sale.

S.C. Code Ann. § 5-27-10 (1976 Code, as amended).

Section 57-17-10 grants county councils control over public roads, which includes the repair of the roads. It provides:

[a]ll roads, highways and ferries that have been laid out or appointed by virtue of an act of the General Assembly, an order of court or an order of the governing body of any county are declared to be public roads and ferries, and the county supervisor and the governing body of the county shall have the control and supervision thereof. The county supervisor and governing body of the county may order the laying out and repairing of public roads where necessary, designate where bridges, ferries or fords shall be made, discontinue such roads, bridges and ferries as shall be found useless and alter roads so as to make them more useful.

S.C. Code Ann. § 57-17-10 (1976 Code, as amended).

Additionally, county councils are required by statute to repair the roads in the county. Section 57-17-10 states:

[t]he governing body of each county shall take charge of and superintend the repair of the highways in the county. The bridges shall be repaired under its supervision, and the expense thereof shall be paid out of the money in the county treasury raised and appropriated for this purpose.

S.C. Code Ann. § 57-17-70 (1976 Code, as amended).

The language of section 5-27-120 is plain and clear that municipal councils in municipalities having a population greater than 1000 shall repair the streets within the municipal limits.² The court in Vaughan v.

² In a prior opinion, we discussed some principles of statutory construction:

Town of Lyman, 370 S.C. 436, 635 S.E.2d 631 (2006), agrees with this conclusion, stating that “section 5-27-120 “clearly defines the duty to the general public of a municipality to maintain its streets.” The issue appears to be whether county councils can also be responsible for repairing roads which are located within the limits of a municipality.

In a February 25, 1988 opinion, our Office discussed how “it is settled law that counties and municipal corporations have only such powers as are granted to them by legislative enactment.” Op. S.C. Atty. Gen., February 25, 1988 (1988 WL 383501) (quoting Williams, et al. v. Wylie, et al., 217 S.C. 247, 60 S.E.2d 586 (1950); 56 Am.Jur.2d, Municipal Corporations, etc., Section 193)). The South Carolina Constitution requires the Legislature to equip counties with certain powers, duties, and functions and it provides:

[t]he General Assembly shall provide by general law for the structure, organization, powers, duties, functions, and the responsibilities of counties, including the power to tax different areas at different rates of taxation related to the nature and level of governmental services provided.

S.C. Const. art. VIII, § 7.

In response to the State Constitution, the Legislature enacted section 4-9-30, which grants county councils certain powers, including the right to “make appropriations for functions and operations of the county, including, but not limited to, appropriations for general public works, including roads. . . .” S.C. Code Ann. § 4-9-30(5)(a)(1976 Code, as amended).

Similarly, the State Constitution requires the Legislature to provide municipalities with powers, duties, and functions. S.C. Const. art. VIII, § 9 states that “[t]he structure and organization, powers, duties,

“[t]he cardinal rule of statutory construction is to ascertain and effectuate the intent of the legislature.” Hodges v. Rainey, 341 S.C. 79, 86, 533 S.E.2d 578, 581 (2000). “[Courts] will give words their plain and ordinary meaning, and will not resort to a subtle or forced construction that would limit or expand the statute’s operation.” Harris v. Anderson County Sheriff’s Office, 381 S.C. 357, 362, 673 S.E.2d 423, 425 (2009). “If a statute’s language is plain, unambiguous, and conveys a clear meaning, then the rules of statutory interpretation are not needed and a court has no right to impose another meaning.” Strickland v. Strickland, 375 S.C. 76, 85, 650 S.E.2d 465, 472 (2007). “[S]tatutes must be read as a whole, and sections which are part of the same general statutory scheme must be construed together and each one given effect, if reasonable.” State v. Thomas, 372 S.C. 466, 468, 642 S.E.2d 724, 725 (2007). “[C]ourts will reject a statutory interpretation that would lead to an absurd result not intended by the legislature or that would defeat plain legislative intention.” State v. Johnson, 396 S.C. 182, 189, 720 S.E.2d 516, 520 (Ct.App. 2011).

Op. S.C. Atty. Gen., September 18, 2013 (2013 WL 5494616).

functions, and responsibilities of the municipalities shall be established by general law. . . .” The Legislature granted powers to municipalities through section 5-7-30, which provides:

[e]ach municipality of the State, in addition to the powers conferred to its specific form of government, may enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of powers in relation to roads, streets. . . .

S.C. Code Ann. § 5-7-30 (1976 Code, as amended).

In our 1988 opinion, we discussed how sections 4-9-30³ and 5-7-30 granted police power to both counties and municipalities (although a municipality can only exercise its police power within the territory of the municipality). See Op. S.C. Atty. Gen., February 25, 1988, supra. Specifically discussing section 5-7-30, we determined that county councils can not exercise their police power within the territorial limits of municipalities without the consent of the municipal councils. Our explanation was that:

[t]his express grant of police power to municipalities, coupled with the apparent lack of any express grant of power to counties to regulate matters within municipalities, militates against any notion that a county, without first obtaining the agreement or permission of a municipality situated within geographic boundaries of the county, may extend its police power to reach matters occurring within the territorial limits of the municipality.

Id.

We further explained in our opinion that:

[t]his Office has, on several occasions, expressed its belief that a county's exercise of police power is restricted to the unincorporated areas of the county. In an opinion dated October 2, 1984, the ‘intent of the General Assembly to recognize the autonomy of a municipality within its borders and likewise recognizes the autonomy of the county within the unincorporated areas of the county’ was discussed. Likewise, in an opinion dated May 21, 1987, we concluded that a Richland County anti-smoking ordinance would be of no effect for facilities of the Richland County Recreation Commission located within a municipality of the county.

Our beliefs are in accordance with the general law on this issue. Counties and cities are viewed as co-equal political subdivisions which are independent of each other politically, geographically, and governmentally. City of Richmond v. Board of Supervisors of Henrico County, 199 Va. 679, 101 S.E.2d 641 (1958); Murray v. City of Roanoke, 194 Va. 321, 64 S.E.2d 804 (1951).

³ Section 4-9-30 was referred to in the opinion as section 4-9-10, et seq., Act 283, and the Home Rule Act.

Id.

Furthermore, case law shows that, as a result of sections 5-27-120 and 5-27-10 (and their prior versions), municipal councils are in control of the roads located within their municipal limits and they have the power to regulate and manage such roads. Our State Supreme Court explained in Leonard v. Talbert, 222 S.C. 79, 83–84, 71 S.E.2d 603, 604–05 (1952) that:

[o]rdinarily, county authorities have no power to control streets within municipalities, except where the statute so provides. Martin v. Saye, 147 S.C. 433, 145 S.E. 186. In this State, as in most States, there are statutes vesting such control in the corporate authorities of cities and incorporated towns. The usual effect of such statutes is to transfer from the county authorities to the municipality the power to regulate and control highways located therein. Chapman v. Greenville Chamber of Commerce, 127 S.C. 173, 120 S.E. 584, 587.⁴

Our State Supreme Court opined in Whitlock v. Town of Jonesville, 111 S.C. 391, 98 S.E. 142, 142 (1919), that section 2951 of the Code of 1912 (now section 5-27-120) “gives city councils the same rights in the management of its streets as are given to county boards of commissioners.” The court examined section 1932 of the Code of 1912 (now section 57-17-10), which gave “to the county boards of commissioners the right ‘to discontinue such roads, bridges and ferries as shall be found useless, and to alter roads so as to make them more useful’” and found that a town council had the same right to alter a road as a county council did under then section 1932.

After reviewing the law, our opinion is that the municipality, and not the county, is responsible for the maintenance and repair of the roads located inside its corporate limits. The Legislature granted municipal councils police power over roads and streets located within the municipal limits. As previously stated, section 5-27-120 requires the municipal councils of municipalities of a certain size to repair the streets within their municipal limits⁵. Section 5-27-120 also grants municipal councils the same control and

⁴ When reaching its conclusion, the court in Chapman v. Greenville Chamber of Commerce, *supra* considered section 2951 of the Code of 1912, which was a prior version of section 5-27-120, and which stated that the municipal council was vested “with all the powers, rights and privileges within the limits of said city that are now given, or that may hereafter be given to the county board of commissioners of the several counties of this state as to the public roads.” The court also considered section 2926 of the Code of 1912, which was a prior version of section 5-27-10, and which stated that “the said city council shall have, and is hereby given, the further authority to lay out and open new streets in said city, and to close up, widen, or to otherwise alter those now in use, or those which may hereafter be established, whenever, in their judgment, the same may be necessary for the improvement or convenience of said city.”

⁵ As section 5-27-120 specifically directs municipal councils to “repair all the streets, ways and bridges within the limits of the city or town,” we believe it is irrelevant if the municipal streets were laid out or appointed by General Assembly act, court order, or county council order, as provided for in section 57-17-10. See Op. S.C. Atty. Gen., July 11, 2008 (2008 WL 3198122) (quoting Capco of Summerville, Inc. v. J.H. Gayle Constr. Co. Inc., 368 S.C. 137, 142, 628 S.E.2d 38, 41 (2006)) (“[w]here there is one statute addressing an issue in general terms and another statute dealing with the identical issue in a more specific and definite manner, the more specific statute will be considered an exception to, or a qualifier of, the general statute and given such effect”); Op. S.C. Atty. Gen., March 20, 2006 (2006 WL 981695) (quoting Criterion Insurance Company v. Hoffman, 258 S.C. 282, 188 S.E.2d 459 (1972); Op. Atty. Gen. dated August 5, 1986)) (“[i]t is a rule of statutory construction that general and specific

supervision over the city streets as the county councils have over the public roads, and the same rights to lay out, repair, discontinue, and alter the city streets under section 57-17-10.

We believe that county councils are only responsible for repairing roads which are in unincorporated areas of the county. Section 57-17-10 expressly states that county councils are responsible for repairing highways in the county. The Legislature did not grant county councils the ability to exercise any power within the territory of a municipality without the permission of the municipal council. And as we stated in our February 25, 1988 opinion, “[a]s a governmental entity of the state, a county possesses only such powers as are expressly or impliedly conferred upon it by constitutional provisions or legislative enactments; and powers not conferred are just as plainly prohibited as though expressly forbidden.” 20 C.J.S. Counties, Section 49, pp. 802–803. Op. S.C. Atty. Gen., February 25, 1988, supra.

Our conclusion is supported by other provisions of law which recognize the autonomy of municipalities. In our prior opinion, we opined that in section 4-9-40, “the legislature, itself, seems to have, at least, implicitly recognized a limitation on the authority of counties to act within the boundaries of municipal corporations.” See Op. S.C. Atty. Gen., February 25, 1988, supra. Section 4-9-40 grants the county the ability to contract for services within municipalities. It states:

[a]ny county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. *Provided*, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body.

S.C. Code Ann. § 4-9-40 (1976 Code, as amended).

As shown above, a function of the county is roads. See S.C. Code Ann. § 4-9-30(5)(a), supra. Therefore, a county council would have to contract with a municipal council in order to repair roads within the municipal limits.

Furthermore, the State Constitution allows political subdivisions to jointly administer functions and exercise powers. Article VIII, section 13 of the S.C. Constitution provides:

(A) Any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof.

(B) Nothing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political

statutes should be harmonized if possible. However to the extent of any conflict between the two, the special [sic] statute usually prevails”).

G. Lee Cole, Jr., Esq.
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subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State. . . .

S.C. Const. art. VIII, § 13.

In our 1988 opinion, we concluded, regarding Article VIII, section 13, that:

[c]learly, by these provisions, counties and municipal corporations may agree to jointly administer services or exercise powers. By reasonable implication, a county could not exercise power within an incorporated municipality unless such an agreement existed or, in effect, the municipality has assented to the county's exercise of power.

Op. S.C. Atty. Gen., February 25, 1988. supra.

CONCLUSION

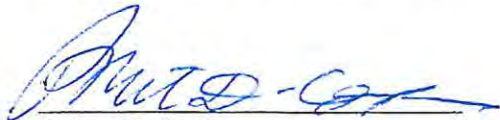
Our opinion is that the municipality, and not the county, is responsible for the maintenance and repair of the roads located inside its corporate limits. We believe that county councils are only responsible for repairing roads which are in unincorporated areas of the county. As section 5-27-120 clearly and specifically directs municipal councils to “repair all the streets, ways and bridges within the limits of the city or town,” we believe it is irrelevant what political subdivision built or traditionally maintained the streets.

Sincerely,



Elinor V. Lister
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook
Solicitor General

Richland County Council Request for Action

Subject:

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Notes:

June 26, 2018 – The committee forwarded this item to Council without a recommendation.



**Administration & Finance Committee Meeting
Briefing Document**

Agenda Item

FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Background

This request is to approve the FY 18-19 Annual Action Plan budgets for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds

Richland County became a federal entitlement program grantee in 2002. As an entitlement grantee, Richland County receives an annual share of federal Community Development Block Grant (CDBG) and HOME Investment Partnership Programs (HOME) funds authorized under Title I of the Housing and Community Development Act of 1974, as amended. The Richland County Office of Community Development (RCCD) is responsible for administering CDBG and HOME grants for unincorporated areas of Richland County.

RCCD seeks to “transform lives in partnership with the Richland County community through housing, education and revitalization to make a different one household at a time.”

The purpose of the Annual Action Plan is to identify housing and community development needs and to develop CDBG and HOME budgeting for the next annual period. This Action Plan for Richland County covers the fiscal period of October 1, 2018 to September 30, 2019. Additionally, the Annual Action Plan implements the County’s 5 Year Consolidated Plan, approved in July 2017, which enables the County to continue to receive federal housing and community development funds and must be submitted to the US Department of HUD by August 15, 2018.

A public meeting will be advertised and held on July 30, 2018. Please note this public meeting is not required to be a part of a Council meeting, but is still open to Council and the public to attend.

Please see below FY 18-19 Proposed Budgets for CDBG and HOME:

FY 18-19 CDBG BUDGET				\$1,495,368			
District 10 Park (Design/Soft Costs)			\$50,000.00				
GillsCreek - Water Quality Improvement Prgt			\$ 100,000.00				
Unsafe Housing Removal			\$ 271,990.00				
Richland County Rolls (Paint Brush Pgm)			\$80,000.00				
Operation One Touch (Minor Rehab Pgm)			\$ 220,000.00				
HOME Project Delivery Costs			\$ 100,000.00				
Public Service Projects			\$ 224,305.00			*Cannot exceed 15%	
Richland Business 101			\$150,000.00				
Admin			\$ 299,073.00			*Cannot exceed 20%	
FY 18-19 HOME BUDGET				\$722,033.00			
RCHAP			\$250,000.00				
CHDO			\$149,830.00				
RICHLAND REBUILDS			\$250,000.00				
ADMIN			\$72,203.00			*Cannot exceed 10%	

HOME Grant funds require a local match. Total HOME funds are divided as follows:

HOME Grant Funds	\$ 722,033.00
HOME Program Income	\$ 20,000.00
HOME Local Match Required from the County (25%)	\$ 162,458.00
	\$ 904,491.00

Issues

If not approved, the estimated FY 18-19 budgets for CDBG and HOME and the funds will not be set up. Subsequently, the funds could be rescinded or not spent in a timely manner, thereby creating additional areas of concern for the County and affecting future year awards from HUD.

Fiscal Impact

The only financial impact to the County is the HOME match requirement.

For FY 18-19, the amount of HOME Match is \$162,458 and has been approved by County Council in Biennium Budget I in the General Fund. The County has provided the required match amount since the HOME program began in 2002.

Past Legislative Actions

County Council approved the Community Development's FY 17-18 HUD Consolidated Action Plan in July 2017.

HUD approved the County's FY18-19 allocation on May 1, 2018.

Last year's CDBG and HOME budgets are listed below:

- FY 2017 CDBG \$1,330,596 HOME \$514,484

Alternatives

1. Approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.
2. Do not approve the Annual Action Plan Budgets (FY 18-19) for CDBG and HOME due to HUD by August 15, 2018.

Staff Recommendation

Staff recommends Council approve the Annual Action Plan (FY 18-19) and the estimated budgets for CDBG and HOME.

Submitted by: Tracy Hegler, Community Planning & Development

Date: June 18, 2018

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 DPX Technologies, LLC; and other related matters

Notes:

First Reading:

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 DPX TECHNOLOGIES, LLC; 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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, DPX Technologies, LLC (“Company”) desires to establish a research/development and manufacturing facility in the County (“Project”), consisting of taxable investments in real and personal property of not less than \$3,100,000, along with the creation of 14 new full-time jobs;

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 (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the 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 is 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:
Second Reading:
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

DPX TECHNOLOGIES, LLC

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 DPX TECHNOLOGIES, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop 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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to establish a research/development and manufacturing facility 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 \$3,100,000 and the creation of 14 new full-time jobs;

WHEREAS, by an ordinance enacted on [DATE] (“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 by the Company.* The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, 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 and Jobs Commitment, each 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.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. *Investment Commitment.* The Company shall invest not less than \$3,100,000 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 County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. *Jobs Commitment.* The Company shall create 14 new, full-time jobs in the County ("Jobs Commitment") by the Certification Date. The Company shall certify to the County achievement of the Jobs Commitment by providing documentation to the County sufficient to reflect achievement of the DPX Infrastructure Credit Agreement

Jobs Commitment on or before the Certification Date. If the Company fails to achieve and certify the Jobs Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.3. 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.

(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 2.3 (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 2.4. Clawback. If the Company fails to meet the Investment Commitment or Jobs 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 or Jobs Commitment and is calculated as follows:

$$\text{Repayment Amount} = \text{Total Received} \times \text{Clawback Percentage}$$

$$\text{Clawback Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Investment Commitment}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Jobs Commitment}$$

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

For example, and by way of example only, if the Company had received \$217,221 in Infrastructure Credits, and had invested \$2,900,000 and created 12 jobs by the Certification Date, the Repayment Amount would be calculated as follows:

DPX Infrastructure Credit Agreement

Jobs Achievement Percentage = 12/14 = 85.7%

Investment Achievement Percentage = \$2,900,000/\$3,100,000 = 93.5%

Overall Achievement Percentage = (85.7% + 93.5%)/2 = 89.6%

Clawback Percentage = 100% - 89.6% = 10.4%

Repayment Amount = \$217,221 x 10.4% = \$22,591

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 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 2.5. Filings. To assist the County in administering the Infrastructure Credits, the Company shall, for the Credit Term, prepare and file a separate schedule to the SCDOR PT-100, PT-300 with respect to the Property.

Section 2.6 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.

Section 2.7 Extension of Infrastructure Credit. Nothing herein shall prohibit the extension of additional infrastructure credit incentives by the County upon application of the Company. The County agrees that any such approval of additional infrastructure credit incentives, which shall be in the County's sole discretion, may be evidenced by a Resolution of County Council.

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 or the cessation of production and shipment of products to customers 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 Sections 2.1 and 2.2 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 or Jobs 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 DPX Infrastructure Credit Agreement

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.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Richland County, South Carolina Attn: Director of Economic Development 2020 Hampton Street Columbia, South Carolina 29204 Phone: 803.576.2043 Fax: 803.576.2137
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DPX Infrastructure Credit Agreement

with a copy to
(does not constitute notice):

Parker Poe Adams & Bernstein LLP
Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202
Phone: 803.255.8000
Fax: 803.255.8017

if to the Company:

DPX Technologies, LLC
Attn: William Brewer
26 Cedar Field Court
Columbia, SC 29212

with a copy to
(does not constitute notice):

Turner, Padgett, Graham & Laney P.A.
Attn: Ian McVey
1901 Main Street, 17th Floor (29201)
P.O. Box 1473
Columbia, S.C. 29202

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

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount not to exceed \$3,000. 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, DPX Technologies, LLC, has caused this Agreement to be executed by its authorized officer(s), effective the day and year first above written.

DPX TECHNOLOGIES, LLC

By: _____

Name: William Brewer

Its: President and CEO

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A

LAND DESCRIPTION

All that certain piece, parcel or tract of land lying and being the County of Richland, State of South Carolina and being more particularly shown and described on that certain plat prepared for DPX Holdings, LLC by Baxter Land Surveying Co., Inc. dated January 30, 2018, recorded February 12, 2018, in Book 2279, page 3268.

Tax Map Number: R14400-02-03

EXHIBIT B

DESCRIPTION OF INFRASTRUCTURE CREDIT

As provided for in the Act and as further authorized by Section 4-1-175 of the Act, the Company is entitled to an Infrastructure Credit equal to fifty percent (50%) of the Fee Payments that are in lieu of the ad valorem tax payments, including abatement, on the existing improved real property, for the first through fifth years of Fee Payments. The Infrastructure Credit shall be applied as a setoff against the Fee Payment owed for the then current year.



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: James Tyler Burns

Home Address: 119 Cricket Hill Road, Columbia, SC, 29223

Telephone: (home) 803-319-2056 (work) 803-767-4418

Office Address: 1201 Main Street, Columbia, SC, 29201

Email Address: Tyler@burnslawsc.com

Educational Background: BA from Univ. of SC Juris Doctor from USC Law

Professional Background: former attorney for SCDSS for abused children, practicing attorney for 10 years

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

Name of Committee in which interested: Business Service Center Appeals Board, Accommodations Tax Advisory Committee

Reason for interest: I've Been involved in public service to my community for many years as a solicitor and working with children through DSS. Now that I am in private private practice i'm looking for other ways to serve.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I am very hard working, honest, loyal and dedicated. I am a father of 2 boys and my hope is that they learn the value of service and try to leave the world slightly better for having been in it and making a positive difference.

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? Willing to answer any questions

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 30-40

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No _____ X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No _____ X _____

If so, describe: _____


Applicant's Signature

05-19-18
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.

Date Received: <u>5/21/18</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u>[Signature]</u>
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: Bill McCracken

Home Address: 105 Red Coat Lane, Columbia, S.C. 29223

Telephone: (home) 803-788-3952 (cell work) 803-960-5210

Office Address:

Email Address: bmcCracken51@gmail.com

Educational Background:

Professional Background: Food Service

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

Name of Committee in which interested: At-Tax

Reason for interest: Enjoyed serving in the past

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Background in Food Service
Lots of Community Service

Presently serve on any County Committee, Board or Commission? At-Tax

Any other information you wish to give?

Recommended by Council Member(s): Jim Manning / Chip Jackson

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: _____

Bill McCracken
Applicant's Signature

2/26/18
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>2-28-18</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	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: James Tyler Burns

Home Address: 119 Cricket Hill Road, Columbia, SC, 29223

Telephone: (home) 803-319-2056 (work) 803-767-4418

Office Address: 1201 Main Street, Columbia, SC, 29201

Email Address: Tyler@burnslawsc.com

Educational Background: BA from Univ. of SC Juris Doctor from USC Law

Professional Background: former attorney for SCDSS for abused children, practicing attorney for 10 years

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

Name of Committee in which interested: Business Service Center Appeals Board, Accommodations Tax Advisory
Committee

Reason for interest: I've Been involved in public service to my community for many Transportation Penny Advisory
Committee
years as a solicitor and working with children through DSS. Now that I am in private private practice i'm looking for other ways
to serve.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

I am very hard working, honest, loyal and dedicated. I am a father of 2 boys and my hope is that they learn the value
of service and try to leave the world slightly better for having been in it and making a positive difference.

Presently serve on any County Committee, Board or Commission? no

Any other information you wish to give? Willing to answer any questions

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 30-40

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X

If so, describe: _____


Applicant's Signature

05-19-18
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.

Date Received: <u>5/21/18</u>	Staff Use Only
Date Sent to Council: _____	Received by: <u> JLH </u>
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: Marcus J. Brown ("Marc")

Home Address: 248 Carolina Ridge Dr. Columbia, SC 29229

Telephone: (home) 803-767-8324 (work) 803-255-9593

Office Address: 1320 Main St. 17th FL, Columbia, SC 29201

Email Address: brownmj14@gmail.com

Educational Background: Univ. of SC, B.S. Psych; Emory Univ. School of Law, J.D.

Professional Background (Must be one): CPA [X] Attorney [X] Business person [X]

Male [X] Female [] Age: 18-25 [] 26-50 [X] Over 50 []

Name of Committee in which interested: Business Service Center Appeals Board

Reason for interest: as a citizen of Richland County, I have a vested interest in serving my community

Your characteristics/qualifications, which would be an asset to Committee/Board/ Commission:

(A resume is also requested.) I believe my critical thinking and knowledge of local laws would be an asset to the Board. Also, my law practice focuses on business litigation.

Presently serve on any County Board/Commission/Committee? No

Any other information you wish to give? I am also friends with a current Board member, Kitwanda Cyrus.

Recommended by Council Member(s), if any: Paul Livingston

Hours willing to commit each month: 12-15 hours

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 board 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 boards shall be required to abstain from voting or influencing through discussion or debate or any other way, decisions of the board 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 Board or Commission, as the County Council, by majority vote of the council, shall elect.

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 board? Yes No

If so, describe: _____

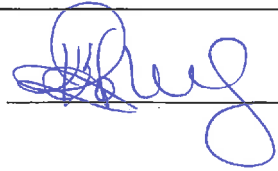

Applicant's Signature

3/1/2018
Date

For more information about the Business Service Center Appeals Board, please e-mail bsc@rcgov.us or call 576-2287.

Applications are current for one year.

Please return applications to:
Richland County
Clerk of Council's Office
Post Office Box 192
Columbia, SC 29202

Staff Use Only	
Date Received: <u>3-5-18</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: George Whitehead

Home Address: 509 Saddlebrook Lane, Hopkins, SC 29061

Telephone: (home) 803-622-7128 (work) 803-734-9143

Office Address: 2221 Devine Street, Columbia, SC 29250

Email Address: Gwhiteheadjr2@aol.com

Educational Background: B.A.

Professional Background: SCPPA Member, NABCJ Member

Male X Female

Age: 18-25 26-50

Over 50 X

Name of Committee in which interested: Hospitality Tax Committee

Reason for interest: It would be my great honor to serve the citizens of this great county.

Looking for opportunities to be involved with making our County the best it can be and utilizing all available resources.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

Integrity, Committed, Passionate, Computer literate, Outgoing, I can be an asset to your committee by using my valuable qualities from my current jobs. Such as, I am a hard worker and proactive person, my communication with people is good especially with our hotel guest and with my co-workers. I can also use my initiative while working in a team especially on my own task.

Presently serve on any County Committee, Board or Commission? Odyssey Golf Foundation

Any other information you wish to give? Sunday School Teacher,

Recommended by Council Member(s): N/A

Hours willing to commit eac month: As many are needed

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

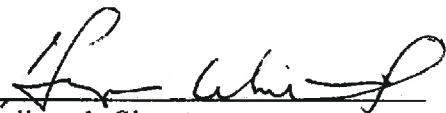
Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

5-2-18
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>5-2-18</u>	Received by: <u></u>
Date Sent to Council: _____	
Status of Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

A RESOLUTION OF THE
RICHLAND COUNTY COUNCIL

A RESOLUTION TO APPROVE THE PURCHASE OF THE REMAINING 54 PROPERTIES, SUBSTANTIALLY DAMAGED BY THE 2015 FLOOD, AS THE OWNERS AND COUNTY COMPLETE ALL NECESSARY DUE DILIGENCE.

WHEREAS, the County of Richland has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 through Tuesday, October 6, 2015; and

WHEREAS, this catastrophic 1,000-year rain event resulted in widespread flooding throughout the County of Richland, causing damage to thousands of structures within the said County; and

WHEREAS, many citizens of Richland County are still in the process of recovering from the event; and

WHEREAS, Richland County is the recipient of a FEMA Hazard Mitigation Grant (HMGP) award, which provides for a voluntary program to acquire properties (commercial and residential) within the special flood hazard area that were substantially damaged by the 2015 flood; and

WHEREAS, the FEMA HMGP requires Richland County to purchase these properties at pre-flood or current market value as applicable; and demolish any structures returning the properties to a natural state; and

WHEREAS, Richland County is in the process of acquiring 74 properties utilizing the FEMA HMGP award; and

WHEREAS, Richland County Council approved the purchase of the first 20 residential properties, whose due diligence was completed and for which no appeals were sought, on June 19, 2018 in the amount not to exceed \$1,900,000.00; and

WHEREAS, the County Council has determined that it is in the best interest of its citizens to expedite and assist the remaining homeowners and business owners affected by the storm to acquire their properties as quickly as possible upon completing due diligence; thus aiding these property owners is recovering from the 2015 flood.

NOW, THEREFORE, BE IT RESOLVED that the Richland County Council does hereby approve the purchase of the remaining 54 properties, substantially damaged by the 2015 flood, as the owners and County complete all necessary due diligence, under the following conditions:

1) This approval does not affect the amount of money appropriated to this project and as such, the costs of purchasing the remaining properties may not exceed the previously appropriated amount.

2) This approval is contingent, for each individual property, on available funds, approved appraisal (or appraisal appeal), title work, and all executed County and FEMA HMGP required paperwork. Any property which cannot meet these requirements must be brought back to Council for further approval.

3) The County Administrator, or Assistant County Administrator, must approve, upon the guidelines herein, each property purchase before purchase completion, to ensure that all necessary steps have been completed.

ADOPTED this 10th day of July, 2018

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY

OF _____, 2018

Kimberly Williams-Roberts
Clerk of Council

From: Peterson, Machael M [mailto:PetersonMM@scdot.org]
Sent: Tuesday, June 05, 2018 1:50 PM
To: Reginald Simmons <rsimmons@centralmidlands.org>
Cc: Cooper, Herbert J <CooperHJ@scdot.org>; Necker, Jennifer L. <NeckerJL@scdot.org>; Brown, Tevia D. <BrownTD@scdot.org>
Subject: TAP Projects

Reginald,
 SCDOT has reviewed the application and funding package submitted for the Richland County TAP application. Should the applicant receive award of the maximum funding allowed by the COATS TAP program in the amount of \$180,000.00, that funding would only amount of a very small percentage of the overall project costs. Please understand that SCDOT must consider its risk/liability for each project when determining its concurrence with project funding. We are getting applications for federal aid funding for otherwise eligible project work whose contribution may be less than 1% to 15% of the overall project cost. This addition of funding, though very small results in the same amount of required SCDOT oversight as would a larger funding contribution, however, the cost benefit must be considered. This includes adherence to all federal requirements, SCDOT approvals, etc. and local impacts to project schedules for which SCDOT must report on as a federal aid project.

LPA	Project Name	Project Cost	Federal-aid Funding Req.	Federal % of Project Cost
Richland County	Decker Blvd. Woodfield Park Neighborhood Improvements	\$11,512,165.64	\$ 180,000.00 - TAP	1.6%

Having given consideration to the attached projects, risks, liability, and the SCDOT human investment needed to oversee these projects, it has been determined that this office will not approve the requested funding for this project and the County should be directed to develop and construct their project under an encroachment permit.

Please let me know if you have questions or need additional information.

Thank you,



Machael M. Peterson, CPM
 Local Public Agency Administrator
 South Carolina Department of Transportation
 955 Park Street | P.O. Box 191
 Columbia, South Carolina 29201
 803.737.1618 p | 803.737.0323 f
petersonmm@scdot.org

Transportation Penny Funds will be Utilized to Pay for Closing Devine Street and Gadsden Street Railroad Crossings

Discussion Point (Information Only):

The design of the Greene Street Phase 2 project is 95% complete and Right of Way Acquisition is greater than 50% complete. Outstanding issues include final Right of Way agreements with the University of South Carolina, a property owner with several tracts, and Railroad permits. Specifically, much coordination has been conducted and is continuing to be conducted with the Norfolk Southern Railroad.

A December 13, 2000 agreement between the City of Columbia and Norfolk Southern included closing Devine Street, upon the completion of the Greene Street Phase 2 bridge, as well as the closure of Catawba Street and Flora Street. Through on-going coordination with the City and Norfolk Southern, the City and Norfolk Southern have agreed to the closing of Devine Street as well as Gadsden Street, in place of Flora Street and Catawba Street. In order to obtain the Norfolk Southern construction, permit for the Greene Street Phase 2 bridge, Norfolk Southern is requiring the Greene Street Phase 2 project include road crossing closures of Gadsden Street and Devine Street. Since the crossing closures are required to receive the permit to construct the Greene Street bridge, the Program Development Team is working with the project engineers to incorporate the closures into the Greene Street Phase 2 plans. It is brought to Council's attention that off-site construction at the railroad crossings of Devine and Gadsden will be conducted as part of the overall Greene Street Phase 2 project.

Recommendation:

This item is provided for information only, therefore no action is requested.

EXECUTIVE SUMMARY

Date: 5/30/18

To: Dr. John Thompson
Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Crane Creek Neighborhood Improvement Project – Public Meeting
Summary with Recommendations**

The Crane Creek Neighborhood Improvement Project (Crane Creek NIP) is one of seven Neighborhood Improvement Projects included in the 2012 Referendum. The total budgeted amount was \$14.385 million. The Richland County Transportation Program has conducted one public meeting for the Crane Creek NIP as well as completed conceptual studies. The program has also met with the South Carolina Department of Transportation (SCDOT) and Richland School District 1. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

April 19th, 2018 Public Meeting

The Richland County Transportation Program held a public meeting for the Crane Creek NIP on Thursday, April 19th, 2018 from 5:00 to 7:00 p.m. at the Forrest Heights Elementary School, located at 2500 Blue Ridge Terrace. The meeting was conducted with an informal, open house format with project displays and Richland County Transportation Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as rank various improvements within the neighborhood plan. There were 52 people in attendance for the meeting.

The project displays provided an aerial overview map and typical sections of the proposed improvements for the neighborhood. The proposed improvements included Monticello and Fairfield Major Streetscape, Blue Ridge Terrace, Heyward Brockington Rd, and Crane Church Rd Minor Streetscape, Lincolnshire North Dr, Dakota St, Roberson St, and Sea Gull Ln Sidewalk Improvements, and Pedestrian Pathways. The major streetscapes included components such as sidewalks, trees and planted medians while the minor streetscapes included sidewalks and trees.

A total of 110 comment cards were received during the comment period. The following lists the improvements in order of preference with one being the preferred.

1. Minor Streetscapes (Blue Ridge Terrace, Heyward Brockington Rd, and Crane Church Rd)
2. Sidewalk Improvements (Lincolnshire North Dr, Dakota St, Roberson St, and Sea Gull Ln)
3. Major Streetscapes (Monticello Rd and Fairfield Rd)
4. Pedestrian Pathways

9 comments were received concerning children's safety and the need for sidewalks extending from Forest Heights Elementary. 9 comments were received requesting lighting however there was no lighting in the 2012 cost estimate. 6 comments asked for paving of Larger St and Sara Matthews Rd both of which are in the Penny's Dirt Road Paving Program but are not part of the Crane Creek Neighborhood Plan. A breakdown of all the public comments and preferences is shown in the attached documents.

Recommendations

As a result of the comments received from the public meeting, coordination with project stakeholders as well as consideration of safety, project impacts, and available funding, a number of recommendations are offered.

Based on conceptual cost estimates, the following improvements approximately sum to the project budget and are recommended for further design studies:

1. Minor Streetscape Blue Ridge Terrace Rd
The streetscape includes street trees and sidewalk improvements with ADA accommodations.
2. Minor Streetscape Heyward Brockington Rd
The streetscape includes street trees and sidewalk improvements with ADA accommodations.
3. Minor Streetscape Crane Church Rd
The streetscape includes street trees and sidewalk improvements with ADA accommodations.
4. Sidewalk Improvements along Lincolnshire North Dr, Dakota St, Roberson St, and Sea Gull Ln
5. Major Streetscapes Monticello Rd
The streetscape includes street trees/shrubs, sidewalk improvements with ADA accommodation, and planted medians. Project issues specific to planted medians will be studied with the development of the design. Planted medians along Monticello Rd were recommended in the Crane Creek neighborhood plan and presented at the April 19, 2018 public meeting. Coordination with SCDOT and new developers will be required and could adjust the amount of planted medians that could be done due to access points. The proposed planted medians will be non-continuous to allow left turn movements into key intersections.



TRANSPORTATION PROGRAM

Crane Creek Neighborhood Improvements Project

Public Meeting Summary April 19, 2018

May 30 2018

The Richland County Penny Team held the Crane Creek Neighborhood Improvements Public Meeting on Thursday, April 19, 2018 from 5:00p.m. to 7:00p.m. at the Forest Heights Elementary School located at 2500 Blue Ridge Terrace.

The meeting was advertised through road signs, fliers and media alerts. Road signs were strategically placed throughout the project area. Fliers were distributed by email and in person to businesses, neighborhood leaders, apartment managers and other stakeholders in the project area. A media alert was distributed the week before and the week of the meeting. The State and the Northeast News published stories about the meeting and WIS, WLTX, WOLO and WACH promoted the meeting.

The meeting was an open house format. Residents were greeted at the building entrance, checked in at a sign-in table, were provided a handout and comment card, and were directed to the meeting room where members of the Program Team manned the overview board and project display boards. Once residents were provided the overview they were directed to the project boards which displayed each of the different alternatives for streetscaping, pedestrian sidewalks and boardwalk projects. Comment card boxes were available and attendees were encouraged to provide their comments by the deadline of Friday, May 4.

Meeting Attendance: 52

Comment Cards Left at Meeting: 33

Comment Cards Mailed: 8

Comments Dropped off at Neighborhood Planning: 69

Total Comment Cards Received: 110

COMMENT SUMMARY

Residents provided feedback on the seven (7) different alternatives and ranked them in order of favorite to least favorite for the project with favorite being 1 and least favorite being 7. The average ranking for each project was calculated by dividing the sum of each projects votes by the total amount of votes cast. A total number of 99 votes were cast with a total number of 141 resulting in a 1.42 average for the minor streetscapes. Below is a chart which ranks the different project alternatives by the comments received.

Comment Type	Average Project Ranking
Major Streetscape - Monticello Road and Fairfield Road	2.70
Minor Streetscape - Crane Church Road, Blue Ridge Terrace, and Heyward Brockington Road	1.42
Neighborhood Sidewalk - Lincolnshire North Drive, Dakota Street, Robertson Street, and Sea Gull Lane	2.43
Pedestrian Pathways - Crane Creek Main, East of Monticello, and Forest Heights Elementary	3.89
Pedestrian Pathways - Crane Church to Blue Ridge	5.21
Pedestrian Pathways - Heyward Brockington to Crane Creek	4.89
Pedestrian Pathways - Lincolnshire to Crane Creek	6.54

Major Streetscape Comments:

- Major streetscaping should include lighting
- Major streetscaping also on west side of Monticello and east side of Fairfield (i.e. sidewalks and lighting)
- If the funds are used to do major streetscape projects I hope they put down speed bumps. There is a lot of reckless driving in our neighborhood. I also hope that once the projects are completed the areas are sustained so they are "environmentally friendly"

Minor Streetscape Comments:

- Sidewalks on Heyward Brockington Road
- Sidewalk needs to be extended on Blue Ridge Terrace to Monticello Road (both sides)
- Sidewalk for children walking home from Forest Heights school
- We need street lights and sidewalks along the undeveloped part of Blue Ridge
- Sidewalks are needed farther down Crane Creek Church Road past Lincolnshire. Children are walking on the road daily. There have been several near accidents that could have caused someone to lose their life
- Sidewalks are definitely needed down Blue Ridge Terrace. I used to walk down Blue Ridge to Hayward Brockington but stopped because there were no sidewalks. I hated going in the grass every time a car passed.
- Sidewalks on Heyward Brockington Road and Blue Ridge Terrace would be better service to the neighborhood. (Priority #1)

- Sidewalks to and from the school, Forest Heights Elementary, is the most important improvement that needs to be made. It will help improve the walkability of all neighbors. It has also been identified as needed in the Walkable 2020 Plan.

Neighborhood Sidewalk Comments:

- Sidewalk from Blue Ridge Terrace to Monticello Road
- The highland Forest community is in need of sidewalks to connect to Sharpe Road Park and to other subdivisions to the west and to stores and communities to the south like Meadowlake and the new Dollar General store on Wilson Boulevard
- A neighborhood sidewalk is needed along both sides of Peachwood Drive (Main Road)
- Want to ensure children's safety with sidewalks
- Sidewalks on both sides of secondary roads where possible
- "Much Needed" sidewalks in our area safety precautions

Pedestrian Pathways Comments:

- I believe I would get out and walk, visit neighbors
- Pathway around Blue Ridge Terrace coming around curb in the neighborhood need light and pathway.
- Pedestrian Pathways (AKA four-wheeler trails) not recommended due to high crime possibilities
- Pathways, light for streets\
- Boardwalk option should be the last option to fulfill. There would be not enough usage in that they don't connect to anything. Put more emphasis on major street improvements with lanes for bicycles. That's your biggest bang for the buck!
- Possible parking access at trail and boardwalk entrance
- Pedestrian pathways need to be well lit (plenty of street lights)
- The pedestrian pathways will be much needed beautifications. I can see myself walking these pathways

Other Comments:

- Is the Highland Forest Community included in the Crane Creek projects? There seems to be no inclusion of this project. Why isn't Highland Forest included?
- Highland Forest needs sidewalks to and from nearby areas.
- Highland Forest has no nearby bus service. Why isn't our neighborhood included in providing transportation?
- I think homeowners should take pride in their property by clean-sweeping your street
- My first priority is sidewalk extension for Forest Heights Elementary School fown Blue Ridge Terrace
- Pave Larger Street

- Pave Sara Matthews Road
- Need sidewalk the entire Blue Ridge to Monticello Road
- I welcome this opportunity. I have lived here for over 40 years in Crane Forest. When it was truly a great community back in 1971 when my late husband and I build our home. Now I have grandchildren and great-grands who attend Forest Heights Elementary School. I would like to see sidewalks and proper lighting for them to be able to walk to and from school, ride bike and walk pets in a well-lighted and safe pathway. Also, I would like to see more lighted pathways and pretty landscaping along Monticello Road and especially down Blue Ridge Terrace. Thank you for this opportunity.
- Pave road on Larger Street
- Highland Forest is in need for nearby bus service. The closest bus stops are about one-mile walking distance along busy Wilson Boulevard or dangerous curvy and hilly Sharpe Road. Walking routes to bus service are safety hazards without sidewalks and are in busy thoroughfares.
- Priority #1: to ensure child safety. We need a sidewalk from Forest Heights Elementary School (Wigeon Drive) to Heyward Brockington (Approx. 3 blocks)
- Priority #2: Pave Larger Street
- Priority #3: Pave Sara Matthews Road
- Pedestrian Pathways - Crane Creek Main, East of Monticello, and Forest Heights Elementary, Pedestrian Pathways - Crane Church to Blue Ridge, Pedestrian Pathways - Heyward Brockington to Crane Creek, and Pedestrian Pathways - Lincolnshire to Crane Creek are not necessary.
- Street lighting along un-developed area of Blue Ridge Terrace
- Pave Blue Ridge Terrace
- Allocate funds for renovations for neighborhood park for kids
- Concerned about who will be responsible for landscaping and upkeep of property once established. Will newly constructed pathways be well lit and secured by law enforcement to eliminate any isolated areas suitable for crime and delinquency?
- As far as transportation is concerned, it would be useful to have transportation available for bussing youth/seniors to/from the Denny Terrace Recreational Facility from the Fairfield, Crane Creek Church, Heyward Brockington and Blue Ridge Terrace neighborhoods
- Suggest reflectors in roadways, especially on Crane Creek Church Road, Blue Ridge Terrace, Heyward Brockington Road
- All needed!
- Priority #2: For child safety – sidewalk from Forest Heights Elementary School (Widgeon Drive to Heyward Brockington – 3 blocks)
- Priority #3: Pave Larger Street
- Priority #4: Pave Sara Matthews Road
- Priority #1: Pave Larger Street
- Priority #2: Pave Sara Matthews Road
- All is needed. A vote for what is more/mostly important
- The paving of Larger Street and Sara Matthews Road is a priority for improvement fir the community. Although bot on the list, and having a separate pot of money, as part of the Master Plan for Crane

Creek, I believe they are of utmost importance given the amount of time having been promised to be paved.

