

# **RICHLAND COUNTY**

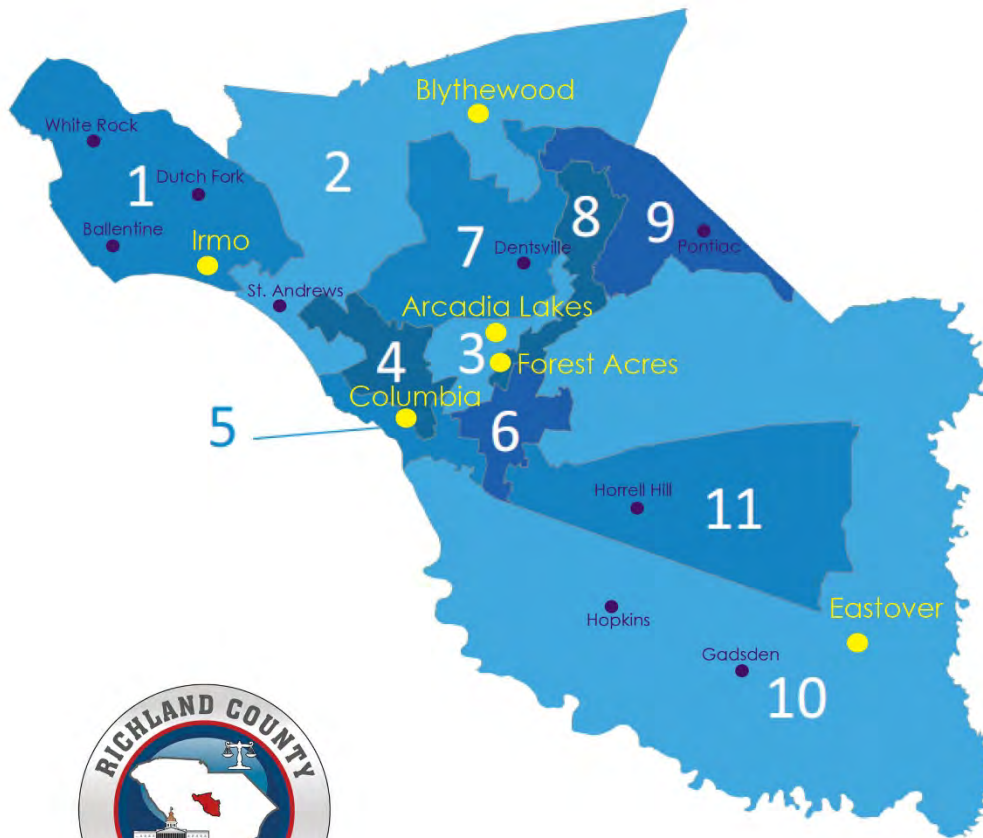
## **COUNTY COUNCIL AGENDA**



**Tuesday, OCTOBER 02, 2018**

**6:00 PM**

# RICHLAND COUNTY COUNCIL 2017-2018



**VICE CHAIR**  
Bill Malinowski  
District 1



**CHAIR**  
Joyce Dickerson  
District 2



Yvonne McBride  
District 3



Paul Livingston  
District 4



Seth Rose  
District 5



Greg Pearce  
District 6



Gwendolyn Kennedy  
District 7



Jim Manning  
District 8



Calvin "Chip" Jackson  
District 9



Dalhi Myers  
District 10



Norman Jackson  
District 11



Richland County Council

Regular Session  
October 02, 2018 - 6:00 PM

2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER**

The Honorable Joyce Dickerson,  
Chair Richland County Council

- a. Roll Call

2. **INVOCATION**

The Honorable Gwen Kennedy

3. **PLEDGE OF ALLEGIANCE**

Boy Scout Troop 8  
Scoutmaster Kirby Shealy, III

4. **APPROVAL OF MINUTES**

The Honorable Joyce Dickerson

- a. Regular Session: September 18, 2018 [PAGES 11-26]
- b. Special Called Meeting: September 25, 2018 [PAGES 27-29]
- c. Zoning Public Hearing: September 25, 2018 [PAGES 30-35]

The Honorable Joyce Dickerson

5. **ADOPTION OF AGENDA**

Larry Smith,  
County Attorney

6. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS**

- a. Personnel Matter: Interim County Administrator
- b. Potential Litigation: Annexation of Streets and Roads