- Blue Ridge Terrace road needs paving
- I would also like to see more street lights on Blue Ridge Terrace and parks to help each neighborhood clean-up and do minor fixes for the houses to maintain or increase property values to go along with the neighborhood improvements.
- Requesting reflection lights on dark roads
- All needed
- Blue Ridge Terrace needs to be paved over not just patched
- Reflection lights on dark streets
- Reflections lights on dark streets
- Thank you

CRANE CREEK NEIGHBORHOOD IMPROVEMENTS PUBLIC MEETING

APRIL 19, 2018



TRANSPORTATION PROGRAM

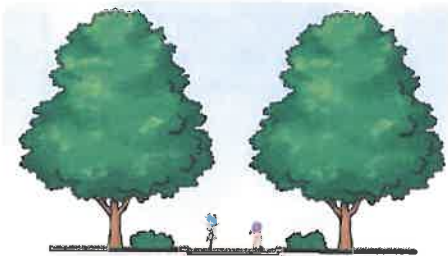
Welcome

The purpose of the meeting is to gather input from the local community, concerned citizens and project stakeholders on the proposed improvements in the Crane Creek Neighborhood area. You are encouraged to review the various displays and discuss your questions or concerns with any of the Richland Penny Program representatives.

There are limited funds available for these neighborhood improvement projects. Please rank the potential projects on the comment card provided based on what is important to you. With the seven potential projects, the improvements you desire the most should receive a ranking of "1" (1=highest priority, 7= lowest priority).

A map of potential neighborhood improvement projects is provided on the reverse side. The types of improvements are described below.

Pedestrian Pathway



The pathways will be a paved path for use by pedestrians and cyclists and may include bike racks, trail sign-age and benches.

Major Streetscape

The improvements may include sidewalks, crosswalks, pedestrian signals, median extension for pedestrian refuge, traffic signal mast arms, lane and signal adjustments, landscaping and pedestrian lighting.

Project Overview

The Richland Penny Program is proposing neighborhood improvements to the Crane Creek Neighborhood area. The project includes streetscaping, intersection improvements, addition of sidewalk and pedestrian paths, and designated bike routes. These improvements will take place on Monticello Rd, Fairfield Rd, Crane Church Rd, Blue Ridge Terrace, Heyward Brockington Rd, and various other routes shown on the map on the back of this handout.

Potential Projects

- ___ Major Streetscape - Monticello Rd and Fairfield Rd
- ___ Minor Streetscape - Crane Church Rd, Blue Ridge Terrace, and Heyward Brockington Rd
- ___ Neighborhood Sidewalk - Lincolnshire North Dr, Dakota St, Roberson St, and Sea Gull Lane
- ___ Pedestrian Pathways - Crane Creek Main, East of Monticello, and Forest Heights Elementary
- ___ Pedestrian Pathways - Crane Church to Blue Ridge
- ___ Pedestrian Pathways - Heyward Brockington to Crane Creek
- ___ Pedestrian Pathways - Lincolnshire to Crane Creek

Minor Streetscape



The design may include sidewalks, landscaping, pedestrian lighting, and/or Utility under-grounding. Additionally, the number of travel lanes or the lane widths may be reduced.

Neighborhood Sidewalk

The design may include sidewalks to either one, or both, sides of the street. Sidewalk may be flush with the street and separated by a greenspace or behind a raised curb and gutter with no greenspace.

CRANE CREEK NEIGHBORHOOD IMPROVEMENTS PUBLIC MEETING

THURSDAY , APRIL 19, 2018
COMMENT CARD

fold along dotted line

RETURN ADDRESS

**Richland County Department of Transportation
2020 Hampton Street
PO Box 192
Columbia, SC 29201**

fold along dotted line

How did you learn about the meeting? Flyer Radio TV
 Newspaper Road Sign Word of Mouth Other: _____

Please submit comments no later than Friday, May 4, 2018 in one of the following ways:

1. Drop this form in the comment card box before you leave tonight.
2. Mail to: Richland County Dept. of Transportation, 2020 Hampton St, PO Box 192, Columbia, SC 29201
3. Email comments to TransportationPenny@richlandcountysc.gov.
4. Call 1-844-RCPenny (1-844-727-3669) for more information about these projects.

Transportation Ad Hoc Committee Meeting Briefing Document

Agenda Item

The utilization of Transportation Penny Funds for the outlined, below, facilities at the Three Rivers Greenway.

- Bathrooms A & B
- Park Ranger Station & Fire Department Building
- Parking Lot, Driveway & Gate

Background

The Transportation Act provides that Penny Tax related funding shall be tethered to specific transportation related projects.

Issues

Determining a path forward regarding the funding of the above, outlined additions to the Three Rivers Greenway project.

Fiscal Impact

- Bathrooms A & B (\$178,018 & \$167,414)
 - Park Ranger Station & Fire Department Building (\$383,535)
 - Parking Lot, Driveway & Gate (\$121,290)
- Total= \$850,257.00

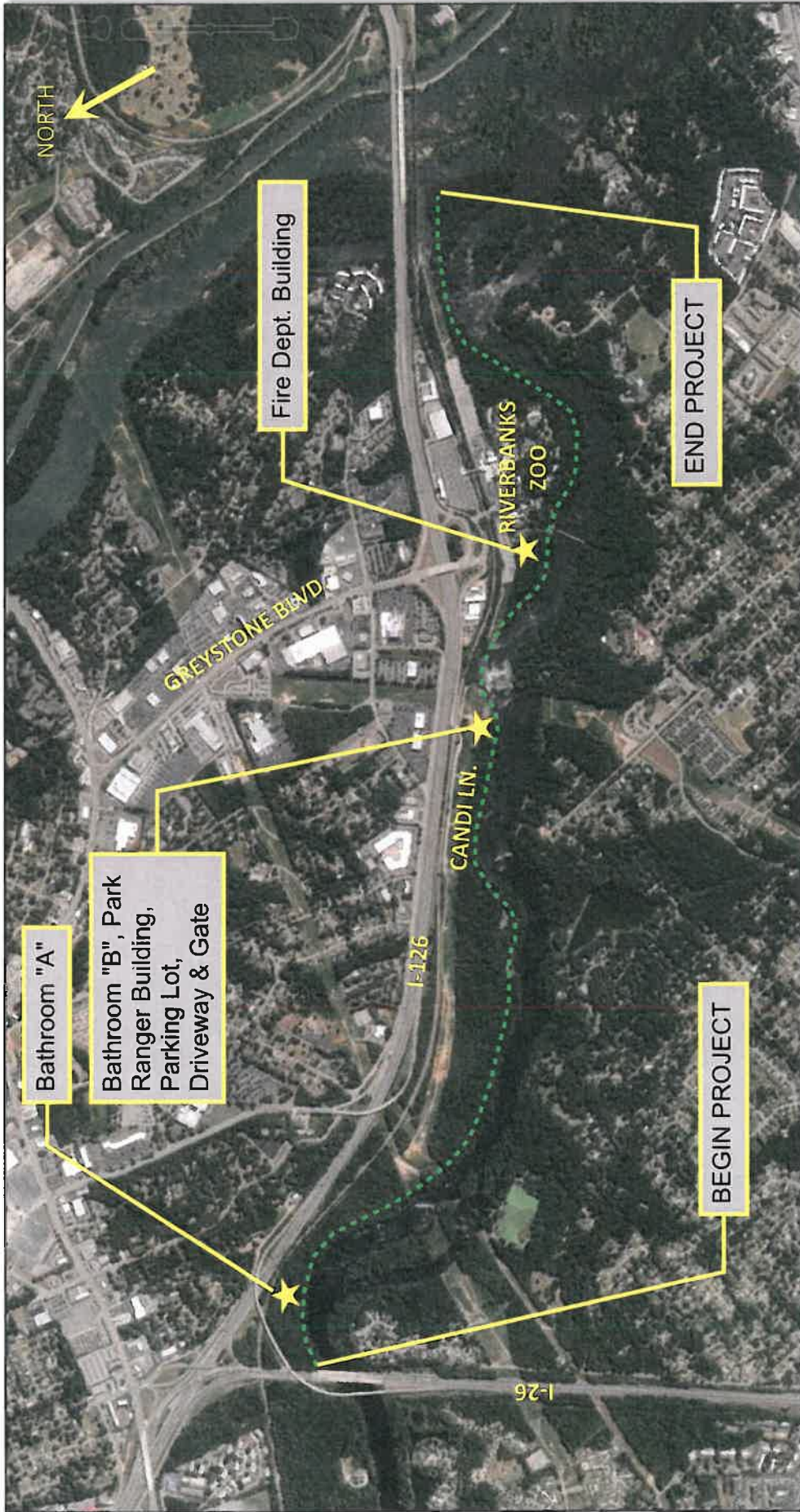
Alternatives

1. Pay for additions utilizing General Fund;
2. Cost sharing between the City of Columbia and Richland County – COC/60%, RC/40%;
3. Cost sharing between the City of Columbia, Richland County and the River Alliance;
4. Add cost of additions to final cost of original project cost and allow Richland County to reimburse the Penny Tax through the General Fund over time.

Staff Recommendation

The intent of staff is to institute County Council's directive. Staff does not have a recommendation with regards to this matter.

THREE RIVERS GREENWAY



SEE BACK FOR OVERVIEW OF COSTS.

THREE RIVERS GREENWAY

Total Project Cost = \$ 5,921,467.00

Facilities Costs:

- Bathroom "A" = \$ 178,018.00
- Bathroom "B" = \$ 167,414.00
- Park Ranger & Fire Dept. Buildings ¹ = \$ 383,535.00
- Parking Lot, Driveway & Gate = \$ 121,290.00

Total Facilities Costs = \$ 850,257.00

Total Cost (Less Facilities)² = \$ 5,071,210.00

¹ Both buildings included in shown contract price

² Costs include mobilization, bonds/insurance, staking & grading, clearing, removal & disposal, concrete, boardwalks, bridges, electrical work, benches, picnic tables, drinking fountains, trash receptacles, signage, erosion control items, grassing, guardrail, etc.

Status Update of Dirt Road Paving Program

Discussion Point (Information Only):

The Program Development Team (PDT) is currently reviewing the overall status of the Dirt Road Paving Program and anticipates making recommendations for the future development of the program at the next Transportation Ad Hoc Committee meeting. The following is provided for information at this time:

"Years 1 & 2"

A group of roads identified as "Years 1 & 2" were assigned to a Dirt Road Program Manager in 2015. The Program Manager and an On-call Engineering Team (OET) have completed the designs of a total of 45 roads, which have been paved to date. Approximately 30 roads from "Years 1 & 2" are currently being developed by the same OET. It is planned for additional dirt roads from this group to go to construction in the next 2/3 months. About 42 additional roads from "Years 1 & 2" have had design begun by the previous Dirt Road Program Manager, but not completed. A recommendation for completing these 42 roads will be forthcoming.

"Years 3 & 4"

An additional 50 dirt roads identified as "Years 3 & 4" have been assigned to the 5 On-call Engineering Teams who are currently providing design services. No roads within this group has gone to construction yet.

Recommendation:

It is anticipated that a more detailed summary will be provided to include status of all projects, funds expended and committed, and a recommendation for future development of the entire Dirt Road Program. No action is requested at this time.



UNIVERSITY OF
SOUTH CAROLINA

Vice President for
Facilities and Transportation

June 7, 2018

John M. Thompson, Ph.D., MBA, CPM
Director
Department of Transportation
Richland County Government
2000 Hampton Street
Columbia SC 29204
thompson.john@rcgov.us

RE: Richland County Transportation Sales Tax; South Main Bike Lane Funding

Dear Dr. Thompson:

As you may be aware, a joint effort led by the University of South Carolina (“USC”) and the South Carolina Department of Transportation (“SCDOT”) is underway to design and construct a major streetscaping project (the “Project”) immediately south of the Statehouse grounds. The Project includes providing bike lane accommodations along South Main Street from Pendleton Street to Blossom Street, along College Street from Sumter Street to Assembly Street and along Greene Street from Sumter Street to South Main Street. It is requested that the following Penny funding be allocated to the Project for the Project’s bikeway accommodations.

Pendleton from Lincoln to Marion	\$31,680
Main from Pendleton to Whaley	\$49,814
College from Lincoln to Sumter	<u>\$280,735</u>
Total	\$362,229

(a page from the 2012 Bike/Pedestrian/Greenway Project listing highlighting these three components is attached as Exhibit A). The bikeway accommodations provided by the Project will meet the intent of the Penny projects by providing connectivity from the South Main Street area to the University district as well as the Innovista District. In addition, the Penny funding can be used as match to leverage additional federal funds that will allow for enhanced bikeway

accommodations, specifically along South Main Street, than would be accomplished with the Penny funds alone.

Project Description

The Project, as currently contemplated, includes a road diet for the four blocks of South Main Street immediately south of the Statehouse grounds, from Pendleton Street to Blossom Street. The street will be narrowed from five lanes to two lanes of vehicular traffic with the goal of creating a more pedestrian- and bike-friendly environment with extra-wide sidewalks that allow for “incursion zones” for restaurant and café seating. The power lines will be buried, trees and other plantings will be established, and mast arms will be installed.

The design also calls for a raised bike path to be incorporated to the sidewalk on both sides of the street in order to facilitate the movement of bicyclists from the Main Street north of the Statehouse, through the Statehouse grounds, and onto South Main and into the University district. Current cost estimates for this aspect of the Project are around \$1.5 million. The current overall cost estimate for the Project is almost \$8 million, which includes local match funds from USC and various federal sources, coordinated by the SCDOT and the Central Midlands Council of Governments.

The goal is to establish a new environment along South Main that will, lead to significant private sector redevelopment of the privately-owned blocks south of the Statehouse, together with the creation of thousands of jobs and the generation of millions of dollars in additional property tax revenue.

Applicable Planning Documents

As the Project has become more detailed, it has become evident that certain modest adjustments to three bikeways listed above need to be made to take better advantage of existing and proposed conditions. For instance:

- In 2007, the Innovista Master Plan was adopted. Although the Penny contemplated many other projects from the Innovista Master Plan, its bikeways recommendations were not envisioned during the creation of the initial project lists created for the Penny by Parsons-Brinckerhoff Transportation Study Commission. For instance, although the Penny project listing (noted above) provides for significant funds to be provided for bike lanes on *College Street*, the Innovista Master Plan call for *Greene Street* to be the main east-west connector between the Congaree River and the University:
 - “*The urban design concept for Greene Street is to create a pedestrian street in the European tradition as the primary link between the University and the Congaree Regional Waterfront Park ... with two nine-foot travel lanes for vehicles, five-foot dedicated bicycle lanes, and the remainder of the right-of-way dedicated to broad sidewalks.*” (Innovista Master Plan, 2007, p. 40, attached as Ex. B)
- In 2015, the City of Columbia passed the Walk-Bike Columbia Plan, setting forth a new vision for pedestrian and bicycle transportation the City. That plan reaffirmed that *Greene Street*, not *College Street*, is intended to be the main east-west connector between the

Congaree River and the University. (Walk Bike Columbia, p.89, attached as Ex. C). The Plan also calls for bike lanes on Main Street from Pendleton to Blossom and College Street from Sumter to Assembly.

- Then, in 2017, the City of Columbia amended its Comprehensive Plan to include the South Main Capital District Area Plan, which sets forth a specific vision for the South Main area in anticipation of the Project. This Plan contemplates the Project, as described above, and includes a bike lanes along both sides of South Main Street and a proposed Transportation Hub to be located on College Street, across from the USC Horseshoe. (South Main Capital District Area Plan, p. 41, attached as Ex. D). The bike lanes provided for in the Area Plan are sidewalk-level, travel-protected lanes that will facilitate bicycle movement from the Statehouse grounds through the newly-streetscaped South Main area. (Area Plan, p. 43, attached as Ex. E).
- Finally, the City of Columbia is in the process of finalizing plans for a public bike share program. A bike share station will be located on the corner of College Street and Main Streets, near the proposed Transportation Hub mentioned above.

Adjustment Request

The planning documents noted above make clear three things: (1) complete bike lanes on Greene Street from the Congaree River to the USC Campus is a priority of each planning document (and have been or will be facilitated by other Penny-funded projects); (2) sidewalk-level bike paths on South Main area are a priority for South Main in order to make non-vehicular transportation a priority and increase bicycle access throughout this geography, and; (3) bike lanes on College Street are less of a priority because the street does not provide an east-west connection beyond Sumter and Lincoln Streets. Thus, it is proposed that the funds listed above be applied to the Project's bike lane construction as follows:

Main from Pendleton to Blossom
College from Sumter to Assembly
Greene from Sumter to Main

The changes proposed above are recommended as an "Adjustment" to a project pursuant to the Penny's governing documents. Specifically, the July 26, 2016 Richland County Transportation Improvement Program ("CTIP") states that an adjustment, which may be approved by the County's Director of Transportation, is allowed where there is a "change or clarification of project description-as long as the change does not significantly alter the original project intent as identified through the project development process." (July 26, 2016 CTIP, p.6, attached as Ex. F).

It is clear that the intent of the bikeways projects listed in the Penny's project listings are not altered by the suggested revisions. Indeed, based on the criteria used to judge projects at the outset of the Penny program, the proposed revisions would likely have been rated higher than the original projects because (1) they are recommended by other planning documents and (2) they will be constructed in conjunction with the Project.

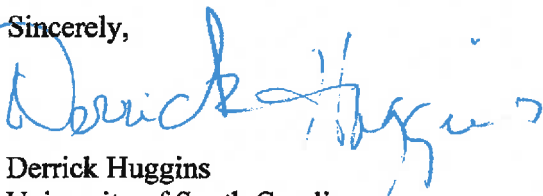
For instance, the criteria for prioritization of bikeway projects approved by County Council, gives priority to projects:

- That “have a completed master plan document” - as we do here with both the Innovista Master Plan and the South Main Capital District Area Plan
- That “enable a single project to link to a broader local or regional network of new or existing infrastructure” – as we do here with the future completion of the Greene Street project with connectivity to the Congaree Waterfront
- That create “connectivity to a transit facility” – as we do here where the Project is propose to include a Transportation Hub on College Street
- Where there are “no (or partial) existing . . . bikeway exists.”

(taken from the Definition and Weighting of Criteria for Prioritization of Transportation Penny Projects” Bikeway and Sidewalk Point System and Prioritization, approved by County Council, October 7, 2014, attached as Exhibit G). The proposed adjustment falls within each of the prioritization categories set forth above. See the attached aerial/summary associated with the Project, attached as Exhibit H.

In summary, it is respectfully requested that the modest adjustments to the bikeways discussed herein and their associated funding be approved to be used in the Project under the oversight of the South Carolina Department of Transportation.

Sincerely,



Derrick Huggins
University of South Carolina
Vice President for Facilities and Transportation

CC: The Honorable Joyce Dickerson, Chair, Richland County Council
(dickerson.joyce@richlandcounty.sc.gov)

The Honorable Calvin “Chip” Jackson, Chair, Richland County Council Transportation Ad Hoc Committee (jackson.calvin@richlandcounty.sc.gov)

Derek Gruner, University of South Carolina, AVP for Facilities Planning, Design and Construction (dgruner@fmc.sc.edu)

Exhibit A

Sidewalk	Wayne St	Calhoun St	Laurel St	\$3,668,828
Sidewalk	Wildwood Ave	Monticello Rd	Ridgewood Ave	\$254,449
Sidewalk	Wiley St	Superior St	Edisto Ave	\$170,896
Sidewalk	Windsor St	Two Hatch Rd	Belvidere Dr	\$187,942
Sidewalk	Shandon St	Rosewood Dr	Myward St	\$348,514
Sidewalk	Lower Richland Blvd	Rabbit Run Rd	Gardners Ferry Rd	\$249,077
Sidewalk	Harrison Road	Harrison Rd	Harrison Rd	\$600,000
Sidewalk	Noon	Ababads Road	Farmview Street	597,891
Sidewalk	Felham	Gile Creek Parkway	Gardners Ferry Road	\$346,274
Sidewalk	Pinehurst	Harrison Road	Forest Drive	\$1,849,872
Sidewalk	Prospect	Wynton Avenue	Yale	\$337,838
Sidewalk	Sunset	Elmhurst Road	River Drive	\$364,532
Sidewalk	Venues	Gardners Ferry Road	Warrwood Drive	\$171,502
Sidewalk	Veterans	Coachmakers Road	Coatsdale Road	\$45,515
Sidewalk	Perceval Road	Forest Dr	Decker Blvd	\$702,203
Sidewalk	Polo Rd (7)	Two Hatch Rd	Miller Hill Rd	\$0
Sidewalk	Bluff Rd (8)	Rosewood Dr	Belknap Blvd	\$0
Sidewalk	Atlas Rd (9)	Foots'n Lake Way	Gardners Ferry Rd	\$0
Sidewalk	Broad River Rd (10)	Royal Tower Rd	Woodrow St	\$0
Sidewalk	Broad River Rd (11)	Lake Murray Blvd	Waters Ln	\$0
Bikeways	Broad River Rd	Greystone Blvd	Broad River Bridge	\$370,811
Bikeways	Hardest St	Cerule St	Rosewood Dr	\$696,828
Bikeways	Scrabie St	Sewater St	Laurum St	\$483,572
Bikeways	Tranholm Rd	South of Dent Middle School	Decker Blvd	\$125,519
Bikeways	Two Hatch Rd	Belknap Blvd	Parklane Rd	\$2,435,018
Bikeways	Hampson St	Pickers St	Harden St	\$81,659
Bikeways	Pendleton St	Lincoln St	Marion St	\$31,680
Bikeways	Pickers St/Washington St/Wayne St	Hampson St (east)	Hampson St (east)	\$68,891
Bikeways	Sunber St	Washington St	Jensin St	\$19,306
Bikeways	Belknap Blvd/Olive St	Rosewood Dr	Chateau Dr	\$24,138
Bikeways	Belknap Blvd	Forest Dr	Valley Rd	\$1,101
Bikeways	Belknap Blvd/Colonial Dr/Farrow Rd	Harden St	Academy St	\$6,636
Bikeways	Columbia St/Troy St/Whaley St/Wilkins St	Church St	Blossom St	\$5,547
Bikeways	Academy Rd/Deerpark Rd/Heathwood Cr/Xibourne Rd/Rickabaker Rd/Sweetstar Rd	Blossom St	Fort Jackson Blvd	\$21,691
Bikeways	Crested St/Linwood Ave/Wayne St	Hampson St	Park St	\$12,094
Bikeways	Cherokee Rd/Duke Ave/River Dr	Main St	Maricello Rd	\$80,417
Bikeways	College St/Laurum St/Oak St/Taylor St	Greene St	Linwood Ave	\$16,811
Bikeways	Edgelfield St/Park St	Calhoun St	River Dr	\$16,464
Bikeways	Geneva St/Gardens St/Logood Ave/Page St/Servato St/Trenholm Rd/Wabster St	Milwood Ave	Belknap Blvd	\$23,513
Bikeways	Hayward St/Marion St/Superior St	Whaley St	Wiley St	\$9,748
Bikeways	Sunber St	Blossom St	Wheat St	\$276,972
Bikeways	Huger St/Lady St/Park St	Geneva St (east)	Geneva St (west)	\$7,295
Bikeways	Lincoln St	Blossom St	Lady St	\$487,105
Bikeways	Ott Rd	Jim Hamilton Blvd	Blossom St	\$17,872
Bikeways	Saluda Ave	Wilcox St	Greene St	\$3,934
Bikeways	Wheat St	Sunber St	Assembly St	\$133,189
Bikeways	Wheat St	Harden St	King St	\$4,351
Bikeways	Blossom St	Wilkins St	Huger St	\$41,564
Bikeways	Geneva St	250' west of Gist St	Gist St	\$17,276
Bikeways	Assembly St	Blossom St	Rosewood Dr	\$27,966
Bikeways	Edgelfield Blvd	Rosewood Dr	Devine St	\$28,547
Bikeways	Broad River Rd	North River Rd	Greystone Blvd	\$39,907
Bikeways	Calhoun St	Harbison Blvd	Bush River Rd	\$321,115
Bikeways	Decker Blvd/Parklane Rd/Two Hatch Rd	Wayne St	Harden St	\$48,282
Bikeways	Fort Jackson Blvd	Two Hatch Rd	Perceval Rd	\$223,658
Bikeways	Gardners Ferry Rd	Devine St	Geneva Rd	\$94,222
Bikeways	Geneva St	Rosewood Dr	True St	\$66,878
Bikeways	Greene St	Park St	Milwood Ave	\$81,371
Bikeways	Main St	Assembly St	250' west of Lincoln St	\$19,382
Bikeways	Oriskany St	Pendleton St	Whaley St	\$49,612
Bikeways	Rosewood Dr	Decker Blvd	Parklane Rd	\$85,875
Bikeways	Colonial Dr	Bluff Rd	Gardners Ferry Rd	\$211,179
Bikeways	Holt Dr/Superior St	Bluff St	Sights Ave	\$395,430
Bikeways	Leeburg Rd	Wiley St	Airport Blvd	\$493,564
Bikeways	Geneva St	Gardners Ferry Rd	Somerset Rd	\$63,362
Bikeways	Huger St	Gist St	Huger St	\$64,105
Bikeways	Shopp Rd	Blossom St	Geneva St	\$256,881
Bikeways	Blossom St	Bluff Rd Blvd	Pineview Dr	\$657,211
Bikeways	Duff St	Assembly St	Sunber St	\$86,881
Bikeways	Main St	Linwood Ave	Victoria St	\$20,218
Bikeways	Linwood Ave	Edgelfield Ave	Sweetl Dr	\$75,646
Bikeways	Main St	Wayne St	Proposed Greenway Connector	\$3,893
Bikeways	Durham Blvd	Calhoun St	Edgelfield Ave	\$1,625
Bikeways	Columbia Blvd	Broad River Rd	Lake Murray Blvd	\$116,138
Bikeways	Broad River Rd/Lake Murray Blvd	Lake Murray Blvd	Leighton County Line	\$713,199
Bikeways	Wynwood Rd	I-26	Harrison Blvd	\$14,287
Bikeways	Clemson Rd	Wingboro Rd	Main St	\$402,576
Bikeways	Clemson Rd	Longtown Rd	Brook Hollow Dr	\$1,095,106
Bikeways	Alpine Rd	Summit Pkwy	Perceval Rd	\$1,641,448
Bikeways	Polo Rd	Two Hatch Rd	Perceval Rd	\$1,896,102
Bikeways	Clemson Rd	Two Hatch Rd	640' south of Mt'let Hill Rd	\$1,075,851
Bikeways	Two Hatch Rd	Brook Hollow Dr	Summit Pkwy	\$116,481
Bikeways	Pickers St	Alpine Rd	Spear Creek Church Rd	\$363,804
Bikeways	College St	Washington St	Rosewood Dr	\$1,479,744
Bikeways	Assembly St	Lincoln St	Summit St	\$280,735
Bikeways	Greene St	Blossom St	Rosewood Dr	\$689,224
Bikeways	Bluff St/Henderson St/Rice St	Assembly St	Bluff St	\$273,274
Bikeways	Greene St	Wilcox St	Hayward St	\$5,981
Bikeways		Bluff St	Saluda Ave	\$359,251

Exhibit B

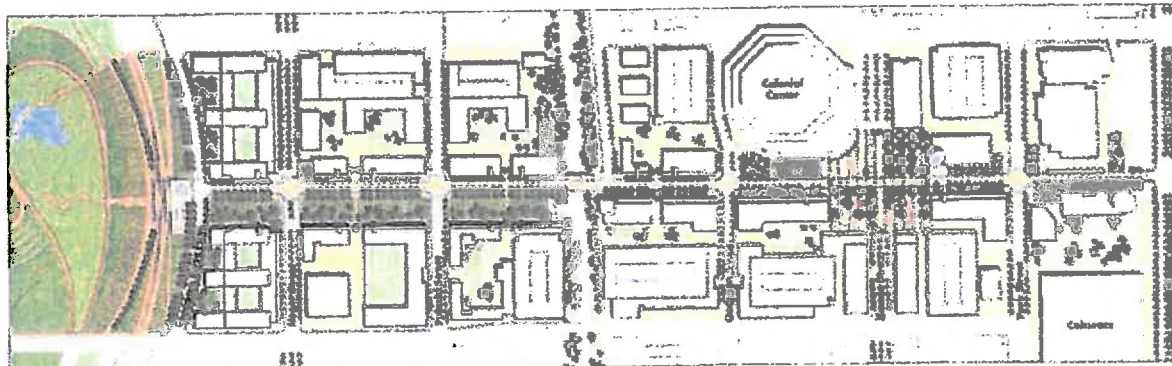


FIGURE 6.19: GREENE STREET CORRIDOR ILLUSTRATIVE PLAN

GREENE STREET CORRIDOR

The urban design concept for Greene Street is to create a pedestrian street in the European tradition as the primary link between the University and the Congaree Regional Waterfront Park, featuring a narrow right-of-way framed by street-fronted buildings whose ground floors present active commercial uses to the street.

A right-of-way of eighty feet is proposed for Greene Street, with two nine-foot travel lanes for vehicles, five-foot dedicated bicycle lanes, and the remainder of the right-of-way dedicated to broad sidewalks. Sidewalk widths vary from eighteen feet wide on the north side of Greene Street to thirty feet wide on the south side. An eighteen-foot wide zone on the south side provides space for seating areas and the extension of sidewalk cafés.

A seventy-foot wide platform is proposed to bridge the rail lines carrying vehicles and pedestrians along Greene Street toward the waterfront park. One of the crossing's distinguishing features is that it is designed as a raised fill platform rather than a typical bridge in order to carry the Greene Street design concept seamlessly across the railroad cut.

In order to embrace the Sculpture Park, the right-of-way widens to 170 feet between the rail line and the Congaree River Parkway. The terminus of Greene Street at the Congaree Regional Waterfront Park is celebrated with a grand fountain and broad terrace overlooking the park below. Spatially, the Greene Street cross-section calls for street fronted buildings at

a "build to" line on the right-of-way, with a minimum height of four stories, and building mass setbacks of eight feet at a parapet line of forty-five feet above sidewalk level.

Plans at Foundation Square and the Greene Street park overlook illustrate the development parcels, ground floor use and parking location, and building envelope and massing.

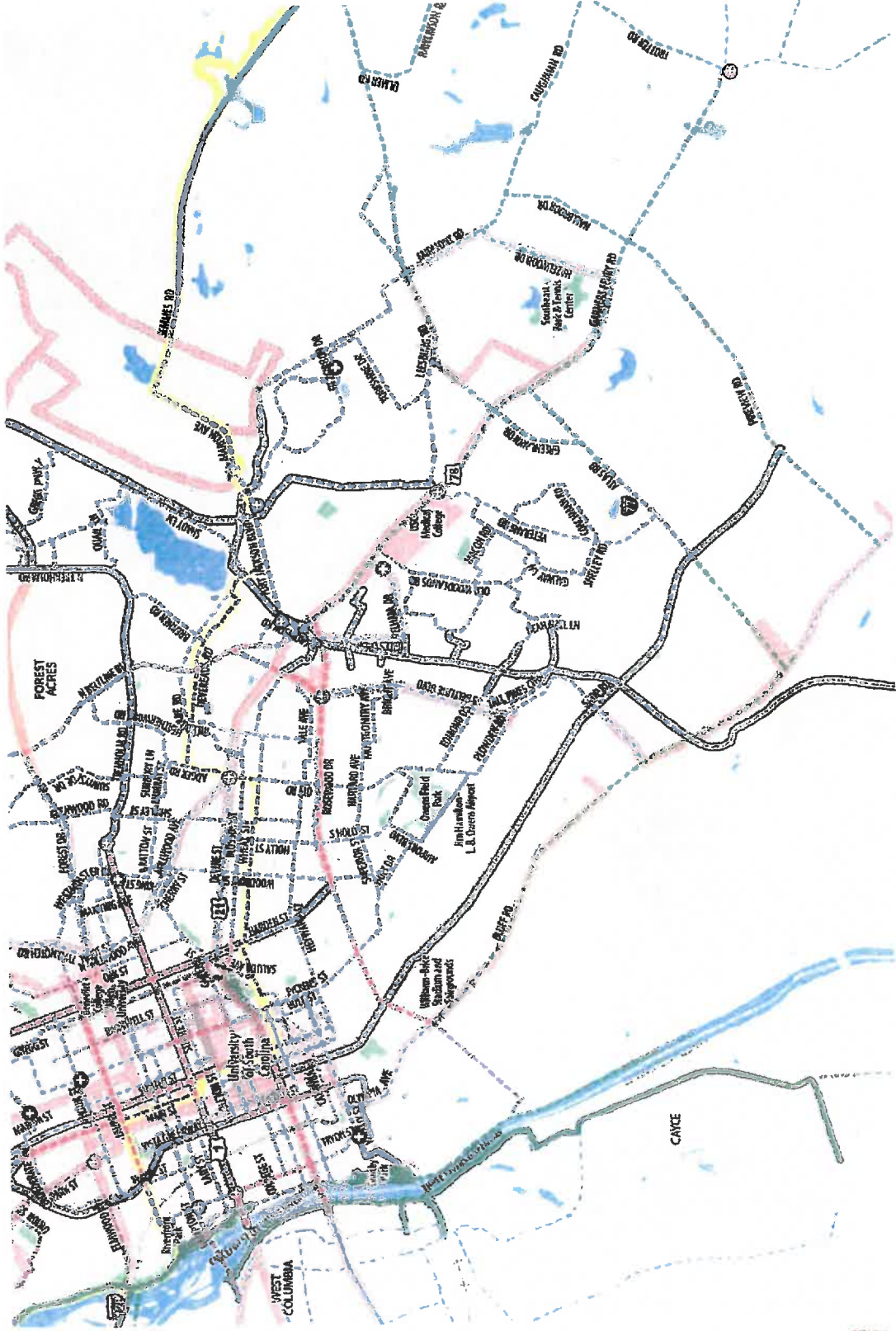
At Foundation Square, mixed-use/retail/restaurant is called for on the Greene Street and Lincoln Street frontages, with interior parking structures wrapped with mixed-use. Building massing calls for a minimum for four floors with a parapet setback of forty-five feet for higher buildings. Higher buildings are sought in Foundation Square on the south side of Greene Street and Lincoln Street, and opposite the Colonial Center. While a variety of building massing can be achieved within the building envelopes, articulation of the corner façades is sought for buildings facing the square.

Development parcels overlooking the waterfront park at the intersection of Congaree River Parkway have exceptional value. It is anticipated that the predominant use will be residential with some supporting retail uses at the Greene Street intersection. The building envelopes illustrate an articulated building mass with step back provisions and locations for high-rise buildings.

Exhibit C



FIGURE 33 - COLUMBIA BICYCLE NETWORK AND SPOT RECOMMENDATIONS (SOUTHWEST)



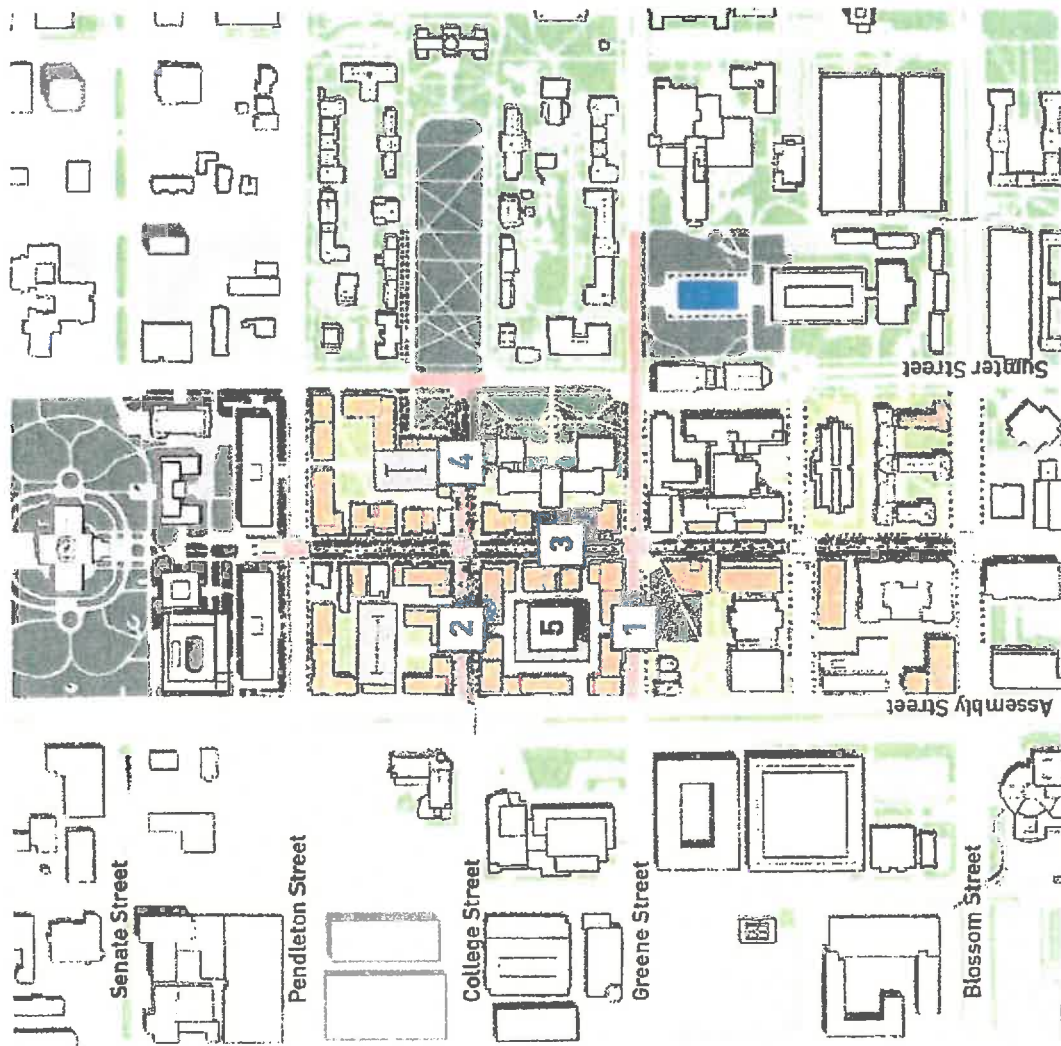
Proposed Bicycle Infrastructure ~Southwest~

- Proposed Bikeways**
 - Skatepath or Greenway
 - Cycle Track(s)
 - Buffered Bike Lanes
 - Bike Lanes/ Paved Shoulders
 - Bike Boulevard/ Bike Router/ Shared Lane Markings
- Existing Bikeways**
 - Primary All Ages and Abilities Routes
- Other Proposed Improvements**
 - Bicycle/Pedestrian Curb/Cutthrough
 - Intersection Improvements
 - Half Street
 - Proposed On-Road Bikeway (Other Jurisdiction)
 - Proposed Sidewalk or Greenway (Other Jurisdiction)
- Legend**
 - Existing Pathways Trail
 - Palmetto Trail Gap Option
 - COMST Route
 - USC Shuttle Route
 - Commuter Rail Line (Proposed)
 - Other Rail Line
 - Park
 - College
 - City of Columbia Limits
 - Potential Future
 - Amusement Areas
 - Other Jurisdiction
 - Water Body

Scale: 0.5, 1, 1.5 Miles

Map prepared by the City of Columbia, South Carolina, in cooperation with the South Carolina Department of Transportation. Date of publication: 2011.

Exhibit D



1 Within Innovista, Greene Street is designed as a pedestrian-primary street. The South Main Capital District Area Plan extends this design concept across Assembly Street into the District. More broadly, Greene Street connects the Congaree River, Innovista, University Hill, Five Points, and neighborhoods to the east.

2 The plan proposes College Street as a low-speed shared street featuring a transit plaza and pedestrian promenade linking the USC Horseshoe to Innovista.

3 The plan envisions significant renovation of South Main Street, including reduction of vehicular travel lanes and transfer of the vehicular travel space to pedestrian and bicycle use.

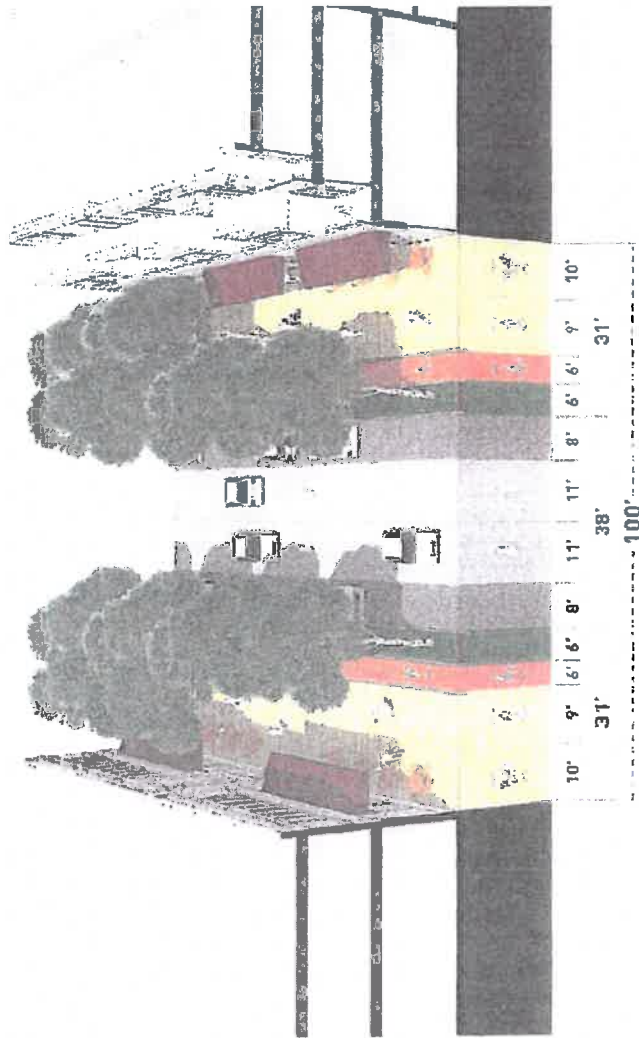
4 The plan envisions development of a transit hub on College Street to improve the use and efficiency of the transit system.

5 Public and private parking structures located within the central areas of blocks will replace the extensive surface parking in the District.

The plan envisions significant transportation and parking improvements in the District.

Exhibit E

South Main Street: Proposed Streetscape Concept Between Pendleton and College Streets



- Frontage Zone
- Sidewalk
- Bike Lane
- Planted Zone
- Street Parking
- Travel Lane



Exhibit F

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

AMENDMENTS

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

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

ADJUSTMENTS

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

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

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

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

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

Exhibit G



Definition and Weighting of Criteria for Prioritization of Transportation Penny Projects:

Bikeway and Sidewalk Point System and Prioritization

The bikeway and sidewalk ranking and validation process was carried out primarily within a GIS environment, data collected from local agencies, as well as by field observations to confirm existing conditions. The respective weights of each criterion were determined and refined with input from Richland County Council Transportation Ad Hoc Committee, the County Transportation Director and analysis of other recent and comparable programs in the region. Projects that will be built as part of a road widening were not prioritized, but were included for validation and confirmation.

To optimize flexibility and grouping variety, projects were prioritized into a high, medium or low category based on culminated point totals. The augmented point system for all criteria is as follows:

20 points – Existing concept plans or designs for the project are in position or are under development. Up to 20 points were given to a project that had a completed master plan document and/or was ready for construction commencement.

25 points - Connectivity to existing public trails, greenways and public lands such as national, state or county parks. Connectivity offers more public use and enables a single project to link to a broader local or regional network of new or existing infrastructure.

2 points - Acquisition, construction and maintenance costs based on updated route and design information. Projects that had undergone a re-assessment of unit costs, professional design fees, construction engineering inspection costs, utility relocation cost assumptions, right-of-way cost assumptions and contingency factors received 2 points. Costs were compared against recent SCDOT standards and local construction cost factors. To ensure all projects were considered objectively and equitably, these criteria were not given high maximum points.

20 points – Connectivity to schools within a ¼ mile or less. Up to 20 points were awarded for this criteria.

10 points – Connectivity to major business centers within a ¼ mile or less. Up to 10 points were given for this criteria.

10 points – Connectivity to a transit facility (bus station, bus route or bus stop) within ¼ mile or less. Up to 10 points were given to a project that meets these criteria.

15 points – No (or partial) existing sidewalk or bikeway exists. Up to 15 points were given to a project that meets this criteria.

A total of up to 102 points is the maximum achievable score, however, no sidewalk or bikeway exceeded 82 points. Total points were used to determine priority level.

Prioritization levels:

- 82 to 68 – High priority
- 67 to 56 – Medium priority
- 55 to 0 – Low priority

Exhibit H

**SOUTH
MAIN
STREET**

ASSEMBLY STREET

S. MAIN STREET

SUMNER STREET

SC STATE HOUSE

PENDLETON STREET

COLLEGE STREET

GREENE STREET

DEVINE STREET

BLOSSOM STREET

PENDLETON STREET:
PLANNED STREET SECURITY,
SAFETY AND BEAUTIFICATION
PROJECT BY THE STATE OF SOUTH
CAROLINA IN CONJUNCTION
WITH THE SOUTH MAIN STREET
DEVELOPMENT.

COLLEGE STREET:
PLANNED FOR A CENTRAL
MULTI-MODAL TRANSPORTATION
HUB FOR THE CITY'S INNOVISTA
DISTRICT AND THE USC CAMPUS.
CITY SHARED BICYCLE STATION.

GREENE STREET:
THE MAIN EAST /WEST BICYCLE
CORRIDOR AS PLANNED IN THE
CITY'S INNOVISTA DISTRICT AND
USC MASTERPLAN.

DEVINE STREET:
UNIVERSITY OF SOUTH
CAROLINA'S MAIN LIFE SCIENCE
ACADEMIC HUB. PEDESTRIAN
SAFETY AND STREET
ENHANCEMENTS AS PART OF THE
SOUTH MAIN STREET PROJECT.





John Thompson, Ph.D, MBA, CPM
Director of Transportation
Richland County
2000 Hampton Street
Suite 3014
Columbia, SC 29204

June 5, 2018

Dear Dr. Thompson,

The purpose of this letter is to memorialize our conversation that Richland County will remit to The COMET remit **\$5,291,002.09**, as shown in the attached documents based on amounts since inception of the Transportation Penny on November 6, 2012, plus 3% interest as part of the 4th quarter payment being remitted to The COMET.

Additionally, per our discussion, Richland County will remit the actual amounts received each quarter, plus the associated 3% interest, even if the amount exceeds what was budgeted in the Richland County Biannual Budget. The COMET will be responsible for the strategic planning of these funds, should The COMET receive more revenues than anticipated in the original intent of the Transportation Penny.

Please remit these funds as part of the 4th quarter payment that is due to The COMET and that the revised distribution will take effect as part of the 4th quarter payment.

Thank you for your consideration of this request and the discussion. If you have any questions, please feel free to contact me at (803) 255-7087 or email me at john.andoh@catchthecomet.org.

Sincerely,

John Andoh
Executive Director/CEO

cc: Rosalyn Andrews, Director of Finance/Chief Financial Officer
Andy Smith, Treasurer
Joyce Dickenson, Chair

Central Midlands Regional Transit Authority
3613 Lucius Road, Columbia, SC 29201
P 803 255 7133
F 803 255 7113
CATCHTHECOMET.ORG
info@catchthecomet.org

John Andoh, CCTM, CPM Executive Director/CEO
Joyce Dickenson, Chair
Ron Anderson, Vice Chair
Lill Mood, Secretary
Andy Smith, Treasurer
Board Members: Jacqueline Bouliware, John Furgess,
Caryl Gleanon, Leon Howard, Derrick Huggins, Roger Leaks,
Robert Morris, Skip Jenkins, Debbie Summers



Invoice

CENTRAL MIDLANDS TRANSIT/The COMET
3613 Luclus Rd
Columbia, SC 29201
(803) 255-7135

Invoice Number: 0008559-IN

Invoice Date: 5/30/2018

Richland County Government
Attn: Director of
Transportation
P. O. Box 192
Columbia, SC 29202

Customer Number: 06-0000099

Customer P.O.: Retro Bill

Contact:

Terms: Net 30 Days

Item Code	Description	UM	Quantity	Price	Amount
	Total collections for Richland County since incept				
	Less: 3% admin fee (\$8,589,214.60)				
	Payable to CMRTA: \$277,717,938.61				
	29% of payable = \$80,538,202.20				
	Total collected by CMRTA = \$75,478,162.24				
1% SALES TAX	variance in collections				5,060,039.96
Due CMRTA:					
1% SALES TAX	portion of interest				230,962.13
Due CMRTA:					

Subtotal: 5,291,002.09

Invoice Total: \$5,291,002.09

State Treasurer's Office
 Transportation Facility Local Option Sales Tax
 1040 - Richland County

Tax Imposed on November 6, 2012 (Maximum time specified for the imposition of the tax is twenty-five years)
 Maximum Proceeds of the tax - \$1,070,000,000

Summary from Prior Fiscal Years Since Inception

4/12/18

Collections Since Inception Brought Forward From Prior Fiscal Year	237,477,958.92
Interest Revenue Since Inception Brought Forward From Prior Fiscal Year	669,440.46
TOTAL	238,147,399.38
Distributions Since Inception Brought Forward From Prior Fiscal Year	238,147,399.38

Fiscal Year 2018

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Fiscal Year-to-Date
Collections	15,971,987.97	16,233,770.46	16,823,535.86	0.00	48,829,194.29
Interest	44,214.18	54,152.77	53,216.33	0.00	151,612.26
Distributions	16,016,132.13	16,287,923.23	16,676,751.18	0.00	48,980,806.56

Summary Since Inception Including This Fiscal Year

Collections Since Inception Including This Fiscal Year	286,307,153.21
Interest Revenue Since Inception Including This Fiscal Year	821,052.72
TOTAL	287,128,205.93
Distributions Since Inception Including This Fiscal Year	287,128,205.93

Central Midlands Regional Transit Authority
Transportation Sales Tax

Year	Month	Quarter	Balance Forward	Current Period	CRTRA Period 25% of (B) Retention	CRTRA Amount Retained	Payment Method	CRTRA 4th Quarter	Period	Amount	Due	CRTRA	Payment	CRTRA
2013	12	4	1,284,438.53	24,714.79	1,219,723.74	338,546.19	CRTRA	9,613.00	9,613.00	0.00	0.00	November 13, 2013	Nov-13/Jan-13	
2014	1	1	1,311,477.58	29,867.72	1,281,609.86	364,174.72	CRTRA	6,521.90	6,521.90	0.00	0.00	February 7, 2014	Feb-13/Jan-13	
2014	2	2	1,348,727.58	34,924.76	1,313,802.82	389,799.58	CRTRA	10,233.06	10,233.06	0.00	0.00	May 3, 2014	May-13/Jan-13	
2014	3	3	1,386,977.58	40,000.00	1,346,977.58	415,424.58	CRTRA	14,044.60	14,044.60	0.00	0.00	August 1, 2014	Aug-13/Jan-13	
2014	4	4	1,425,227.58	45,075.24	1,380,152.34	441,050.52	CRTRA	17,856.14	17,856.14	0.00	0.00	October 1, 2014	Oct-13/Jan-13	
2015	1	1	1,463,477.58	50,150.48	1,413,327.10	466,676.50	CRTRA	21,667.68	21,667.68	0.00	0.00	December 2, 2014	Dec-13/Jan-13	
2015	2	2	1,501,727.58	55,225.72	1,446,501.86	492,302.48	CRTRA	25,479.22	25,479.22	0.00	0.00	February 26, 2015	Feb-14/Jan-13	
2015	3	3	1,540,000.00	60,300.96	1,479,699.04	517,928.46	CRTRA	29,290.76	29,290.76	0.00	0.00	May 11, 2015	May-14/Jan-13	
2015	4	4	1,578,250.00	65,376.20	1,513,876.20	543,554.44	CRTRA	33,102.30	33,102.30	0.00	0.00	August 11, 2015	Aug-14/Jan-13	
2016	1	1	1,616,500.00	70,451.44	1,546,048.56	569,180.42	CRTRA	36,913.84	36,913.84	0.00	0.00	October 12, 2015	Oct-14/Jan-13	
2016	2	2	1,654,750.00	75,526.68	1,579,223.32	594,806.40	CRTRA	40,725.38	40,725.38	0.00	0.00	November 10, 2015	Nov-14/Jan-13	
2016	3	3	1,693,000.00	80,601.92	1,612,398.08	620,432.38	CRTRA	44,536.92	44,536.92	0.00	0.00	March 1, 2016	Mar-15/Jan-13	
2016	4	4	1,731,250.00	85,677.16	1,645,572.84	646,058.36	CRTRA	48,348.46	48,348.46	0.00	0.00	May 17, 2016	May-15/Jan-13	
2017	1	1	1,769,500.00	90,752.40	1,678,747.60	671,684.34	CRTRA	52,159.00	52,159.00	0.00	0.00	August 1, 2016	Aug-15/Jan-13	
2017	2	2	1,807,750.00	95,827.64	1,711,922.36	697,310.32	CRTRA	55,969.54	55,969.54	0.00	0.00	October 1, 2016	Oct-15/Jan-13	
2017	3	3	1,846,000.00	100,902.88	1,745,097.12	722,936.30	CRTRA	59,780.08	59,780.08	0.00	0.00	December 1, 2016	Dec-15/Jan-13	
2017	4	4	1,884,250.00	105,978.12	1,778,271.88	748,562.28	CRTRA	63,590.62	63,590.62	0.00	0.00	February 1, 2017	Feb-16/Jan-13	
2018	1	1	1,922,500.00	111,053.36	1,811,446.64	774,188.26	CRTRA	67,401.16	67,401.16	0.00	0.00	March 31, 2017	Mar-16/Jan-13	
2018	2	2	1,960,750.00	116,128.60	1,844,621.40	800,814.24	CRTRA	71,211.70	71,211.70	0.00	0.00	May 8, 2017	May-16/Jan-13	
2018	3	3	2,000,000.00	121,203.84	1,881,796.16	827,440.22	CRTRA	75,022.24	75,022.24	0.00	0.00	August 8, 2017	Aug-16/Jan-13	
2018	4	4	2,040,250.00	126,279.08	1,918,971.92	854,066.20	CRTRA	78,832.78	78,832.78	0.00	0.00	October 1, 2017	Oct-16/Jan-13	
2019	1	1	2,080,500.00	131,354.32	1,949,145.68	880,692.18	CRTRA	82,643.32	82,643.32	0.00	0.00	November 30, 2017	Nov-16/Jan-13	
2019	2	2	2,120,750.00	136,429.56	1,985,320.44	907,318.16	CRTRA	86,453.86	86,453.86	0.00	0.00	February 29, 2018	Feb-17/Jan-13	
2019	3	3	2,161,000.00	141,504.80	2,022,504.80	933,944.14	CRTRA	90,264.40	90,264.40	0.00	0.00	May 4, 2018	May-17/Jan-13	
2019	4	4	2,201,250.00	146,580.04	2,059,674.96	960,570.12	CRTRA	94,074.96	94,074.96	0.00	0.00	February 1, 2018	Feb-17/Jan-13	
2020	1	1	2,241,500.00	151,655.28	2,096,849.72	987,196.10	CRTRA	97,885.50	97,885.50	0.00	0.00	March 18, 2018	Mar-17/Jan-13	
2020	2	2	2,281,750.00	156,730.52	2,133,480.52	1,013,822.08	CRTRA	101,696.04	101,696.04	0.00	0.00	May 16, 2018	May-17/Jan-13	
2020	3	3	2,322,000.00	161,805.76	2,170,195.24	1,040,448.06	CRTRA	105,506.58	105,506.58	0.00	0.00	August 14, 2018	Aug-17/Jan-13	
2020	4	4	2,362,250.00	166,881.00	2,206,371.00	1,067,074.04	CRTRA	109,317.12	109,317.12	0.00	0.00	October 11, 2018	Oct-17/Jan-13	
2021	1	1	2,402,500.00	171,956.24	2,242,556.24	1,093,700.02	CRTRA	113,127.66	113,127.66	0.00	0.00	November 19, 2018	Nov-17/Jan-13	
2021	2	2	2,442,750.00	177,031.48	2,280,721.52	1,120,326.00	CRTRA	116,938.20	116,938.20	0.00	0.00	February 1, 2019	Feb-18/Jan-13	
2021	3	3	2,483,000.00	182,106.72	2,318,898.24	1,146,951.98	CRTRA	120,748.74	120,748.74	0.00	0.00	April 17, 2019	Apr-18/Jan-13	
2021	4	4	2,523,250.00	187,181.96	2,357,074.96	1,173,576.96	CRTRA	124,559.28	124,559.28	0.00	0.00	June 17, 2019	Jun-18/Jan-13	
2022	1	1	2,563,500.00	192,257.20	2,395,251.72	1,200,201.94	CRTRA	128,369.82	128,369.82	0.00	0.00	August 13, 2019	Aug-18/Jan-13	
2022	2	2	2,603,750.00	197,332.44	2,433,424.44	1,226,826.92	CRTRA	132,180.36	132,180.36	0.00	0.00	October 11, 2019	Oct-18/Jan-13	
2022	3	3	2,644,000.00	202,407.68	2,471,597.12	1,253,451.90	CRTRA	136,000.90	136,000.90	0.00	0.00	December 9, 2019	Dec-18/Jan-13	
2022	4	4	2,684,250.00	207,482.92	2,509,770.08	1,280,076.88	CRTRA	139,821.44	139,821.44	0.00	0.00	February 7, 2020	Feb-19/Jan-13	
2023	1	1	2,724,500.00	212,558.16	2,547,943.84	1,306,701.86	CRTRA	143,641.98	143,641.98	0.00	0.00	March 17, 2020	Mar-19/Jan-13	
2023	2	2	2,764,750.00	217,633.40	2,586,117.40	1,333,326.84	CRTRA	147,462.52	147,462.52	0.00	0.00	May 14, 2020	May-19/Jan-13	
2023	3	3	2,805,000.00	222,708.64	2,624,291.36	1,360,951.82	CRTRA	151,283.06	151,283.06	0.00	0.00	August 9, 2020	Aug-19/Jan-13	
2023	4	4	2,845,250.00	227,783.88	2,662,465.24	1,388,576.80	CRTRA	155,103.60	155,103.60	0.00	0.00	October 7, 2020	Oct-19/Jan-13	
2024	1	1	2,885,500.00	232,859.12	2,700,639.12	1,416,201.78	CRTRA	158,924.14	158,924.14	0.00	0.00	November 25, 2020	Nov-19/Jan-13	
2024	2	2	2,925,750.00	237,934.36	2,738,813.64	1,443,826.76	CRTRA	162,744.68	162,744.68	0.00	0.00	February 23, 2021	Feb-20/Jan-13	
2024	3	3	2,966,000.00	243,009.60	2,776,988.16	1,471,451.74	CRTRA	166,565.22	166,565.22	0.00	0.00	May 17, 2021	May-20/Jan-13	
2024	4	4	3,006,250.00	248,084.84	2,815,162.84	1,499,076.72	CRTRA	170,385.76	170,385.76	0.00	0.00	August 13, 2021	Aug-20/Jan-13	
2025	1	1	3,046,500.00	253,160.08	2,853,337.32	1,526,701.70	CRTRA	174,206.30	174,206.30	0.00	0.00	October 11, 2021	Oct-20/Jan-13	
2025	2	2	3,086,750.00	258,235.32	2,891,512.64	1,554,326.68	CRTRA	178,026.84	178,026.84	0.00	0.00	December 9, 2021	Dec-20/Jan-13	
2025	3	3	3,127,000.00	263,310.56	2,929,688.00	1,581,951.66	CRTRA	181,847.38	181,847.38	0.00	0.00	February 7, 2022	Feb-21/Jan-13	
2025	4	4	3,167,250.00	268,385.80	2,967,863.36	1,609,576.64	CRTRA	185,667.92	185,667.92	0.00	0.00	March 17, 2022	Mar-21/Jan-13	
2026	1	1	3,207,500.00	273,461.04	3,006,038.72	1,637,201.62	CRTRA	189,488.46	189,488.46	0.00	0.00	May 14, 2022	May-21/Jan-13	
2026	2	2	3,247,750.00	278,536.28	3,044,214.08	1,664,826.60	CRTRA	193,308.00	193,308.00	0.00	0.00	August 9, 2022	Aug-21/Jan-13	
2026	3	3	3,288,000.00	283,611.52	3,082,389.52	1,692,451.58	CRTRA	197,128.54	197,128.54	0.00	0.00	October 7, 2022	Oct-21/Jan-13	
2026	4	4	3,328,250.00	288,686.76	3,120,564.96	1,720,076.56	CRTRA	200,949.08	200,949.08	0.00	0.00	December 25, 2022	Dec-21/Jan-13	
2027	1	1	3,368,500.00	293,762.00	3,158,740.40	1,747,701.54	CRTRA	204,769.62	204,769.62	0.00	0.00	February 23, 2023	Feb-22/Jan-13	
2027	2	2	3,408,750.00	298,837.24	3,196,915.84	1,775,326.52	CRTRA	208,590.16	208,590.16	0.00	0.00	May 17, 2023	May-22/Jan-13	
2027	3	3	3,449,000.00	303,912.48	3,235,091.28	1,802,951.50	CRTRA	212,410.70	212,410.70	0.00	0.00	August 13, 2023	Aug-22/Jan-13	
2027	4	4	3,489,250.00	308,987.72	3,273,266.72	1,830,576.48	CRTRA	216,231.24	216,231.24	0.00	0.00	October 11, 2023	Oct-22/Jan-13	
2028	1	1	3,529,500.00	314,062.96	3,311,442.16	1,858,201.46	CRTRA	220,051.78	220,051.78	0.00	0.00	December 9, 2023	Dec-22/Jan-13	
2028	2	2	3,569,750.00	319,138.20	3,349,617.60	1,885,826.44	CRTRA	223,872.32	223,872.32	0.00	0.00	February 7, 2024	Feb-23/Jan-13	
2028	3	3	3,609,000.00	324,213.44	3,387,793.04	1,913,451.42	CRTRA	227,692.86	227,692.86	0.00	0.00	May 17, 2024	May-23/Jan-13	
2028	4	4	3,649,250.00	329,288.68	3,425,968.48	1,941,076.40	CRTRA	231,513.40	231,513.40	0.00	0.00	August 13, 2024	Aug-23/Jan-13	
2029	1	1	3,689,500.00	334,363.92	3,464,143.92	1,968,701.38	CRTRA	235,333.94	235,333.94	0.00	0.00	October 11, 2024	Oct-23/Jan-13	
2029	2	2	3,729,750.00	339,439.16	3,502,319.36	1,996,326.36	CRTRA	239,154.48	239,154.48	0.00	0.00	December 9, 2024	Dec-23/Jan-13	
2029	3	3	3,769,000.00	344,514.40	3,540,494.80	2,023,951.34	CRTRA	242,975.02	242,975.02	0.00	0.00	February 7, 2025	Feb-24/Jan-13	
2029														

Memorandum of Understanding Between Richland County and Central Midlands Regional Transit Authority Regarding Distribution of Transportation Penny Funding

This Memorandum of Understanding (this "Memorandum") dated _____, 2018, between Richland County (the "County") and Central Midlands Regional Transit Authority (The "COMET") memorializes the distribution of Transportation Penny funding as defined in Section 5.01 of the Intergovernmental Agreement Related To The Central Midlands Regional Transit Authority dated July 2, 2013 (the "IGA").

The parties to this Memorandum agree to the following regarding the distribution of Transportation Penny funding:

1. Pursuant to the terms of Section 5.01 of the IGA, Richland County shall provide to the COMET the appropriate percentage (28.13%) of the actual revenues received from the State Treasurer, even if such amounts exceed or are less than budgeted amounts.
2. In addition to the amount stated above, Richland County shall also include in its quarterly payments the appropriate percentage (28.13%) of the interest that is paid to the County by the State Treasurer.
3. The COMET will be responsible for the strategic planning of these funds, should The COMET receive revenues more quickly than anticipated in the original planning of the Transportation Penny.
4. The County shall pay to The COMET the difference between the actual revenues received by the County and the amounts previously paid to the Comet from July 1, 2013 to April 12, 2018, which totals \$5,060,039.96.
5. The County shall pay to The COMET 28.13% of actual interest paid by the State Treasurer to County, for the period July 1, 2013 to April 12, 2018, which totals \$230,962.13.
6. The payments referenced in numbers 1 and 2 above shall become effective with the payment for the first quarter of fiscal year 2018-2019. The payments referenced in numbers 4 and 5 above shall be made by the County from the distribution it receives from the State Treasurer for the first quarter of fiscal year 2018-2019. The amounts to be paid pursuant to numbers 4 and 5 above shall be adjusted upwards as necessary to reflect amounts becoming due between April 12, 2018, and the actual date of the payment.

Except as otherwise provided in this Memorandum, the Intergovernmental Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused this Memorandum to be signed and delivered by a duly authorized officer, all as of the date first above written.

Central Midlands Regional Transit Authority

Name: John Andoh
Title: Executive Director/CEO

Richland County

Name:
Title:

From: "Foster, Laura" <LFoster@MCNAIR.NET> on behalf of "Heizer, Frannie" <FHeizer@MCNAIR.NET>
Date: Thursday, June 7, 2018 at 1:48 PM
To: STACEY HAMM <HAMM.STACEY@richlandcountysc.gov>
Cc: LARRY SMITH <SMITH.LARRY@richlandcountysc.gov>, John Andoh <john.andoh@catchthecomet.org>, Chuck Statler <CStatler@dsscpa.com>, "Heizer, Frannie" <FHeizer@MCNAIR.NET>
Subject: Distribution of Penny Revenue

From Frannie:

The question of exactly how much the CMRTA should receive on an annual basis and the components of those payments have been discussion items for a number of years. Unfortunately, no real consensus has been reached and there is no specific guidance in either the statute authorizing the transportation penny or the original penny ordinance. The IGA which is the written agreement between the CMRTA, the County and other parties in Section 5.01 provides: "The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny." The CMRTA's position is that the "available proceeds" consist of the actual revenue, which includes interest paid by the State Treasurer, minus the 3% administrative fee.

It is my understanding that during the first year or so of receiving the penny revenue, the amounts distributed to the CMRTA were consistent with the above. There were discussions off and on with Daniel Driggers regarding how the penny should be distributed, but, as I said, no real decision was ever made.

I understand that there has been a request for representatives of the County to attend the CMRTA's Finance Committee meeting. I think that such a meeting would be an excellent opportunity to discuss these issues and reach a consensus. If you have any other questions, please let me know. Thanks.



Laura A. Foster PLS
Paralegal to Francenia B. Heizer
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**INTERGOVERNMENTAL AGREEMENT
RELATING TO
CENTRAL MIDLANDS REGIONAL TRANSIT AUTHORITY**

*Richland County, South Carolina
City of Columbia, South Carolina
City of Forest Acres, South Carolina
Lexington County, South Carolina
The Central Midlands Regional Transit Authority*

This agreement (this "Agreement") is made and entered into as of July 2, 2013, by and among Richland County, South Carolina ("Richland County"), a body politic and corporate with such government rights, privileges, and liabilities as other counties possess under the provisions of the general laws of the State of South Carolina (the "State"); the City of Columbia (the "City of Columbia"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; the City of Forest Acres (the "City of Forest Acres"), a body politic and corporate with such government rights, privileges, and liabilities as other municipalities possess under the provisions of the general laws of the State; Lexington County, South Carolina ("Lexington County"), a body politic and corporate with such government rights, privileges and liabilities as other counties possess under the provisions of the general laws of the State; and the Central Midlands Regional Transit Authority (the "CMRTA"), a regional transportation authority created and existing pursuant to South Carolina Code Section 58-25-10, *et seq.*, which has as its members Richland County, the City of Columbia, the City of Forest Acres and Lexington County.

WITNESSETH:

WHEREAS, the initial funding for the operation of the CMRTA, which was established in 2002, was provided from a number of sources, including funds from South Carolina Electric & Gas Co. ("SCE&G"), a subsidiary of SCANA Corporation, payments from the City of Columbia pursuant to an Agreement dated October 16, 2002, federal funds, and farebox revenues; and

WHEREAS, beginning in 2006, funding from SCE&G was decreased and in October 2009, the CMRTA received its final payment from SCE&G; and

WHEREAS, beginning in 2006, and continuing through June 30, 2013, funding for the CMTA from Richland County, the City of Columbia and Lexington County has been provided pursuant to the terms of an Agreement between the CMRTA and City of Columbia dated October 16, 2002, a Memorandum of Understanding and a series of Intergovernmental Agreements.

WHEREAS, as a result of a successful Referendum held in Richland County on November 6, 2012, the CMRTA will have a dedicated source of revenue for the continued operation of mass transit services including implementation of near, mid and long-term service improvements in the maximum amount of \$300,991,000 to be provided over not to exceed 22 years, which amount is approximately 29% of the available proceeds of a sales and use tax collected in Richland County beginning May 1, 2013.

WHEREAS, the parties to the Agreement now desire to establish the terms and conditions upon which the CMRTA shall receive and utilize its funding to provide a highly effective public transit system within Richland County and portions of Lexington County.

WHEREAS, Article VIII, Section 13 of the Constitution of the State provides that any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the financing of the costs thereof; and

WHEREAS, by appropriate legislative enactment of Columbia City Council, Richland County Council, Forest Acres City Council, Lexington County Council and the CMRTA, the parties have authorized the execution and delivery of this Agreement by its Richland County Council Chairman, Mayor of the City of Columbia, Mayor of the City of Forest Acres, Lexington County Council Chairman, and Board Chairman of the CMRTA, respectively;

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

SECTION 1

DEFINITIONS

1.01 Definitions. The terms defined in this Section shall for all purposes of this Agreement have the meanings herein specified. The term:

“2002 Agreement” shall mean the Agreement between the CMRTA and the City dated October 16, 2002.

“Board” shall mean Board of Directors of the CMRTA.

“City of Columbia” shall mean the City of Columbia, South Carolina.

“City of Forest Acres” shall mean the City of Forest Acres, South Carolina.

“Columbia City Council” shall mean the City Council of the City of Columbia, South Carolina.

“CMRTA” shall mean the Central Midlands Regional Transit Authority.

“Council” or “Councils” shall mean Richland County Council and Lexington County Council.

“County” or “Counties” shall mean Richland County and Lexington County.

“Enabling Act” shall mean the Regional Transportation Authority Law codified at Section 58-25-10 et seq. of the Code of Laws of South Carolina, 1976, as amended.

“Forest Acres City Council” shall mean the City Council of the City of Forest Acres, South Carolina.

“Lease Agreement” shall mean the Lease Agreement by and between the City of Columbia and the CMRTA relating to the transfer center located on Sumter Street and bus shelter located on Assembly Street, Columbia, South Carolina.

“Lexington County” shall mean Lexington County, South Carolina.

“Lexington County Council” shall mean the County Council of Lexington County.

“Plan of Service” shall mean the Transit Services provided in the Service Area.

“Richland County” shall mean Richland County, South Carolina.

“Richland County Council” shall mean the County Council of Richland County.

“Rural Transit Services” shall mean administrative, technical, operational and/or contractual support for the operation of transit services in the non-urbanized areas of Richland County as contemplated by Federal

Transit Administration Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas.

“Service Area” shall mean the geographic area in which the CMRTA is currently providing Transit Services, as such Service Area as may be amended from time to time.

“Service and Performance Standards” shall mean the objective criteria to be established by the Board including but not limited to fare box recovery ratios, passengers per hour, and passengers per mile, which shall be used to evaluate performance of individual components of the Transit Services.

“State” shall mean the State of South Carolina.

“Transit Services” shall include but not limited to: (i) fixed route; (ii) ADA Complementary Paratransit Service (Dial-A-Ride-Transit); (iii) shuttle/circulator service; (iv) neighborhood collector service; (v) service in rural areas; (vi) ancillary and related services and amenities, including transfer centers, bus shelters, signage, etc.; and (vii) other services including but not limited to charters, contracted social services, express buses; park and ride, light rail, as shall be determined by the CMRTA Board.

“Transportation Penny” means the one percent (1%) sales and use tax imposed in Richland County and collected beginning May 1, 2013. Available proceeds of the Transportation Penny is the amount of sales and use tax revenue after deducting administrative expenses.

SECTION 2

REPRESENTATIONS AND WARRANTIES

2.01 Representations and Warranties of Richland County. Richland County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement;

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Richland County to carry out, give effect to, and consummate the transactions contemplated by this Agreement;

(c) this Agreement constitutes a legal, valid, and binding obligation of Richland County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law; and

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Richland County, threatened against Richland County, which in any manner questions the validity of any proceedings taken by Richland County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.02 Representations and Warranties of the City of Columbia. The City of Columbia represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Columbia to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Columbia, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Columbia, threatened against the City of Columbia, which in any manner questions the validity of any proceedings taken by the Columbia City Council in connection with this Agreement or wherein any unfavorable decision, ruling,

or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.03 Representations and Warranties of the City of Forest Acres. The City of Forest Acres represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the City of Forest Acres to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of the City of Forest Acres, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the City of Forest Acres, threatened against Forest Acres, which in any manner questions the validity of any proceedings taken by the Forest Acres City Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.04 Representations and Warranties of Lexington County. Lexington County represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of Lexington County to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(c) this Agreement constitutes a legal, valid, and binding obligation of Lexington County, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(d) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of Lexington County, threatened against Lexington County, which in any manner questions the validity of any proceedings taken by Lexington County Council in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

2.05 Representations and Warranties of the CMRTA. The CMRTA represents and warrants that:

(a) the signatory parties hereto have full legal right, power, and authority to enter into this Agreement and carry out and consummate all other transactions contemplated by this Agreement.

(b) it is a duly and lawfully constituted Regional Transportation Authority and has the authority to exercise all powers as provided in the Enabling Act.

(c) it has duly authorized the execution, delivery, and performance of its obligations under this Agreement and the taking of any and all actions as may be required on the part of the CMRTA to carry out, give effect to, and consummate the transactions contemplated by this Agreement.

(d) this Agreement constitutes a legal obligation of the CMRTA, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, and subject, as to enforceability, to general principles of equity regardless of whether enforcement is sought in a proceeding in equity or at law.

(e) there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board, or body, pending or, to the best of the knowledge of the CMRTA, threatened against the CMRTA, nor to the best of the knowledge of the CMRTA is there any basis therefore, which in any manner questions the validity of any proceedings taken by the Board in connection with this Agreement or wherein any unfavorable decision, ruling, or finding could materially adversely affect the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement (or of any other instrument required or contemplated for use in consummating the transactions contemplated hereby).

SECTION 3

MEMBERS OF THE AUTHORITY

3.01 Members in Richland County. Members of the Authority within Richland County shall be Richland County, the City of Columbia and the City of Forest Acres.

3.02 Members in Lexington County. Lexington County shall be a Member of the CMRTA so long as Transit Services are provided in Lexington County, upon the terms and conditions provided herein. If no Transit Services are provided in Lexington County, Lexington County shall cease to be a member of the CMRTA.

3.03 Additional Members. Additional Members may join in the CMRTA in the future as provided in the Enabling Act, with the consent of Members representing 90% of the population within the Service Area.

3.04 Advisory Members. Any political subdivision within Richland County, Lexington County, or any other county or municipality contiguous to the Service Area may become an Advisory Member of the CMRTA with the approval of the CMRTA Board of Directors.

SECTION 4

TRANSIT SERVICES; SERVICE AREA; PLAN OF SERVICE

4.01 Transit Services. The CMRTA shall provide or cause to be provided through one or more independent contractors Transit Services within the Transit Area. The CMRTA may enter into contracts or joint ventures with other transit service providers if necessary and appropriate.

4.02 Compliance with Regulations. Transit Services by the CMRTA shall comply with all State and Federal requirements.

4.03 Current Service Area. The current Service Area consists of the geographic area in which the CMRTA is currently providing Transit Services within the City of Columbia, City of Forest Acres, portions of unincorporated area of Richland County and limited portions of Lexington County, as shown more specifically on Exhibit A.

4.04 Current Plan of Service. The current Plan of Service consists of fixed route and paratransit service Monday through Saturday within the Service Area as shown more specifically on Exhibit A.

4.05 Service and Performance Standards. In establishing Service and Performance Standards, the CMRTA shall give priority consideration to the policy objectives of its Members including but not limited to (i) providing frequent convenient Transit Services in the current Service Area; (ii) providing Transit Services in rural areas; (iii) providing Transit services to suburban areas; and (iv) reducing traffic congestion and enhancing parking availability. The CMRTA shall utilize its Service and Performance Standards in determining changes in the Plan of Service.

4.06 Future Plans of Service. (a) With the dedicated source of local funding within Richland County as approved in the referendum and as provided for herein, the CMRTA shall make modifications, additions, improvements and enhancements to its Plan of Service which are consistent with its Service and Performance Standards and its Vision 2020, as copy of which is attached hereto as Exhibit B.

(b) The CMRTA will review its Plan of Service annually with the Members and cooperate with the Members in meeting current and future transit needs, objective and priorities.

(c) The CMRTA will work with the Central Midlands Council of Governments (CMCOG) to identify opportunities to provide Transit Services in connection with other counties contiguous to Richland County and Lexington County.

4.07. Rural Transit Services.

(a) The CMRTA is requesting that Richland County Council designate it as the direct sub-recipient of FTA Section 5310: Transportation for Elderly Persons and Persons with Disabilities and Section 5311: Formula Grants for Rural Areas, administered through the South Carolina Department of Administration, which designation is necessary to enable the CMRTA to provide Rural Transit Services.

(b) Upon receiving such designation, the CMRTA shall:

(i) Work with the CMCOG, South Carolina Department of Transportation (SCDOT) and the Federal Transit Administration (FTA) to apply for and secure available grant funds to defray the costs of all aspects of providing Rural Transit Services including planning, studies, and operation and capital expenses.

(ii) Work with the CMCOG, SCDOT, FTA, and other public and private providers of Rural Transit Services to undertake a pilot/demonstration project by January 1, 2014, to provide Rural Transit Services in rural portions of the County. The Rural Transit Services offered through the pilot/demonstration project will be provided directly by the CMRTA or in conjunction with one or more public or private transit providers.

(iii) Work with the CMCOG, SCDOT and FTA to assist the CMCOG in undertaking a study of the demand for providing Rural Transit Services throughout the County. This study should be completed by April 1, 2014, or as soon as practicable, by the CMCOG and shall serve as the basis upon which the CMRTA will expend available grant funds in providing Rural Transit Services.

(iv) Work with appropriate County officials including the County Administrator and County Transportation Director to insure that the needs for Rural Transit Services in

Richland County are met. Annual reports, or more frequent reports, if requested, will be made to Richland County Council.

(c) Necessary funding in the form of local matching funds shall be provided by the CMCOG, if available, and the CMRTA through its allocation of the 1% special sales and use tax to match any federal or state funds allocated to CMTRA for the purposes of providing Rural Transit Services.

4.08 Future Service Area. Modifications to the Service Area shall be made as needed to reflect future Plans of Service.

SECTION 5

LOCAL FUNDING, FINANCIAL REPORTING

5.01 Richland County. The CMRTA shall make a written request to Richland County Council annually for a distribution of 29% of the available proceeds of the Transportation Penny. The CMRTA agrees that all funding from the Transportation Penny shall be used only for budgeted costs of operations, capital and other expenses of providing Transit Services within or directly benefiting Richland County, the City of Columbia, the City of Forest Acres and other municipalities wholly within Richland County. Richland County shall make quarterly payments to the CMRTA no later than the 30th day (or as soon thereafter as practicable) of each month in which it receives a quarterly distribution from the State Treasurer.

5.02 Lexington County. Lexington County shall pay the CMRTA the full cost including operations and capital projects of any and all Transit Services provided within Lexington County. Each year, no later than July 1st, Lexington County and the CMRTA shall agree to Transit Services to be provided for that fiscal year and the costs thereof. Lexington County shall make quarterly payments no later than the last day of the first month of each quarter.

5.03 Financial Reporting Requirements. (a) The CMRTA shall, on a quarterly basis, no later than 30 days after the end of the previous quarter, provide to the Members a written financial report to include a statement of revenue and expenses, cumulative, year-to-date results as well as comparative information for corresponding periods of the prior year. Payments under this Agreement may be withheld in any quarter until the financial report for the previous quarter is provided as referenced herein.

(b) The CMRTA shall provide a copy of its annual audited financial statements to the Members no later than 30 days after the annual audited financial statements are provided to the CMRTA Board.

5.04 Compliance. The CMRTA shall fully comply with the procedures and requirements set forth in Federal statutes and regulations and State statutes including but not limited to the Freedom of Information Act and the Enabling Act.

5.05 No Additional Financial Obligations. Other than amounts provided for pursuant to Sections 5.01 and 5.02 above, this Agreement imposes no financial obligations on any of the parties to this Agreement.

SECTION 6

BOARD OF DIRECTORS

6.01 Board of Directors. The CMRTA shall be governed by a Board of Directors with the authority and responsibilities set forth in the Enabling Act.

6.02 Voting Membership. The Board of Directors shall consist of 11 voting directors (“Voting Directors”) appointed as follows:

Richland County	3
City of Columbia	3
City of Forest Acres	1
Lexington County	1
Richland County Legislative Delegation	3

Each Member of the Authority hereby appoints its Voting Director(s) as shown on Exhibit C attached hereto. Voting Directors shall serve for the term indicated provided that each Voting Director shall serve until a successor has been appointed. A Voting Director may be removed from office by the appointing governing body for misconduct, malfeasance or neglect of duty in office.

6.03 Advisory Members. An Advisory Member of the CMRTA may appoint one advisory director (“Advisory Director”) to the Board. Advisory Director shall be non-voting and not included when determining the presence of a quorum.

SECTION 7

CONTRACTS; PROCUREMENT

7.01 Procurement Policy. The CMRTA shall manage its procurements under the terms of a Procurement Policy which complies with Federal and State requirements.

7.02 Contract Operator. The CMRTA will continue the procurement process currently underway relating to the services of a third party contract operator. The CMRTA shall take all reasonable and necessary actions to have a new contract with a third party contract contractor to be effective by April 1, 2014.

In entering into a new contract, the CMRTA shall include the following provisions:

- (a) As much financial transparency as possible, within the parameters of standards in the transit industry;
- (b) Performance standards expressed in measurable quantitative terms with financial penalties for failure to meet performance standards;
- (c) A term of five years, with renewal options not to exceed five years; and
- (d) To the extent allowed by Federal and State regulations, a goal to utilize local and minority vendors and service providers.

7.03 Expenditures of Local Funds. To the extent permissible by Federal and State regulations, the CMRTA shall establish and implement a program to encourage the expenditures of funds received from the Transportation Penny with small, local, minority enterprises.

SECTION 8

MISCELLANEOUS

8.01 Binding Nature of Agreement; Term of Agreement. This Agreement is intended to satisfy the requirements of the Enabling Act and shall inure to the benefit of and shall be binding in accordance with its terms upon the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council, the Board, and their respective successors in office. This Agreement shall remain in full and force and effect so long as the dedicated source of funding provided for here is available.

8.02 Implementation. All parties shall act reasonably, diligently and in good faith to address all issues that may arise during the implementation of the transactions that are the subject of this Agreement in a commercially reasonable manner so as to accomplish the intended purposes set forth herein, including entering into such other and further documents as are normally required for transactions of similar magnitude and complexity to appropriately address the duties and responsibilities of all parties.

8.03. Default. The failure of any party to make a payment, to satisfy a condition, or to perform an obligation under this Agreement, which failure shall go uncorrected for a period of thirty days after written notice thereof, shall constitute a default as to such party.

8.04. Default Remedies. Any non-defaulting party hereto may seek an injunction or order of specific performance to collect all amounts then due and thereafter to become due from the defaulting party and to enforce all obligations of the defaulting party under this Agreement.

8.05 No Personal Liability. No obligation or agreement contained herein shall be deemed to be an obligation or agreement of any present, past, or future member, officer, agent or employee of the Richland County, City of Columbia, City of Forest Acres, Lexington County or the CMRTA in any way other than in his or her official capacity, and neither the members of the Richland County Council, Columbia City Council, Forest Acres City Council, Lexington County Council or the Board, nor any official executing this Agreement shall be personally liable thereon or be subject to any personal liability or accountability by reason of the obligations or agreements of Richland County, the City of Columbia, the City of Forest Acres, or the CMRTA contained in this Agreement.

8.06 Termination of 2002 Agreement. The 2002 Agreement between the CMRTA and the City of Columbia is hereby terminated. The CMRTA and the City of Columbia are each relieved of any further obligations under the terms of the 2002 Agreement.

8.07 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated, except in accordance with the express provisions of this Agreement or with the written consent of Members of the Authority representing 90% of the population of the Service Area.

8.08 Captions. The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define any or all of the provisions of this Agreement.

8.09 Sections; Headings. The sections, headings and other titles to paragraphs of this Agreement are inserted solely for the convenience of reference. None shall in any way define, limit, extend or aid in the construction of the scope, extent, meaning or intent of this Agreement.

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

8.11 No Construction Against Drafter. The parties hereby acknowledge that they have reviewed this Agreement and concur that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of any provision of this Agreement.

8.12 Severability. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

8.13 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State, and by their signatures herein below, the parties consent to the exclusive jurisdiction of the courts of Richland County for resolution of any dispute arising hereunder.

8.14 Further Resolutions or Ordinances. To the extent required by the laws of the State, Richland County, the City of Columbia, the City of Forest Acres, Richland County, and Lexington County agree to adopt one or more resolutions or to enact one or more ordinances as necessary to effect the agreements provided for in this Agreement. The CMRTA further agrees to adopt one or more resolutions as necessary to effect the agreements provided for in this Agreement.

8.15 Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by U.S. Mail addressed as follows:

If to Richland County:
Richland County, South Carolina
Attn: County Administrator
2020 Hampton Street
Columbia, South Carolina 29202

With a copy to:
Richland County, South Carolina
Attn: County Attorney
2020 Hampton Street
Columbia, South Carolina 29202

If to the City of Columbia:
City of Columbia, South Carolina
Attn: City Manager
P.O. Box 147
Columbia, South Carolina 29217

With a copy to:
City of Columbia, South Carolina
Attn: City Attorney
P.O. Box 667
Columbia, South Carolina 29201

If to the City of Forest Acres
City of Forest Acres
Attn: City Administrator
Post Office Box 6587
Forest Acres, South Carolina 29260-6587

With a copy to:
City of Forest Acres
Attn: City Attorney
Post Office Box 687
Forest Acres, South Carolina 29260-6587

If to Lexington County
Lexington County, South Carolina
Attn: County Administrator
212 S. Lake Drive
Lexington, South Carolina 29072

With a copy to:
Lexington County, South Carolina
Attn: County Attorney
140 E. Main Street
Lexington, South Carolina 29072

If to the CMRTA:
Central Midlands Regional Transit Authority
Attn: Executive Director
P.O. Box 214
Columbia, South Carolina 29202

With a copy to:
McNair Law Firm, P.A.
Attn: Francenia B. Heizer, Esquire
Post Office Box 11390
Columbia, South Carolina 29211

SECTION 9

THIRD PARTY BENEFICIARIES

9.01 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Agreement on the respective dates indicated below.