The Honorable Joyce Dickerson

7. **CITIZENS' INPUT**

- 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. Detention Center Contract [PAGES 37-40]
- b. Employee Grievance
- c. Township Auditorium Update
- d. Mass Fatality Training Table Top Grant

**9. REPORT OF THE CLERK OF COUNCIL**

Kimberly Williams-Roberts,  
Clerk to Council

- a. REMINDER: Columbia Chamber Annual Gala, October 4, 6:00 PM, Columbia Metropolitan Convention Center
- b. United Nations Community Send Off, October 8, 6:00 PM, Elm Abode
- c. Palmetto City Classic - Honoring Coach Jeffries, October 11, 6:00 PM, Columbia Metropolitan Convention Center
- d. University of South Carolina - City and County Partners Reception, October 10, 5:30 - 7:00 PM, The President's House, Historic Horseshoe
- e. 2019 County Council Meeting Calendar [ACTION] [PAGES 41-42]

**10. REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

- a. Economic Development Trip Update

**11. OPEN / CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- a. 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
- b. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in

Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters

## **12. APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. 18-026MA  
Tom James  
Lower Richland Boulevard  
TMS # R21800-04-20 [SECOND READING] [PAGES 43-44]
- b. An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15 [FIRST READING] [PAGES 45-55]
- c. Assignment of Funds [PAGE 56]
- d. Upgrading the Murray Point Lane Water System (aka White Rock Water System) [PAGES 57-61]
- e. Requesting approval from County Council for the purchase of Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility [PAGES 62-65]
- f. Devil's Ditch Project Funding Increase [PAGES 66-71]
- g. Renewal of the contracts for solid waste curbside collection service in areas 5A, 5B, and 7 [PAGES 72-76]
- h. County Council is requested to approve a Work Authorization (WA) for professional services with WK Dickson & Company, Inc of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton – LB Owens Airport (CUB) [PAGES 77-84]
- i. County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County / the Jim Hamilton – LB Owens Airport (CUB) [PAGES 85-90]
- j. Request from the University of South Carolina's Center for Applied Innovation and Advanced Analytics to partner and implement (including funding) a project that would provide rural internet to those areas of unincorporated Richland County that do not have access to broadband [PAGES 91-96]

The Honorable Joyce Dickerson

## **13. THIRD READING ITEMS**

- a. Fiscal Year 2018-2019 Millage Ordinance [PAGES 97-107]
- b. 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 108-140]

**14. SECOND READING ITEMS**

The Honorable Joyce Dickerson

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters [PAGES 141-184]

**15. REPORT OF THE DEVELOPMENT AND SERVICES COMMITTEE**

The Honorable Greg Pearce

- a. County Utility System [PAGES 185-196]
- b. Council Motion: Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the lines are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Based by August 2019 [MYERS] [PAGES 197-206]
- c. Council Motion: Move to authorize Dr. Yudice and staff to utilize emergency funds to facilitate third party well testing in areas potentially impacted by Westinghouse's previously undisclosed 2011 uranium leak. Funds would

be available for testing over the next thirty days, subject to individual requests [MYERS and DICKERSON] [PAGES 207-208]

- d. Council Motion: To resolve the water contamination issues in the Lower Richland community and put the citizens at ease I move that Richland County move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area [N. JACKSON] [PAGES 209-210]

**16. REPORT OF ADMINISTRATION & FINANCE COMMITTEE**

The Honorable Paul Livingston

- a. County Council is requested to approve the award of the contract for the Fountain Lake Rd. Paving Project to Armstrong Contractors, LLC [PAGES 211-216]
- b. Hospitality Tax Funding for EdVenture [PAGES 217-218]
- c. Council Motion: Move forward with review of the SE & NE Sport Complex plans to promote tourism and support AAU and other sports in the county [N. JACKSON] [PAGES 219-225]

The Honorable Paul Livingston

**17. REPORT OF ECONOMIC DEVELOPMENT COMMITTEE**

- a. Change order to contract CPS18054 with S&ME for due diligence at the Blythewood Industrial Site [PAGES 226-231]
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Blythewood; identifying the project; and other matters related thereto [PAGES 232-234]