RICHLAND COUNTY, SOUTH CAROLINA

By: 
Its: Chairman, Richland County Council

SEAL)

ATTEST:

By: 
Its: Clerk to Richland County Council

Date: September 11, 2013

CITY OF COLUMBIA, SOUTH CAROLINA

By: _____

Its: Mayor

SEAL)

ATTEST:

By: _____

Its: Clerk to Columbia City Council

Date: _____, 2013

CITY OF FOREST ACRES, SOUTH CAROLINA

By: _____

Its: Mayor

SEAL)

ATTEST:

By: _____

Its: Clerk to Forest Acres City Council

Date: _____, 2013

LEXINGTON COUNTY, SOUTH CAROLINA

By: _____

Its: Chairman, Lexington County Council

SEAL)

ATTEST:

By: _____

Its: Clerk, Lexington County Council

Date: _____, 2013

**CENTRAL MIDLANDS REGIONAL TRANSIT
AUTHORITY**

By: _____

Its: Chairman, Board of Directors

SEAL)

ATTEST:

By: _____

Its: Secretary, Board of Directors

EXHIBIT A
[TO BE PROVIDED]

A-1

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EXHIBIT B

VISION 2020

[SEE ATTACHED]

EXHIBIT C
BOARD OF DIRECTORS

Richland County Appointees - 3

Kelvin Washington Term _____

Mac Bennett Term _____

Jennifer Harding Term _____

City of Columbia Appointees - 3

Brian Newman Term _____

Derrick Huggins Term _____

Ron Anderson Term _____

City of Forest Acres Appointee - 1

Jake Broom Term _____

Lexington County Appointee - 1

Lil Mood Term _____

Richland County Legislative Delegation
Appointees - 3

Joseph Neal Term _____

Caroline Whitson Term _____

Tiffany Johnson Gunn Term _____

City of Cayce Advisory Member

Skip Jenkins

City of West Columbia Advisory Member

Myron Corley

Date of Deposit	Quarter	On/Off State Property	Interest	Deposited Amount	Administrative Fee	Multifamily	CMRTA Portion (20% of (10) Administrative Fee)	CMRTA Amount	Payment Variance	CMRTA Percent of Interest	Amount CMRTA	Dec CMRTA	CMRTA Payment Date	SCMOR Section Months	Quarter Collection Total	Total Distributions Since Inception
12-24-14	1st Qtr	12,848,838.45	34,175.79	\$13,190,022.24	\$11,926,293.30	\$1,263,728.94	\$252,745.79	\$653,338.15	0.00	9.613.08	0.00	0.00	November 13, 2013	March-15 / April-13		
1-15-15	2nd Qtr	12,812,637.51	31,669.77	\$12,844,307.28	\$11,926,293.30	\$917,013.98	\$183,402.79	\$3,613,119.69	0.00	8,231.94	0.00	0.00	February 7, 2014	August-13 / Oct-13		
3-15-15	3rd Qtr	13,300,359.38	37,559.31	\$13,337,918.69	\$13,335,246.79	\$2,672,671.90	\$534,534.38	\$3,838,326.71	0.00	10,295.06	0.00	0.00	June 3, 2014	November-13 / Jan-14		
6-15-14	4th Qtr	14,168,853.14	38,088.63	\$14,206,941.77	\$13,714,194.79	\$4,992,746.98	\$998,511.49	\$3,987,159.15	0.00	10,042.67	0.00	0.00	August 1, 2014	February-14 / April-14	\$3,126,710.70	\$ 53,126,710.70
11-30-14	1st Qtr	59,986,590.71	140,119.59	\$60,126,710.30	\$1,589,597.72	\$1,296,922.99	\$259,384.59	\$4,944,543.71	-39,415.74	39,415.74	0.01	0.01	December 2, 2014	May-14 / July-14		
2-1-15	2nd Qtr	13,835,682.51	38,249.68	\$13,873,932.19	\$1,407,351.88	\$1,407,351.88	\$281,470.38	\$3,601,241.18	0.00	10,815.88	0.00	0.00	February 24, 2015	August-14 / Oct-14		
5-1-15	3rd Qtr	13,846,653.18	38,569.41	\$13,885,222.59	\$1,407,351.88	\$1,407,351.88	\$281,470.38	\$3,601,241.18	0.00	10,815.88	0.00	0.00	June 11, 2015	November-14 / Jan-15		
8-1-15	4th Qtr	15,940,869.31	38,646.88	\$15,979,516.19	\$1,445,457.32	\$1,445,457.32	\$289,091.46	\$3,651,258.00	743,891.16	10,956.60	754,817.76	0.00	October 12, 2015	February-15 / April-15	\$9,780,485.73	\$ 111,907,196.43
11-30-15	1st Qtr	58,780,485.73	150,184.64	\$58,930,670.37	\$1,758,909.03	\$6,871,392.06	\$1,374,278.03	\$4,500,114.03	1,569,801.17	42,246.94	1,412,048.11	0.00	November 10, 2015	May-15 / July-15		
2-1-16	2nd Qtr	17,911,314.84	39,119.33	\$17,950,434.17	\$42,432,732	\$4,306,780.72	\$861,356.14	\$3,445,429.58	333,844.89	11,084.37	354,849.22	0.00	March 1, 2016	August-15 / Oct-15		
5-1-16	3rd Qtr	14,665,831.18	38,569.41	\$14,704,400.59	\$42,432,732	\$4,306,780.72	\$861,356.14	\$3,445,429.58	294,474.74	10,273.91	305,248.64	0.00	June 2, 2016	November-15 / Jan-16		
8-1-16	4th Qtr	13,446,465.04	37,559.31	\$13,484,024.35	\$42,432,732	\$4,306,780.72	\$861,356.14	\$3,445,429.58	294,474.74	10,273.91	305,248.64	0.00	August 23, 2016	February-16 / April-16	61,701,279.51	\$ 175,608,473.94
11-30-16	1st Qtr	61,524,338.76	176,948.75	\$61,701,279.51	\$1,846,730.16	\$9,746,608.60	\$1,949,320.12	\$3,797,280.48	2,004,076.49	49,773.43	2,053,849.93	0.00	November 21, 2016	May-16 / July-16		
2-1-17	2nd Qtr	14,676,446.31	40,879.38	\$14,717,325.69	\$440,965.59	\$1,236,340.92	\$247,269.08	\$3,064,885.25	654,199.96	11,498.03	3,179,085.21	0.00	March 16, 2017	August-16 / Oct-16		
5-1-17	3rd Qtr	17,238,130.36	50,261.72	\$17,288,392.08	\$440,965.59	\$1,236,340.92	\$247,269.08	\$3,064,885.25	393,058.63	16,698.43	3,230,943.88	0.00	May 8, 2017	November-16 / Jan-17		
8-1-17	4th Qtr	16,099,759.20	44,535.48	\$16,144,294.68	\$440,965.59	\$1,236,340.92	\$247,269.08	\$3,064,885.25	337,407.48	18,096.94	345,504.42	0.00	September 7, 2017	February-17 / April-17	64,538,923.44	\$ 218,147,399.38
11-30-17	1st Qtr	64,538,923.44	181,151.73	\$64,720,075.17	\$1,990,101.85	\$2,406,216.51	\$481,243.31	\$6,719,545.00	1,318,376.69	56,877.48	1,375,254.16	0.00	November 9, 2017	May-17 / July-17		
2-1-18	2nd Qtr	15,971,887.97	44,234.16	\$16,016,122.13	\$1,990,101.85	\$2,406,216.51	\$481,243.31	\$6,719,545.00	233,383.64	14,969.47	6,952,928.64	0.00	February 23, 2018	August-17 / Oct-17		
5-1-18	3rd Qtr	16,233,770.26	54,152.77	\$16,287,923.03	\$1,990,101.85	\$2,406,216.51	\$481,243.31	\$6,719,545.00	233,383.64	14,969.47	6,952,928.64	0.00	May 1, 2018	November-17 / Jan-18		
8-1-18	4th Qtr	16,623,533.86	55,215.53	\$16,678,749.39	\$1,990,101.85	\$2,406,216.51	\$481,243.31	\$6,719,545.00	233,383.64	14,969.47	6,952,928.64	0.00	November 17, 2018	February-18 / April-18	48,960,806.55	\$ 287,128,205.93
11-30-18	1st Qtr	48,929,194.29	151,632.26	\$49,080,826.55	\$1,464,875.83	\$47,364,318.46	\$1,373,652.35	\$13,328,451.00	\$407,201.35	\$42,648.53	\$449,849.88	0.00	November 21, 2018	May-18 / July-18		
2-1-19	2nd Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	March 18 / Oct-18			
5-1-19	3rd Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	August 18 / Oct-18			
8-1-19	4th Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	November 18 / Jan-19			
11-30-19	1st Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	February 19 / April-19			
2-1-20	2nd Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	May-19 / July-19			
5-1-20	3rd Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00	August 19 / Oct-19			
8-1-20	4th Qtr			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	0.00				
Distributions Since Inceptions																
\$ 286,387,153.21 \$ 821,062.72 \$ 287,128,205.93 \$ 8,589,214.60 \$ 277,717,938.61 \$ 80,538,202.20 \$ 75,478,162.24 \$ 5,060,039.96 \$ 230,962.13 \$ 2,128,305.93																

Amount equal but in acct 1251

Transportation Penny

Date Received	Amount	CMRTA pay date	CMRTA Amount	28.13%	short/(over)
10/10/2013	12,284,838.45	11/6/2013	3,465,338.14	3,455,725.06	(9,613.08)
1/13/2014	12,812,647.54	2/5/2014	3,613,719.69	3,604,197.75	(9,521.94)
4/16/2014	13,750,759.58	5/28/2014	3,878,326.73	3,868,088.67	(10,238.06)
7/16/2014	14,138,345.14	6/30/2014	3,987,159.15	3,977,116.49	(10,042.66)
10/13/2014	14,586,395.85	11/18/2014	4,103,153.15	4,103,153.15	0.00
1/23/2015	13,835,682.55	2/12/2015	3,901,241.38	3,891,977.50	(9,263.88)
4/24/2015	14,903,853.11	6/10/2015	3,557,250.00	4,192,453.88	635,203.88
7/29/2015	15,304,369.58	9/29/2015	3,561,258.00	4,305,119.16	743,861.16
10/23/2015	14,751,243.84	10/30/2015	3,825,680.00	4,149,524.89	323,844.89
1/20/2016	14,646,835.18	2/17/2016	3,825,680.00	4,120,154.74	294,474.74
4/16/2016	15,446,305.04	5/25/2016	3,825,680.00	4,345,045.61	519,365.61
7/27/2016	16,679,954.70	8/17/2016	3,825,680.00	4,692,071.26	866,391.26
10/20/2016	14,676,846.31	11/8/2016	4,194,886.25	4,128,596.87	(66,289.38)
1/19/2017	17,238,130.86	3/16/2017	4,194,886.25	4,849,086.21	654,199.96
4/12/2017	16,309,793.40	5/3/2017	4,194,886.25	4,587,944.88	393,058.63
7/24/2017	16,111,957.79	9/6/2017	4,194,886.25	4,532,293.73	337,407.48
10/19/2017	15,971,887.97	11/7/2017	4,194,886.25	4,492,892.09	298,005.84
1/18/2018	16,233,770.46	2/21/2018	4,690,747.75	4,566,559.63	(124,188.12)
4/12/2018	16,623,535.86	4/26/2018	4,442,817.00	4,676,200.64	233,383.64
			13,328,451.00		407,201.35
	286,307,153.21		75,478,162.24	80,538,202.20	5,060,039.96
					5,060,039.96

STATE OF SOUTH CAROLINA)

ENCROACHMENT AGREEMENT

FOR ENCROACHMENTS WITHIN THE CITY'S EXISTING WATER EASEMENTS FOR THE POLO ROAD SHARED-USE PATH FROM ALPINE ROAD TO MALLET HILL ROAD; RICHLAND COUNTY TMS#19810-01-05, 06, 03, 07, 02, 08, TMS#19811-01-02, TMS#19900-01-03, TMS#22705-02-01 & TMS#22705-01-06; CF#347-11

COUNTY OF RICHLAND)

The CITY OF COLUMBIA, hereinafter referred to as "the City" hereby consents for RICHLAND COUNTY to encroach over the City's existing 16" water main and exclusive 10' and 15' water easements as shown on the construction drawings referenced herein with a shared-use path along Polo Road (S40-2214) from Alpine Road to Mallet Hill Road ("Encroachments").

RECITALS:

WHEREAS, the City of Columbia has existing water easements on the subject properties which are located along the route of the new shared-use path project and hereinafter collectively referred to as "easement area":

- TMS#19810-01-05; 15' easement acquired in Deed Bk. D934 at Page 622 on 5/10/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#19810-01-05 & 06; 15' easement acquired in Record Bk. R568, Page 2957 on 9/24/2001; CF#115-18D;
 - TMS#19810-01-03; 10' easement acquired in Deed Bk. D956 at Page 180 on 11/3/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#19810-01-07; 10' easement acquired in Deed Bk. D956 at Page 180 on 11/3/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#19810-01-02; 15' easement acquired in Deed Bk. D951 at Page 330 on 9/26/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#19810-01-08; 15' easement acquired in Record Bk. R1219/2546 on 8/18/2006; CF#286-20;
 - TMS#19811-01-02; 15' easement acquired in Deed Bk. D1001/574 on 10/16/1990; Project #W393-4/5-K4,L4; CF#160-11
 - TMS#19811-01-02 (formerly pt. TMS#19810-01-02); 15' easement acquired in Deed Bk. D951 at Page 330 on 9/26/1989; Project #W393-4/5-K4,L4; CF#160-11
 - TMS#19811-01-02; 15' easement acquired in Record Bk. R1209 at Page 1757 on 7/24/2006; CF#285-09;
 - TMS#19900-01-03; 15' easement acquired in Deed Bk. D969 at Page 846 on 3/2/1990; Project #W419-4/5-K4; CF#
 - TMS#22705-02-01; 15' easement acquired in Deed Bk. D939 at Page 491 on 6/19/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#22705-02-01; 10' easement acquired in Deed Bk. D988 at Page 118 on 7/10/1990; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#22705-02-01; 15' easement acquired in Deed Bk. D979 at Page 475 on 5/8/1990; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#22705-02-01; 15' easement acquired in Record Bk. R22 at Page 720 on 3/17/1998; CF#234-02;
 - TMS#22705-01-06; 10' easement acquired in Deed Bk. D939 at Page 491 on 6/19/1989; Project #W393-4/5-K4,L4; CF#160-11;
 - TMS#22705-01-06; 10' easement acquired in Deed Bk. D988 at Page 118 on 7/10/1990; Project #W393-4/5-K4,L4; CF#160-11;
- and

WHEREAS, reference is made to the approved construction drawings for the Polo Road (S40-2214, S40-2919) Shared-Use Path from Alpine Road to Mallet Hill Road, prepared for the Richland County Transportation Penny Program by Mead & Hunt, Inc., Raymond C. Hamilton, S.C.P.E. #28199, dated April 13, 2017, and being incorporated herein by reference as Exhibit "A". Said drawings also being on file in the office of the Department of Engineering, City of Columbia, South Carolina under City File #347-11.

NOW, THEREFORE, in consideration of Five and No/100 Dollars (\$5.00), the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Richland County and City agree as follows:

1. Recitals. The aforesaid Recitals are incorporated in the Agreement and made a part hereof.
2. Right to Place Encroachments Within Easement Areas. Richland County shall have the right to construct, locate, maintain, repair and replace within the City's easement area located on the subject properties a paved shared-use path ("Encroachments") as more clearly shown and delineated on the attached Exhibit "A".

If it is necessary for the City to remove all, or a portion of, the Encroachments from the easement area for purposes of maintenance or repair of the existing water main, the City shall have the right to do so, and shall not be liable to Richland County for replacement of said Encroachments or any costs or damages resulting from such removal, provided, however, if circumstances permit, the City shall first give Richland County the opportunity to remove the necessary Encroachments, and it is agreed that Richland County shall have the right to reinstall said Encroachments, provided the same will not interfere with the further maintenance or repair by the City of its water main within the easement area.

APPROVED AS TO FORM
[Signature] 5-31-2018
Legal Department City of Columbia, SC

3. **Easement Rights.** Richland County agrees that the use of the City's easement area as herein provided shall in no way affect the validity of the City's easement and shall in no way modify or restrict the use or rights of the City, its successors and/or assigns, in and to the portion of the easement area to be used. Richland County acknowledges the City's right and title to said easement and the priority of the City's right to use said easement and hereby agrees not to resist or assail said priority.
4. **Liability.** Richland County hereby agrees to assume responsibility for all losses, claims, damages or expenses of whatever kind arising from or in any way connected to its use of the Encroachments within the easement area, but only to the extent such loss, claim, damage or expense arises out of an act or failure to act by Richland County, its agents, servants, employees, lessees or independent contractor of Richland County, as a result of the construction, operation, repair, existence or removal of all or some of the Encroachments from the easement area on the subject properties.
5. **Damage to or Relocation of City of Columbia Utilities.** Richland County agrees that should the construction, maintenance, operation or existence of the Encroachments as described in this Agreement cause the City, now or in the future, to have to relocate or replace any portion of the City's existing water main, appurtenances or associated facilities, then such relocation or replacement shall be at the sole expense of Richland County. If such relocation or replacement will be for the benefit of Richland County, not required by the City's needs, and in response to a request by Richland County, the City may make such relocation or replacement but only at Richland County's sole expense. The City will be under no obligation to make any such requested relocation or replacement.
6. **Waiver.** The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of the party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.
7. **Construction of Improvements.** Prior to commencement of any activity within the easement area by Richland County, its agents, servants, lessees, employees and/or independent contractors of Richland County, a copy of this document will be provided to said party performing any activity in the easement area with requirements of strict compliance with the terms, obligations, and conditions as set forth herein.

Any soil deposited on the City's easements, including the areas of the Encroachments, will be leveled or removed and the same will be restored to its original or a better condition than existed prior to construction, installation, alteration or maintenance by Richland County, including but not limited to restoration of the existing grade. No soil shall be permanently removed from the easement area without prior approval of the City, except for the installation or alteration of the facilities. No permanent stockpiling of materials (including soil) will be permitted in the City's easement areas, including the areas of the Encroachments. Richland County agrees that any construction or maintenance in the easement area as provided for herein will be performed in a good and workmanlike manner and in such a manner so as not to endanger the City's facilities or interfere with the City's operation or maintenance requirements.

Richland County is responsible for all maintenance of the Encroachment and assuring that all accessibility and ADA requirements are met and maintained.
8. **Construction Notice.** Richland County must provide the City a seventy-two (72) hour notice prior to work in the easement area and the City's representatives may be present during such work, if the City deems necessary. Richland County shall contact Palmetto Utility Protection Services (PUPS) for location of existing utilities prior to performing work in the easement area. However, in the case of an emergency, Richland County may proceed with work in the City's easement area upon notifying the City's Water Distribution Division at its 24-hour phone number: (803) 545-3900.
9. **Successors and Assigns.** This Agreement shall run with the title to the subject properties and shall be binding upon and inure to the benefit of and be enforceable against the parties hereto

and their respective heirs, legal representatives, successors and permitted assigns, and successors in title.

10. Applicable Law. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of South Carolina. Any action concerning this Agreement shall be brought only in the applicable circuit court of South Carolina.
11. Severability and Construction. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable; such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement shall not be construed more strictly against either party, whether due to any rule of law providing therefore, or otherwise, and it is agreed that this Agreement is the result of mutual negotiation regardless of which party has physically prepared the document.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

The foregoing instrument was executed this _____ day of _____, 2018.

WITNESSES:

RICHLAND COUNTY

(1st Witness)

By: _____
(Signature)

(2nd Witness)

Name: _____
(Print Name)

Title: _____
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

County of Richland)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____
(Name and Title of Officer)

of Columbia, South Carolina on behalf of the Richland County.
(City and State)

Notary Public for South Carolina

My Commission Expires: _____

The foregoing instrument was executed this _____ day of _____, 2018.

WITNESSES:

CITY OF COLUMBIA

(1st Witness)

By: _____
(Signature)

(2nd Witness)

Name: Teresa B. Wilson
(Print Name)

Title: City Manager
(Print Title)

State of South Carolina)

ACKNOWLEDGEMENT

APPROVED AS TO FORM
 5-31-2018
Legal Department City of Columbia, SC

County of Richland)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018

by Teresa B. Wilson, City Manager of Columbia, South Carolina on behalf of the City of Columbia.
(Name and Title of Officer) (City and State)

Notary Public for South Carolina

My Commission Expires: _____

INDEX OF SHEETS

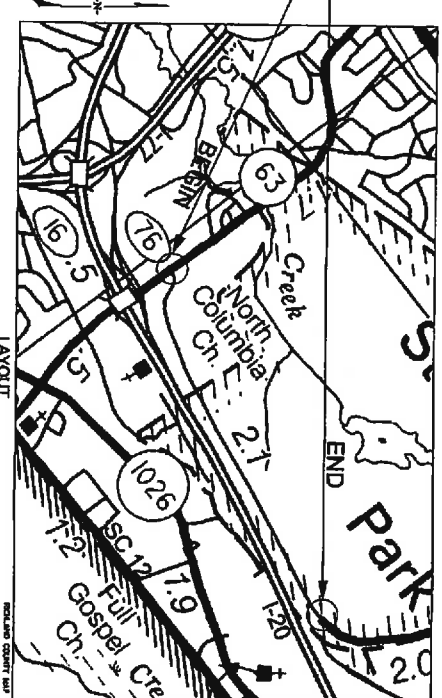
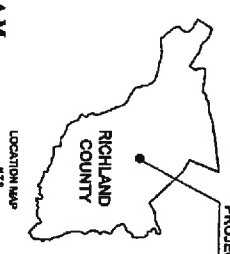
SHEET NO.	TITLE SHEET	DESCRIPTION	QUANTITIES	SHEET SECTIONS
1	SUMMARY OF ESTIMATED QUANTITIES		QMT	1
2	WORKING PLANS		QMT	2
2A	TYPICAL SECTIONS AND USC. DETAILS		QMT	3
3-3A	RIGHT-OF-WAY DATA SHEET		QMT	4
4	PROPERTY STRIP MAPS		QMT	5
5	GENERAL CONSTRUCTION NOTES		QMT	6
5A-5C	REFERENCE DATA SHEETS		QMT	7
6-1	PLAN AND PROFILE		QMT	8
6-1	CURB GRADE PROFILE		QMT	9
6-1	DRAINAGE SHEETS		QMT	10
6-1	WORK ZONE TRAFFIC CONTROL PLANS		QMT	11
6-1	PAVEMENT MARKING AND SIGNING PLANS		QMT	12
6-1	UTILITY RELATIONSHIP PLANS		QMT	13
6-1	UTILITY RELOCATION SHEETS		QMT	14
6-1	CROSS SECTIONS		QMT	15
TOTAL SHEETS			40	21



TRANSPORTATION PROGRAM

PROPOSED PLANS

FOR RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM
SCDOT PROJECT ID P029410, RPP PROJECT NO.180
POLO ROAD (S-2214, S-2919) SHARED-USE PATH



ENVIRONMENTAL PERMIT INFORMATION

WATER PERMIT	YES	X NO
DEED DOCUMENT	YES	X NO
401 CERTIFICATION	YES	X NO
OSHA CMA	YES	X NO
ENVIRONMENTAL IMPACT STATEMENT	NO	X YES

3 DAY RESPONSE WORKSHOP IN SOUTH CAROLINA
CALL 811
SOUTH CAROLINA 811 (SC811)
WWW.SC811.COM
ALL UTILITIES MUST BE A MEMBER OF SC811

TRAFFIC DATA

2012 ADT	10,000
2037 ADT	12,912
TRUCKS	N/A %

SCALING AND ENVIRONMENTAL DATA

SCALE	1:500	1:1000	1:2000	1:4000	1:8000	1:16000	TOTAL
NET LENGTH OF ROADWAY	1791	895	448	224	112	56	2726
NET LENGTH OF BRIDGE	4200	2100	1050	525	262	131	7268
NET LENGTH OF TUNNEL	1200	600	300	150	75	38	2363
LENGTH OF INTERSECTION	1000	500	250	125	62	31	1973
CONSTRUCTION OF PROJECT	1500	750	375	188	94	47	3054

NOTE: EXCEPT AS MAY OTHERWISE BE SPECIFIED ON THE PLANS OR IN THE SPECIFICATIONS, ALL MATERIALS AND WORKMANSHIP FOR THIS PROJECT SHALL conform with the latest edition of the Standard Specifications for Road and Bridge Construction of the State of Michigan.

CONSULTING ENGINEERING FIRM
Mead Hunt
910 SOUTH LAKE DRIVE
LANSING, MI 48207

ENGINEER OF RECORD
[Signature]
DATE

For Right of Way Acquisition:
Regional Production Engineer
[Signature]
DATE

SCDOT REVIEW

RECOMMENDATION SUPPORT - ROAD	APPROVED	CONSTRUCTION
RECOMMENDATION SUPPORT - UTILITIES	APPROVED	CONSTRUCTION
RECOMMENDATION SUPPORT - SIGNAGE	APPROVED	CONSTRUCTION
RECOMMENDATION SUPPORT - OTHER	APPROVED	CONSTRUCTION

PROJECT INFORMATION

Project Name: 420 - 4204
Project Area: 4.00 - 4.00
Project Length: 4.00 - 4.00
Project Start: 2008
Project End: 2009

CONSTRUCTION AGREEMENT

This Construction Agreement (“**Agreement**”) is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), the City of Columbia (**City**), and **Richland County**, a body corporate and political subdivision of the State of **South Carolina** (“**Agency**”).

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Project: **Columbia, Richland County, SC, Installation of Sidewalk for the Three Rivers Greenway (Saluda Riverwalk) adjacent to the CSXT Bridge approximately 30-feet from centerline of track at RRMP C-1.58 near DOT No. 640441N, Florence Division, CN&L Subdivision, (the “Project”)**.
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

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

1. Project Plans and Specifications

- 1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.
- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements

CSXT OP# _

constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

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

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **12 months from the date of fully executed Construction Agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions

3.1 AGENCY shall engage a third party contractor or contractors ("Contractor") to perform a portion of the work allocated to AGENCY pursuant to the "Scope of Work" (Exhibit A).

3.2 AGENCY shall require the Contractor to perform such work in accordance with the CSXT Special Provisions, a copy of which is attached hereto as Exhibit C and made a part hereof (the "CSXT Special Provisions").

3.3 Contractor shall not commence the work of the Project either on CSXT's property or right-of-way or within fifty (50) feet of the railroad property or so as to affect any CSXT railroad bridge, trestle, tracks, roadbeds, tunnel, underpass or crossing, unless and until the Contractor satisfies the following conditions: (1) Contractor shall have executed and delivered to CSXT the Contractor's Agreement, a copy of which is attached to this Agreement as Schedule I; (2) Contractor has provided CSXT with proof of insurance required by the Contractor's Agreement satisfactory to CSXT; and (3)

CSXT OP#

Contractor has otherwise complied with the notice requirements of Section IV of the CSXT Special Provisions.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of sixty (60) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement:
(i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and
(ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSXT OP# _

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency and City, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency or City shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

CSXT OP# _

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency and City. Agency and City shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency or City fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency or City's sole cost and expense. Upon the cessation of use of the Project by Agency or City, Agency or City shall remove the structure and restore CSXT's property to its original condition, at Agency or City's sole cost and expense, to CSXT's satisfaction.
- 10.2 Alterations. Agency or City shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.
11. Work by Agency or City
- 11.1 In the event that AGENCY or CITY performs any work associated with the Project, with its own employees or agents other than the Contractor, AGENCY or CITY shall perform such work in accordance with and abide by the CSXT Special Provisions, except that CSXT acknowledges that AGENCY or CITY's liability for damages of any kind arising from its own tortious activity is limited by the S. C. Tort Claims Act (S. C. Code Section 15-78-10, et seq.) and the AGENCY or CITY's general liability insurance covers liability only within the limits of the S. C. Tort Claims Act and nothing in this Agreement or the Special Provisions shall be construed to expand AGENCY or CITY's liability for its actions performed on the CSXT right of way beyond the limits of the S. C. Tort Claims Act.

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- 11.2 Compliance with Laws. Agency and City shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency, City nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.
14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall

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have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT: CSX Transportation, Inc.
500 Water Street J-301
Jacksonville, FL 32202
Attention: Director Project Management – Public Projects

If to Agency: Richland County Transportation Penny Program
201 Arbor Lake Drive
Columbia, SC 029223
Attention: _____

If to City: City of Columbia
1136 Washington St., 7th Floor
Columbia, SC 29201
Attention: Eng. Dept./Real Estate – Paxton Williams

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

Three Rivers Greenway (Saluda Riverwalk) within CSXT
Columbia, Richland Co., SC
near DOT No. 640441N, RRMP C-1.58
Florence Division, CN&L Subdivision

CSXT OP# _

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

Richland, State of South Carolina

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name: Tony C. Bellamy
Title: Director of Project Management – Public Projects

EXHIBIT A
ALLOCATION OF WORK

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

- A. Agency shall let by contract to its Contractors:
 - 1. Installation of a concrete sidewalk within CSXT right-of-way according to the approved final plans.

- B. CSXT shall perform or cause to be performed:
 - 1. Preliminary engineering services.
 - 2. Flagging services and other protective services and devices as may be necessary.
 - 3. Construction engineering and inspection to protect the interests of CSXT.
 - 4. Excess Soil Support Services as described in the Soil and Water Management Policy found in CSXT's Public Project Manual dated July 2017.
 - 5. Accounting and Administrative Services related to the foregoing.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

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

- Saluda Riverwalk Phase 1 a Component of the Three Rivers Greenway (1-sheet) received on May 31, 2018.

NOTE: In the event subsequent plan submissions are made by Company to CSXT for review and approval, once approved, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

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

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

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

“Agreement” shall mean the Agreement between CSXT and Agency, as amended from time to time.

“Agency” shall mean the **Richland County, South Carolina**

“Agency Representative” shall mean the authorized representative of **Richland County, South Carolina**.

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

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

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

II. INTERFERENCE WITH CSXT OPERATIONS

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

CSXT OP# _

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

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

V. HAUL ACROSS RAILROAD

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

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VI. COOPERATION AND DELAYS

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

VII. STORAGE OF MATERIALS AND EQUIPMENT

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

VIII. CONSTRUCTION PROCEDURES

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

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

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

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

XI. UTILITY FACILITIES ON CSXT PROPERTY

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

XII. CLEAN-UP

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

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special

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Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE
ATTACHED

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 -

ESTIMATE SUBJECT TO REVISION AFTER:	12/9/2018	DOT NO.: near 640441N
CITY: Columbia	COUNTY: Richland	STATE: SC
DESCRIPTION: Estimate for construction engineering and inspection and flagging services Main St. (SR-36) Sidewalk Improvements within CSXT right-of-way		
DIVISION: Florence	SUB-DIV: CN&L	MILE POST: C-1.58
AGENCY PROJECT NUMBER:		

PRELIMINARY ENGINEERING:

Contracted & Administrative Engineering Services (CSXT In-House)	\$	500
212 Contracted & Administrative Engineering Services (Arcadis)	\$	3,000
Subtotal	\$	<u>3,500</u>

CONSTRUCTION ENGINEERING/INSPECTION:

212 Contracted & Administrative Engineering Services (CSXT In-House)	\$	1,000
212 Contracted & Administrative Engineering Services (Arcadis)	\$	4,000
Subtotal	\$	<u>5,000</u>

FLAGGING SERVICE: (Contract Labor)

070 Labor (Conductor-Flagman)		\$	-
050 Labor (Foreman/Inspector)	3 Days @	\$ 447.76	\$ 1,343
070 Additive (Transportation Department)		\$	-
050 Additive 163.09% (Engineering Department)		\$	2,191
230 Per Diem (Engineering Department)	3 Days @	\$ 77.00	\$ 231
230 Expenses		\$	135
Subtotal		\$	<u>3,900</u>

SIGNAL & COMMUNICATIONS WORK:

\$ -

TRACK WORK:

\$ -

PROJECT SUBTOTAL

\$ 12,400

900 **CONTINGENCIES:** 10.00%

\$ 1,240

GRAND TOTAL *****

\$ 13,640

DIVISION OF COST:

Agency	100.00%	\$	13,640
Railroad		\$	-
TOTAL *****		\$	<u>13,640</u>

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

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

Office of Assistant Chief Engineer Public Projects—Jacksonville, Florida

Estimated prepared by:

M. Meyer, Arcadis

Approved by:

CSXT Public Project Group

DATE: 6/12/2018

REVISED:

DATE:

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

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

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

CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202
 - c. Name and Address of Contractor must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation

CSXT OP# _

- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

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

Mr. Randy Koonce, Arcadis at Randy.Koonce@arcadis-us.com.

2. Neither Agency nor its Designee may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20 ____, between the **Richland County**, State of **South Carolina** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

CSXT Schedule PA

(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: TBD

Description: Columbia, Richland Co., SC, Three Rivers Greenway Sidewalk within CSXT, near DOT# 640441N, RRMP C-1.58, Florence Division, CN&L Subdivision

Scott Willis Project

Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated _____, 20__, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

Payment due within ten (10) days of Agency’s receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Check No.</u>
_____	_____	_____

Date: _____

By: _____

Please send e-copy of check to:

[Arienne Pelegrin@csx.com](mailto:Arienne.Pelegrin@csx.com)

Matt.Meyer@arcadis.com

Name: _____

Phone: _____

Email: _____



TRANSPORTATION PROGRAM

June 11, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Sidewalk Package S-6
OET-589-IFB-2018

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, May 30, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Sidewalk Package S-6 Project. The Richland Program Development Team has reviewed the two (2) submitted bids for Sidewalk Package S-6 and found a mathematical error in the manual paper bid submitted by Armstrong Contractors as outlined in the tabulation below and highlighted in the attached Bid Comparison to the Engineering estimate. The bids received were as follows.

SIDEWALK PACKAGE S-6 - BID RESULTS SUMMARY		
BIDDER	SUBMITTED BID	* CORRECTED BID
Armstrong Contractors	\$ 589,675.50	\$ 589,676.70
AOS Specialty Contractors, Inc.	\$ 998,413.76	NA
* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid		

Further review shows that Armstrong Construction is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Mandatory Pre-Bid Conference was held at 10:00 AM on April 18, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the mandatory Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 38.57% below the Engineer's Estimate of \$959,924.31 for the project. A review of the low bid also shows a commitment of 100.0% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 8.00% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Armstrong Contractors. It is further recommended that the approval of the award also include a 10% contingency of \$58,967.67. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Nicole Smith, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab

Bid Form – Armstrong Contractors

Bid Comparison to Engineering Estimate

Mandatory Pre-Bid Sign In Sheets

Armstrong Contractors License Confirmation

Armstrong Contractors SLBE Participation Sheet

Richland Co. Transportation
Improvement Program

Bid Form

May 30, 2018



2015 OET SIDEWALK PACKAGE S6

ITEM #	DESCRIPTION	UNITS	LENGTH (MI)			TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
			0.318	0.430	0.757			
1031000	MOBILIZATION	LS	NEC	NEC	1.000	15,000.00	15,000.00	
1032010	BONDS AND INSURANCE	LS	NEC	NEC	1.000	3,500.00	3,500.00	
1050000	CONS. STAKES, LINES AND GRADES	EA	1.000	1.000	1.000	5,000.00	5,000.00	
1071000	TRAFFIC CONTROL	LS	NEC	NEC	1.000	10,000.00	10,000.00	
1080000	CPM PROGRESS SCHEDULE	LS	NEC	NEC	1.000	2,500.00	2,500.00	
1090200	AS-BUILT CONSTRUCTION PLANS	LS	NEC	NEC	1.000	2,500.00	2,500.00	
2014000	SELECT CLEARING AND GRUBBING	LS	NEC	NEC	1.000	7,500.00	7,500.00	
2022000	REMOVAL & DISPOSAL ITEM NO. 1	LS	1.000		1.000	1250.00	1250.00	
2022000	REMOVAL & DISPOSAL ITEM NO. 2	LS	1.000		1.000	1250.00	1250.00	
2022000	REMOVAL & DISPOSAL ITEM NO. 3	LS	1.000		1.000	1250.00	1250.00	
2022000	REMOVAL & DISPOSAL ITEM NO. 4	LS	1.000		1.000	1250.00	1250.00	
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	1147.000		1147.000	10.00	11,470.00	
2031200	SITE EXCAVATION	LS	NEC	NEC	1.000	15,000.00	15,000.00	
2033000	DEEPEN EXCAVATION	CY	100.000	130.000	230.000	70.00	7,200.00	
2100000	FLOWABLE FILL	CY	11.000	10.000	21.000	125.00	2,625.00	
3069900	MAINTENANCE STONE	TON	30.000	50.000	80.000	50.00	4,000.00	
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	188.000		188.000	20.00	3,360.00	
6271010	4" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	20.000		20.000	3.00	60.00	
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	181.000	320.000	481.000	5.00	2,405.00	
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	27.000	55.000	82.000	20.00	1,640.00	
7143615	15" SMOOTH WALL PIPE	LF	160.000	384.000	544.000	45.00	24,480.00	
7143618	18" SMOOTH WALL PIPE	LF	200.000	488.000	688.000	50.00	34,400.00	
7143624	24" SMOOTH WALL PIPE	LF	68.000		68.000	60.00	4,080.00	
7141146	28" X 45" HORIZONTAL ELLIPTICAL (HE) RC PIPE CUL. - CLASS HE III	LF	40.000		40.000	200.00	8,000.00	
7149998	CLEAN EXISTING PIPE	LF	400.000	100.000	500.000	12.00	6,000.00	
7191605	CATCH BASIN - TYPE 1B	EA	5.000	9.000	14.000	4000.00	56,000.00	
7192010	DROP INLET (24" X 24")	EA	2.000	3.000	5.000	4000.00	20,000.00	
7192090	TRENCH DRAIN - 4" ID	LF		3.000	3.000	750.00	2,250.00	
7198496	CONVERT JB TO MH	EA		1.000	1.000	3000.00	3,000.00	
7198310	CONVERT INLET TO JB	EA		2.000	2.000	3000.00	6,000.00	
7198330	JUNCTION BOX - CONVERT CB T-1	EA	1.000		1.000	4000.00	4,000.00	
7198352	JUNCTION BOX - CONVERT CB T-16	EA	2.000		2.000	4000.00	8,000.00	
7198394	JUNCTION BOX - CONVERT CB T-18	EA	1.000		1.000	5000.00	5,000.00	
7203230	CONCRETE C & G (2'-0") OGEE	LF	1571.000	2378.000	3947.000	17.00	67,099.00	
7204500	CONCRETE SIDEWALK (5" UNIFORM)	SY	1103.000	1200.000	2303.000	75.00	172,725.00	

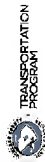
Page 1



2018 OET SIDEWALK PACKAGE S6

ITEM #	DESCRIPTION	UNITS	LENGTH (MI.)		TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
			0-118	0-130			
7204900	DETECTABLE WARNING SURFACE	SF	60.000	150.000	210.000	25.00	5250.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SF	138.000	247.000	385.000	95.00	36575.00
8068300	TEMPORARY PLASTIC FENCING	LF		120.000	120.000	15.00	1800.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.120	0.261	0.381	6000.00	2406.00
8102100	SEEDING (UNMULCHED)	MSY		1.261	1.261	3500.00	4763.50
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	170.000		170.000	15.00	2550.00
8153000	SILT FENCE	LF	870.000	1062.000	1932.000	6.00	11592.00
8156212	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 14)	EA		9.000	9.000	300.00	2700.00
	TOTAL						

\$ 589,675.50



SIDEWALK PACKAGE S-6 OET-589-IFB-2018

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Armstrong Contractors, LLC		AOS Specialty Contractors, Inc.	
				LENGTH (MIL)	0.757	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1,000			\$ 15,000.00	\$ 15,000.00	\$ 53,800.00	\$ 53,800.00
1032010	BONDS AND INSURANCE	LS	1,000			\$ 3,500.00	\$ 3,500.00	\$ 18,600.00	\$ 18,600.00
1050800	CONS. STAKES, LINES AND GRADES	EA	1,000			\$ 5,000.00	\$ 5,000.00	\$ 46,500.00	\$ 46,500.00
1071000	TRAFFIC CONTROL	LS	1,000			\$ 10,000.00	\$ 10,000.00	\$ 76,980.00	\$ 76,980.00
1080300	CPM PROGRESS SCHEDULE	LS	1,000			\$ 2,500.00	\$ 2,500.00	\$ 8,366.00	\$ 8,366.00
1090200	AS-BUILT CONSTRUCTION PLANS	LS	1,000			\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
2014000	SELECT CLEARING AND GRUBBING	LS	1,000			\$ 7,500.00	\$ 7,500.00	\$ 26,800.00	\$ 26,800.00
2022000	REMOVAL & DISPOSAL ITEM NO. 1	LS	1,000			\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
2022000	REMOVAL & DISPOSAL ITEM NO. 2	LS	1,000			\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
2022000	REMOVAL & DISPOSAL ITEM NO. 3	LS	1,000			\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
2022000	REMOVAL & DISPOSAL ITEM NO. 4	LS	1,000			\$ 1,250.00	\$ 1,250.00	\$ 2,500.00	\$ 2,500.00
2025000	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVING	SY	1147.000			\$ 10.00	\$ 11,470.00	\$ 15.00	\$ 17,205.00
2031200	SITE EXCAVATION	LS	1,000			\$ 15,000.00	\$ 15,000.00	\$ 38,600.00	\$ 38,600.00
2033000	BORROW EXCAVATION	CY	230,000			\$ 40.00	\$ 9,200.00	\$ 60.00	\$ 13,800.00
2103000	FLOWABLE FILL	CY	21,000			\$ 125.00	\$ 2,625.00	\$ 150.00	\$ 3,150.00
3069900	MAINTENANCE STONE	TON	80,000			\$ 50.00	\$ 4,000.00	\$ 30.00	\$ 2,400.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	168,000			\$ 20.00	\$ 3,360.00	\$ 18.00	\$ 3,024.00
6271010	4" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	20,000			\$ 3.00	\$ 60.00	\$ 50.00	\$ 1,000.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	481,000			\$ 5.00	\$ 2,405.00	\$ 10.00	\$ 4,810.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL	LF	83,000			\$ 20.00	\$ 1,660.00	\$ 20.00	\$ 1,660.00
7143615	15" SMOOTH WALL PIPE	LF	544,000			\$ 45.00	\$ 24,480.00	\$ 55.00	\$ 29,920.00
7143618	18" SMOOTH WALL PIPE	LF	688,000			\$ 50.00	\$ 34,400.00	\$ 65.00	\$ 44,720.00
7143624	24" SMOOTH WALL PIPE	LF	68,000			\$ 60.00	\$ 4,080.00	\$ 66.00	\$ 4,488.00
7141146	29" X 45" HORIZONTAL ELLIPTICAL (HE) RC PIPE CUL - GLASS HE-III	LF	40,000			\$ 200.00	\$ 8,000.00	\$ 66.00	\$ 2,640.00
7149999	CLEAN EXISTING PIPE	LF	500,000			\$ 12.00	\$ 6,000.00	\$ 7.00	\$ 3,500.00
7191605	CATCH BASIN - TYPE 16	EA	14,000			\$ 4,000.00	\$ 56,000.00	\$ 8,260.00	\$ 115,640.00
7192010	DROP INLET (24" X 24")	EA	5,000			\$ 4,000.00	\$ 20,000.00	\$ 4,200.00	\$ 21,000.00
7192090	TRENCH DRAIN - 4" ID	LF	3,000			\$ 750.00	\$ 2,250.00	\$ 333.00	\$ 999.00
7198496	CONVERT JB TO MH	EA	1,000			\$ 3,000.00	\$ 3,000.00	\$ 4,620.00	\$ 4,620.00



SIDEWALK PACKAGE S-6 OET-589-IFB-2018

ITEM #	DESCRIPTION	LENGTH (ML)		Engineer's Estimate		Armstrong Contractors, LLC		AOS Specialty Contractors, Inc.	
		UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
7198310	CONVERT INLET TO JB	EA	2,000			\$ 3,000.00	\$ 6,000.00	\$ 4,620.00	\$ 9,240.00
7198330	JUNCTION BOX - CONVERT CB T-1	EA	1,000			\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
7198392	JUNCTION BOX - CONVERT CB T-16	EA	2,000			\$ 4,000.00	\$ 8,000.00	\$ 6,750.00	\$ 13,500.00
7198394	JUNCTION BOX - CONVERT CB T-18	EA	1,000			\$ 5,000.00	\$ 5,000.00	\$ 9,310.00	\$ 9,310.00
7203230	CONCRETE C & G (2'-0") OGEE	LF	3947.000			\$ 17.00	\$ 67,099.00	\$ 41.00	\$ 161,827.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	2303.000			\$ 75.00	\$ 172,725.00	\$ 89.00	\$ 204,967.00
7204900	DETECTABLE WARNING SURFACE	SF	219.000			\$ 25.00	\$ 5,475.00	\$ 42.00	\$ 9,198.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SF	385.000			\$ 95.00	\$ 36,575.00	\$ 28.00	\$ 10,780.00
8068300	TEMPORARY PLASTIC FENCING	LF	120.000			\$ 15.00	\$ 1,800.00	\$ 5.00	\$ 600.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.401			\$ 5,000.00	\$ 2,407.20	\$ 800.00	\$ 320.96
8102100	SEEDING (UNMULCHED)	MSY	1.361			\$ 3,500.00	\$ 4,763.50	\$ 800.00	\$ 1,088.80
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	170.000			\$ 15.00	\$ 2,550.00	\$ 10.00	\$ 1,700.00
8153000	SILT FENCE	LF	1932.000			\$ 6.00	\$ 11,592.00	\$ 5.00	\$ 9,660.00
8156212	INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 16)	EA	9,000			\$ 300.00	\$ 2,700.00	\$ 500.00	\$ 4,500.00
	Total						\$ 999,924.31		\$ 999,413.76



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Bid Opening for Sidewalk Package S-6
 Date: April 18, 2018
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Dale Collier / PDT	dcollier@richlandpenny.com	803-917-6250
Perry Mayhew / PDT	Perryhew@richlandpenny.com	803-726-3576
Wade Smith / PDT	wsmith@richlandpenny.com	803-726-6153
Jane Plente	mike@bussc.org jane@bussc.org	803-798-6831
Scott Jordan	Scott@armstrongsubcontractors.com	513-9254
Frank Mitchell / Precision Nelson	Orion.mitchell@col.com	(803) 252-1634
Gray Richardson / Lead Construction	gray@leadconstruction.com	803-572-6026
Red Son / Lead Construction	lson@leadconstruction.com	803-568-2190
Larry B. Caraway / Caraway Construction	larrycaraway@yahoo.com	803-491-7910 Cell
Ben King / Packer PDT	blking@richlandpenny.com	803-351-5207

Jennifer Wadischen RC Proc. Wlad@richlandcountysc.gov 576-
 Al 716
 Tony Edwards RC Trans. EdwardsT@richlandcountysc.gov 726-6720
 1

[Print this page](#)

Board: Commercial Contractors

ARMSTRONG CONTRACTORS LLC
600 LONGTOWN RD
COLUMBIA, SC 29229-0018
(803) 788-1190

License number: 107878
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 01/28/2003
Classification: AP5 WL5
President / Owner: MICHAEL ARMSTRONG

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
ARMSTRONG MICHAEL (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. BD3); the number behind the letters indicates their designated dollar limit per contract (i.e. BD3); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving.....AP	Air Conditioning.....AC
Boiler Installation.....BL	Electrical.....EL
Boring & Tunneling (no technical exam).....BT	Heating.....HT
Bridges.....BR	Lightning Protection.....LP
Building (BD, LB, UB) *.....BD	Packaged Equipment.....PK
Concrete.....CT	Plumbing.....PB
Concrete Paving.....CP	Pressure and Process Piping ****.....1P/2P
General Roofing.....GR	Refrigeration.....RG
Glass & Glazing.....GG	
Grading.....GD	
Highway **.....HY	
Highway Incidental (no technical exam).....HI	
Interior Renovation (no technical exam).....IR	
Marine.....MR	
Masonry (no technical exam).....MS	
Pipelines.....PL	
Pre-Engineered Metal Buildings.....MB	
Public Electrical Utility ***.....1U/2U	
Railroad (no technical exam).....RR	
Specialty Roofing.....SR	
Structural Framing.....SF	
Structural Shapes (no technical exam).....SS	
Swimming Pools.....SP	
Water & Sewer Lines.....WL	
Water & Sewer Plants.....WP	
Wood Frame Structures.....WF	

- * Building (BD): includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** Highway (HY): includes AP, CP, BR, GD, HI.
- *** Public Electrical Utility (1U/2U): "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** Pressure and Process Piping (1P/2P): "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

***** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS *****

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	Unlimited	\$250,000	Group #5	Unlimited	\$200,000

Revised 07/2016



RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY

Form #: OSBORS
Rev. Date: 10/6/2011

Date Submitted:	5/31/18				
Project Number:					
Contractor Name:	Armstrong Contractors				
Address 1:	P.O. Box 24053				
Address 2:		City:	State:	Zip Code:	
Office Number:	788-1190	Col	SC	29229	
Contact Person:	Mike Armstrong				
Email Address:					
SLBE Goal Percentage:	Self 100%	Percentage Committed to Subcontractor:	100%	Percentage not attained by Prime Contractor:	100%

I certify that the information submitted on this form for the good faith efforts documentation is true and correct to the best of my knowledge.

Bidder/Authorized Representative: Mike Armstrong
(Print Name)

Signature: [Handwritten Signature]

Title: President Date: 5/30/18



TRANSPORTATION PROGRAM

June 11, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Dirt Road Package G
PDT-588-IFB-2018

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, June 6, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Dirt Road Package G Project. The Richland Program Development Team has reviewed the four (4) submitted bids for Dirt Road Package G and found a mathematical error in the manual paper bid submitted by Armstrong Contractors as outlined in the tabulation below and highlighted in the attached Bid Comparison to the Engineering estimate. The bids received were as follows.

DIRT ROAD PACKAGE G - BID RESULTS SUMMARY		
BIDDER	SUBMITTED BID	* CORRECTED BID
McClam & Associates	\$ 664,870.55	NA
Lindler's Construction	\$ 857,880.55	NA
Cherokee, Incorporated	\$ 889,787.50	NA
Armstrong Contractors	\$913,720.25	\$ 914,205.25
* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid		

Further review shows that McClam & Associates is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 10:00 AM on April 25, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 7.08% below the Engineer's Estimate of \$715,506.11 for the project. A review of the low bid also shows a commitment of 5.33% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 4.98% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, McClam & Associates. It is further recommended that the approval of the award also include a 10% contingency of \$66,487.06. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Nicole Smith, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

- Certified Bid Tab
- Bid Form – McClam & Associates
- Bid Comparison to Engineering Estimate
- Pre-Bid Sign In Sheets
- McClam & Associates / Taylor Brothers License Confirmation
- McClam & Associates SLBE Participation Sheet



2017 DIRT ROADS PACKAGE G

LENGTH (M.) 0.534

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.000	74,250.00	74,250.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.000	19,030.00	19,030.00
1071000	TRAFFIC CONTROL	LS	1.000	37,400.00	37,400.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1.000	27,720.00	27,720.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	83.600	30.80	2574.88
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	LF	58.000	44.00	2552.00
2025080	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	100.000	44.00	4,400.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	2.541	77.00	195.66
2028600	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	163.000	44.00	7172.00
2031000	UNCLASSIFIED EXCAVATION	CY	2704.000	15.00	41,760.00
2033000	BORROW EXCAVATION	CY	328.000	18.20 18.20	5969.60
2081001	FINE GRADING	SY	8641.000	3.30	28,515.30
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	1247.000	7.00	8,729.00
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	3380.000	9.30	31,434.00
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	3944.000	11.50	45,356.00
3069900	MAINTENANCE STONE	TON	90.000	41.00	3,690.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	83.000	568.00	35,784.00
4020030	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C	TON	142.000	168.00	23,856.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	814.000	70.00	63,980.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	188.000	17.50	2940.00
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO- 90 MIL	LF	80.000	7.20	576.00
6271015	8" WHITE SOLID LINES (GAP EXCL.) THERMO- 90 MIL	LF	104.000	8.09	841.36
6271025	24" WHITE SOLID LINES (STOP/DIAG) THERMO- 125 MIL	LF	53.000	24.20	1282.60
6271074	4" SOLID YELLOW LINES (PVT. EDGE) THERMO- 90 MIL	LF	300.000	4.00	1200.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR. 4"X4"	EA	132.000	26.20	3458.40
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN	SF	26.000	23.75	617.50
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	48.000	14.75	708.00
7011100	CONCRETE FOR STRUCTURES - CLASS 3000 (ROADWAY)	CY	0.509	330.00	167.97
7055020	ALUMINUM PIPE HANDRAILING	LF	10.000	132.00	1320.00
7143615	15" SMOOTH WALL PIPE	LF	96.000	47.00	4512.00
7143618	18" SMOOTH WALL PIPE	LF	416.000	50.00	20,800.00
7191205	CATCH BASIN - TYPE 9	EA	1.000	2750.00	2750.00
7191250	CATCH BASIN - TYPE 9 MH	EA	2.000	2750.00	5,500.00
7192041	DROP INLET TYPE 112 WITH 4 X 4 BOX	EA	1.000	2860.00	2860.00

Richland Co. Transportation
Improvement Program

Bid Form

May 23, 2018



2017 DIRT ROADS PACKAGE G

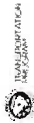
LENGTH (MI.) 0.534

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
71B2107	MANHOLE WITH STANDARD 4 X 4 BOX	EA	1.000	2750.00	2750.00
72D1100	CONCRETE CURB (TRANSITION)	LF	6.000	60.50	363.00
7203110	CONCRETE CURB & GUTTER (1'-6") VERTICAL FACE	LF	103.000	38.50	3965.50
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	3.600	60.50	217.80
7204900	DETECTABLE WARNING SURFACE	SF	25.000	55.00	1375.00
7208000	PEDESTRIAN RAMP CONSTRUCTION	SY	50.000	93.50	4675.00
8041020	RIP-RAP (CLASS B)	TON	24.500	58.00	1421.00
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C	SY	31.500	16.50	519.75
8071000	RESET FENCE	LF	32.000	22.00	704.00
8072000	RESET CHAIN-LINK FENCE	LF	320.000	22.00	7040.00
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	14.000	105.00	1470.00
8100001	PERMANENT VEGETATION	MSY	6.915	363.00	2510.15
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	1.007	5720.00	5760.04
8151111	TEMPORARY EROSION CONTROL BLANKET (CLASS A)	MSY	0.110	2750.00	302.50
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	36.000	13.20	475.20
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	554.000	9.90	5484.60
8153000	SILT FENCE	LF	1586.000	2.36	3724.75
8158219	INLET STRUCTURE FILTER - TYPE A	LF	20.000	6.75	135.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	825.000	23.00	18,975.00
8999004	INSTALL WATER SERVICE LINES	LF	9000.000	9.90	89,100.00
TOTAL					8664,670.55



DIRT ROAD PACKAGE G PDT-588-IFB-2018

ITEM #	DESCRIPTION	LENGTH (M)	0.54	Engineer's Estimate		McClain & Associates		Lindler's		Charolise Inc.		Armstrong	
				TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE
1031000	MOBILIZATION	LS	1,000										
1050000	CONSTRUCTION STAKES, LINES & GRADES	EA	1,000										
1071000	TRAFFIC CONTROL	LS	1,000										
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1,000										
2020000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	83,600										
2024100	REMOVAL & DISPOSAL OF EXISTING CURB	LF	86,000										
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	100,000										
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	2,541										
2028600	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	163,000										
2031000	UNCLASSIFIED EXCAVATION	CY	2784,000										
2033000	BORROW EXCAVATION	CY	328,000										
2081001	FINE GRADING	SY	8641,000										
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	1247,000										
3050108	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	3380,000										
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	3944,000										
3069900	MAINTENANCE STONE	TON	80,000										
4011004	LIQUID ASPHALT BINDER PG64-22	TON	63,000										
4020300	HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C	TON	142,000										
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	914,000										
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	166,000										
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO-80 MIL	LF	80,000										
6271016	8" WHITE SOLID LINES (GAP EXCL.) THERMO-80 MIL	LF	104,000										
6271025	24" WHITE SOLID LINES (STOP/DIAG) THERMO- 125 MIL	LF	63,000										
6271074	4" SOLID YELLOW LINES (P.V.T. EDGE) THERMO- 90 MIL	LF	300,000										
6301100	PERMANENT YELLOW PAVEMENT MARKERS BLDGR- 4"x4"	EA	132,000										
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN	SF	26,000										
6831210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	48,000										
7011100	CONCRETE FOR STRUCTURES - CLASS 3000 (ROADWAY)	CY	0,509										
7055020	ALUMINUM PIPE HANDRAILING	LF	10,000										
7143615	15" SMOOTH WALL PIPE	LF	96,000										
7143616	18" SMOOTH WALL PIPE	LF	415,000										
7191205	CATCH BASIN - TYPE 9	EA	1,000										
7191250	CATCH BASIN - TYPE 9 MH	EA	2,000										
7192041	DROP INLET TYPE 112 WITH 4 X 4 BOX	EA	1,000										
7192107	MANHOLE WITH STANDARD 4 X 4 BOX	EA	1,000										
7201100	CONCRETE CURB (TRANSITION)	LF	6,000										
7203110	CONCRETE CURB & GUTTER (1'-6") VERTICAL FACE	LF	103,000										
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	3,600										
7204900	DETECTABLE WARNING SURFACE	SF	25,000										



DIRT ROAD PACKAGE G PDT-588-IFB-2018

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		McClam & Associates		Lindler's		Cherokee Inc.		Armstrong	
				LENGTH (MI.)	0.534	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	50,000										
8041020	RIP-RAP (CLASS B)	TON	24,500										
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C	SY	31,500										
8071000	RESET FENCE	LF	32,000										
8072000	RESET CHAIN-LINK FENCE	LF	320,000										
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	14,000										
8100001	PERMANENT VEGETATION	MSY	6,915										
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	1,007										
8161111	TEMPORARY EROSION CONTROL BLANKET (CLASS A)	MSY	0,110										
8162004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	38,000										
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	554,000										
8163000	SILT FENCE	LF	1585,000										
8156219	INLET STRUCTURE FILTER - TYPE A	LF	20,000										
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	825,000										
8899004	INSTALL WATER SERVICE LINES	LF	9000,000										
Total							\$ 664,870.55		\$ 857,890.55		\$ 889,761.50		\$ 814,205.25



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Bid Opening for Dirt Road Package G
 Date: April 25, 2018
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Wendell Powell Palmetto Sitework Services	wpowell@pswillc.com	803-667-7247
Flynn Dickson Lane Construction	JFDickson@laneconstruct.com	803-760-6801
James Gregory Cherokee Trac	jgregory@cherokee-sc.com	803-776-4870
MARK SMITH LEE-LINEBERGER CONST. INC.	MSM@LEE-LINEBERGER.COM	(803) 240-9371
BEN LEWIS - PDT CINDLEES CONST. OF SC LLC	blouis@richlandpenny.com	726-3614
TRIPPA HUNTER Justin Trone McClan & Associates	CHARLIE@CINDLEES.COM jtrone@mcclan.net	803-513-7607 803-351-7967
KAREN JACKSON C.A. JACKSON, INC.	KJACKSON@C.A.JACKSON.COM	803-750-6090
Scott Jordan - Armstrong Contractors	Scott@armstrongcontractors.com	513-9254
GEORGE WALKER - RICHLAND POT	gwalker@richlandpot.com	726-6151



TRANSPORTATION PROGRAM

SECN IN SHEET

Project: Bid Opening for Dirt Road Package G
 Date: April 25, 2018
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Wanda Davis	davisy@rcgov.us	803-576-2127
DAVID PHILLIPS RPT Graveling Inc.	SiteWorkBids@usps.com	803-894-7827
Dase Collier Richland PDT	dcollier@richlandpenny.com	803-917-6258
Jennifer Wladisckin	wladj@richlandcounty.sc.gov	576-2126
David Beatty PDT	dbeatty@richlandpenny.com	726-6159
Jamerie H. Ellis Richland County	eu.ijamelle@richlandcounty.sc.gov	803-576-1369
Melissa Watts Richland Co	watts.melissa@richlandcounty.sc.gov	803-576-1543
Jamie Kendall - PDT	JKendall@richlandpenny.com	803 348 6817
Nicole Smith -PDT	nsmith@richlandpenny.com	803 726-6153
Rebecca Connolly -PDT	Rconnolly@richlandpenny.com	803-726-6165

[Print this page](#)

Board: Commercial Contractors

McCLAM & ASSOCIATES INC
1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN, SC 29075
(803) 345-9194

License number: 10203
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 01/01/1992
Classification: GDS WLS WPS
President / Owner: JESSE.R. MCCLAM III
Vice President: ANSEL C MCCLAM

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

[BYE CLIFFORD \(COG\)](#)
[MCCLAM JESSE \(COG\)](#)
[MCCLAM ANSEL \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. BD3); the number behind the letters indicates their designated dollar limit per contract (i.e. BD3); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning..... AC
Boiler Installation..... BL	Electrical..... EL
Boring & Tunneling (no technical exam) BT	Heating..... HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment..... PK
Concrete..... CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration..... RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines..... PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam)..... RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants..... WP	
Wood Frame Structures..... WF	

- * Building (BD): includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** Highway (HY): includes AP, CP, BR, GD, HI.
- *** Public Electrical Utility (1U/2U): "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** Pressure and Process Piping (1P/2P): "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

[Print this page](#)

Board: Commercial Contractors

TAYLOR BROTHERS CONSTRUCTION CO INC
2201 ATLAS ROAD
COLUMBIA, SC 29209-3621
(803) 776-5113

License number: 15148
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 02/08/1993
Classification: AP5 CP5 GD5
President / Owner: info@taylorbrotherssc.com

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
TAYLOR COLLIER (CG6)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. BD3); the number behind the letters indicates their designated dollar limit per contract (i.e. BD3); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving.....AP	Air Conditioning.....AC
Boiler Installation.....BL	Electrical.....EL
Boring & Tunneling (no technical exam).....BT	Heating.....HT
Bridges.....BR	Lightning Protection.....LP
Building (BD, LB, UB) *.....BD	Packaged Equipment.....PK
Concrete.....CT	Plumbing.....PB
Concrete Paving.....CP	Pressure and Process Piping ****.....1P/2P
General Roofing.....GR	Refrigeration.....RG
Glass & Glazing.....GG	
Grading.....GD	
Highway **.....HY	
Highway Incidental (no technical exam).....HI	
Interior Renovation (no technical exam).....IR	
Marine.....MR	
Masonry (no technical exam).....MS	
Pipelines.....PL	
Pre-Engineered Metal Buildings.....MB	
Public Electrical Utility ***.....1U/2U	
Railroad (no technical exam).....RR	
Specialty Roofing.....SR	
Structural Framing.....SF	
Structural Shapes (no technical exam).....SS	
Swimming Pools.....SP	
Water & Sewer Lines.....WL	
Water & Sewer Plants.....WP	
Wood Frame Structures.....WF	

- * Building (BD): includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** Highway (HY): includes AP, CP, BR, GD, HI.
- *** Public Electrical Utility (1U/2U): "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** Pressure and Process Piping (1P/2P): "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

***** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS *****

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY

OSBORN
Rev. Date: 10/5/201

Date Submitted:	6/6/18				
Project Number:	DIRT ROAD PACKAGE G				
Contractor Name:	TAYLOR BROTHERS				
Address 1:	2201 ATLAS ROAD				
Address 2:		City:	State:	Zip Code:	
		COLUMBIA	SC	29290	
Office Number:	803776 5113	Mobile Number:			
Contact Person:	COLLEEN TAYLOR				
Email Address:					
SLBE Goal Percentage:	4.98	Percentage Committed to Subcontractor:	5.33	Percentage not attained by Prime Contractor:	X

I certify that the information submitted on this form for the good faith efforts documentation is true and correct to the best of my knowledge.

Director/Authorized Representative: JR McCallam
(Print Name)
Signature: [Handwritten Signature]
Title: PRESIDENT Date: 6/6/18



TRANSPORTATION PROGRAM

June 11, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Dirt Road Package
H PDT-719-IFB-2018

Dear Dr. Thompson:

A bid opening was held at 2:30 PM on Wednesday, June 6, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Dirt Road Package H Project. The Richland Program Development Team has reviewed the four (4) submitted bids for Dirt Road Package H and found mathematical errors in the manual paper bids submitted by Lindler's Construction and Cherokee, Inc. as outlined in the tabulation below and highlighted in the attached Bid Comparison to the Engineering estimate. The bids received were as follows.

DIRT ROAD PACKAGE H - BID RESULTS SUMMARY		
BIDDER	SUBMITTED BID	* CORRECTED BID
McClam & Associates	\$ 1,518,811.07	NA
Armstrong Contractors	\$ 1,841,332.50	NA
Lindler's Construction	\$ 1,879,393.85	\$ 1,879,401.35
Cherokee, Incorporated	\$ 2,005,799.50	\$ 2,010,599.50
* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid		

Further review shows that McClam & Associates is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 10:00 AM on April 25, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 22.67% below the Engineer's Estimate of \$1,963,977.67 for the project. A review of the low bid also shows a commitment of **4.90%** utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 4.05% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, McClam & Associates. It is further recommended that the approval of the award also include a 10% contingency of \$151,881.11. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Nicole Smith, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab

Bid Form – McClam & Associates

Bid Comparison to Engineering Estimate

Pre-Bid Sign In Sheets

McClam & Associates / Taylor Brothers License Confirmation

McClam & Associates SLBE Participation Sheet

08:26 AM '18
Richland County Procurement Dept



Dirt Road Package #
BID TABULATION SHEET
PROJECT NUMBER: PDT-719-IFB-2018
June 6, 2018 - 2:30 PM

Bidder	Total Bid
Armstrong Contractors	\$ 1,841,332.50
Lindler's Construction	\$1,879,393.85
McClain & Associates, Inc.	91518,811.07
Cherokee	\$ 2,005,799.50

CERTIFIED BY: *Paul Cullen*

Richland Co. Transportation
Improvement Program

Bid Form

May 23, 2018



2017 DIRT ROADS PACKAGE H

LENGTH (MI) 1.651

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.000	107,717.00	107,717.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	1.000	54,600.00	54,600.00
1071000	TRAFFIC CONTROL	LS	1.000	72,875.00	72,875.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	1.000	61,358.00	61,358.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	395.500	31.00	12,260.50
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	1.266	77.00	97.48
2029000	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	141.000	44.00	6,204.00
2031000	UNCLASSIFIED EXCAVATION	CY	10635.000	13.75	146,231.25
2033000	BORROW EXCAVATION	CY	700.000	17.50	12,250.00
2081001	FINE GRADING	SY	25085.000	3.30	82,714.50
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	2007.000	7.15	14,350.05
3050106	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	256.000	11.50	2,944.00
3089000	MAINTENANCE STONE	TON	220.000	40.50	8,910.00
3071060	CEMENT STABILIZED EARTH BASE COURSE (6" UNIFORM)	SY	6636.000	7.35	48,839.60
3071060	CEMENT STABILIZED EARTH BASE COURSE (8" UNIFORM)	SY	13972.000	7.00	97,804.00
3072000	PORTLAND CEMENT FOR CEMENT STAB. EARTH BASE COURSE	TON	330.000	182.00	60,060.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	157.000	566.00	89,176.00
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	2569.000	69.30	178,031.70
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	484.000	17.40	8,073.60
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO- 90 MIL	LF	134.000	4.75	636.50
6271025	24" WHITE SOLID LINES (STOP/DIAG) THERMO- 125 MIL	LF	124.000	16.00	1,984.00
6271074	4" SOLID YELLOW LINES (PVT. EDGE) THERMO- 90 MIL	LF	1306.000	2.70	3,526.20
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR. 4"X4"	EA	401.000	18.70	7,498.70
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN	SF	44.000	24.00	1,056.00
6681210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	84.000	14.75	1,239.00
7011851	CONCRETE KEY	LF	24.000	63.80	1,531.20
7141123	18" RC PIPE CLASS IV	LF	640.000	51.50	32,960.00
7141132	18" RC PIPE CLASS V	LF	240.000	50.25	12,060.00
7143615	15" SMOOTH WALL PIPE	LF	416.000	47.00	19,552.00
7143618	18" SMOOTH WALL PIPE	LF	616.000	47.00	28,952.00
7149999	CLEAN EXISTING PIPE	LF	180.000	9.90	1,485.00

Richland Co. Transportation
Improvement Program

Bid Form

May 23, 2018

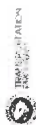


2017 DIRT ROADS PACKAGE H

LENGTH (MI.) 1.651

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
7191250	CATCH BASIN - TYPE 9 MH	EA	12.000	2750.00	33,000.00
7197918	CAP EXISTING 18" RCP	LS	1.000	825.00	825.00
8041010	RIP-RAP (CLASS A)	TON	51.000	52.00	2652.00
8041020	RIP-RAP (CLASS B)	TON	7.000	52.00	364.00
8048110	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE C	SY	54.000	8.10	437.40
8048200	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE A	SY	24.000	8.10	194.40
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE B	SY	23.000	8.10	186.30
8071000	RESET FENCE	LF	40.000	22.00	880.00
8072000	RESET CHAIN-LINK FENCE	LF	998.700	22.00	21,971.40
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	128.000	105.00	13,230.00
8100001	PERMANENT VEGETATION	MSY	18.446	363.00	6,675.90
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	0.482	5,720.00	2,642.64
8151103	TURF REINFORCEMENT MATTING (TRM) TYPE 3	MSY	1.372	6,875.00	9,432.50
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	200.000	13.25	2,650.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	48.000	11.00	528.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	320.000	9.90	3,168.00
8163000	SILT FENCE	LF	5044.000	2.30	11,601.20
8153090	REPLACE / REPAIR SILT FENCE	LF	230.000	4.25	977.50
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	675.000	4.15	2,811.75
8156200	CLEANING INLET STRUCTURE FILTERS	EA	2.000	275.00	550.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	3025.000	23.10	69,877.50
8999004	INSTALL WATER SERVICE LINES	LF	16000.000	9.90	158,400.00
TOTAL					1,518,811.07

2386.2



DIRT ROAD PACKAGE H PDT-719-IFB-2018

ITEM#	DESCRIPTION	LENGTH (MI)	1.5:1	Engineer's Estimate		McClam & Associates		Armstrong		Lindler's		Cherokee Inc.	
				UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION		LS	1,000		\$ 107,717.00	\$ 107,717.00	\$ 60,000.00	\$ 60,000.00	\$ 120,000.00	\$ 120,000.00	\$ 97,650.00	\$ 97,650.00
1050000	CONSTRUCTION STAKES, LINES & GRADES		EA	1,000		\$ 54,800.00	\$ 54,800.00	\$ 30,000.00	\$ 30,000.00	\$ 48,000.00	\$ 48,000.00	\$ 50,000.00	\$ 50,000.00
1071000	TRAFFIC CONTROL		LS	1,000		\$ 72,875.00	\$ 72,875.00	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 80,000.00	\$ 91,000.00	\$ 91,000.00
2020000	CLEARING & GRUBBING WITHIN ROADWAY		LS	1,000		\$ 61,358.00	\$ 61,358.00	\$ 35,000.00	\$ 35,000.00	\$ 140,000.00	\$ 140,000.00	\$ 225,000.00	\$ 225,000.00
2050000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT		SY	395.500		\$ 31.00	\$ 12,260.50	\$ 25.00	\$ 9,887.50	\$ 15.00	\$ 5,932.50	\$ 20.00	\$ 7,910.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE		CY	1,284		\$ 71.00	\$ 91,468.00	\$ 780.00	\$ 999,600.00	\$ 500.00	\$ 643,200.00	\$ 1,500.00	\$ 1,926,000.00
2028000	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE		LF	141,000		\$ 44.00	\$ 6,204.00	\$ 20.00	\$ 2,820.00	\$ 15.00	\$ 2,115.00	\$ 20.00	\$ 2,820.00
2031000	UNCLASSIFIED EXCAVATION		CY	16835.000		\$ 13.75	\$ 230,517.50	\$ 12.00	\$ 202,020.00	\$ 18.00	\$ 303,030.00	\$ 25.00	\$ 420,875.00
2033000	BORROW EXCAVATION		CY	700,000		\$ 17.50	\$ 12,250.00	\$ 20.00	\$ 14,000.00	\$ 25.00	\$ 17,500.00	\$ 30.00	\$ 21,000.00
2081001	FINE GRADING		SY	25085.000		\$ 3.30	\$ 82,774.50	\$ 2.00	\$ 50,160.00	\$ 3.00	\$ 75,255.00	\$ 7.50	\$ 187,887.50
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)		SY	2007.000		\$ 7.15	\$ 14,350.05	\$ 18.00	\$ 36,126.00	\$ 10.35	\$ 20,772.45	\$ 11.00	\$ 22,077.00
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)		SY	255.000		\$ 11.50	\$ 2,944.00	\$ 22.00	\$ 5,632.00	\$ 21.00	\$ 5,376.00	\$ 20.00	\$ 5,120.00
3068000	MAINTENANCE STONE		TON	220,000		\$ 40.50	\$ 8,910.00	\$ 50.00	\$ 11,000.00	\$ 30.00	\$ 6,600.00	\$ 65.00	\$ 14,300.00
3071000	CEMENT STABILIZED EARTH BASE COURSE (6" UNIFORM)		SY	6533.000		\$ 7.35	\$ 48,039.00	\$ 8.00	\$ 52,264.00	\$ 6.00	\$ 39,198.00	\$ 6.50	\$ 41,176.80
3071000	CEMENT STABILIZED EARTH BASE COURSE (8" UNIFORM)		SY	13972.000		\$ 7.00	\$ 97,804.00	\$ 10.00	\$ 139,720.00	\$ 9.50	\$ 132,734.00	\$ 6.50	\$ 90,816.00
3072000	PORTLAND CEMENT FOR CEMENT STAB. EARTH BASE COURSE		TON	330,000		\$ 182.00	\$ 60,060.00	\$ 155.00	\$ 51,150.00	\$ 140.00	\$ 46,200.00	\$ 178.00	\$ 58,740.00
4011004	LIQUID ASPHALT BINDER PG64-22		TON	157,000		\$ 568.00	\$ 88,176.00	\$ 550.00	\$ 86,350.00	\$ 625.00	\$ 98,125.00	\$ 620.00	\$ 97,340.00
4039040	HOT MIX ASPHALT SURFACE COURSE - TYPE C		TON	2589.000		\$ 68.30	\$ 176,931.70	\$ 92.00	\$ 238,348.00	\$ 90.00	\$ 231,210.00	\$ 103.00	\$ 264,807.00
6051120	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		SF	484,000		\$ 17.40	\$ 8,420.80	\$ 10.00	\$ 4,840.00	\$ 5.50	\$ 2,662.00	\$ 8.00	\$ 3,872.00
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO- 90 MIL		LF	134,000		\$ 4.75	\$ 636.50	\$ 1.00	\$ 134.00	\$ 5.00	\$ 670.00	\$ 7.00	\$ 938.00
6271025	24" WHITE SOLID LINES (STOP/DIAG) THERMO- 125 MIL		LF	124,000		\$ 16.00	\$ 1,984.00	\$ 10.00	\$ 1,240.00	\$ 12.00	\$ 1,488.00	\$ 10.00	\$ 1,240.00
6271074	4" SOLID YELLOW LINES (PVT. EDGE) THERMO- 90 MIL		LF	1300,000		\$ 2.70	\$ 3,510.00	\$ 1.00	\$ 1,300.00	\$ 2.70	\$ 3,510.00	\$ 3.30	\$ 4,290.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BHDIR - 4"x4"		EA	401,000		\$ 18.70	\$ 7,498.70	\$ 5.00	\$ 2,005.00	\$ 15.00	\$ 6,015.00	\$ 17.00	\$ 6,817.00
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN		SF	44,000		\$ 24.00	\$ 1,056.00	\$ 20.00	\$ 880.00	\$ 17.00	\$ 748.00	\$ 30.00	\$ 1,320.00
6531210	I-SECTION POST FOR SIGN SUPPORTS - 3P		LF	84,000		\$ 14.75	\$ 1,239.00	\$ 15.00	\$ 1,260.00	\$ 11.00	\$ 924.00	\$ 20.00	\$ 1,680.00
7011851	CONCRETE KEY		LF	24,000		\$ 63.80	\$ 1,531.20	\$ 100.00	\$ 2,400.00	\$ 100.00	\$ 2,400.00	\$ 200.00	\$ 4,800.00
7141123	18" RC PIPE CLASS IV		LF	640,000		\$ 51.50	\$ 33,000.00	\$ 55.00	\$ 35,200.00	\$ 65.00	\$ 41,600.00	\$ 80.00	\$ 51,200.00
7141132	15" RC PIPE CLASS V		LF	240,000		\$ 50.25	\$ 12,060.00	\$ 50.00	\$ 12,000.00	\$ 60.00	\$ 14,400.00	\$ 80.00	\$ 19,200.00
7143615	15" SMOOTH WALL PIPE		LF	416,000		\$ 47.00	\$ 19,552.00	\$ 40.00	\$ 16,640.00	\$ 45.00	\$ 18,720.00	\$ 65.00	\$ 27,040.00
7143618	18" SMOOTH WALL PIPE		LF	616,000		\$ 47.00	\$ 28,952.00	\$ 45.00	\$ 27,720.00	\$ 50.00	\$ 30,800.00	\$ 75.00	\$ 46,200.00
7148888	CLEAN EXISTING PIPE		LF	150,000		\$ 9.90	\$ 1,485.00	\$ 25.00	\$ 3,750.00	\$ 22.00	\$ 3,300.00	\$ 60.00	\$ 7,500.00
7191250	CATCH BASIN - TYPE 9 NH		EA	12,000		\$ 2,750.00	\$ 33,000.00	\$ 5,500.00	\$ 66,000.00	\$ 3,200.00	\$ 38,400.00	\$ 4,000.00	\$ 48,000.00
7191818	CAP EXISTING 18" RCP		LS	1,000		\$ 625.00	\$ 625.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00
8041010	RIP-RAP (CLASS A)		TON	51,000		\$ 52.00	\$ 2,652.00	\$ 125.00	\$ 6,375.00	\$ 85.00	\$ 4,335.00	\$ 100.00	\$ 5,100.00
8041020	RIP-RAP (CLASS B)		TON	7,000		\$ 52.00	\$ 364.00	\$ 125.00	\$ 875.00	\$ 90.00	\$ 630.00	\$ 100.00	\$ 700.00
8048110	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE C		SY	54,000		\$ 8.10	\$ 437.40	\$ 15.00	\$ 810.00	\$ 5.00	\$ 270.00	\$ 20.00	\$ 1,080.00
8048200	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE A		SY	24,000		\$ 8.10	\$ 194.40	\$ 20.00	\$ 480.00	\$ 5.00	\$ 120.00	\$ 20.00	\$ 480.00
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE B		SY	23,000		\$ 8.10	\$ 186.30	\$ 25.00	\$ 575.00	\$ 5.00	\$ 115.00	\$ 20.00	\$ 460.00
8071000	RESET FENCE		LF	40,000		\$ 22.00	\$ 880.00	\$ 75.00	\$ 3,000.00	\$ 15.00	\$ 600.00	\$ 25.00	\$ 1,000.00



DIRT ROAD PACKAGE H PDT-719-IFB-2018

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		McClam & Associates		Armatrong		Lindler's		Cherokee Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
8072000	RESET CHAIN-LINK FENCE	LF	988,700										
8081010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	126,000										
8100001	PERMANENT VEGETATION	MSY	18,446										
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	0,462										
8151103	TURF REINFORCEMENT MATTING (TRM) TYPE 3	MSY	1,372										
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	200,000										
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	46,000										
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	320,000										
8153000	SILT FENCE	LF	504,000										
8153090	REPLACE /REPAIR SILT FENCE	LF	230,000										
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	575,000										
8156200	CLEANING INLET STRUCTURE FILTERS	EA	2,000										
8156490	STABILIZED CONSTRUCTION ENTRANCE	SY	3025,000										
8999004	INSTALL WATER SERVICE LINES	LF	16000,000										
	Total				\$ 1,953,977.67		\$ 1,516,611.07		\$ 1,841,332.50		\$ 1,879,401.35		\$ 2,010,599.50



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Bid Opening for Dirt Road Package H
 Date: April 25, 2018
 Meeting Time: 11:15 AM

NAME/Business	EMAIL	PHONE
Aaron Jackson		
C. B. Jackson, Inc	AJACKSON@CBJACKSON.COM	803.758.6070
Flynn Dickson Lane Construction	JFDickson@LaneConstruct.com	303.260.6801
JAMES GREGORY Chegg Kee, Inc	JGregory@CheggKee-SC.COM	803.796.4870
TYMIRK SMITH LEE-LINEBERGER CONST. INC.	MSMITH@LEE-LINEBERGER.COM	(803) 246-9371
Ben Lewis Richland PPT	blewis@richlandpenny.com	726-3614
Justin Trone McClain + Associates LINCOLN CONST OF SC LLC	jtrone@mcclain.net	803 351-7467
TRIPLE NUMBER		
Scott Jordan - Armstrong Contractors	CHARLIE@KANDOLLAS.COM SCOTT@ARMSTRONGCONTRACTORS.COM	803.513.7607 513-5054
Jamie Kendall - Richland PPT	JKendall@richlandpenny.com	348-6813
Melissa Wetts - Richland Co OSBO	wetts.melissa	



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Bid Opening for Dirt Road Package H

Date: April 25, 2018

Meeting Time: 11:15 AM

NAME/Business	EMAIL	PHONE
DAVID PHILLIPS R & T Gardening, Inc	Sitzewick@rtds.com	803-894-7827
Jennifer Wladischkin Richland City	wladja@rcgov.us	803-576-2126
Yolanda Davis Richland County	edavis@rcgov.us	803-576-2127
Nicole Smith - PDT	nsmith@richlandpenny.com	803-726-6153
Dale Collier - PDT	dcollier@richlandpenny.com	803-917-6258
Wendell Powell Palmetto Sitework Services	wpowell@pswslc.com	803-667-2247
GERARD WALKER - PDT	gwalker@richlandpenny.com	803-726-6151

[Print this page](#)

Board: Commercial Contractors

McCLAM & ASSOCIATES INC
1642 HOLY TRINITY CHURCH ROAD
LITTLE MOUNTAIN, SC 29075
(803) 345-9194

License number: 10203
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 01/01/1992
Classification: GD5 WL5 WP5
President / Owner: JESSE.R. MCCLAM III
Vice President: ANSEL C MCCLAM

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

[BYE CLIFFORD \(CG\)](#)
[MCCLAM JESSE \(CG\)](#)
[MCCLAM ANSEL \(CG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving..... AP	Air Conditioning..... AC
Boiler Installation..... BL	Electrical..... EL
Boring & Tunneling (no technical exam)..... BT	Heating..... HT
Bridges..... BR	Lightning Protection..... LP
Building (BD, LB, UB) *..... BD	Packaged Equipment..... PK
Concrete..... CT	Plumbing..... PB
Concrete Paving..... CP	Pressure and Process Piping ****..... 1P/2P
General Roofing..... GR	Refrigeration..... RG
Glass & Glazing..... GG	
Grading..... GD	
Highway **..... HY	
Highway Incidental (no technical exam)..... HI	
Interior Renovation (no technical exam)..... IR	
Marine..... MR	
Masonry (no technical exam)..... MS	
Pipelines..... PL	
Pre-Engineered Metal Buildings..... MB	
Public Electrical Utility ***..... 1U/2U	
Railroad (no technical exam)..... RR	
Specialty Roofing..... SR	
Structural Framing..... SF	
Structural Shapes (no technical exam)..... SS	
Swimming Pools..... SP	
Water & Sewer Lines..... WL	
Water & Sewer Plants..... WP	
Wood Frame Structures..... WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS ***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

[Print this page](#)

Board: Commercial Contractors

TAYLOR BROTHERS CONSTRUCTION CO INC
2201 ATLAS ROAD
COLUMBIA, SC 29209-3621
(803) 776-5113

License number: 15148
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 02/08/1993
Classification: AP5 CP5 GD5
President / Owner: info@taylorbrotherssc.com

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
TAYLOR COLLIER (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. BD3); the number behind the letters indicates their designated dollar limit per contract (i.e. BD3); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility **** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * Building (BD): includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** Highway (HY): includes AP, CP, BR, GD, HI.
- *** Public Electrical Utility (1U/2U): "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** Pressure and Process Piping (1P/2P): "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

***** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS*****

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016



RICHLAND COUNTY OFFICE OF SMALL BUSINESS OPPORTUNITY

Contract #: OSB009
Rev. Date: 12/6/201

Date Submitted:	6/6/18				
Project Number:	DIRT ROAD PACKAGE H				
Contractor Name:	TAYLOR BROTHERS				
Address 1:	2201 ATLAS ROAD				
Address 2:	City:	State:	Zip Code:		
	COLUMBIA	SC	29290		
Office Number:	Mobile Number:				
Contact Person:	COURTNEY TAYLOR				
Email Address:					
SLBE Goal Percentage:	4.05	Percentage Committed to Subcontractor:	4.90	Percentage not obtained by Prime Contractor:	X

I certify that the information submitted on this form for the good faith efforts documentation is true and correct to the best of my knowledge.

Bidder/Authorized Representative: JR McCLAM
(Print Name)

Signature: J.R. McClam

Title: PRESIDENT Date: 6/6/20



TRANSPORTATION PROGRAM

July 5, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Resurfacing Package O
PDT-764-IFB-2018

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, June 27, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Resurfacing Package O Project. The Richland Program Development Team has reviewed the four (4) submitted bids for Resurfacing Package O Project and found a mathematical error in the manual paper bid submitted by Lane Construction as outlined in the tabulation below and highlighted in the attached Bid Comparison to the Engineering estimate. The bids received were as follows.