The Honorable Bill Malinowski

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

**19. NOTIFICATION OF APPOINTMENTS**

- a. Richland Library Board of Trustees: Six (6) Vacancies
  - 1. Lee Rambo [PAGES 235-236]
  - 2. Delaine A. Frierson [PAGES 237-238]
  - 3. Yvonne Stocker [PAGES 239-240]
  - 4. J. Calhoun Watson [PAGES 241-242]

- 5. Avni Gupta-Kagan [PAGES 243-244]
- 6. R. Lee Snelgrove [PAGES 245-246]
- 7. Johnny Ray Noble [PAGES 247-248]
- 8. Erin E. Johnson [PAGES 249-250]
- 9. Jennifer Ford [PAGES 251-254]

**20. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE**

The Honorable Calvin Jackson

- a. Approval for Garners Ferry Road and Harmon Road Intersection Condemnation [ACTION] [PAGES 255-265]
- b. Approval to construct sidewalk around the existing brick mailbox and reduce the sidewalk width to approximately 4', directly behind the mailbox [ACTION] [PAGES 266-268]
- c. Approval to defer Hampton Street design and move forward with resurfacing and restriping Calhoun Street Road Diet [ACTION] [PAGES 269-290]
- d. Approval of the draft to House Representative Bales clarifying that the Shop Road Extension Transportation Project does not include bicycle lanes [ACTION] [PAGE 291]
- e. Approval of Polo Road Right of Way Easement with the City of Columbia [ACTION] [PAGES 292-300]
- f. Approval of the Resurfacing Authorization [ACTION] [PAGES 301-321]
- g. Approval of staff recommendation for a procedure to include the PDT's management of the Dirt Road Program into the contract [ACTION] [PAGES 322-327]
- h. Approval of the Spears Creek Church Widening Contract for 30% Plans [ACTION] [PAGES 328-354]
- i. For Information Purposes [PAGES 355-374]:
  - 1. The removal of paving the Culvert within the Sunset Sidewalk Project [PAGES 355-357]
  - 2. The extension of sidewalks on Westridge Road to Clemson Road and the installation of sidewalks on Rhame Road and Summit Center Drive [PAGES 358-360]
  - 3. Transportation Program Update [PAGES 361-366]



4. Approved Work Authorizations: [PAGES 367-374]

o #60: Garners Ferry Road, Harmon Road, North Springs Road, Harrington Road, Screaming Eagle Road, Percival Road [PAGES 367-370]

o #61: Blythewood Road Widening [PAGES 371-372]

o #62: Bull Street and Elmwood Avenue [PAGES 373-374]

**21. OTHER ITEMS**

The Honorable Joyce Dickerson

- a. Approval for letter recommending awarding bid for Sidewalk Package S-9 [ACTION] [PAGES 375-385]

**22. CITIZENS' INPUT**

The Honorable Joyce Dickerson

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

**23. EXECUTIVE SESSION**

Larry Smith,  
County Attorney

**24. MOTION PERIOD**

- a. Move for a resolution honoring Olivia McCartney for being named 2018-19 Spring Hill High teacher of the year and 2018 American Legion Dept South Carolina teacher of year.
- b. Move for a resolution honoring Pastor Noble of 2nd Nazareth Church for a decade of service to his congregation and the community.
- c. We move that the Second Citizens' Input (Must Pertain to Richland County Matters Not on the Agenda.) to be included with the First Citizens' Input section nearer to the beginning of the Richland County Council Regular Session meeting agendas.

The Honorable Seth Rose  
The Honorable Bill Malinowski

The Honorable Seth Rose

The Honorable Calvin Jackson  
The Honorable Jim Manning  
The Honorable Norman Jackson

**25. ADJOURNMENT**



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



Richland County Council  
Special Called  
September 18, 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, Trena Bowers, John Thompson, Brandon Madden, Tracy Hegler, Sandra Yudice, Stacey Hamm, Eden Logan, Larry Smith, Dwight Hanna, Tim Nielsen, Shahid Khan, Michelle Rosenthal, Jeff Ruble, Melissa Watts, Michael Niermeier, Michael King, Nathaniel Miller, Dale Welch, and Steven Gaither

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 Dalhi Myers
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers

POINT OF PERSONAL PRIVILEGE – Mr. Rose recognized Daniel Coble, new Associate Chief Judge, Ms. Jackie Murph, new Deputy Clerk of Court, Ms. Donall Brown Bowser, new Court Administrator, and Judge Edmond were in the audience.

4. **APPROVAL OF MINUTES**

- a. Special Called Meeting: September 11, 2018 Mr. Pearce moved, seconded by Ms. Myers, to approve the minutes as distributed.

Mr. Malinowski stated, in reviewing the minutes, he noted there were some members of Council that abstained from voting. Council Rule 5.21 says, they must submit a reason to the Clerk if they do so. He inquired if the Clerk’s Office had received anything from the Council members.

Ms. Roberts responded the Clerk’s Office has not received anything.

Mr. Malinowski stated he believes we need to follow the rules or stop abstaining on the votes.

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

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Opposed: Manning

The vote was in favor.

5. **ADOPTION OF THE AGENDA** – Dr. Yudice stated the following items need to be added under the Report of the Assistant County Administrator: (1) Lowman Homes, which is an Executive Session item; and (2) Letter of Agency: Huger Street Property.

Mr. C. Jackson stated he would like to remove Item 14(a) “An Ordinance to levy and impose ad valorem property taxes for Richland County School Districts One and Two; to improve, simply 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. 2-253(H)”. He stated the budget has been adopted and staff is currently working on an alternative solution to that matter.

Mr. N. Jackson stated Item 19(a) “Interim County Administrator Ad Hoc Committee Recommendation” needs to be discussed in Executive Session.

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

The vote in favor was unanimous.

6. **PRESENTATION: Pam Dukes, Executive Director – Senior Resources** – Ms. Dukes, Executive Director of Senior Resources, stated she was joined tonight by volunteer Board Members and staff in support of Senior Resources and the services they provide. Senior Resources is a private, non-profit founded by Richland County government 51 years ago when the County decided it no longer wanted to directly provide senior services. Their services enable seniors in Richland County to remain independent, in their own homes, as long as possible. They prevent or delay institutionalization. Meals on Wheels is the largest and best known service. A corp of 100s of volunteers deliver a meal, a safety check, and a moment of human interaction each day to a senior’s home with caring and compassion. Last year, they delivered almost 164,000 meals to seniors in Richland County. Many of the Meals on Wheels recipients also benefit from in-home care services they provide. The services assist with housekeeping, laundry, meal preparation, and other services that allow seniors to maintain their homes safe and clean. Those receiving home care services are their most frail clients, and the most at risk for institutionalization. They also operate 4 wellness centers in the County that are co-located in Recreation Commission buildings. The primary purpose of these centers is to provide the lunch meal, but they are so much more than a senior feeding site. They provide transportation for those unable to drive or unable to access public transportation. At the senior centers they provide nutrition education, health education programs, structured evidence based physical fitness programs and socialization backed by their integrated social works staff. Finally, they offer 2 volunteer programs where senior volunteers either provide mentoring and tutoring to at-risk children in Richland County schools or provide companionship to a homebound senior. Both programs pay the senior volunteer a small stipend for their services. These programs are a part of the senior corp programs under the same umbrella as the AmeriCorps program. Their continuum of services from senior volunteers to Meals on Wheels to homecare provides seniors in Richland County a range of services from which they can choose to enable them to maintain independence. In our continuum, it is not unusual for us to have client who is a senior volunteer, and then when they can no longer drive they become a wellness center client, and we transport them. As their ability to get out of their home declines they become a Meals on Wheels and homecare client. The interconnection of their services is very important because it allows them to know their seniors and to work holistically to meet their

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needs. Their services are not only comprehensive; they are also a bargain. A year of Meals on Wheels costs about the same as one day in a hospital or 12 days in a nursing home. Approximately 80% of their clients are living at 200% or below of poverty; 63% are women; 55% are an ethnic or racial minority; more the 60% live alone, and 11% are veterans. A majority of their clients are more than 75 years of age, including 10 that are more than 100 years old. They serve all areas of Richland County, and no one is turned away because of where they live. Many of you have seen their work in progress, whether it is helping deliver meals or visiting one of their wellness center. Some of you, like many of them and their client's families, know the difficulties of caring for an elderly loved one.

Mr. C. Jackson inquired about how the Meals on Wheels were provided during the recent hurricane, and if they were interrupted, and if they were interrupted what did they do during that time.