Resurfacing Package O - BID RESULTS SUMMARY		
BIDDER	SUBMITTED BID	* CORRECTED BID
C. R. Jackson	\$ 1,139,710.86	NA
Palmetto Corp of Conway, Inc.	\$ 1,208,971.16	NA
Lane Construction	\$ 1,437,085.02	\$ 1,437,085.03
Lynches River Contracting, Inc.	\$ 1,667,093.30	NA

* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid

Further review shows that C.R. Jackson is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 10:00 AM on May 23, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 5.8% below the Engineer's Estimate of \$1,208,971.16 for the project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, C.R. Jackson. It is further recommended that the approval of the award also include a 10% contingency of \$113,971.08. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Nicole Smith, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab

Bid Form – C.R. Jackson

Bid Comparison to Engineering Estimate

Pre-Bid Sign In Sheets

C.R. Jackson License Confirmation



Resurfacing Project O
 BID TABULATION SHEET
 PROJECT NUMBER: PDT-764-IFB-2018
 June 27, 2018 ~ 2:00 PM

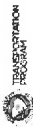
Bidder	Total Bid
Lane Construction	\$1,437,085.02
C. P. Saxson	\$1,139,710.86
Palmetto Corp of Conway, Inc.	\$1,208,971.16
Lynches River Contracting, Inc.	\$1,667,093.30
CERTIFIED BY:	<i>Don Collins</i>

Richland County Procurement Dept
 JUN 27 PM 2:00

BID FORM	\$1,139,710.86
-----------------	-----------------------

Item #	Description	Units	Quantity	Unit Price	Extension
1031000	MOBILIZATION	LS	1.0000	\$55,000.00	\$55,000.00
1071000	TRAFFIC CONTROL	LS	1.0000	\$100,000.00	\$100,000.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	933.6670	\$65.00	\$60,688.36
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	31,037.7760	\$6.00	\$186,226.66
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	6,386.6440	\$110.00	\$702,530.84
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	1,260.0000	\$5.00	\$6,300.00
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES) -PERM.PVMT.MARKING	LF	151.0000	\$10.00	\$1,510.00
6241030	WHITE SINGLE ARROWS (LT, STRGHT, RT) PERM.PVMT.MARKING	EA	6.0000	\$150.00	\$900.00
6241074	4" YELLOW SOLID LINES (PVT.EDGE LINES) PERM.PVMT.MARKING	LF	400.0000	\$5.00	\$2,000.00
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES) -FAST DRY PAINT	LF	151.0000	\$5.00	\$755.00
6250110	4" YELLOW SOLID LINES (PVT.EDGE LINES) FAST DRY PAINT	LF	400.0000	\$2.50	\$1,000.00
7203130	CONCRETE CURB AND GUTTER(1'-6") OGEE	LF	500.0000	\$45.00	\$22,500.00
Total:					\$1,139,710.86

Item #	Description	Units	Quantity	Unit Price	Extension
6250030	WHITE SINGLE ARROWS (LT, STRGHT, RT) - FAST DRY PAINT	EA	6.0000	\$50.00	\$300.00
				Total:	\$1,139,710.86



2018 RESURFACING PACKAGE "O" PDT-764-IFB-2018

ITEM #	DESCRIPTION	LENGTH (MI)	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		C.R. Jackson		Palmetto Corp. of Conway		Lane Construction		Lynchus River Contracting	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION		LS	1,000		\$ 55,000.00	\$ 55,000.00							
1071000	TRAFFIC CONTROL		LS	1,000		\$ 100,000.00	\$ 100,000.00							
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)		SY	933.667		\$ 65.00	\$ 60,688.36							
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)		SY	91037.776		\$ 6.00	\$ 546,226.66							
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C		TON	6386.644		\$ 110.00	\$ 702,530.84							
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		SF	1260.000		\$ 5.00	\$ 6,300.00							
6241025	24" WHITE SOLID LINES (STOPPING LINES)-PERM.PVMT.MARKING		LF	151.000		\$ 10.00	\$ 1,510.00							
6241030	WHITE SINGLE ARROWS (LT, STRGHT, RT) PERM.PVMT.MARKING		EA	6,000		\$ 150.00	\$ 900.00							
6241074	4" YELLOW SOLID LINES(PV,EDGE LINES) PERM.PVMT.MARKING		LF	400.000		\$ 5.00	\$ 2,000.00							
6250025	24" WHITE SOLID LINES (STOPPING LINES)-FAST DRY PAINT		LF	151.000		\$ 5.00	\$ 755.00							
6250030	WHITE SINGLE ARROWS (LT, STRGHT, RT) - FAST DRY PAINT		EA	6,000		\$ 50.00	\$ 300.00							
6250110	4" YELLOW SOLID LINES(PV,EDGE LINES) FAST DRY PAINT		LF	400.000		\$ 2.50	\$ 1,000.00							
7203130	CONCRETE CURB AND GUTTER(4'-6") OGEE		LF	500.000		\$ 45.00	\$ 22,500.00							
	Total						\$ 1,233,552.45		\$ 1,209,971.16		\$ 1,437,085.02		\$ 1,667,093.50	



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pre-bid for Resurfacing O
 Date: May 23, 2018
 Meeting Time: 10 AM

NAME/Business	EMAIL	PHONE
Dale Collier - PDT	dcollier@richlandpenny.com	803-917-6258
Melissa Watts - Richland County CS&B	watts.m2@vegov.us	803-576-1543
Flynn Dickson - Lane Construction	JFDickson@laneconstruct.com	803-260-6801
Cal Scott	cal.scott@lynchessrivercontractors.com	843-675-5909
Nicole Smith - PDT	nsmith@richlandpenny.com	803-726-5123
Steven Schoolfield - Palmetto Corp.	klevy@palmettocorp.net	803.464.6267
Scott Jordan	scott@armstrongcontractors.com	513-9254
Prin King	blinger@richlandpenny.com	803-351-5287
Roger Reed	k.jackson@richlandpenny.com	803-150-6070
Construction Workers - PDT	g.walker@richlandpenny.com	803-726-6151



**TRANSPORTATION
PROGRAM**

SIGN IN SHEET

Project: Pre-bid for Resurfacing O
Date: May 23, 2018
Meeting Time: 10 AM

NAME/Business	EMAIL	PHONE
Jennifer Wladischkin BC Procurement	wladj@richlandcountysc.gov	803 596 2174

[Print this page](#)

Board: Commercial Contractors

C R JACKSON INC
100 INDEPENDENCE BLVD
COLUMBIA, SC 29210-6848
(803) 750-6070

License number: 877
License type: General Construction Manager
Status: ACTIVE
Expiration: 10/31/2018
Classification: AP CP GD WL

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

[WALKER SEAN - \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD)**: includes GR, IR, MB, MS, SS, WF.
"LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
"UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY)**: includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U)**: **"1U"** given to those licensed prior to 4/1/99 and can engage in stadium lighting work. **"2U"** given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P)**: **"1P"** given to those licensed prior to 4/1/99 and can engage in boiler work; **"2P"** given to those licensed after 4/1/99 and cannot engage in boiler work.

***** DOLLAR LIMITATIONS AND NEW WORTH REQUIREMENTS *****

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018



TRANSPORTATION PROGRAM

Transmittal

To: Kevin Sheppard

Date: 5/31/2018

Subject: SCE&G Relocation Utility Agreement SERN

We are forwarding the following items: Enclosed Under Separate Cover

Quantity	Description
1	Relocation Utility Agreement, Relocation Plans and Prior Right Documentation

These are transmitted as checked below:

- | | |
|--|---|
| <input type="checkbox"/> Approved | <input checked="" type="checkbox"/> For Your Approval |
| <input type="checkbox"/> Approved as Noted | <input type="checkbox"/> As Requested |
| <input type="checkbox"/> No Approved | <input type="checkbox"/> For Your Use |
| <input type="checkbox"/> Revise and Resubmit | <input type="checkbox"/> For Your Files |

Remarks:

By: Rebecca Connelly



TRANSPORTATION PROGRAM

July 5, 2018

Dr. John Thompson
Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

Re: Sidewalk Package S-8
PDT-745-IFB-2018

Dear Dr. Thompson:

A bid opening was held at 2:30 PM on Wednesday, June 27, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Sidewalk Package S-8 Project. The Richland Program Development Team has reviewed the two (2) submitted bids for Sidewalk Package S-8 Project. The bids received were as follows.

Sidewalk Package S-8 - BID RESULTS SUMMARY	
BIDDER	SUBMITTED BID
Armstrong Contractors	\$ 172,941.50
Corley Construction Company, LLC	\$ 92,847.00

Further review shows that Corley Construction Company, LLC is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A Pre-Bid Conference was held at 11:00 AM on May 16, 2018 during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the Pre-Bid Meeting is attached indicating interested firms that were in attendance.

Attached is a final bid tab sheet for your reference which indicates the low bid to be 21.07% below the Engineer's Estimate of \$117,639.20 for the project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Corley Construction Company, LLC. It is further recommended that the approval of the award also include a 10% contingency

of \$9,284.70. We will schedule the pre-construction conference once we have been notified by you that Council has approved the contract.

Sincerely,

RICHLAND PDT, A JOINT VENTURE



Dale Collier
Procurement Manager
Richland PDT, A Joint Venture

Cc: Nicole Smith, Richland PDT
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab

Bid Form – Corley Construction Company, LLC

Bid Comparison to Engineering Estimate

Pre-Bid Sign In Sheets

Corley Construction Company, LLC License Confirmation



Sidewalk Package S-8
 BID TABULATION SHEET
 PROJECT NUMBER: PDT-745-IFB-2018
 June 27, 2018 - 2:30 PM

Bidder	Total Bid
Armstrong Contractors	\$ 172,941.50
Coxley Construction Company, LLC	\$ 92,847.00
CERTIFIED BY: <i>John Miller</i>	Richland County Procurement Dept '18 JUN 27 PM 2:30

Bids Tabulation

Sales Tax Transportation Improvement Program



2018 SIDEWALK PACKAGE S8 PDT-745-IFB-2018

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Cofey Construction, LLC		Armstrong Contractors, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	1.00			\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00
1032010	BONDS AND INSURANCE	LS	1.00			\$ 3,900.00	\$ 3,900.00	\$ 10,000.00	\$ 10,000.00
1050800	CONS. STAKES, LINES AND GRADES	EA	1.00			\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00
1071000	TRAFFIC CONTROL	LS	1.00			\$ 19,000.00	\$ 19,000.00	\$ 12,000.00	\$ 12,000.00
2014000	SELECTED CLEARING AND GRUBBING	LS	1.00			\$ 3,400.00	\$ 3,400.00	\$ 15,000.00	\$ 15,000.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	SY	63.00			\$ 60.00	\$ 3,780.00	\$ 75.00	\$ 4,725.00
2031200	SITE EXCAVATION	LS	1.00			\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00
3069900	MAINTENANCE STONE	TON	20.00			\$ 30.00	\$ 600.00	\$ 50.00	\$ 1,000.00
6020006	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	248.00			\$ 17.00	\$ 4,216.00	\$ 20.00	\$ 4,960.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	323.00			\$ 6.00	\$ 1,938.00	\$ 12.00	\$ 3,876.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	11.00			\$ 20.00	\$ 220.00	\$ 25.00	\$ 275.00
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	11.00			\$ 25.00	\$ 275.00	\$ 375.00	\$ 4,125.00
7203110	CONCRETE C & G (1'-6") VERTICAL FACE	LF	25.00			\$ 30.00	\$ 750.00	\$ 60.00	\$ 1,500.00
7203210	CONCRETE C & G (2'-0") VERTICAL FACE	LF	25.00			\$ 35.00	\$ 875.00	\$ 90.00	\$ 2,250.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	263.00			\$ 41.00	\$ 11,693.00	\$ 80.00	\$ 21,040.00
7204900	DETECTABLE WARNING SURFACE	SF	75.00			\$ 16.00	\$ 1,200.00	\$ 35.00	\$ 2,625.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	70.00			\$ 15.00	\$ 1,050.00	\$ 80.00	\$ 5,600.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	150.00			\$ 20.00	\$ 3,000.00	\$ 150.00	\$ 22,500.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.20			\$ 20,000.00	\$ 4,000.00	\$ 6,000.00	\$ 1,200.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	4.00			\$ 100.00	\$ 400.00	\$ 30.00	\$ 120.00
8153000	SILT FENCE	LF	758.00			\$ 5.00	\$ 3,790.00	\$ 6.00	\$ 4,548.00
8156219	INLET STRUCTURE FILTER - TYPE A	LF	6.50			\$ 100.00	\$ 650.00	\$ 35.00	\$ 297.50
	Total						\$ 117,639.20		\$ 172,941.50



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pre-Bid Meeting for Sidewalk Package S-8
 Date: May 16, 2018
 Meeting Time: 11:00 AM

NAME/Business	EMAIL	PHONE
Melissa Watts KC OSBO	watts.melissa@richlandcountysc.gov	803-574-1543
Cheryl Cook	Cook.Cheryl@richlandcountysc.gov	" " - 1548
Bryant Davis OSBO	davis.bryant@richlandcountysc.gov	803-576-1546
Frank Mitchell - ORION	ORIONMITCH@aol.com	803-622-8695
Mrs. Ellis LLC		803-4098100
Scott Jordan - Armstrong Contractors	scottj@armstrongcontractors.com	803-513-9254
Penny Maxwell - PDT	Pmaxwell@richlandpenny.com	803-726-3576
Nicole Smith - PDT	nsmith@richlandpenny.com	803-467-2679
Sierra Flynn (Procurement)	sierra.flynn@richlandcountysc.gov	(803) 576-2132
Jennifer Wladischkin Procurement	Wladj@richlandcountysc.gov	803-576-2132



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pre-Bid Meeting for Sidewalk Package S-8
 Date: May 16, 2018
 Meeting Time: 11:00 AM

NAME/Business	EMAIL	PHONE
LINDERS CONSTRUCTION OF SE LLC	CHARLIE@LINDERS.COM	803.513.7607
TRIPP HUNTER	GERARD@RICHMONDPENNY.COM	803.726.6151
GERARD WALKER RICHMOND PDT	clbeam@richmondpenny.com	803.726.6170
Charles P. Beum Richmond PDT	lbeedy@richmondpenny.com	726-6159
David Beedy - PDT	blong@richmondpenny.com	803-351-5207
Brian King - PDT	scalier@richmondpenny.com	803-917-6258
Dale Colver - PDT		



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pre-Bid Meeting for Sidewalk Package S-8
 Date: May 16, 2018
 Meeting Time: 11:00 AM

NAME/Business	EMAIL	PHONE
Corley Construction LLC	Corley Const 889150bell@earthlink.net	(803) 515-293
KTD MASONRY & CONCRETE LLC	ktdmasonryconcrete.com	803-309-0296 or 862-7789
Angela Mathis / UD BASKINS Construction, Inc. LLE Construction Group, LLC	construct@idobaskins.com lles@llesconstruction.com LLE Construction	803.041.4068 or 813.507.7894 803-409-8100

[Print this page](#)

Board: Commercial Contractors

CORLEY CONSTRUCTION CO LLC
360 FIRETOWER RD
IRMO, SC 29063
(803)781-3127

License number: 103572
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 05/26/2000
Classification: CT1 MS4 GD4 WL4 WP4
President / Owner: TODD P CORLEY

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By
CORLEY TODD (COG)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#) [View Other License for this Person](#)

No Orders Found

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
 "LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
 "UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** DOLLAR LIMITATIONS AND NEW WORTH REQUIREMENTS***

GENERAL CONTRACTORS				MECHANICAL CONTRACTORS			
Group#	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount	Group #	\$ Limit per Contract	Net Worth/ Total Equity	Surety Bond Amount
Group #1	\$50,000	\$10,000	\$20,000	Group #1	\$17,500	\$3,500	\$7,000
Group #2	\$200,000	\$40,000	\$80,000	Group #2	\$50,000	\$10,000	\$20,000
Group #3	\$500,000	\$100,000	\$200,000	Group #3	\$100,000	\$20,000	\$40,000
Group #4	\$1,500,000	\$175,000	\$350,000	Group #4	\$200,000	\$40,000	\$80,000
Group #5	\$Unlimited	\$250,000	\$500,000	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018



April 27, 2018

Rebecca Connelly, Utility Coordinator
Richland Penny
201 Arbor Lake Drive
Columbia, SC 29223

**Re: Richland County Road Project
Rabbit Run Connector
Richland County
SCE&G OWIP # 27187 (Distribution)**

Dear Rebecca:

Please find enclosed Utility Agreement, estimate, prior rights documentation, and relocation drawings.

Once SCE&G receives the executed Utility Agreement, we can begin relocating our facilities.

If you have questions, or need anything further, please contact me at (803) 217-4733.

Sincerely,

A handwritten signature in black ink that reads "Connie J. Beall".

Connie J. Beall
Highway Coordinator
SCE&G – Right of Way
220 Operations Way (MC: J29)
Cayce, SC 29033-3701

Project # _____ Agreement # _____

UTILITY AGREEMENT

Richland County Project No. _____ Route (or Road No.) Rabbit Run Road

This Agreement made this _____ day of _____, 2018, by and between Richland County, hereinafter called "County" and the South Carolina Electric & Gas hereinafter called "Company".

W I T N E S S E T H:

- 1. The Program Development Team, hereinafter called "County Agent", will act on behalf of the County as the County's agent in managing and administering this agreement.
- 2. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:
 General description: SCE&G will relocate electric distribution facilities in conflict with this project. See attached SCE&G relocation drawing for details.
- 3. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with Richland County's Utility Coordination Manual in the estimated amount of

\$ 659,560.00

Richland County Share \$ 100% Utility Share \$ 0%

(a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain. Upon completion of the relocation and submittal of the final invoice as detailed in Number 10, the Company must provide documentation that the portion of the utility easement acquired by the County on behalf of the County as part of the new right of way acquisition for the construction project has been relinquished. The Company must also supply an affidavit stating all legal documents were filed at the County courthouse where the easement is filed. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain) _____

Easement for this project is filed in Richland
(County)
Columbia, South Carolina
(City and State)

(b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 30 years or more.

(c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).

- 4. The Company shall begin said work promptly upon notification in writing by the County or County Agent and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County or County Agent of the date on which work is expected to begin.

5. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

BY COMPANY'S REGULAR FORCES

BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County or County Agent in advance of the Company's solicitation of bids.

BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County or County Agent and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

6. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.

(a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

(b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)

(c) Lump Sum
The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineer or County Agent followed by written notification to the County.

7. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County or County Agent.

8. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.

9. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.

10. Periodic progress billings of incurred costs may be made by the Company to the County through the County Agent not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County or County Agent with five (5) copies of its final and complete billing of all

costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. The utility company shall provide the documents related to relinquishing their rights to the easement acquired by the County or County Agent. Items of materials shall be itemized where they represent major components.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, County Agent, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County or County Agent prior to six months following the completion of work and the Company has not, during that period, demonstrated to the County's or County Agent's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement. If the utility company is aware they will be unable to provide close-out and final invoicing within the six month period following completion, they may provide a letter requesting additional time to the County for consideration.

11. The County, County Agent, and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, County Agent, and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
12. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
13. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

Project # _____ Agreement # _____

INSTRUCTIONS: Submit two original copies of the agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

COMPANY: SCE&G
ADDRESS 220 Operation Way (MC: J29)
Cayce, SC 29033

BY: Connie J. Beall (4/27/18) *Connie J. Beall*
TITLE: Highway Coordinator

RICHLAND COUNTY

BY: _____

South Carolina Electric and Gas Company

OWIP Invoice / Estimate

Report Date: 04/19/2018

WO #: 027187

Project Title: RABBIT RUN ROAD DOT PROJECT

Work Request #: 211140

Work Area: METRO COLUMBIA CREW HDQR

Designer: SHEALY, JUSTIN

Tax District: 401 CCO COLUMBIA

Coordinator: SHANNON, D.

Schedule Start:

Drawing #:

Schedule Comp:

Nature of Request: RELOCATE EQUIPMENT TO MAKE ROOM FOR NEW DOT ROAD AND SIDEWALK

Description	Estimated Cost
Material Cost	\$39,057
Line Salvage	\$0
Stores and Handling	\$5,710
Total Construction Labor	\$207,007
Total Labor Overheads	\$93,008
Total Transportation Charges	\$86,943
Administrative Overheads	\$77,835
R/W Clearing	\$100,000
Associated Cost	
TRAFFIC CONTROL	\$50,000
Sub Total	\$659,560
Customer Credit / Betterment	\$0
Total Cost	\$659,560

Approvals _____ Date: _____

Note: A Copy Of This Document Must Accompany Customers Remittance.

Estimate Date - 2018-04-18

Assessor Data View

The information provided on this page reflects data as of December 31, 2016 and should be used for reference only. For official assessment information, please contact the Richland County Assessor's Office.

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Owner Information

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

Tax Information

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

Assessment Information

Year Of Assessment: Legal Residence:

Tax District: Sewer Connection:

Acreage Of Parcel: Water Connection:

Non-Agriculture Value: Agriculture Value:

Building Value: Improvements:

Taxable Value:

Zoning:

Property Information

Legal Description:

Land Type:

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
BARRETT SHANNON R	07/03/2006	I	R1201/ 2094	\$119,900.00	Q
HURRICANE CONSTRUCTION INC	01/05/2006	V	R1139/ 2144	\$90,000.00	9
DDC PROPERTIES INC	03/07/2003		R0766/ 1250	\$0.00	

Assessor Data View

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Owner Information

Tax Map Number: R21909-06-02
 Owner: HAMMOND TROY A
 Address 1: 144 ALEXANDER POINTE DR
 Address 2:
 Address 3:
 City/State/Zip: HOPKINS SC 29061
 Property Location/Code: 144 ALEXANDER POINTE

Tax Information

Year: 2016
 Property Tax Relief: (\$1,332.50)
 Local Option Sales Tax Credit: (\$197.02)
 Tax Amount: \$1,175.54
 Paid: Yes
 Homestead: No
 Assessed: \$5,330.00

Assessment Information

Year Of Assessment: 2017
 Tax District: 1LR
 Acreage Of Parcel: 0.00
 Non-Agriculture Value: \$22,000.00
 Building Value: \$111,300.00
 Taxable Value: \$133,300.00
 Zoning: RS-HD SINGLE-FAMILY RESIDENTIAL
 Legal Residence: Yes
 Sewer Connection: CITY
 Water Connection: CITY
 Agriculture Value: \$0.00
 Improvements: \$0.00

Property Information

Legal Description: LOT 2 #SU ALEXANDER POINTE PH 1B
 67.7X160.3X73.4X160 #PR RB1127-1797
 Land Type: RESIDENTIAL LAND

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
HAMMOND TROY A	06/26/2006	I	R1198/ 1032	\$149,900.00	Q
HURRICANE CONSTRUCTION INC	01/05/2006	V	R1139/ 2144	\$90,000.00	9
DDC PROPERTIES INC	03/07/2003		R0766/ 1250	\$0.00	

044438

INDENTURE, made this 8th day of April, 2005 by and between DDC Properties, Inc. of the County of Richland and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina, hereinafter called "Grantee".
WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, owning a tract or development known as Alexander Pointe situate in the County of Richland, State of South Carolina, shown on a certain plat or various plats filed or to be filed in the office of the public records of said County and generally described as follows: Being a tract or lot of land, more or less, and being the same lands conveyed to Grantor by deed of Tresholm Building Company, dated March 7, 2003, and recorded in the R. M. C. / Clerk of Court's office for Richland County in Deed Book 766 at Page 1250.

Right of Way granted to SCE&G to serve Alexander Pointe as requested by Grantor and more fully shown on SCE&G Drawing No. D-75484. Drawings for future phases shall be approved by Grantor.

TMS: 21900-04-26

The Grantor hereby grants and conveys to Grantee, its successors and assigns, the right, privilege and authority, from time to time, to enter upon, construct, extend, inspect, operate, replace, relocate, repair and perpetually maintain upon, over, under, along, across, and through any and all property shown on the plat of land referred to above, and upon, over, under, along, across, and through any and all streets, alleys, roads or other public ways or places of said development now existing or hereafter laid out, various overhead and underground lines with such wires, cross arms, guy wires, push braces, underground cables, conduits, transformer pads and other usual fixtures and appurtenances as may from time to time be or become convenient to the transaction of its business or that of municipal, public, or private systems for the communication of intelligence, together with the right of ingress, egress, and access to and from such rights of way, across and upon the lands of Grantor, as may be necessary or convenient for the purposes connected therewith.

Together with the right, from time to time, to install guy wires upon lots in said development, to overhang lots with conductors, cross arms and service wires with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land extending Five (5) for Underground and Ten (10) for Overhead feet on each side of the center of any wires, cables, conduits, or pipes and within, over, under or through a section of land extending Twelve (12) feet on each side of any transformers, elbow cabinets, handholes, switchgears, or other devices as they may be located now or in the future; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting, or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines or over any such cables, conduits or other associated facilities, and in case such structure is built, then Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this Indenture to be duly executed the day and year first above written.

WITNESS:

[Handwritten signature]

[Handwritten signature]

DDC Properties, Inc.

[Handwritten signature] (SEAL)

By: Brian T. Davis
Title: President

_____ (SEAL)

Book 04050-3315 Right of Way
2005-04-25 11:05:04 AM
Fee: \$10.00 County Tax: 10.00 State Tax: \$0.00




RW-5-E-8C (Rev. 11-04)

04436

STATE OF SOUTH CAROLINA)
)
County of Richland)

Personally appeared before me the undersigned witness, and made oath that (s)he saw the within named DDC Properties, Inc. by the hand of Brian T. Davis sign, seal and as its act and deed deliver the within easement for the uses and purposes therein mentioned, and that (s)he with the other subscribing witness, witnessed the due execution thereof.


(Witness)

Sworn to before me this 22 day of

April A.D., 2005.

Patricia P. Jones (L.S.)
Notary Public for South Carolina

My Commission Expires 10/18/2007

**RIGHT-OF-WAY GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

Line: Alexander Pointe

County: Richland

R/W File Number: 10940

Grantor(s): DDC Properties, Inc.

Return to: SCE&G
Palmetto Center
Paulette Ritter-60G
Columbia, SC 29218

I hereby certify that the within easement has been this
day of _____ A.D., 20____
at _____ o'clock in the _____ M. recorded in
Book _____ of Deeds/Records, Page _____

(Register of Deeds or Clerk of Court)

tract 25

Assessor Data View

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Owner Information

Tax Map Number: R21909-06-05

Owner: WILLIAMS SHALLA D

Address 1: 156 ALEXANDER POINTE DR

Address 2: []

Address 3: []

City/State/Zip: HOPKINS SC 29061

Property Location/Code: 156 ALEXANDER POINTE []

Easement No.
082560
(2011)
File 17446
↓
Alexander Pointe

Tax Information

Year: 2016

Property Tax Relief: (\$895.00)

Local Option Sales Tax Credit: (\$132.13)

Tax Amount: \$871.53

Paid: Yes

Homestead: No

Assessed: \$3,580.00

Assessment Information

Year Of Assessment: 2017

Tax District: 1LR

Acreage Of Parcel: 0.00

Non-Agriculture Value: \$22,000.00

Building Value: \$67,400.00

Taxable Value: \$89,400.00

Zoning: RS-HD SINGLE-FAMILY RESIDENTIAL

Legal Residence: Yes

Sewer Connection: CITY

Water Connection: CITY

Agriculture Value: \$0.00

Improvements: \$0.00

Property Information

Legal Description: LOT 5 #SU ALEXANDER POINTE PH 1B
60.9X222X96X190.4 #PR RB1127-1797

Land Type: RESIDENTIAL LAND

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
WILLIAMS SHALLA D	07/03/2008	I	R1443/ 3910	\$111,755.00	A
WILLIAMS SHALLA D &	05/17/2006	I	R1184/ 449	\$114,900.00	Q
HURRICANE CONSTRUCTION INC	12/30/2005	V	R1137/ 926	\$72,000.00	9
DDC PROPERTIES INC	03/07/2003		R0766/ 1250	\$0.00	

082560

INDENTURE, made this 7th day of October, 2011 by and between Shalla D. Williams of the County of Richland and State of South Carolina, hereinafter called "Grantor" (whether singular or plural), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Cayce, South Carolina, hereinafter called "Grantee".

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantor, being the owner of land situate in the County of Richland, State of South Carolina, hereby grants and conveys to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an overhead or underground electric line or lines consisting of any or all of the following: poles, conductors, lightning protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, guys, pull braces and other accessory apparatus and equipment deemed by Grantee to be necessary or desirable, upon, over, across, through and under land described as follows: a tract or lot of land, more or less, and being the same lands conveyed to Grantor by deed of Shalla D. Williams and James A. Hayes, dated or recorded 7/3/2008, and filed in the Register of Deeds office for Richland County in Deed Book 1443 at Page 3910.

Right of Way granted to SCE&G for relocation of down guys and anchors as shown on Exhibit A.

FMS: 21909-06-05

COM:

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof. Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land ("Easement Space") extending Fifteen (15) feet on each side of any pole-lines or other devices as they are installed; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however, that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantor, or such successors and assigns as may be in possession and control of the premises at the time, will promptly remove the same upon demand of Grantee herein. Grantor further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Together also with the right of entry upon said lands of Grantor for all of the purposes aforesaid.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantor has caused this indenture to be duly executed the day and year first above written.

WITNESS:

Shalla D. Williams (Signature)

Shalla D. Williams (Signature) (SEAL)

Patricia O. Jones (Signature)

(SEAL)

Book 1714-7
20190908 1013201 1321 02 753 Right of Way
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
2011060855 John T. Henshall Richland County S.C.

RW-4-ESC (Rev. 4-2010)

082560

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
COUNTY OF Richland)

The foregoing instrument was acknowledged before me, the undersigned Notary, and I do hereby certify that the within named Shaila D. Williams personally appeared before me this day and that the above named acknowledged the due execution of the foregoing instrument.

Sworn to before me this 7th day of October, 2011

[Signature]
Signature of Notary Public State of SC

My commission expires: 12/20/20

The
the
ack

**RIGHT OF WAY GRANT TO
SOUTH CAROLINA ELECTRIC & GAS COMPANY**

Site:
Loc: 156 Alexander Pointe Anchors

County: Richland

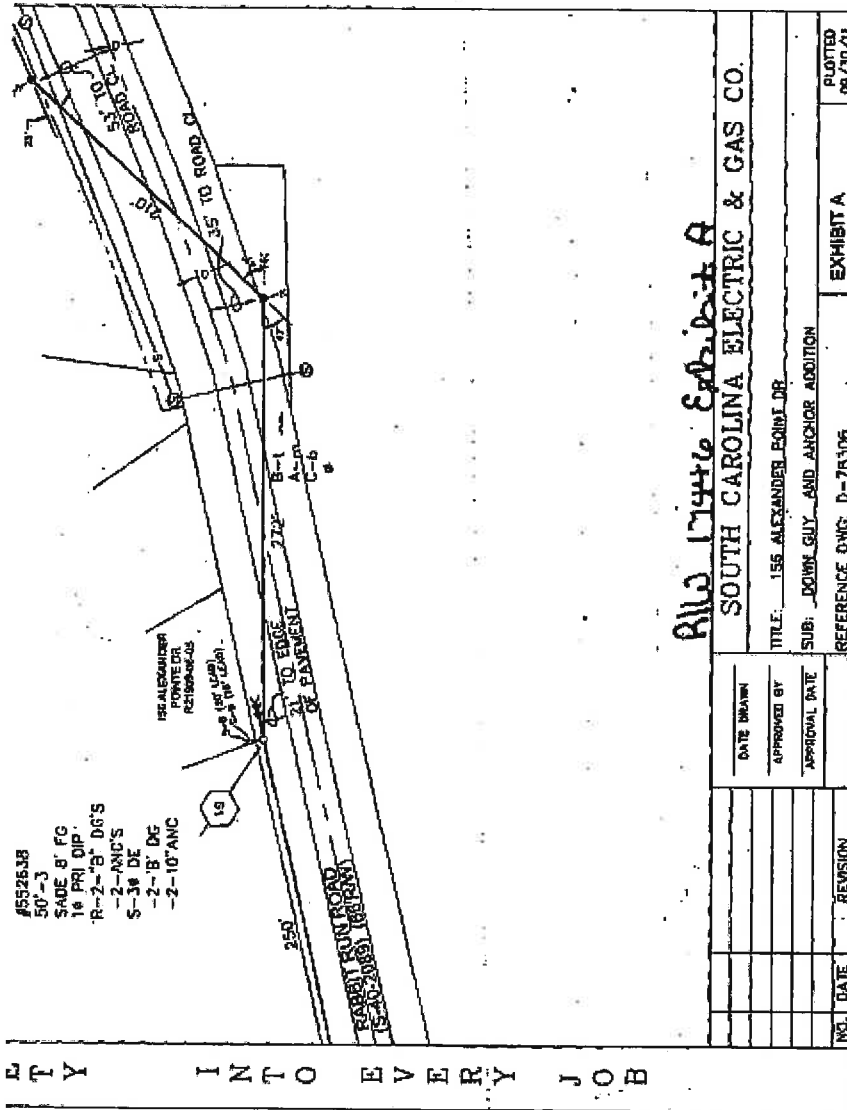
R/W File Number: 17446

Grantor(s): Shaila D. Williams

Return to: SCE&G
Paulette T. Ritter - J29
Columbia, SC 29218

RW-4-B-SC (Rev. 4-2010)

082560



TTY INTO EVERY JOB

Tract 10C 1102

Assessor Data View

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Owner Information

Tax Map Number: R21900-04-26

Owner: DDC PROPERTIES INC*

Address 1: PO BOX 23327

Address 2:

Address 3:

City/State/Zip: COLUMBIA SC 29224

Property Location/Code: B/S RABBIT RUN

Trenholm Building Co.
1991

Easement No.
038210

Tax Information

Year: 2016

Property Tax Relief: \$0.00

Local Option Sales Tax Credit: (\$16.55)

Tax Amount: \$190.81

Paid: Yes

Homestead: No

Assessed: \$450.00

Assessment Information

Year Of Assessment: 2017

Tax District: 1LR

Acreage Of Parcel: 74.02

Non-Agriculture Value: \$333,100.00

Building Value: \$0.00

Taxable Value: \$10,100.00

Zoning: RS-HD SINGLE-FAMILY RESIDENTIAL

Legal Residence: No

Sewer Connection: NONE

Water Connection: NONE

Agriculture Value: \$10,100.00

Improvements: \$0.00

Property Information

Legal Description: PARCELS A,B,C & D

Land Type: TIMBER LAND-T1

#SU

#PR

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
DDC PROPERTIES INC*	03/07/2003	V	R0766/ 1250	\$1,000,404.00	9
TRENHOLM BUILDING COMPANY	00/00/1960		287 / 521	\$0.00	

MICROFILMED

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038210

INDENTURE, made this 10th day of APRIL, 1991, by and between Trenholm Building Company

of the _____ of _____ County of Richland and State of South Carolina (hereinafter called Grantors), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal offices in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee, Grantors, being the owners of land situate in the County of Richland State of South Carolina, hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an electric line or lines consisting of any or all of the following: poles, conductors, overhead and underground lightning protective wires, municipal, public, or private communication wires, underground cables, conduits, transformer pads, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across, through, and under land described as follows: a tract or lot of land containing 61.7 acres, more or less, and being the same lands conveyed to grantor by deed or will of Russell B. & Leila Mae Revere dated April 9, 1965, and recorded in the R. M. C. Probate Judge's Office for Richland County in Deed Book: D-007, at Page 406. Plat Book: "V", at Page 168.

Easement for the relocation of service facilities along Rabbit Run Road, shown more fully on South Carolina Electric & Gas Company Drawing No. D-32,849; Sheet 2 of 2.



FILED
DEPT. OF REVENUE
RICHLAND COUNTY
JAN - 8 PM 2:58

TMS: 21900-04-07

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land extending ten (10) feet on each side of the center of said lines, cables, conduits, or pipes as they may be located now or in the future; provided, however, any damage to the property of Grantors (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines or over any such cables, pipes, conduits, or other associated facilities, and in case such structure is built, then the Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945 and supplements thereto, entered into between Grantee and Central Hanover Bank and Trust Company (now Manufacturers Hanover Trust Company) which mortgage indenture is recorded in the office of the R. M. C. or Clerk of Court in the County and State aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Kristine Smith
Edward Stevan

Trenholm Building Company (SEAL)

by: Shawn M. Selby - Treasurer (SEAL)

_____ (SEAL)

_____ (SEAL)

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VOL D1035 PAGE 071

038210

STATE OF SOUTH CAROLINA,

County of _____

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____ A. D. 19 _____

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County of _____

Personally appeared before me _____ and made oath that he saw the within named _____ sign, seal and as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____ A. D. 19 _____

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

RICHLAND County.

Personally appeared before me KRISTINE SMITH and made oath that SHE saw the within named Trenholm Building Company by the hand of GLENN N. GEDWAS, Treasurer sign, affix the corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that SHE with J. EDWARD STEVENS witnessed the execution thereof and subscribed their names as witnesses thereto.

Sworn to and subscribed before me this 10th day of APRIL A. D. 1991

Kristine Smith

Comm. Exp: 8-28-96

Notary Public for S. C. VOL D1035 PAGE 071

Line 1488 RICHLAND SUB FEES
County Richland
RIGHT OF WAY GRANT
RAW File No. 2425 Block No. YES
Trenholm Building Company
by: GLENN M. GEDWAS,
Treasurer

TO
South Carolina Electric & Gas Company

Dated April 10, 1991

Received in the Clerk's Office of the County of Richland

South Carolina on the 3 day of June A. D. 1991

at 2:58 o'clock in the noon and recorded in Book D1035 of Deeds

for said County on Page 70
Clara J. Barbluff

OPTICAL FILING SYSTEM (OFS)
SCANNED DOCUMENT

Assessor Data View

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Owner Information

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

File 2425
1991

Tax Information

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

Assessment Information

Year Of Assessment:

Tax District:

Acreage Of Parcel:

Non-Agriculture Value:

Building Value:

Taxable Value:

Zoning:

Legal Residence:

Sewer Connection:

Water Connection:

Agriculture Value:

Improvements:

Property Information

Legal Description:

Land Type:

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
BUNCH GEORGE H III ETAL	02/16/2012	V	R1742/ 2828	\$0.00	9
BUNCH GEORGE H III ETAL	08/15/2007	V	R1347/ 2881	\$15,000.00	9
BUNCH ROBERT H TRUSTEE	03/30/2005	V	R1037/ 3518	\$5.00	9
BUNCH ROBERT H TRUSTEE	12/19/2003	V	R0887/ 888	\$5.00	9

VOL D1035 PAGE 078 MICHELFILMED 038214

INDENTURE, made this 24th day of May, 1991 by and between George H. Bunch, Jr., George H. Bunch, III, Ansel C. Bunch, Robert H. Bunch and William A. Bunch

of the _____ of _____ County of Richland and State of South Carolina (hereinafter called Grantors), and the SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation, having its principal office in Columbia, South Carolina (hereinafter called Grantee).

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) received from Grantee. Grantors, being the owners of and situate in the County of Richland State of South Carolina, hereby grant and convey to Grantee, its successors and assigns, the right to construct, extend, replace, relocate, perpetually maintain and operate an electric line or lines consisting of any or all of the following: poles, conductors, overhead and underground lightning protective wires, municipal, public, or private communication wires, underground cables, conduits, transformer pads, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefor, upon, over, across, through, and under land described as follows: a tract or lot of land containing 200 acres, more or less, and being the same lands conveyed to grantor by deed or will of

See Addendum "A" dated See Addendum "A"

recorded in the R. M. C. Probate Judge's Office for Richland County in Plat book: "C" at page 052.

Right-of-way to enter Grantor's property from an existing right-of-way on Grantors' southern property boundary. Distribution Line Easement to thence continue in a northerly direction twenty-six (26) feet off Grantors' western property boundary, one (1) foot outside the eastern right-of-way of Garners' Ferry Point Road, until it shall enter the right-of-way of Rabbit Run Road. This easement shall cancel, supercede and abandon distribution line running northerly through Grantors' property granted by easement of George H. Bunch, Sr., January 29, 1940, and recorded in Deed Book: ER at page 340. Grantee agrees to remove tags and abandon old line in place at the request of the Grantors and agree to relocation and pole, guy or anchor on new line at Grantors' request to accomodate development or subdivision of Grantors' property, provided suitable right-of-way is granted to Grantee by Grantors. This easement will permit the installation of four (4) guys and anchors on Grantors' southern property boundary approximately twenty-five (25) feet to the west of anchors installed in easement recorded in Deed Book D-336 at page 632.



TMS: 21800-01-006

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantee may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line.

Together also with the right from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through a strip of land extending ten (10) feet on each side of the center of said lines, cables, conduits, or pipes as they may be located now or in the future; provided, however, any damage to the property of Grantors (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said lines, shall be borne by Grantee; provided further, however that Grantors agree for themselves, their successors and assigns, not to build or allow any structure to be placed on the premises in such a manner that any part thereof will exist within the above specified number of feet of any wire strung on the said lines or over any such cables, pipes, conduits, or other associated facilities, and in case such structure is built, then the Grantor, or such successor and assign as may be in possession and control of the premises at the time, will promptly remove the same upon demand of the Grantee herein. Together also with the right of entry upon Grantors' said lands for all of the purposes aforesaid.

Grantee's rights shall be subject to the lien of the mortgage indenture dated January 1, 1945 and supplements thereto, entered into between Grantee and Central Hanover Bank and Trust Company (now Manufacturers Hanover Trust Company) which mortgage indenture is recorded in the office of the R. M. C. or Clerk of-Court in the County and State aforesaid.

The words "Grantors" and "Grantee" shall include their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF, Grantors have caused this indenture to be duly executed the day and year first above written.

WITNESS:

Handwritten signatures of witnesses: Craig A. Dean, [unclear]

Handwritten signatures of Grantors: George H. Bunch, George H. Bunch III, Ansel C. Bunch, Robert H. Bunch, William A. Bunch. Each signature is followed by a line and the word (SEAL).

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STATE OF SOUTH CAROLINA,

County of Richland

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038214

Personally appeared before me and made oath that he saw the within named George H. Bunch, Sr., George H. Bunch, III, Ansel C. Bunch, Robert H. Bunch and William A. Bunch sign, seal and

as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with ELIZABETH HOWELL in the presence of each other, witnessed the due execution thereof.

Sworn to before me this 24th day of MAY A. D. 1991

[Signature]
Notary Public for S. C.

[Signature]

Commission Expires June 9, 1998

STATE OF SOUTH CAROLINA,

County of _____

Personally appeared before me and made oath that he saw the within named _____ sign, seal and

as his act and deed deliver the within easement for the uses and purposes therein mentioned, and that he with _____ in the presence of each other, witnessed the due execution thereof.

Sworn to before me this _____ day of _____ A. D. 19____

Notary Public for S. C.

STATE OF SOUTH CAROLINA,

County of _____

Personally appeared before me and made oath that _____ saw the within named _____ sign, affix the

by the hand of _____ corporate seal, and as the act and deed of said corporation deliver the within written instrument for the uses and purposes therein mentioned, and that _____ with _____ witnessed the execution thereof and

subscribed _____ names as witnesses thereto.

Sworn to and subscribed before me this _____ day of _____ A. D. 19____

(L. S.)
Notary Public for S. C.

Line Lower Richland Sub Feeders
County Richland
RIGHT OF WAY GRANT
R/W File No. 2425 Block No. TES
George H. Bunch, Sr., George H. Bunch, III, Ansel C. Bunch, Robert H. Bunch and William A. Bunch

TO
South Carolina Electric & Gas Company

Dated May 24, 1991

Received in the Clerk's Office of the County of Richland South Carolina, on the 3 day of June 1991 at 2:58 o'clock in the PM and recorded in Book D1035 of Deeds

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for said County on Page 78
[Signature]

MICROFILMED

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038214

ADDENDUM "A"

All that certain piece and parcel of land, with improvements thereof, situate and being on Garner's Ferry Road (U.S. Highway Nos. 76 and 378), about ten (10) miles east of Columbia, South Carolina, in Center Township, Richland County, containing approximately two hundred (200) acres, being the same property composed of the interest in said property inherited by George H. Bunch, Jr., from the Estate of George H. Bunch on March 6, 1950, Box 716, Package 16,039, Probate Court, Richland County, as well as the interest in said property, conveyed to George H. Bunch, Jr., by Fredree Ansel Bunch, Claiborne Bunch Good, and Elizabeth Bunch Clements by their Deed dated July 20, 1951, and recorded in the Office of the RMC for Richland County in Deed Book 77 at Page 32, and the interest in said property conveyed to George H. Bunch, Jr., by Nancy R. Bunch May 25, 1985, in Deed Book D-742 at Page 858.