Ms. Dukes stated one benefit to a hurricane is that they can prepare. They provide shelf stable meals, which require little or no preparation out to all of their clients to cover the days they do not serve. They delivered out 2 shelf stable meals out to every one of single Meals on Wheels client on Wednesday so they had food for Thursday and Friday. They also operate a senior care food pantry, which came from the floods of 2015. The pantry allows them to provide food that is non-perishable out to those that need it.

Ms. Myers inquired how Senior Resources determine which facilities they will co-locate with and what causes them to discontinue the service.

Ms. Dukes stated they want to serve, and do serve all parts of Richland County, so they look for facilities that are located in areas where we need to serve people. They need to have a certain number of people come to those centers to make it financially feasible to operate them. For example, they have one at Killian Park, so they would not also have one at Blythewood Park. They have centers located in Blythewood, North Columbia, Hopkins, and Eastover. They used to have more sites, but it became a matter of resources and financial ability to operate those sites.

Ms. Myers inquired if on the days they are providing meals if the seniors in the surrounding areas are made aware so they can come. She stated there are a lot of small senior groups in all of these areas that may or may not be connected to the ones where they provide this important hot meal service.

Ms. Dukes stated they may or may not provide it to a specific senior group. They constantly work to get information out to the communities so people know these services are available. Because these services are funded by the Older Americans Act through the Federal and State government there is criteria to be eligible to be able to participate in those programs. They have limited funding for all of their services, but when someone wants to participate they go through an intake process and are evaluated by their social worker to determine whether or not they qualify for the services, and whether or not they are a good fit for that program. The wellness centers are not adult daycares, so they have to make sure someone is physically and cognitively able to participate in those programs. Any one that would like to participate is free to contact them and they would be glad to evaluate them. She stated if there are particular groups Council members would like for them to reach out, they would be glad to do so.

Mr. Rose thanked Ms. Dukes and her Board for all they do.

Ms. Dickerson stated her hat was off to Ms. Dukes. She thinks our main concerns are for our youth and our seniors.

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7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** – Mr. Smith stated the following items are eligible for Executive Session.
- a. Property Negotiations Update – Township Auditorium
  - b. Potential Litigation: Lowman Homes
  - c. Interim Administrator Ad Hoc Committee Recommendation

8. **REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR**

- a. Property Negotiations Update – Township Auditorium – This item was taken up in Executive Session.
- b. Potential Litigation: Lowman Homes – This item was taken up in Executive Session
- c. Huger Street Property – Letter of Agency – Mr. Madden stated this is a request for Council to authorize Dr. Yudice to execute of a letter of agency for the Huger Street property that is under contract to be purchased. The buyer wants to submit to the City an application to consolidate the parcels. The Huger Street property consists of 2 pieces of property, and they want to submit an application the City to consolidate that. The letter of agency will let the City now the County has no objection to them submitting the application for review and approval.

Mr. Livingston moved, seconded by Ms. Myers, to authorize Dr. Yudice to sign the letter of agency.

Mr. Malinowski stated, if we sell the property, what difference does make what kind of letter we give, it belongs to the purchaser.

Mr. Madden stated, as he understands it, the City has a certain process, which is different than ours.

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

The vote in favor was unanimous.

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

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

- a. Tea & Talks with Planners, September 24, 2:00 – 4:00 PM, 4<sup>th</sup> Floor Conference Room – Ms. Roberts reminded Councilmembers about the Tea & Talks with Planners event on September 24<sup>th</sup>.
- b. Institute of Government Classes & County Council Coalition, October 24 – 25, Embassy Suites Hotel, Columbia – Ms. Roberts stated the Institute of Government Classes and County Council Coalition will be held October 24 – 25 at the Embassy Suites. Any Council member that would like to sign up for classes should contact the Clerk's Office.

Mr. Pearce noted that Mr. C. Jackson is going to be moving up the chain to Vice President in the County

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Council Coalition organization.

- c. Capital City Classic: “A Journey Remembered” Honoring Coach Willie and Mary Jeffries, October , 6:00 PM, Columbia Metropolitan Convention Center, 1101 Lincoln Street – Ms. Roberts stated Council was reminded last week of the Palmetto City Classic honoring Coach Willie Jeffries. The event was to have taken place on September 17<sup>th</sup>, but has been rescheduled for October 11<sup>th</sup>.
- d. Midlands Technical College Annual Oyster Roast & Shrimp Boil, October 17<sup>th</sup>, 6:00 – 8:00 PM, MTC Northeast Campus, 151 Powell Road—Ms. Roberts stated Midlands Technical College is requesting an RSVP. If those Council members that plan to attend will contact the Clerk’s Office by September 25<sup>th</sup>, it would be greatly appreciated.
- e. 2019 County Council Retreat – Ms. Roberts stated last week Council chose a site for the 2019 County Council Retreat. She was notified the site is not available for the dates requested. She stated the following week the Myrtle Beach location is available on Thursday and Friday. For your information, the next week would be the 1<sup>st</sup> Council meeting for 2019. In addition, she found out that the Charleston site is available on the dates that were originally chosen.

Mr. Manning moved, seconded by Ms. McBride, to keep the originally chosen dates and move the location to Charleston.

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

Opposed: Malinowski and Rose

Abstain: Pearce and N. Jackson

The vote was in favor.

The Clerk’s Office will notify the incoming Council members after the November election regarding the Council Retreat.

11. **REPORT OF THE CHAIR**

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson thanked the employees for their efforts to prepare for the response to Hurricane Florence, especially personnel that worked throughout the weekend monitoring the storm and potential effects in Richland County. Our community is blessed to have escaped the devastation seen in other areas, including South Carolina. It is comforting to know that dedicated employees were doing everything possible to ensure the citizens were prepared and well served during this time of disaster. It is good to know that staff, and other partners (City of Columbia, Sheriff Lott, Chief Holbrook Chief Jenkins, and School Boards). We all pulled together to make sure that everyone was informed and knew exactly where they could be in case of an emergency. She wanted to extend her heartfelt especially to Mayor Steve Benjamin because he was making sure that our efforts were collective. She also thanked the COMET, and John Andoh. Mr. Andoh made sure the buses were available. She stated the County’s thoughts and prayers go out to those effected by the weather emergency. She thanked Mr. Manning and Mr. N. Jackson for touring the County during to ensure the citizens’ safety.

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- a. Deadline for Council/Committee Items and Motions – Ms. Dickerson stated in order for us to stay on track and have the documentations we need, she is asking that all of her colleagues to follow the guidelines and get your motions into the Clerk’s Office in a timely manner.

Mr. Malinowski stated it is not just our colleagues that may not get things in. There are a lot of items that come late from staff. If it is passed the deadline in the rules, the clerks have been instructed not to amend an agenda.

Ms. Dickerson stated that sometimes it depends on the urgency or nature if it is considered to be added to the agenda.Mr.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation – No one signed up to speak.
- 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 DPX Technologies, LLC and DPX Holdings, LLC; and other related matters – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-025MA, Evan Wilson, RS-LD to RS-MD (7.18 Acres), Joiner Road and Deloach Drive, TMS # R16415-04-24, 25, 26, 33, 34, 35, 36, 37, 38, 39 and R16415-05-01. 02 [THIRD READING] – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

14. **THIRD READING ITEMS**

- 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) – This item was removed under the Adoption of the Agenda.
- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 21, Roads, Highways, and Bridges; Section 21-1, Purpose; and Section 21-2, Jurisdiction; so as to add language regarding annexation – Ms. Myers moved, seconded by Mr. Pearce, to approve this item.

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

The vote in favor was unanimous.

- c. 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 DPX Holdings, LLC; and other related matters – Mr. Livingston moved, seconded by Ms. Myers, 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.

15. **SECOND READING ITEMS:**

- 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 Arclin Surfaces—Blythewood Co.; and other related matters – Ms. Myers moved, seconded by Ms. Kennedy, 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 THE ECONOMIC DEVELOPMENT COMMITTEE**

- a. A Resolution Authorizing the acquisition of certain real property in the Northpoint Industrial Park and other matters related thereto – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- b. A Resolution rescinding a previous vote of County Council to enter into a lease agreement; authorizing the payment of certain funds to Jushi USA Corp.; and other related matters – Mr. Livingston stated the committee recommended approval of this item.

Mr. Malinowski stated he is agreement with approving this. He would like to make sure we have a MOU that indicates what we have done here.

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

The vote in favor was unanimous.