Additionally, the interest in said property conveyed to George H. Bunch III, Ansel C. Bunch, Robert H. Bunch, and William A. Bunch by George H. Bunch, Jr., in the following Deed Books:

- D-486/730 dated December 23, 1978
- D-486/733 dated December 23, 1978
- D-486/736 dated December 23, 1978
- D-486/739 dated December 23, 1978

- D-492/193 dated February 23, 1979
- D-492/196 dated February 23, 1979
- D-492/199 dated February 23, 1979
- D-492/202 dated February 23, 1979

- D-563/710 dated January 7, 1981
- D-563/713 dated January 7, 1981

- D-642/415 dated April 4, 1983

- D-854/874 dated August 20, 1987
- D-854/877 dated August 20, 1987

- D-911/953 dated November 9, 1988

- D-947/345 dated August 23, 1989

- D-949/877 dated September 13, 1989

- D-966/768 dated February 6, 1990
- D-966/771 dated February 6, 1990
- D-966/774 dated February 6, 1990
- D-966/777 dated February 6, 1990
- D-966/780 dated February 6, 1990

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Tract 9

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Owner Information

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

Tax Information

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

Assessment Information

Year Of Assessment: Legal Residence:

Tax District: Sewer Connection:

Acreage Of Parcel: Water Connection:

Non-Agriculture Value: Agriculture Value:

Building Value: Improvements:

Taxable Value:

Zoning:

Property Information

Legal Description:

Land Type:

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
RICHLAND COUNTY RECREATION	01/15/2009	V	R1487/ 1861	\$0.00	9
RICHLAND COUNTY RECREATION	01/14/2009	V	R1487/ 1857	\$1,600,000.00	9
BARNSTORMERS LLC	04/28/2006	V	R1177/ 1357	\$405,450.00	Q
DESCHAMPS MARY S	07/19/2000		R0427/ 1725	\$0.00	

Tract 13

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Owner Information

Tax Map Number:

Owner:

Address 1:

Address 2:

Address 3:

City/State/Zip:

Property Location/Code:

Tax Information

Year:

Property Tax Relief:

Local Option Sales Tax Credit:

Tax Amount:

Paid:

Homestead:

Assessed:

Assessment Information

Year Of Assessment:

Tax District:

Acreeage Of Parcel:

Non-Agriculture Value:

Building Value:

Taxable Value:

Zoning:

Legal Residence:

Sewer Connection:

Water Connection:

Agriculture Value:

Improvements:

Property Information

Legal Description:

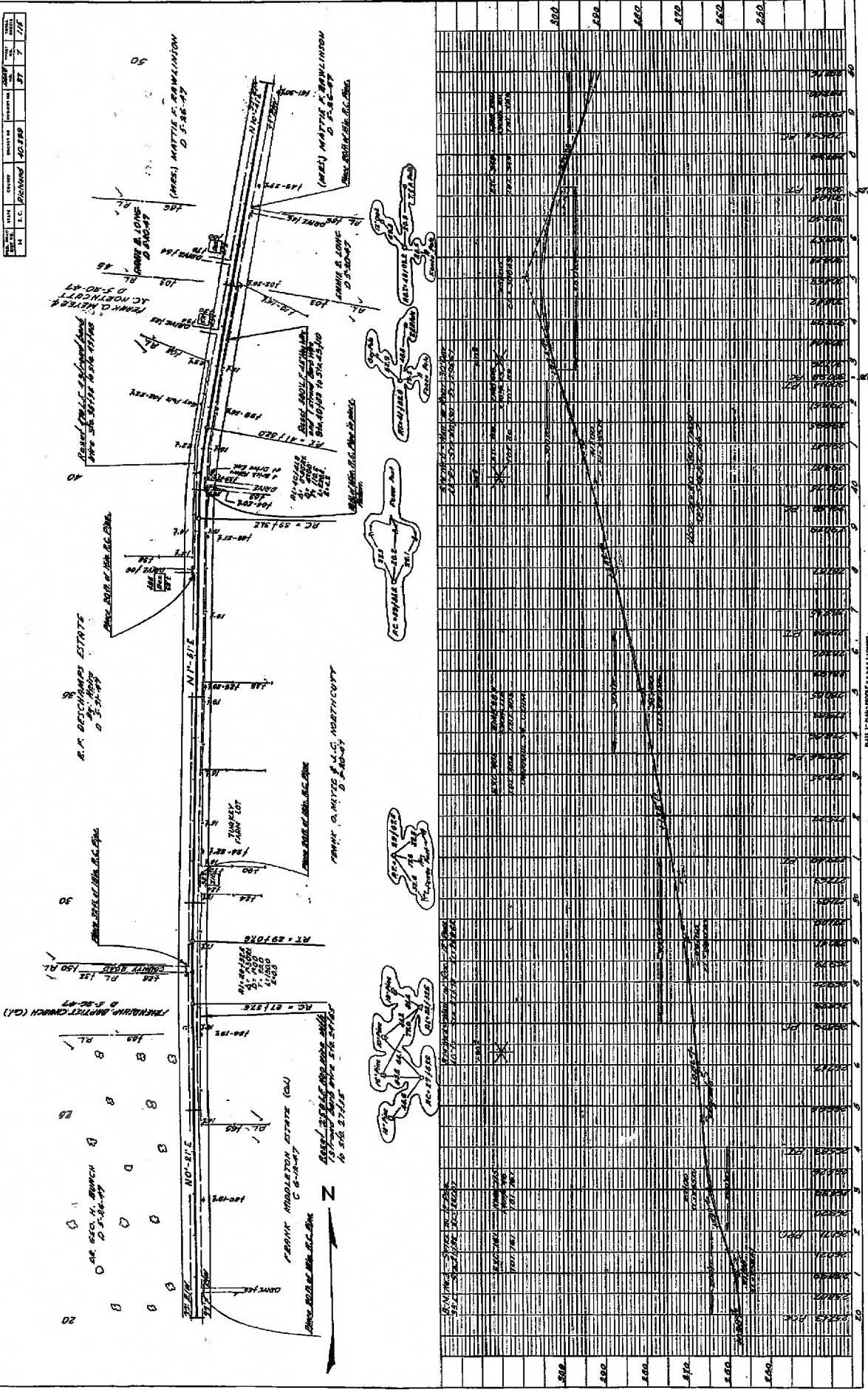
Land Type:

Sales History

Current Owner Name	Sale Date	V/I	Book/Page	Sale Price	Qual Code
WILLIAMS EBONY J	05/17/2011	I	R1683/ 3477	\$110,000.00	A
FEDERAL HOME LOAN MORTGAGE	03/07/2011	I	R1670/ 707	\$104,000.00	6
TAYLOR MARGAREE &	08/23/2010	I	R1626/ 2813	\$145,800.00	A
ROBINSON VALERIA D	05/04/2007	I	R1310/ 759	\$145,800.00	Q



DATE	BY	REVISION
11/17	W.C. DICKINSON	40-100
11/17	W.C. DICKINSON	40-100



PLAN	DATE	BY
11/17	W.C. DICKINSON	40-100

NO.	DATE	BY
1	11/17	W.C. DICKINSON

NO.	DATE	BY
2	11/17	W.C. DICKINSON

NO.	DATE	BY
3	11/17	W.C. DICKINSON

NO.	DATE	BY
4	11/17	W.C. DICKINSON

NO.	DATE	BY
5	11/17	W.C. DICKINSON

NO.	DATE	BY
6	11/17	W.C. DICKINSON

NO.	DATE	BY
7	11/17	W.C. DICKINSON

NO.	DATE	BY
8	11/17	W.C. DICKINSON

NO.	DATE	BY
9	11/17	W.C. DICKINSON

NO.	DATE	BY
10	11/17	W.C. DICKINSON

NO.	DATE	BY
11	11/17	W.C. DICKINSON

NO.	DATE	BY
12	11/17	W.C. DICKINSON

NO.	DATE	BY
13	11/17	W.C. DICKINSON

NO.	DATE	BY
14	11/17	W.C. DICKINSON

NO.	DATE	BY
15	11/17	W.C. DICKINSON

NO.	DATE	BY
16	11/17	W.C. DICKINSON

NO.	DATE	BY
17	11/17	W.C. DICKINSON

NO.	DATE	BY
18	11/17	W.C. DICKINSON

NO.	DATE	BY
19	11/17	W.C. DICKINSON

NO.	DATE	BY
20	11/17	W.C. DICKINSON

NO.	DATE	BY
21	11/17	W.C. DICKINSON

NO.	DATE	BY
22	11/17	W.C. DICKINSON

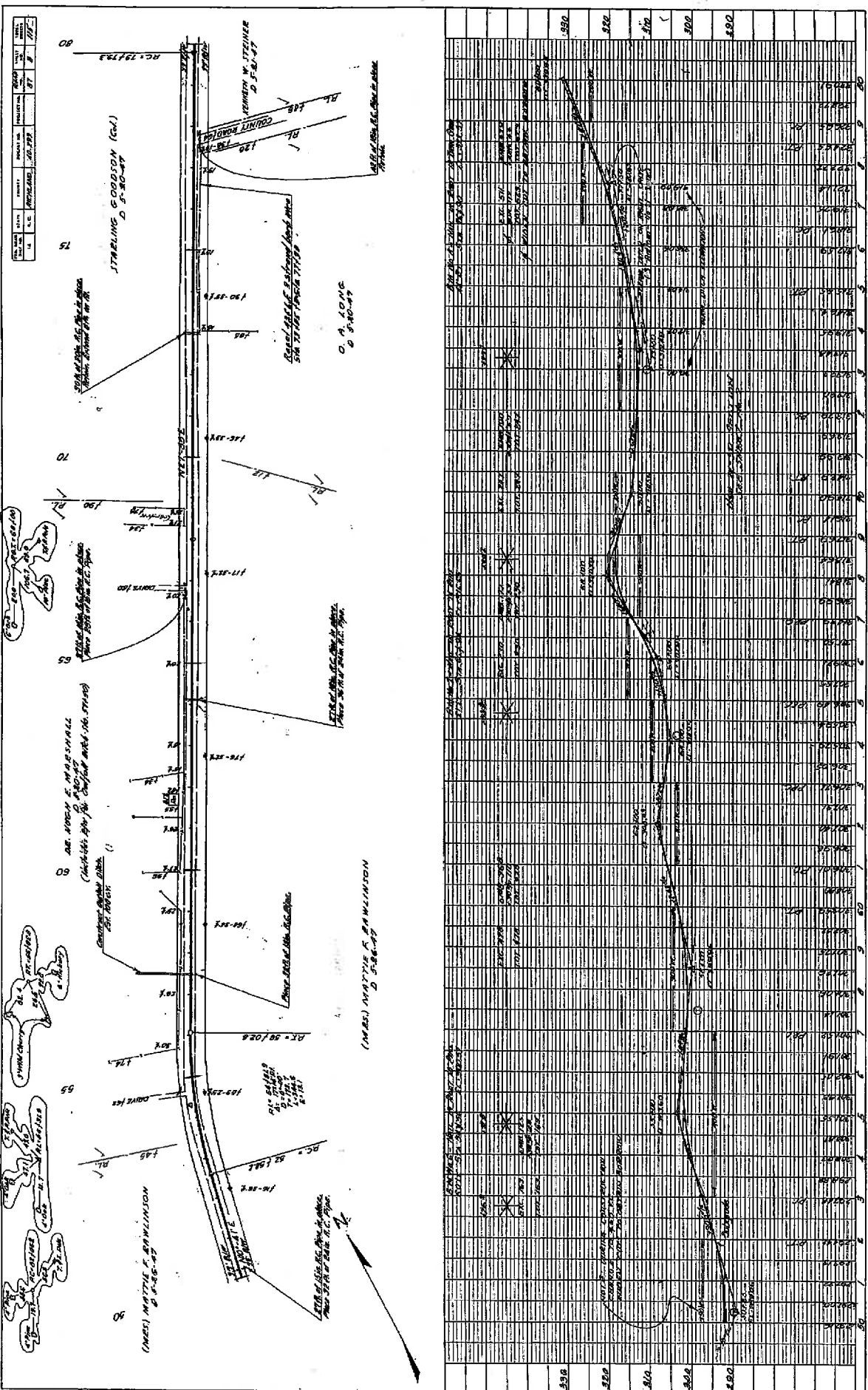
NO.	DATE	BY
23	11/17	W.C. DICKINSON

NO.	DATE	BY
24	11/17	W.C. DICKINSON

NO.	DATE	BY
25	11/17	W.C. DICKINSON

NO.	DATE	BY
26	11/17	W.C. DICKINSON

NO.	DATE	BY
27	11/17	W.C. DICKINSON



NO.	DATE	BY	REVISION
1	5-30-47	STABLING	GOODSON (GV.)
2	5-21-47	EMERY W. STEINER	
3	5-10-47	O. A. LONG	
4	5-26-47	(MRS.) MARY F. BAWLINGTON	

NO.	DATE	BY	REVISION
1	5-30-47	STABLING	GOODSON (GV.)
2	5-21-47	EMERY W. STEINER	
3	5-10-47	O. A. LONG	
4	5-26-47	(MRS.) MARY F. BAWLINGTON	

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4	5-26-47	(MRS.) MARY F. BAWLINGTON	

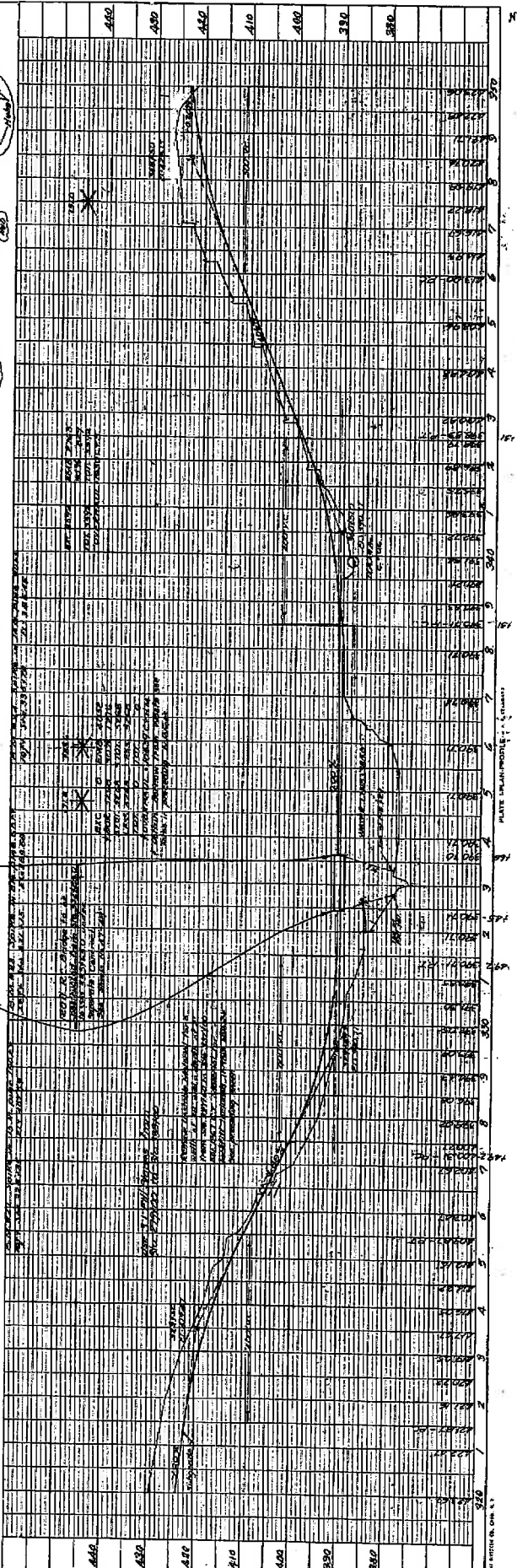
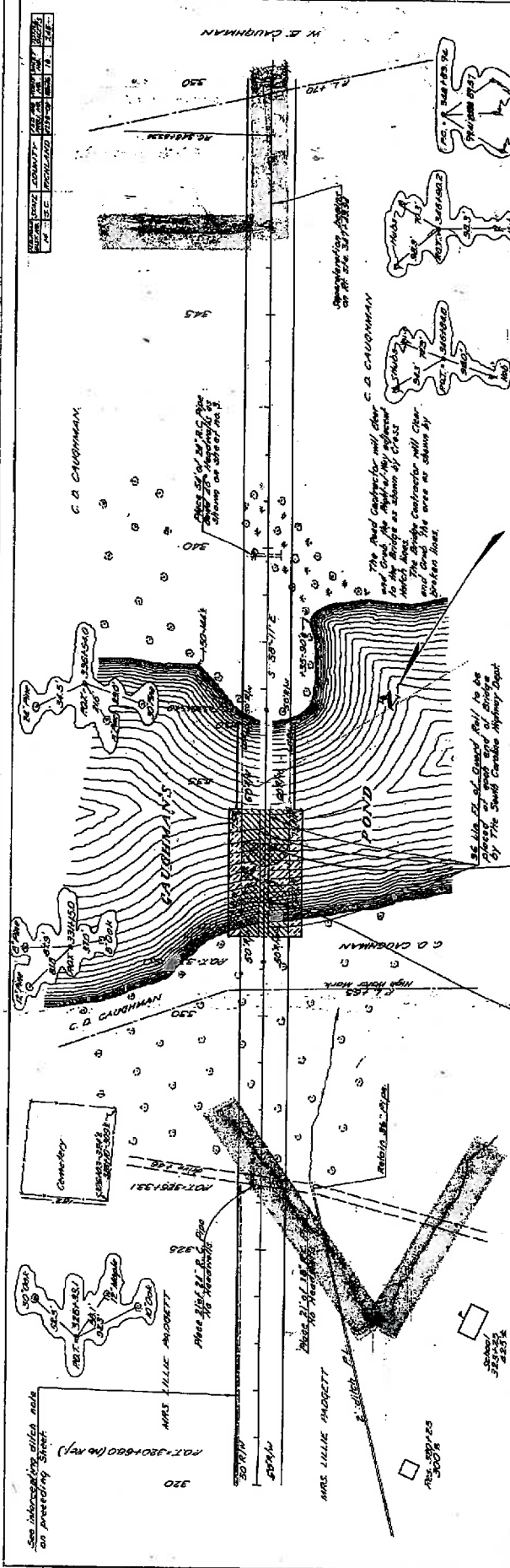
FIGURE 1 - PLAN - PROFILE AND ELEVATION

Womersley

SECTION	DATE	BY	REVISION
1	1/24	W.M.	1
2	1/24	W.M.	2
3	1/24	W.M.	3
4	1/24	W.M.	4
5	1/24	W.M.	5
6	1/24	W.M.	6
7	1/24	W.M.	7
8	1/24	W.M.	8
9	1/24	W.M.	9
10	1/24	W.M.	10

SUMMARY OF ESTIMATED QUANTITIES

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1.00	cu yd	15,000	1.50	22,500.00
2.00	sq yd	1,000	2.00	2,000.00
3.00	lb	100,000	0.05	5,000.00
4.00	sq ft	50,000	0.01	500.00
5.00	hr	1,000	10.00	10,000.00
6.00	sq ft	10,000	0.02	200.00
7.00	sq ft	5,000	0.01	50.00
8.00	sq ft	2,500	0.01	25.00
9.00	sq ft	1,250	0.01	12.50
10.00	sq ft	625	0.01	6.25
11.00	sq ft	312.5	0.01	3.125
12.00	sq ft	156.25	0.01	1.5625
13.00	sq ft	78.125	0.01	0.78125
14.00	sq ft	39.0625	0.01	0.390625
15.00	sq ft	19.53125	0.01	0.1953125
16.00	sq ft	9.765625	0.01	0.09765625
17.00	sq ft	4.8828125	0.01	0.048828125
18.00	sq ft	2.44140625	0.01	0.0244140625
19.00	sq ft	1.220703125	0.01	0.01220703125
20.00	sq ft	0.6103515625	0.01	0.006103515625
21.00	sq ft	0.30517578125	0.01	0.0030517578125
22.00	sq ft	0.152587890625	0.01	0.00152587890625
23.00	sq ft	0.0762939453125	0.01	0.000762939453125
24.00	sq ft	0.03814697265625	0.01	0.0003814697265625
25.00	sq ft	0.019073486328125	0.01	0.00019073486328125
26.00	sq ft	0.0095367431640625	0.01	0.000095367431640625
27.00	sq ft	0.00476837158203125	0.01	0.0000476837158203125
28.00	sq ft	0.002384185791015625	0.01	0.00002384185791015625
29.00	sq ft	0.0011920928955078125	0.01	0.000011920928955078125
30.00	sq ft	0.00059604644775390625	0.01	0.0000059604644775390625
31.00	sq ft	0.000298023223876953125	0.01	0.00000298023223876953125
32.00	sq ft	0.0001490116119384765625	0.01	0.000001490116119384765625
33.00	sq ft	0.00007450580596923828125	0.01	0.0000007450580596923828125
34.00	sq ft	0.000037252902984619140625	0.01	0.00000037252902984619140625
35.00	sq ft	0.0000186264514923095703125	0.01	0.000000186264514923095703125
36.00	sq ft	0.00000931322574615478515625	0.01	0.0000000931322574615478515625
37.00	sq ft	0.000004656612873077392578125	0.01	0.00000004656612873077392578125
38.00	sq ft	0.0000023283064365386962890625	0.01	0.000000023283064365386962890625
39.00	sq ft	0.00000116415321826934814453125	0.01	0.0000000116415321826934814453125
40.00	sq ft	0.000000582076609134674072265625	0.01	0.00000000582076609134674072265625
41.00	sq ft	0.0000002910383045673370361328125	0.01	0.000000002910383045673370361328125
42.00	sq ft	0.00000014551915228366851806640625	0.01	0.0000000014551915228366851806640625
43.00	sq ft	0.000000072759576141834259033203125	0.01	0.00000000072759576141834259033203125
44.00	sq ft	0.0000000363797880709171295166015625	0.01	0.000000000363797880709171295166015625
45.00	sq ft	0.00000001818989403545856475830078125	0.01	0.0000000001818989403545856475830078125
46.00	sq ft	0.000000009094947017729282379150390625	0.01	0.00000000009094947017729282379150390625
47.00	sq ft	0.0000000045474735088646411895751953125	0.01	0.000000000045474735088646411895751953125
48.00	sq ft	0.00000000227373675443232059478759765625	0.01	0.0000000000227373675443232059478759765625
49.00	sq ft	0.000000001136868377216160297393798828125	0.01	0.00000000001136868377216160297393798828125
50.00	sq ft	0.0000000005684341886080801486968994140625	0.01	0.000000000005684341886080801486968994140625
51.00	sq ft	0.00000000028421709430404007434844970703125	0.01	0.0000000000028421709430404007434844970703125
52.00	sq ft	0.000000000142108547152020037174224853515625	0.01	0.00000000000142108547152020037174224853515625
53.00	sq ft	0.0000000000710542735760100185871124267578125	0.01	0.000000000000710542735760100185871124267578125
54.00	sq ft	0.00000000003552713678800500929355621337890625	0.01	0.0000000000003552713678800500929355621337890625
55.00	sq ft	0.000000000017763568394002504646778106689453125	0.01	0.00000000000017763568394002504646778106689453125
56.00	sq ft	0.0000000000088817841970012523233890533447265625	0.01	0.000000000000088817841970012523233890533447265625
57.00	sq ft	0.0000000000044408920985006261616945266723828125	0.01	0.000000000000044408920985006261616945266723828125
58.00	sq ft	0.00000000000222044604925031308084726333619140625	0.01	0.0000000000000222044604925031308084726333619140625
59.00	sq ft	0.000000000001110223024625156540423631668095703125	0.01	0.00000000000001110223024625156540423631668095703125
60.00	sq ft	0.000000000000555111512312727270211816340453515625	0.01	0.00000000000000555111512312727270211816340453515625
61.00	sq ft	0.00000000000027755575615636354010581717172890625	0.01	0.0000000000000027755575615636354010581717172890625
62.00	sq ft	0.0000000000001387778780781817700529085859453125	0.01	0.000000000000001387778780781817700529085859453125
63.00	sq ft	0.00000000000006938893903909088502645429297265625	0.01	0.0000000000000006938893903909088502645429297265625
64.00	sq ft	0.000000000000034694469519545442513227146319140625	0.01	0.00000000000000034694469519545442513227146319140625
65.00	sq ft	0.0000000000000173472347597727212566115635595703125	0.01	0.000000000000000173472347597727212566115635595703125
66.00	sq ft	0.000000000000008673617379886360628057827798828125	0.01	0.00000000000000008673617379886360628057827798828125
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81.00	sq ft	0.0000000000000000002646977960164813758112499453125	0.01	0.0000000000000000002646977960164813758112499453125
82.00	sq ft	0.000000000000000000132348898008240687890624997265625	0.01	0.000000000000000000132348898008240687890624997265625
83.00	sq ft	0.0000000000000000000661744490041203444503124998828125	0.01	0.0000000000000000000661744490041203444503124998828125
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85.00	sq ft	0.000000000000000000016543612251030086112578124997265625	0.01	0.000000000000000000016543612251030086112578124997265625
86.00	sq ft	0.0000000000000000000082718061255151530557890624998828125	0.01	0.0000000000000000000082718061255151530557890624998828125
87.00	sq ft	0.000000000000000000004135903062757576527895312499453125	0.01	0.000000000000000000004135903062757576527895312499453125
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99.00	sq ft	0.000000000000		

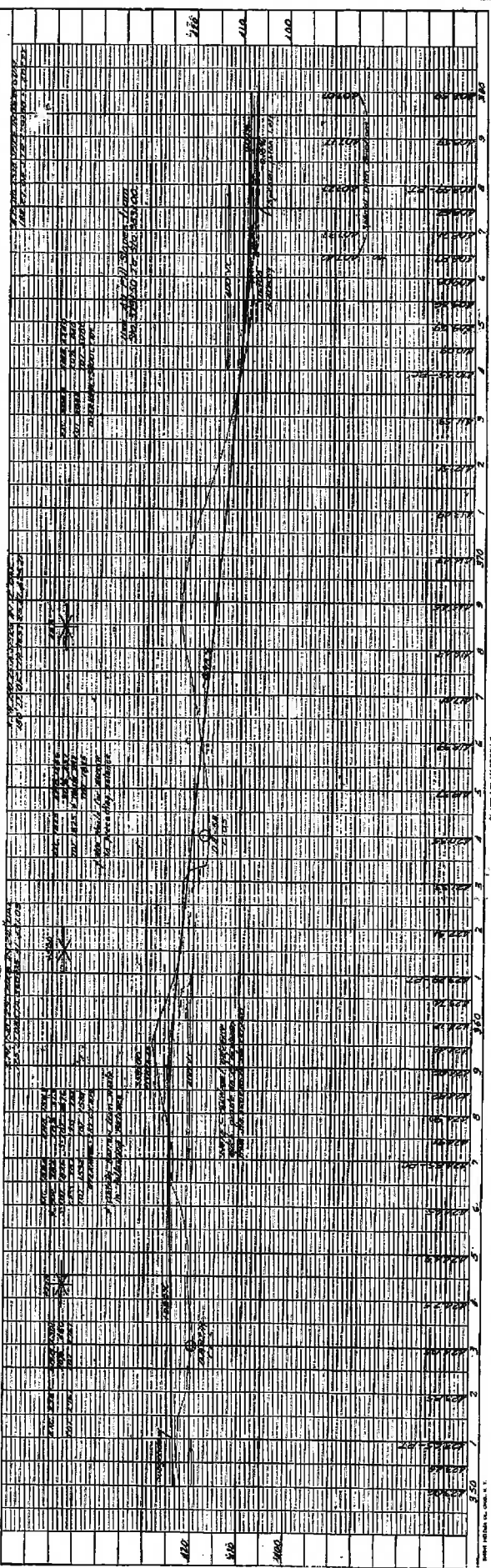
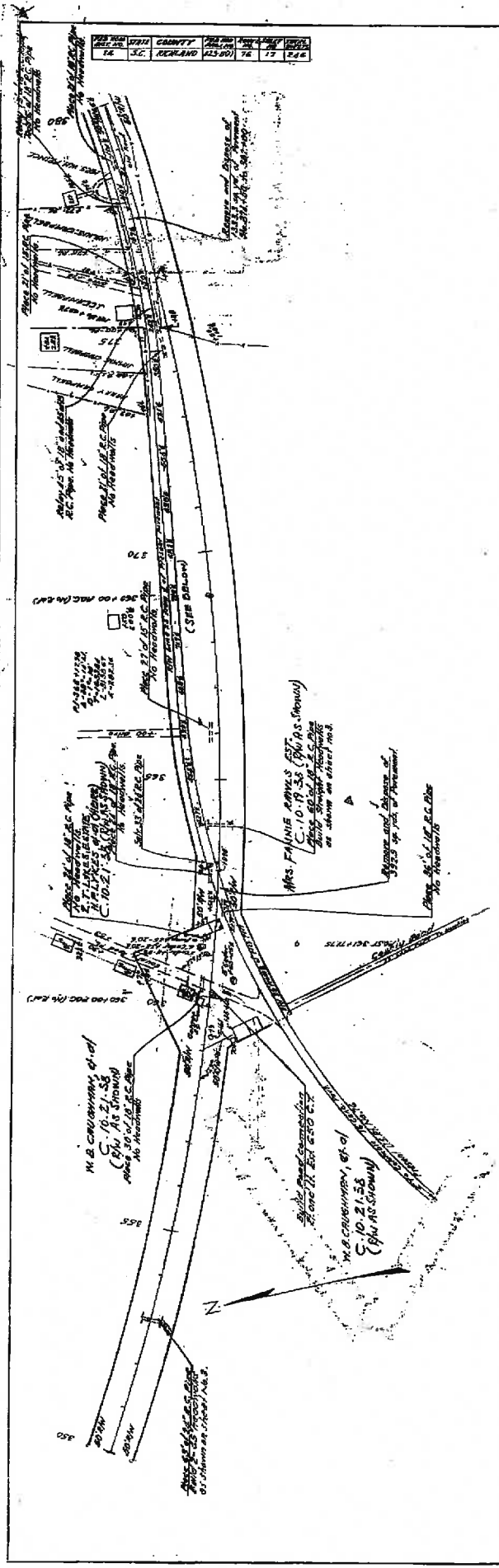


DATE	NO.	BY	REVISION
1917	1	J. E. C.	ORIGINAL

PLAN	SCALE	1" = 100'
DATE	NO.	BY
1917	1	J. E. C.

PROFILE	SCALE	1" = 100'
DATE	NO.	BY
1917	1	J. E. C.

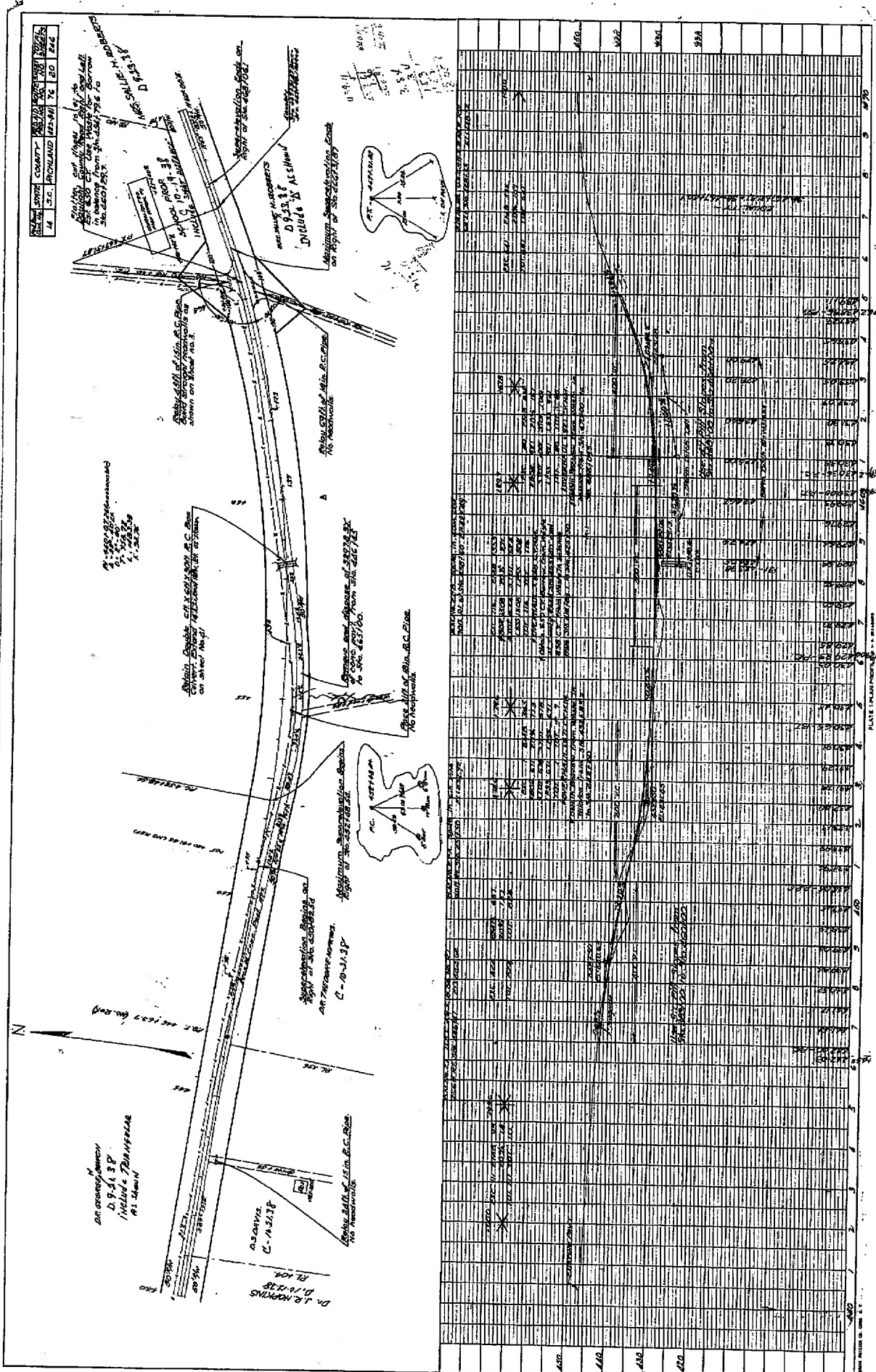
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18	J.C.	REARND	23-80	78	77
78					

DATE	BY	CHECKED

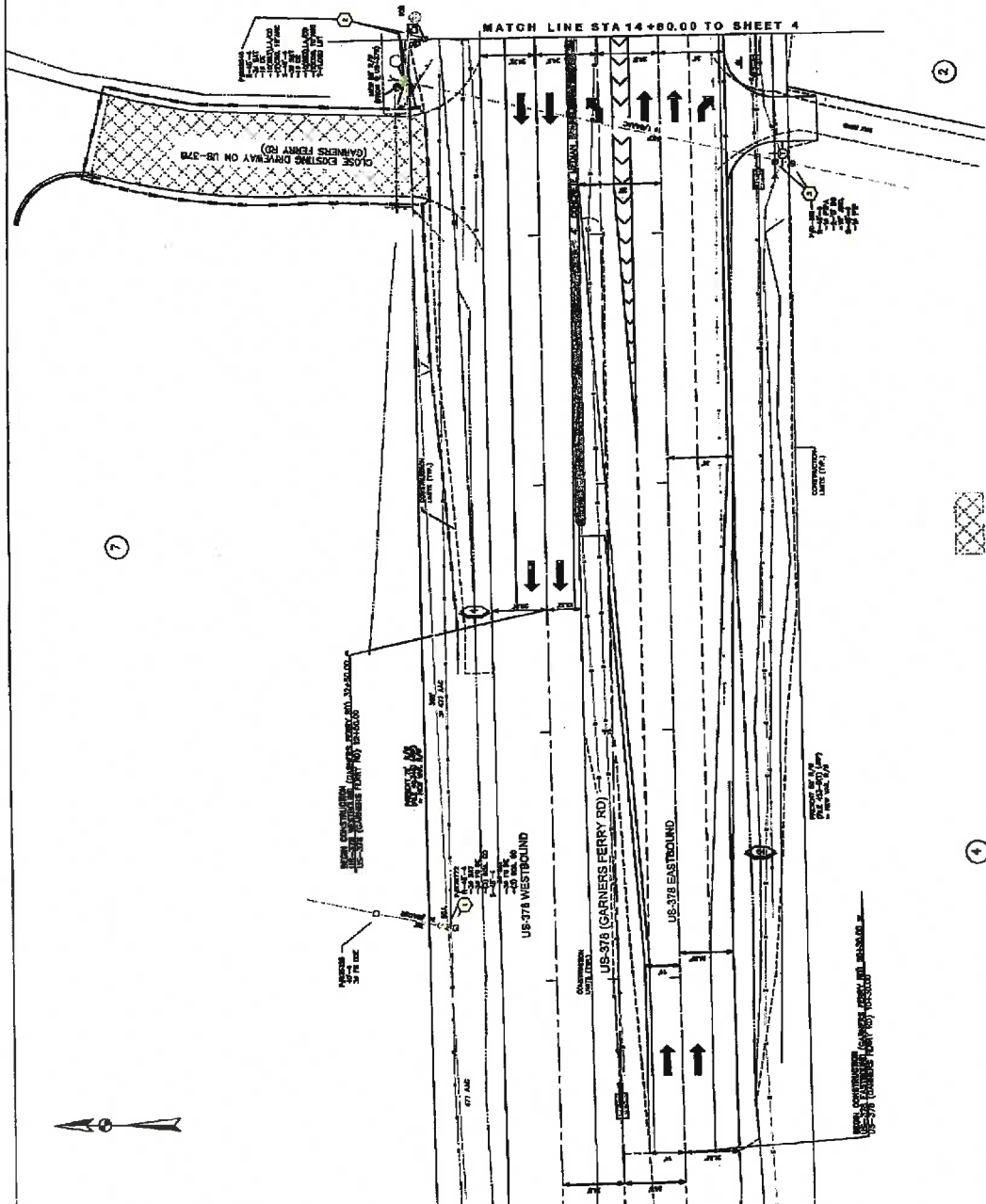
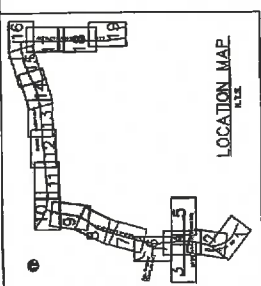
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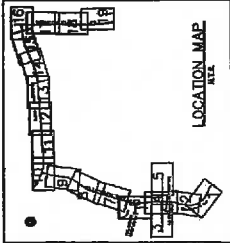
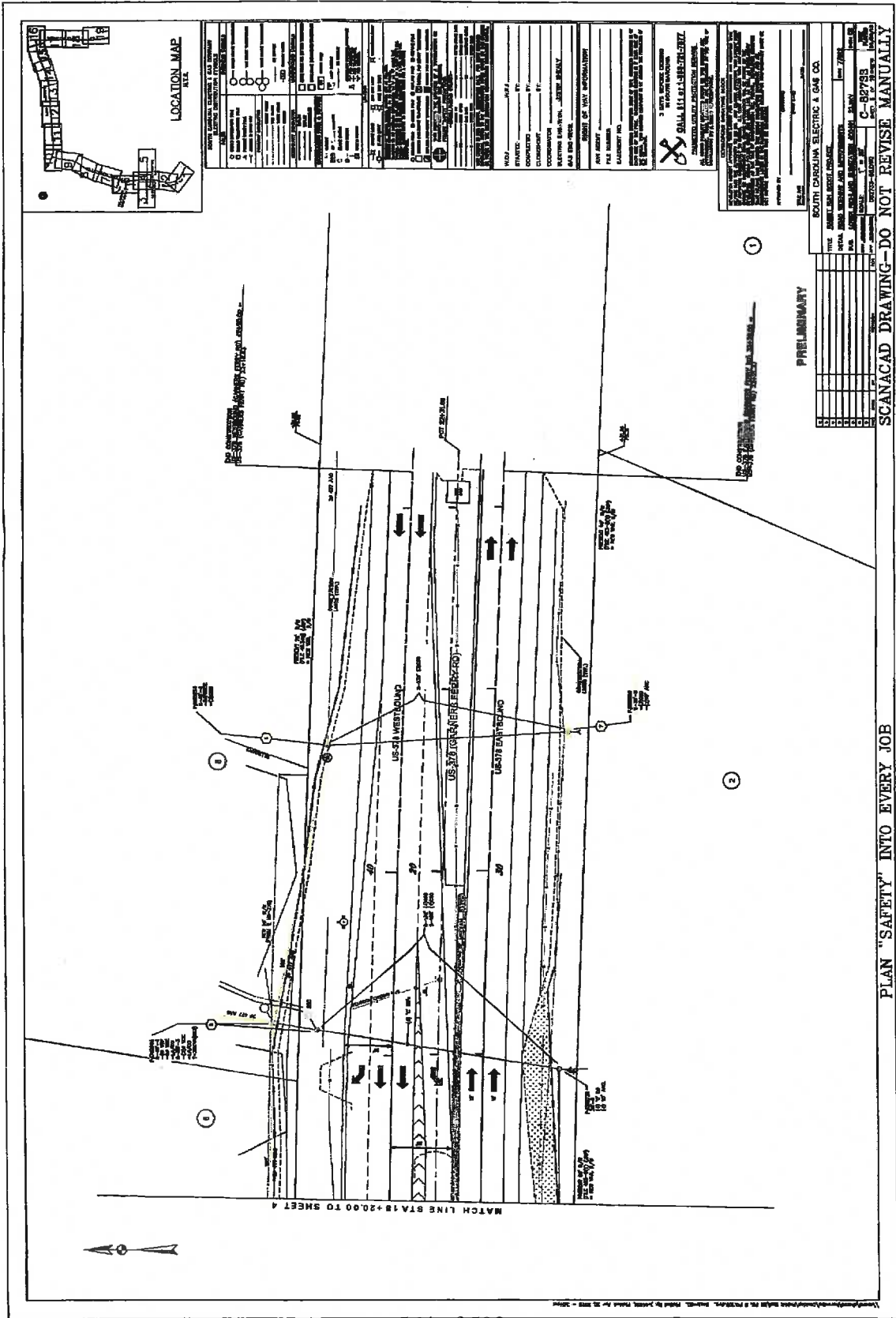


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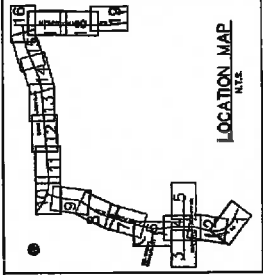


SOUTH CAROLINA ELECTRIC & GAS COMPANY	
PLANNING DEPARTMENT	
PROJECT NO. _____	
DATE _____	
DRAWN BY _____	
CHECKED BY _____	
APPROVED BY _____	
SCALE _____	
SHEET NO. _____	
TOTAL SHEETS _____	
PROJECT TITLE _____	
PROJECT LOCATION _____	
PROJECT DESCRIPTION _____	
PROJECT STATUS _____	
PROJECT PHASE _____	
PROJECT START DATE _____	
PROJECT END DATE _____	
PROJECT BUDGET _____	
PROJECT COST _____	
PROJECT REVENUE _____	
PROJECT PROFIT _____	
PROJECT RISK _____	
PROJECT COMPLIANCE _____	
PROJECT PERMITS _____	
PROJECT INSURANCE _____	
PROJECT CONTRACT _____	
PROJECT AGREEMENT _____	
PROJECT DISPUTE _____	
PROJECT RESOLUTION _____	
PROJECT SETTLEMENT _____	
PROJECT FINAL _____	

3 SOUTH CAROLINA ELECTRIC & GAS COMPANY
 SOUTH CAROLINA ELECTRIC & GAS CO.
 1000 MARKET STREET, FLOOR 10
 COLUMBIA, SOUTH CAROLINA 29201
 TEL: 803/799-1000 FAX: 803/799-1001
 WWW: WWW.SCE&G.COM