- c. A Resolution Authorizing the acceptance and administration by the County of certain grant funds from the South Carolina Department of Commerce – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

- d. A Resolution approving the 2018 Assessment Roll for the Village at Sandhill Improvement District, Richland County, South Carolina – Mr. Livingston stated the committee recommended approval of this item.

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

The vote in favor was unanimous.

## 17 REPORT OF THE DIRT ROAD AD HOC COMMITTEE

- a. Approval to have the OETs Re-Design 42 Dirt Roads – Mr. N. Jackson stated the PDT conducted a review of the remaining 42 dirt roads, including Dennis Corporation's Years 1 and 2 contract, to determine the specific status of each project. The recommendation was to approve the design of the 42 dirt roads.

Mr. Malinowski stated, for the record, while the committee recommendation was for approval, these 42 roads from Years 1 and 2 were going to be made a priority and they were going to do some creative thinking to be able to paving some immediately.

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

The vote in favor was unanimous.

- b. Right-of-Way: Fee Simple or Easement – Mr. N. Jackson stated the recommendation is to acquire all right-of-way as an easement, instead of a fee simple.

Mr. Livingston requested to hear the rationale before voting on the item.

Dr. Thompson stated the PDT's process has been easement the entire time. If we go to fee simple, it will cost us more money to do it versus doing easement. Going to the landowner and asking for permission to pave that dirt road versus paying the landowner to take a sliver of their land.

Mr. Livingston stated, for clarification, you may end up doing both.

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Dr. Thompson stated they want to go with one process. Either stick with the easement or go to fee simple.

Ms. Dickerson requested Dr. Thompson to define fee simple.

Dr. Thompson stated fee simple is a legal process where the government will go in, negotiate and purchase a sliver of the landowner's property.

Ms. McBride stated, for clarification, the motion is for fee simple or easement.

Dr. Thompson stated the recommendation from the committee, Transportation and the PDT is the easement process.

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

The vote in favor was unanimous.

- c. Process for Deferral of Roads/Prioritization – Mr. N. Jackson stated the committee's recommendation is to approve the recommendation of the PDT.

Mr. Beaty stated the dirt roads have previously been ranked, and prioritized. As the PDT is reviewing them, some conditions have changed. For instance, a road may be ranked higher, but conditions may have changed and there may no longer be residents or it may have been done incorrectly originally. Instead of the PDT or staff arbitrarily cutting off that project, what they are requesting is to come to the Dirt Road Ad Hoc Committee and present the finding, and then ask for guidance on how that project may be removed from the process.

Ms. Dickerson inquired how the assessment will be done and how will it be replaced.

Mr. Beaty stated when the penny was originally passed, staff ranked what they called Years 1 and 2 and Years 3 and 4 projects, which was about 250 dirt roads. There is a dirt road ordinance that explains how they are supposed to be ranked, and they were ranked according to the ordinance. All he is asking is when they come to the next project in the list, according to ranking, and conditions have changed, or perhaps there was an error. They would come to you and say this road may have been ranked higher, but things have changed. If Council directed that they could not work on that project, they would go to the immediate next ranked project.

Mr. Livingston inquired if that will be based on the same criteria.

Mr. Beaty stated they would not be re-prioritizing the list.

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

The vote in favor was unanimous.

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d. Approval of Utility Agreements:

1. Sara Matthews Road – SCEG
2. Bluff Oaks Road – SCEG
3. Labrew Drive – Fairfield Electric
4. Net Dean Road – Fairfield Electric
5. S. Hask Jacobs – SCEG

Mr. N. Jackson stated the committee recommended approval of the utility agreements.

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

The vote in favor was unanimous.

18. **REPORT OF THE BLUE RIBBON COMMITTEE**

a. HMGP – 4241 (2015 Flood) Property Buyout Program –

1. #26 (Spring Valley Little Jackson Creek Stream Mitigation) Project Recommendation – Mr. Pearce stated we have applied to many different programs from FEMA under the Hazard Mitigation Grant Program. Most all of those buyout programs have been approved, but there is one pending application related to the mitigation program at the Little Jackson Creek. It is a mitigation and stream restoration project. FEMA wants some additional cost benefit analysis on that. It should cost less than \$6,000, which the Planning Department can fund. By spending the money there is a high degree of confidence that we can receive additional money from FEMA. We are seeking Council's approval to pursue this project so we can provide additional information.

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

The vote in favor was unanimous.