SOUTH CAROLINA ELECTRIC & GAS CO.	
PROJECT TITLE _____	
PROJECT LOCATION _____	
PROJECT DESCRIPTION _____	
PROJECT STATUS _____	
PROJECT PHASE _____	
PROJECT START DATE _____	
PROJECT END DATE _____	
PROJECT BUDGET _____	
PROJECT COST _____	
PROJECT REVENUE _____	
PROJECT PROFIT _____	
PROJECT RISK _____	
PROJECT COMPLIANCE _____	
PROJECT PERMITS _____	
PROJECT INSURANCE _____	
PROJECT CONTRACT _____	
PROJECT AGREEMENT _____	
PROJECT DISPUTE _____	
PROJECT RESOLUTION _____	
PROJECT SETTLEMENT _____	
PROJECT FINAL _____	

PLAN "SAFETY" INTO EVERY JOB
 SCANACAD DRAWING—DO NOT REVISE MANUALLY



SOUTH CAROLINA ELECTRIC & GAS COMPANY
 ELECTRIC UTILITIES DIVISION
 PROJECT NO. _____

PROJECT INFORMATION

DATE: _____

PROJECT: _____

LOCATION: _____

SCALE: _____

DESIGNER: _____

CHECKED: _____

APPROVED: _____

PROJECT NO. _____

DATE: _____

PROJECT: _____

LOCATION: _____

SCALE: _____

DESIGNER: _____

CHECKED: _____

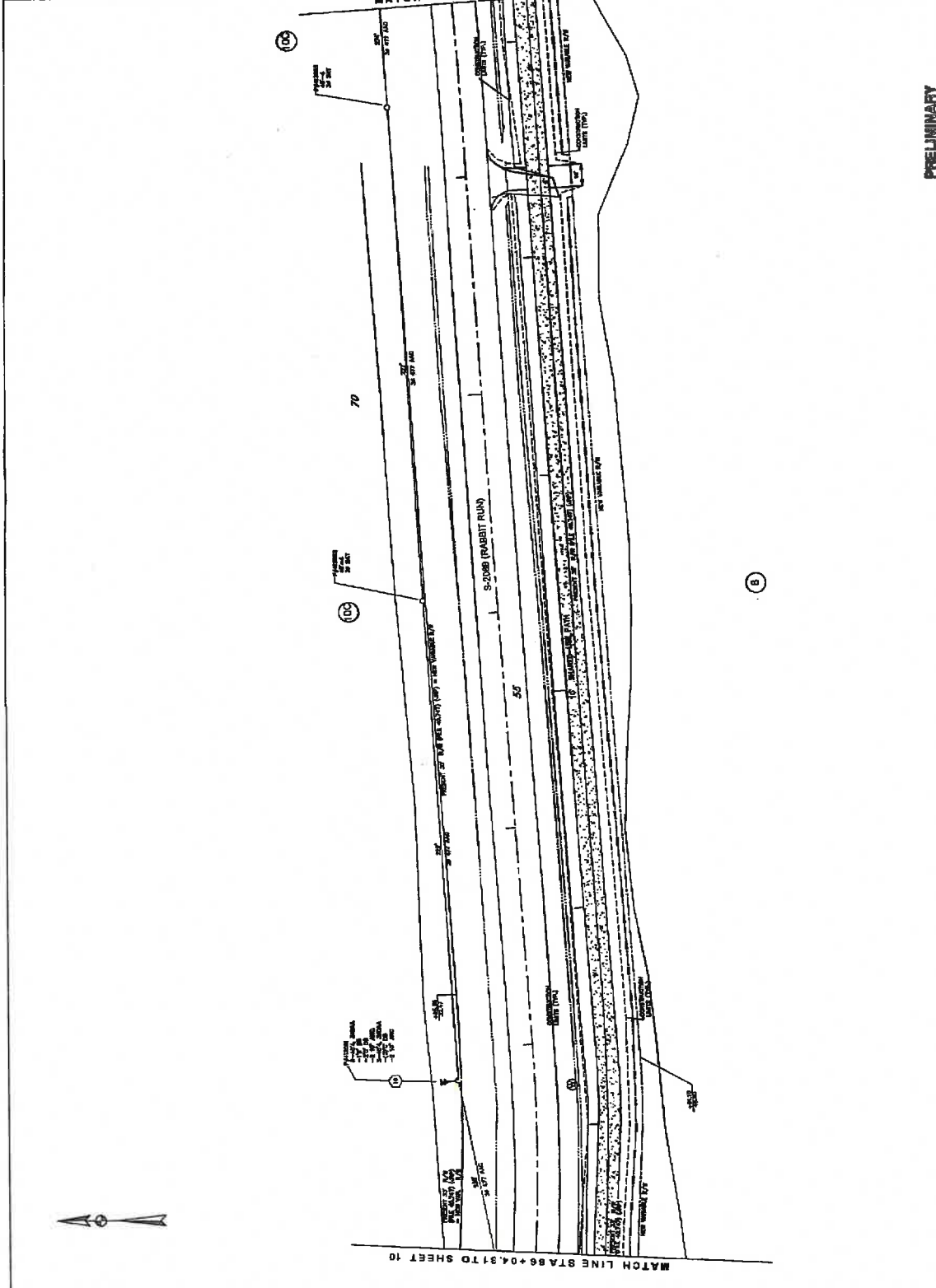
APPROVED: _____

PRELIMINARY

THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

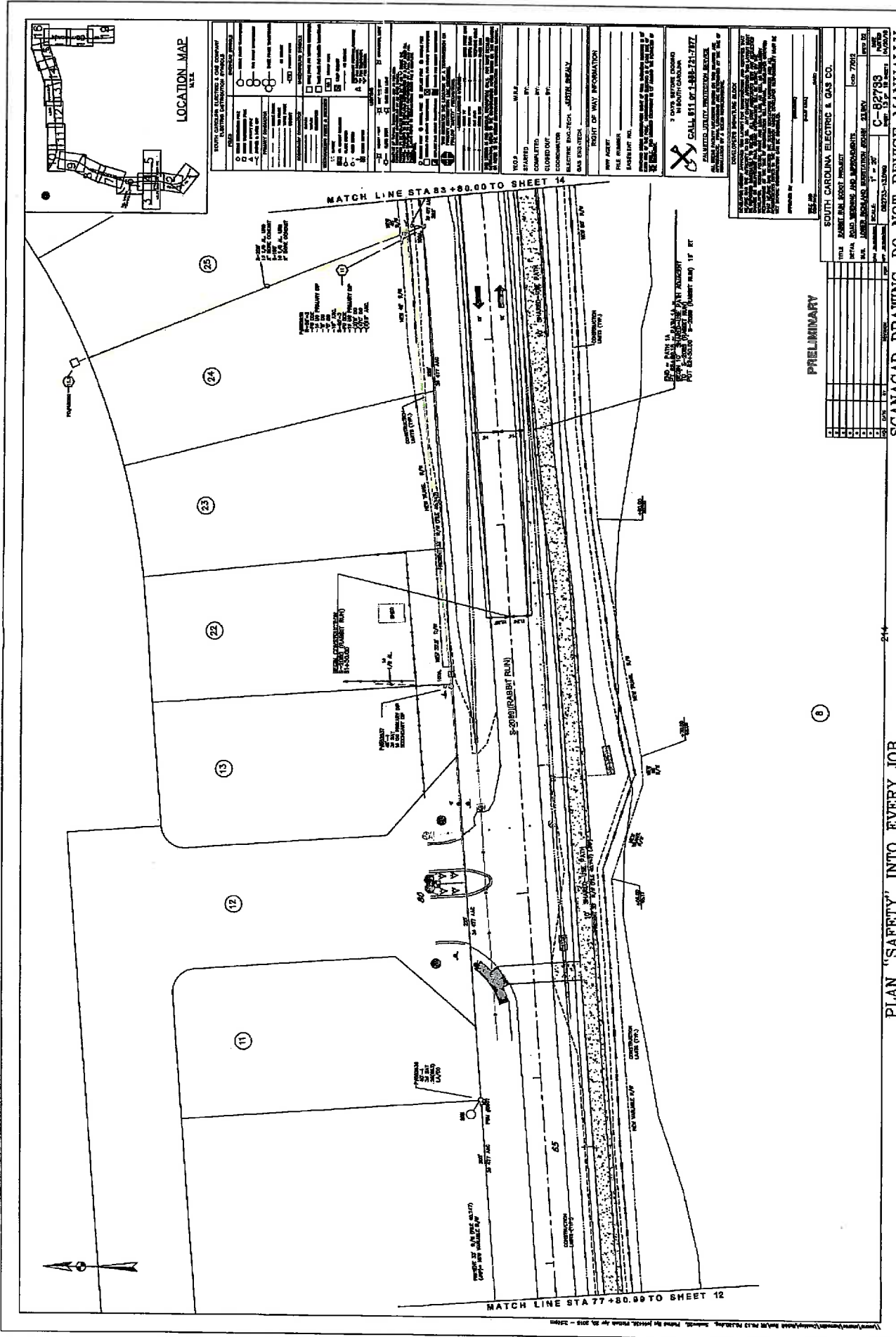
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SOUTH CAROLINA ELECTRIC & GAS CO.
 STATE OF SOUTH CAROLINA
 PROJECT NO. _____
 DATE: _____
 SCALE: _____
 DESIGNER: _____
 CHECKED: _____
 APPROVED: _____



PLAN "SAFETY" INTO EVERY JOB

SCANACAD DRAWING--DO NOT REVISE MANUALLY



UTILITY CONTRACTOR INFORMATION

COMPANY: SOUTH CAROLINA ELECTRIC & GAS COMPANY
PROJECT: FIBER OPTIC NETWORK

PROJECT INFORMATION

PROJECT NO.: 10000000000000000000
SHEET NO.: 10000000000000000000

DESIGNER INFORMATION

DESIGNER: JAMES W. HARRIS, P.E.
DATE: 10/15/2010

CONTRACTOR INFORMATION

CONTRACTOR: JAMES W. HARRIS, P.E.
DATE: 10/15/2010

DATE OF WAY INFORMATION

DATE: 10/15/2010

PROJECT NO.
PROJECT NO.: 10000000000000000000

DATE OF WAY INFORMATION
DATE OF WAY INFORMATION: 10/15/2010

PROJECT NO.
PROJECT NO.: 10000000000000000000

DATE OF WAY INFORMATION
DATE OF WAY INFORMATION: 10/15/2010

PRELIMINARY

PROJECT INFORMATION

PROJECT NO.: 10000000000000000000
SHEET NO.: 10000000000000000000

DATE OF WAY INFORMATION
DATE OF WAY INFORMATION: 10/15/2010

PROJECT NO.
PROJECT NO.: 10000000000000000000

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PROJECT NO.: 10000000000000000000

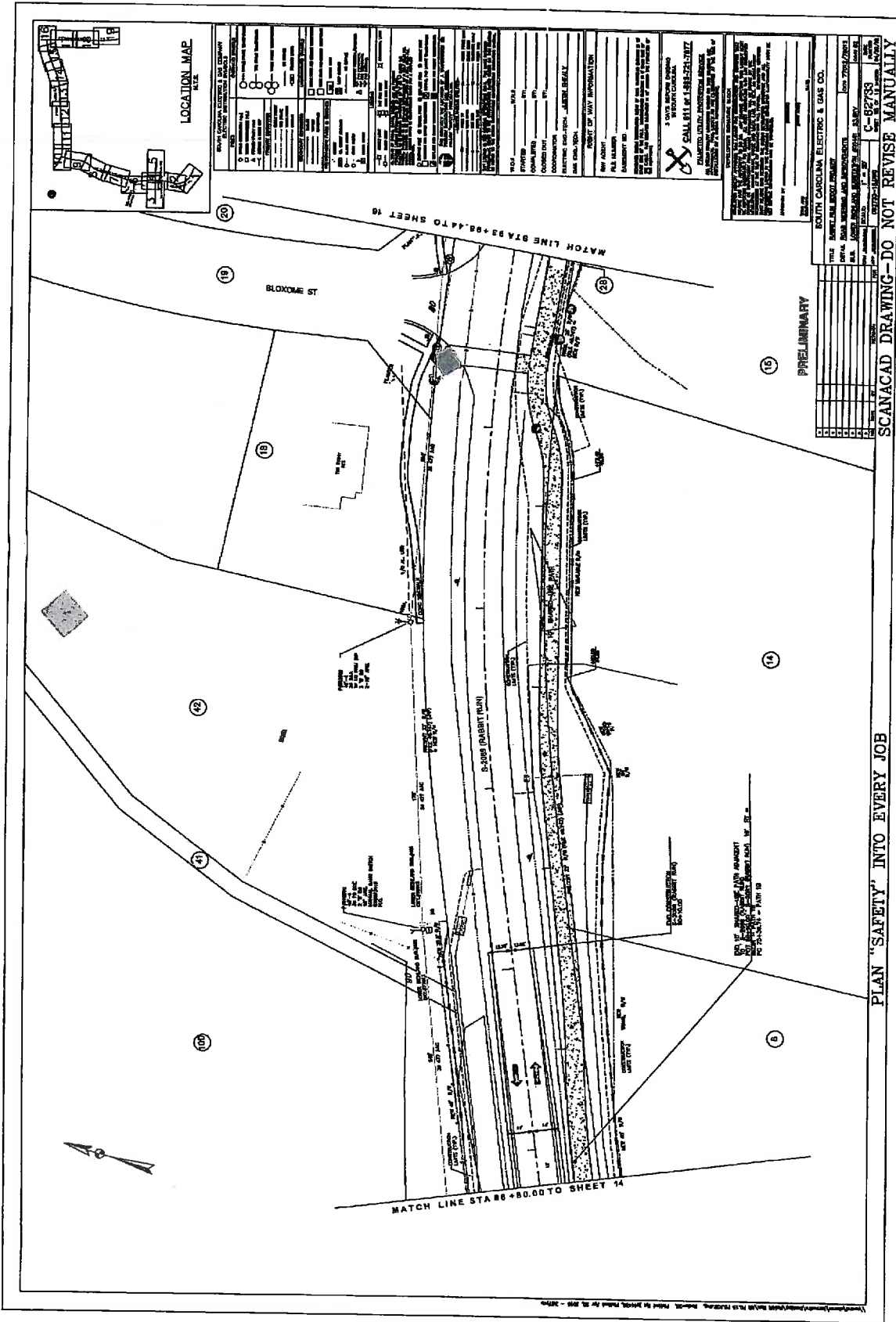
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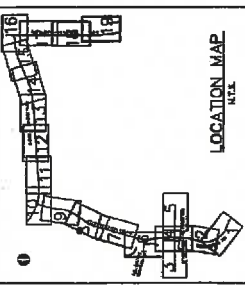
PLAN 'SAFETY' INTO EVERY JOB

244

PLAN 'SAFETY' INTO EVERY JOB

244





SOUTH CAROLINA ELECTRIC & GAS COMPANY
UTILITY PROJECTS

PROJECT INFORMATION

PROJECT NO. _____
 PROJECT NAME _____
 PROJECT LOCATION _____
 PROJECT DATE _____

DESIGN INFORMATION

DESIGNER _____
 CHECKED BY _____
 DATE _____

CONTRACT INFORMATION

CONTRACT NO. _____
 CONTRACT VALUE _____
 CONTRACT DATE _____

PERMIT INFORMATION

PERMIT NO. _____
 PERMIT DATE _____
 PERMIT EXPIRES _____

PROPERTY INFORMATION

OWNER _____
 ADDRESS _____
 CITY _____

UTILITY INFORMATION

UTILITY NAME _____
 SERVICE TYPE _____
 SERVICE DATE _____

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SOUTH CAROLINA ELECTRIC & GAS COMPANY STANDARD SPECIFICATIONS FOR UTILITY CONSTRUCTION.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY BARRIERS AND WARNING SIGNS AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION.

7. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK DONE.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY EMPLOYEE TRAINING AND CERTIFICATION.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY TRAINING AND CERTIFICATION.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY EQUIPMENT.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY SIGNS.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY BARRIERS.

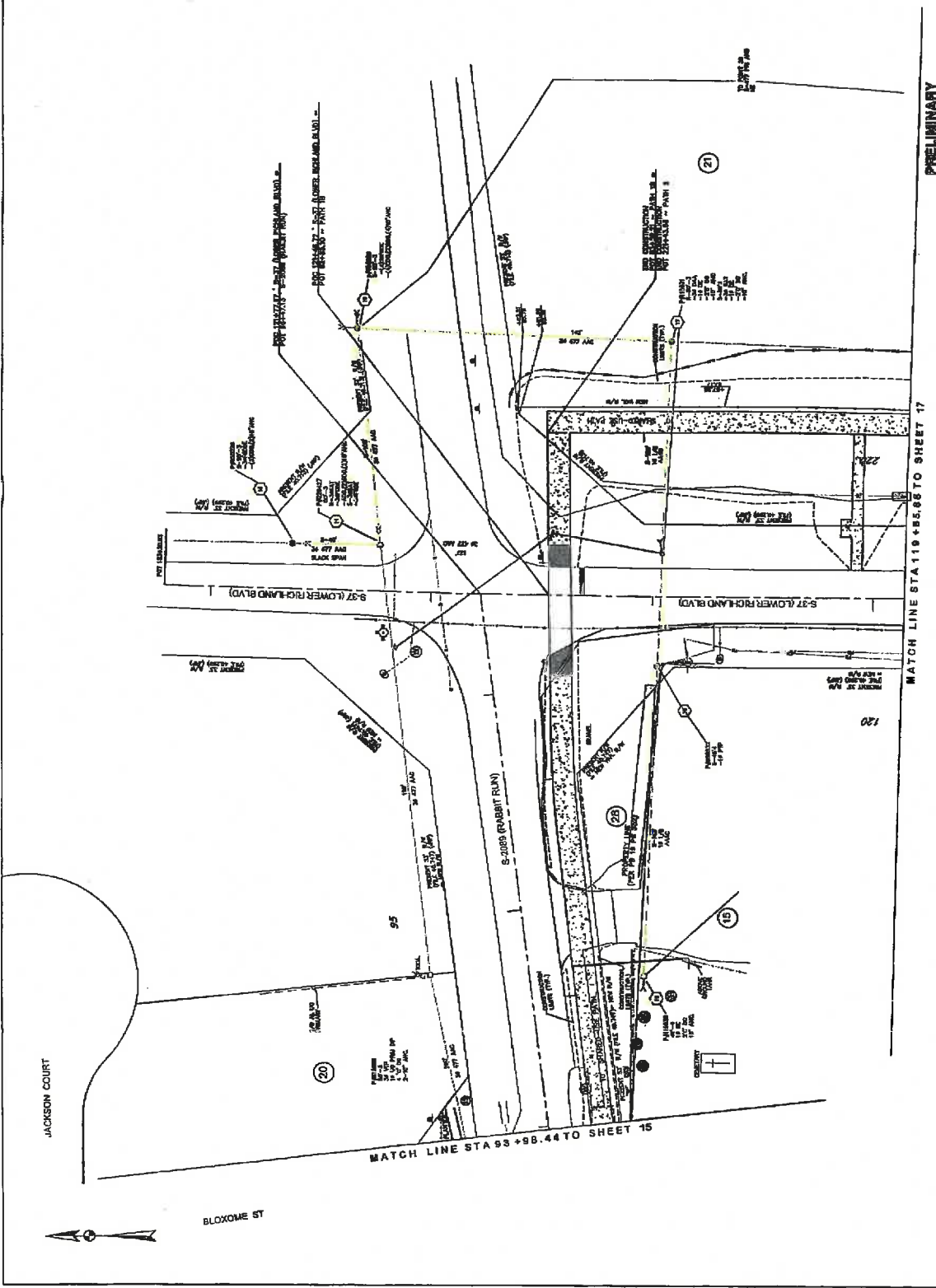
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY LIGHTS.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY FLAGS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY VESTS.

REVISIONS

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PROJECT INFORMATION

PROJECT NO. _____
 PROJECT NAME _____
 PROJECT LOCATION _____
 PROJECT DATE _____

DESIGN INFORMATION

DESIGNER _____
 CHECKED BY _____
 DATE _____

CONTRACT INFORMATION

CONTRACT NO. _____
 CONTRACT VALUE _____
 CONTRACT DATE _____

PERMIT INFORMATION

PERMIT NO. _____
 PERMIT DATE _____
 PERMIT EXPIRES _____

PROPERTY INFORMATION

OWNER _____
 ADDRESS _____
 CITY _____

UTILITY INFORMATION

UTILITY NAME _____
 SERVICE TYPE _____
 SERVICE DATE _____

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15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY FLAGS.

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SAFETY VESTS.

SCALE

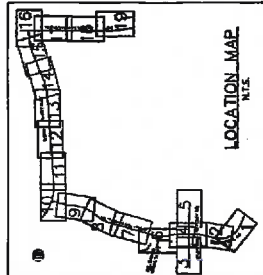
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PROJECT INFORMATION

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 PROJECT LOCATION _____
 PROJECT DATE _____

SCANACAD DRAWING - DO NOT REVISE MANUALLY

PLAN "SAFETY" INTO EVERY JOB



LEGEND

SYMBOLS

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GENERAL NOTES

REVISIONS

DATE

BY

DESCRIPTION

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PROJECT NAME _____

CLIENT _____

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PROJECT OF THIS INFORMATION

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DESIGNER INFORMATION

DESIGNER NAME _____

DESIGNER ADDRESS _____

DESIGNER PHONE _____

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DESIGNER STATE _____

DESIGNER COUNTRY _____

PRELIMINARY

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REVISIONS

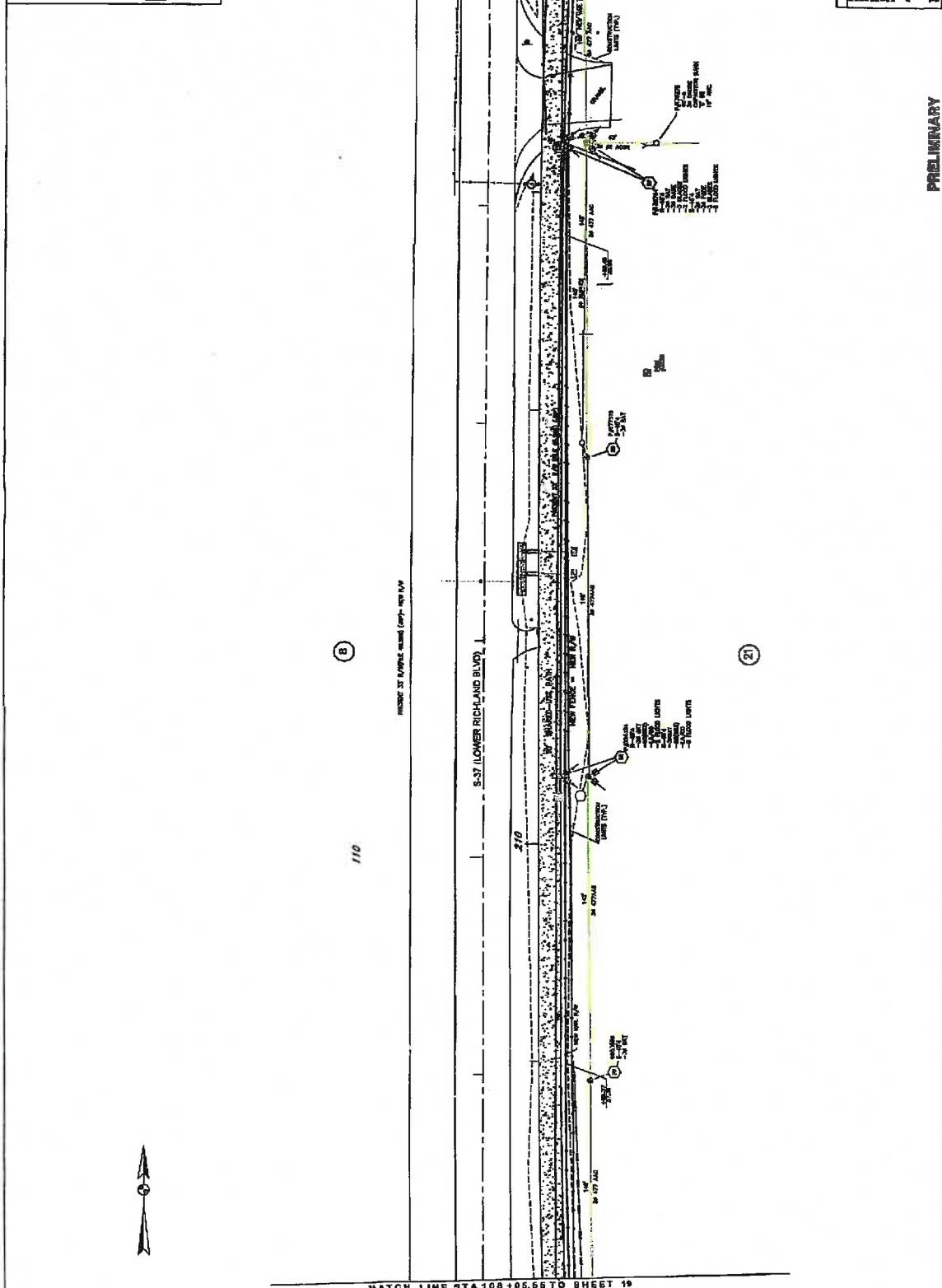
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PLAN "SAFETY" INTO EVERY JOB

240

PLAN "SAFETY" INTO EVERY JOB

240



PROJECT INFORMATION

PROJECT NO. _____

DATE _____

PROJECT NAME _____

CLIENT _____

DESIGNER _____

SCALE _____

PROJECT OF THIS INFORMATION

FILE NUMBER _____

DATE _____

PROJECT NO. _____

DESIGNER INFORMATION

DESIGNER NAME _____

DESIGNER ADDRESS _____

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DESIGNER WEBSITE _____

DESIGNER LICENSE NO. _____

DESIGNER EXPIRES _____

DESIGNER STATE _____

DESIGNER COUNTRY _____

DESIGNER CITY _____

DESIGNER ZIP _____

DESIGNER COUNTY _____

DESIGNER STATE _____

DESIGNER COUNTRY _____

Utility Relocation Estimates

Discussion Point:

The following large projects are expected to begin construction in Q4 2018. In an effort to minimize potential schedule delays, it is requested that the following Utility Agreement estimated amounts be approved. These amounts are a “not to exceed” amount and it is likely that final agreements will be less than these estimated amounts. This will allow the utility companies to plan their work, order necessary supplies, and potentially begin their work prior to roadway construction. It is anticipated that the Final Agreements will be ready for execution by the County in the next few weeks.

Clemson Road Widening

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$300,000.00

Utility owner: Palmetto Utilities

Estimate: \$400,000.00

Southeast Richland (SERN) Neighborhood Improvements

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$725,000.00

Atlas Road Widening

Utility Owner: AT&T/Bellsouth

Estimate: \$125,000.00

Garners Ferry Road and Harmon Road Intersection

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$15,000.00

Recommendation:

Staff respectfully requests the Committee to approve utility relocation estimates under Council authority and to forward to full Council for consideration.

**Transportation Ad Hoc Committee Meeting
Briefing Document**

Agenda Item

Approval to pay for the Internship Program utilizing General Funds opposed to utilizing Penny Funds.

Background

Department of Revenue states that all expenses need to be tethered to a Transportation Project.

Issues

Determining if utilizing General Funds for the Internship Program will cause non-compliance with the Department of Revenue's guidelines.

Fiscal Impact

The Internship Program will utilize \$100,000 of Transportation Penny Funds.

Alternatives

1. The Internship Program will be unpaid.
2. Pay for the Internship Program, utilizing General Funds
3. Eliminate the Internship Program.

Staff Recommendation

The intent of staff is to institute County Council's directive. Staff does not have a recommendation with regards to this matter.

From: LARRY SMITH

Sent: Monday, July 2, 2018 12:22 PM

To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>; SANDRA YUDICE

<YUDICE.SANDRA@richlandcountysc.gov>; Brandon Madden

<Madden.Brandon@richlandcountysc.gov>; Beverly Harris <Harris.Beverly@richlandcountysc.gov>;

pikemal@gmail.com; Nathaniel Miller <Miller.Nathaniel@richlandcountysc.gov>

Subject: RE: Richland County Transportation Internship Program

Thanks John! Although covered under the contract, in my opinion it is not an expenditure that would be covered by the Transportation Act as an allowable cost to be paid by Penny Tax Revenue. However, that does not mean that if Council chose to do so, that the cost could not be covered by the general fund.

LARRY C. SMITH

RICHLAND COUNTY ATTORNEY

2020 HAMPTON ST. COLUMBIA, SC

ATTORNEY-CLIENT OR OTHER PRIVILEGED INFORMATION NOT FOR
DISSEMINATION BEYOND ORIGINAL ADDRESSEE(S) AND COPIED RECIPIENT(S)

From: JOHN THOMPSON

Sent: Monday, July 02, 2018 12:15 PM

To: LARRY SMITH; SANDRA YUDICE; Brandon Madden; Beverly Harris; pikemal@gmail.com; Nathaniel Miller

Subject: RE: Richland County Transportation Internship Program

Larry: Yes, there is specific language in the Program Management Agreement (contract) between the County and the PDT. Please see the attached screenshot. Thx.

John M. Thompson, Ph.D., MBA, CPM

Director of Transportation

Transportation Penny Department

803-766-5003

thompson.john@richlandcountysc.gov

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From: LARRY SMITH
Sent: Monday, July 2, 2018 12:11 PM
To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>; SANDRA YUDICE <YUDICE.SANDRA@richlandcountysc.gov>; Brandon Madden <Madden.Brandon@richlandcountysc.gov>; Beverly Harris <Harris.Beverly@richlandcountysc.gov>; pikemal@gmail.com; Nathaniel Miller <Miller.Nathaniel@richlandcountysc.gov>
Subject: RE: Richland County Transportation Internship Program

John,

I don't know if this is part of the mentor-mentee program or not. Is there anything in the contract specifically regarding an Internship Program?

From: JOHN THOMPSON
Sent: Saturday, June 30, 2018 12:22 PM
To: SANDRA YUDICE; Brandon Madden; Beverly Harris; LARRY SMITH; pikemal@gmail.com; Nathaniel Miller
Subject: Fwd: Richland County Transportation Internship Program

Colleagues: Please advise how we should handle the request below in light of the disallowable cost for the mentor-mentee program. Thx.

John M. Thompson, Ph.D., MBA, CPM

Director
Richland County Government
Transportation Penny Department
thompson.john@richlandcountysc.gov

P [803-766-5003](tel:803-766-5003) F [803-576-1549](tel:803-576-1549)

2000 Hampton St.
Columbia, SC 29204
RichlandCountySC.gov

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Begin forwarded message:

From: David Beaty <dbeaty@richlandpenny.com>
Date: June 30, 2018 at 10:06:25 AM EDT

To: JOHN THOMPSON <THOMPSON.JOHN@richlandcountysc.gov>
Cc: Anthony Lawrence <alawrence@richlandpenny.com>, Randolyn Martin <rmartin@richlandpenny.com>
Subject: FW: Richland County Transportation Internship Program

Dr. Thompson,

As part of National Intern Day, the PDT is hosting a drop in on Thursday, July 26th from 11:00 a.m. – 1:00 pm at the Penny office to recognize the interns and their host companies. Would you please forward the information below to other County staff and members of County Council making them aware of the event and requesting their attendance? Thanks very much.

David Beaty, PE
Program Manager
Richland Penny Program
201 Arbor Lake Drive | Columbia, SC 29223
T: 1-844-RC PENNY | M: 803-261-7942 | D: 803-726-6159
www.richlandpenny.com

From: Randolyn Martin
Sent: Friday, June 29, 2018 10:50 AM
To: David Beaty <dbeaty@richlandpenny.com>; Anthony Lawrence <alawrence@richlandpenny.com>
Subject: Richland County Transportation Internship Program

Good morning,

Companies all over will be celebrating National Intern Day on July 26th. For the first time, the Richland County Transportation Internship Program will take part in the festivities. We will host a drop in on Thursday, July 26th from 11:00 a.m. – 1:00 pm here at the Richland Penny Office. The invite will be extended to Richland County Council members and companies hosting interns this summer. Those in attendance will be able to meet interns and learn about their experience as interns in this program. Below you will find a link to the invite.

David, please extend this invite to council members and Richland County staff involved with the Richland County Transportation Program.

Invitation link: <https://goo.gl/forms/ejQDXTF68VpuoiOG3>

Thanks,
Randolyn Martin
Internship Coordinator
Richland Penny Program
201 Arbor Lake Drive | Columbia, SC 29223
T: 1-844-RC PENNY | D: 803-726-3575
rmartin@richlandpenny.com
www.richlandpenny.com

c) The Contractor may appeal any determination of SLBE Program Termination Expenses in the manner provided in Section XIV.A.6. d, e, and f above.

12. Should the County implement ordinances that provide for the same types of SLBE requirements as provided for in this Section XIV.A. that are not provided for in the Ordinance as of the Effective Date of this Agreement, the County and the Contractor may by mutual agreement agree to replace any part of this Section XIV A with such new ordinance requirements.

B. Sheltered Market Program. The Contractor shall assist the SLBE program to identify projects qualified to be placed in the Sheltered Market Program for SLBE and Emerging SLBE participants to compete for exclusively.

C. DBE Participation Programs. The Contractor shall assist the County to comply with State and Federal DBE requirements where necessary.

D. Student Internship Program. The Contractor shall develop a student internship program in cooperation with area educational institutions. The Contractor shall encourage its Subconsultants and Subcontractors to provide opportunities for students to participate in the student internship program.

E. Central Employment Database. The Contractor shall establish a Central Employment Database ("CED") accessible to members of the public interested in submitting applications for employment with contractors and vendors participating in the CTIP. The CED will be made available to contractors, subcontractors, and vendors. The CED will be accessible both electronically and manually by the public. Job applications will be made available through the OSBO, the South Carolina Business One Stop, the Richland County Library system, and other public places as identified by the Contractor to the County.

F. Business Engagement. The Contractor shall develop, administrate, and manage a program to encourage businesses located in Richland County to participate in the CTIP. The Contractor shall also provide prototypical plans and specifications to businesses for bike racks, benches, and other amenities. The Contractor will provide a list of contractors to businesses capable of installing the benches and bike racks. The County will reimburse the Contractor for the cost to administrate and manage the program.

G. SLBE Certifications. SLBE certifications for the SLBE Subcontractors at the Effective Date of this Agreement are attached at Exhibit D.

H. Nothing in this Section XIV shall be construed to limit whatever rights and remedies the Contractor may have under this Agreement and applicable law to challenge any act or omission of the County, including the right to file legal action exclusively in the Richland County, South Carolina Court of Common Pleas regarding any action or inaction of the County, or to assert any defense to any claim by the County. Likewise, nothing in this Section XIV.H. shall be construed to limit whatever rights of the County that arise under this Section XIV of the Agreement.

Utility Relocation Estimates

Discussion Point:

The following large projects are expected to begin construction in Q4 2018. In an effort to minimize potential schedule delays, it is requested that the following Utility Agreement estimated amounts be approved. These amounts are a “not to exceed” amount and it is likely that final agreements will be less than these estimated amounts. This will allow the utility companies to plan their work, order necessary supplies, and potentially begin their work prior to roadway construction. It is anticipated that the Final Agreements will be ready for execution by the County in the next few weeks.

Clemson Road Widening

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$300,000.00

Utility owner: Palmetto Utilities

Estimate: \$400,000.00

Southeast Richland (SERN) Neighborhood Improvements

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$725,000.00

Atlas Road Widening

Utility Owner: AT&T/Bellsouth

Estimate: \$125,000.00

Garners Ferry Road and Harmon Road Intersection

Utility Owner: South Carolina Electric and Gas (SCE&G)

Estimate: \$15,000.00

Recommendation:

Staff respectfully requests the Committee to approve utility relocation estimates under Council authority and to forward to full Council for consideration.

On-Call Engineering Team (OET) Design Contracts

Discussion Point:

Previously Council has approved staff and the Program Development Team (PDT) to initiate design contracts with the 5 On-Call Engineering Teams (OET) for a total of 9 projects. It is anticipated that final negotiations will be complete within the next few weeks. In an effort to expedite the start of design, it is requested that the Committee approve the following 30% complete design fees for the following projects:

- Polo Road Widening -
- Blythewood Road Area Improvements -
- Spears Creek Church Road Widening -
- Lower Richland Road Widening -
- Trenholm Acres/Newcastle NIP -
- Broad River Road Corridor NIP -
- Smith/Rocky Branch Greenway A, B, C -
- Crane Creek Greenway A, B, C -
- Polo/Windsor Lake, Woodbury/Old Leesburg, Dutchman Greenway -
- Quality Control Management Contract Modification for Group 50 Dirt Roads(Mead & Hunt)

* Specific estimated contract values are shown separately. These amounts are a “not to exceed” amount and it is likely that final agreements will be less than these amounts.

Recommendation:

Staff respectfully requests the Committee to approve the design estimates under Council authority and to forward to full Council for consideration.

Transportation Program Update

Council Approvals

Council met June 5, 2018 and approved the following items:

- Studying and installing safety measures to Longwood Road
- Resurfacing and analyzing Shared Use Paths for Pineview Road and Bluff Road Phase 2
- Staff to draft a letter to SCDOT for Council's review regarding the \$52.5 million for the I-20/Broad River Interchange
- The Bluff Road Phase 1 Final Change Order
- The Gills Creek Greenway Section A Final Design
- Staff to pursue the 2018 BUILD Grant Application for Shop Road Extension Phase 2
- The 2017 Annual Report
- The PDT managing the Dirt Road Program

Pre-Construction Update

- Clemson Road: Plans are 100% Complete, Right of Way Certificate is complete, Utility Agreements complete to include City of Columbia waterline. Tentative advertisement scheduled for July 2018.
- Atlas Road: Addressing comments from 95% Complete Plan review. Right of Way acquisition nearly complete. Anticipate advertising for construction in Q3 2018, dependent upon Railroad permits and City of Columbia utility designs.
- Southeast Richland Neighborhood: 100% Complete plans have been reviewed by SCDOT. Right of Way acquisition complete. Anticipate advertising for construction in Q3 2018. Still need CLOMR from FEMA.
- Greene Street Phase 2: Design is approximately 99% complete. Right of Way acquisition continues, which is anticipated to be complete late Q2 2018. Anticipate advertising for construction in Q3/Q4 2018.
- 3 Major Intersections: 70% Plans submitted to SCDOT for review for Garners Ferry/Harmon, North Springs/Harrington, and Screaming Eagle/Percival. R/W acquisition has begun for Screaming Eagle/Percival and Garners Ferry/Harmon. North Springs/Harrington R/W Acquisition should begin July.
- Broad River Neighborhood Project – Plans 100% Complete, Right of Way Certificate complete, and bid document being reviewed by SCDOT. Anticipate advertising for construction Q3 2018.
- Magnolia/Schoolhouse sidewalks – Bids received and recommend award to Council set for July 10, 2018.
- Pedestrian Intersections – Bids received and will likely readvertise.
- Dirt Road Packages G and H – Bids received and recommend award to Council set for July 10, 2018.
- Resurfacing Package O – Bids due June 27, 2018.
- Pelham/Tryon sidewalks – Bids due June 27, 2018.

Construction Update

- Candlewood Neighborhood Improvement Project Phase 2 and Sidewalk Package S7 (Marion Street, Bratton Street, and Grand Street) : Contracts approved and Pre construction conferences were held April 25, 2018. Notices to Proceed dated June 15, 2018..
- Farrow/Pisgah Intersection – Construction continues on this last of 6 Design-Build projects.

- Shop Road Extension Phase 1 – Work on the floorless culvert is complete. Concrete paving continues.
- North Main Street Widening – SCE&G's duct bank is 85% complete. The Joint Use Duct Bank is 60% complete. Sewer rehabilitation is 80% complete. Water relocation is 60% complete. Drainage installation continues near the R/R trestle and is heading south. Utility poles scheduled to be removed from Anthony to Sunset mid to late May 2018.
- 3 Rivers Greenway – Construction is underway. 13,900' out of a total of 15,000' of concrete pathway has been constructed.
- Transportation Improvement Contract 1 – Resurfacing has resumed. 4 of the 19 dirt roads have been removed from this current contract. 14 of the remaining 15 have been paved.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: FY19 - District 5 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$164,850** for District 5.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

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 6 H-Tax discretionary account breakdown and its potential impact is listed below:

Initial Discretionary Account Funding	\$164,850
FY2018 Remaining Amount	\$ 0
Epworth Children’s Home	\$ 1,500
Special Olympics	\$ 3,000
Animal Mission of the Midlands	\$ 5,000
Palmetto Baseball League	\$ 1,500
Columbia United Football Club	\$ 1,500
Columbia International Festival	\$ 3,500
EdVenture	\$ 5,000
Devine Street Merchants Association	\$ 6,000
Rosewood Merchants Associations	\$ 5,000
Shandon/Hollywood Rose Hill Homes for Holidays Tour	\$ 3,000
Historic Columbia	\$ 14,000
Palmetto Foundation for Prevention and Recovery	\$ 5,000
Congaree River Keeper	\$ 5,000
Keep Midlands Beautiful	\$ 10,000
Five Points Association	\$ 25,000
SC Pro AM	\$ 7,500
Columbia Music Festival	\$ 10,000
Auntie Karen Foundation	\$ 4,000
Sustainable Midlands	\$ 1,500
Jam Room Foundation	\$ 7,500
701 Center for Contemporary Art	\$ 18,000
Lourie Center(Capital Senior Center)	\$ 12,000
We Are Olympia	\$ 1,500
Columbia City Ballet	\$ 3,000
Columbia Classical Ballet	\$ 3,000
Museum of Art	\$ 3,850
Total	\$164,850
Remaining Balance	\$ 0

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017
- Regular Session - May 15, 2018
- 2nd Reading of the Budget-

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.



REQUEST OF ACTION

Subject: FY19 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$163,000** for District 6.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish an 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

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 6 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	\$164,850
<u>FY2018 Remaining Amount</u>	\$ 850
Ann Brodie’s Carolina Ballet	\$ 10,000
Columbia City Ballet	\$ 10,000
Columbia Classical Ballet	\$ 10,000
SC Philharmonic Orchestra	\$ 25,000

Columbia Music Festival Organization	\$ 20,000
Columbia Museum of Art	\$ 35,000
Greater Columbia Restaurant Association	\$ 15,000
Historic Columbia Foundation	\$ 25,000
Palmetto Aids Life Support Network	\$ 6,000
Kingville Historical Foundation	\$ 5,000
Greenview Reunion Foundation	\$ 1,000
Columbia International Festival	\$ 1,000
Total	\$163,000
Remaining Balance	\$ 2,700

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017
- Regular Session - May 15, 2018
- 2nd Reading of the Budget-

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.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: FY19 - District 10 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$25,000** for District 10.

B. Background / Discussion

For the 2018 - 2019 Fiscal Year, County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as approved during the FY17-18 fiscal year and as amended during the May 15th Regular Session. The details of these motions are listed 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.

Regular Session – May 15, 2018: Motion that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and event, there were problems.

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
FY2018 Remaining Amount				\$ 12,350
	Lower	Richland	Veteran's	\$ 25,000
	Association			
Total				\$164,850
Remaining Balance				\$152,000

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017
- Regular Session - May 15, 2018
- 2nd Reading of the Budget-

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 JAMEELA DARCELL BRYANT 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 Jameela Darcell Bryant is hereby appointed and commissioned a Code Enforcement Officer of Richland County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon her by the governing body of this County, including the enforcement of the County’s animal care regulations, and the use of an ordinance summons, and with all the powers and duties conferred pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, Jameela Darcell Bryant shall not perform any custodial arrests in the exercise of her duties as a code enforcement officer. This appointment shall remain in effect only until such time as Jameela Darcell Bryant is no longer employed by Richland County to enforce the County’s animal care regulations.

ADOPTED THIS THE 17th DAY OF JULY, 2018.

Joyce Dickerson, Chair
Richland County Council

Attest: _____
Michelle Onley
Deputy Clerk of Council