2. Non-Residential Properties (a) Acquisition – Mr. Pearce stated under FEMA's HMGP Program the County applied for 9 non-residential property buyouts. Working with the SCEMD and HUD to provide the 25% match source. Staff was made aware that 2 of the properties run a risk of not meeting HUD Cost Reasonableness Standards and would run a significant risk of being de-obligated if funded by HUD at any of the appraised values received. Note, one of the properties has been recently purchased for an amount substantially below the 2 appraised values received by the County, and the other has been completely repaired and it fully functioning with current tenants. When presented with this information the Blue Ribbon Committee unanimously recommended proceeding with the purchase of 7 properties for which there are no cost reasonableness concerns, and not to proceed with the voluntary purchase of properties #8 and #9.

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

The vote in favor was unanimous.

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Non-Residential Properties (b) Appraisal Review and Appeal Process – Mr. Pearce stated FEMA requires an appeal process for property owners who wish to appeal the appraised property value provided to them by the third-party appraiser. County staff researched and proposed an appeal process that has been used in other jurisdictions for residential properties, which was previously approved by County Council, at an earlier meeting. This process is required for non-residential properties, as well. Staff proposed the same process, specifically for properties that have not changed ownership since the flood. The motion is to request Council's approval of the proposed appeal process for non-residential properties that have not changed ownership since the disaster.

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

The vote in favor was unanimous.

- b. HMGP 4286-DR (Hurricane Matthew) Property Buyout Program – Mr. Pearce stated the Federal Government requires uniform relocation assist when receiving funds for disaster recovery. Per the Blue Ribbon Committee's recommendation in June 2018, Council approved reallocating \$755,000 from the CDBG Small Rental Rehab (SRR) Program to the HMGP Buyout Program to cover uniform relocation assistance for HMGP buyouts. Including in the \$755,000 was an amount not to exceed \$112,000 for the County's procured flood recovery vendor, TetraTech, to implement the uniform relocation assistance. This is already budgeted within the grant, so there is no direct cost to the County. The motion is to request approval of the TetraTech Task Order in the amount of \$112,000 to administer the Uniform Relocation Assistance Program.

Mr. Malinowski inquired as to what TetraTech will be doing.

Ms. Hegler stated the Federal requirements for uniform relocation assistance are strict and where a lot of jurisdiction get in trouble if they do not follow it. There is a lot of legal work. A lot of proper notification and handholding of residents that need to be relocated.

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

The vote in favor was unanimous

1. Residential Property Buy-Out Administration Task Order – Mr. Pearce stated the Blue Ribbon Committee was briefed on the approval of another HMGP funding source related to Hurricane Matthew from 2016. The County proposed, and was approved, to mitigate future flood damage by purchasing 12 additional residential properties. The County's procured flood recovery vendor, TetraTech, has provided an additional Task Order to administer this program. There will no direct cost to the County as it will be fully funded by the grant. The request is to approve the task order in the amount \$147,098 to administer the HMGP Buyout Program for this grant award.

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

The vote in favor was unanimous.

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c. CDBG-DR

1. Small Rental Rehab (SRR) Program – Mr. Pearce stated, on March 6, 2018, County Council approved sun setting the Small Rental Rehab Program, which is part of the HUD CDBG-DR award in 6 months as it was not receiving many applications. To date, only 2 applications have been received. Two million dollars was originally allocated to the program; \$755,000 has been reallocated to the Uniform Relocation Assistance, a requirement of HMGP, leaving \$1.245 million in the budget. The committee is seeking Council’s approval of reallocating what remains of the \$1.245 million, after the 2 repairs are completed, to Single Family Homeowner Rehab Program and sun setting the Small Rental Rehab Program.

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

The vote in favor was unanimous.

2. Action Plan Task Order – Mr. Pearce stated the County is receiving an additional \$21.9 million in CDBG-DR funding for mitigation activities from the 2015 flood. The Federal Register has not been released instructing the County how to use the funds. The County only has 90 days from the time of the Federal Registers release to develop an action plan for submission to HUD for their review. Therefore, having everything in place to develop an action plan in a timely manner is critically important. The County’s procured flood recovery vendor, TetraTech, has provided an additional task order to assist in the development of this action plan. There will no additional costs to the County since this is an allowable CDBG-DR expense. The motion is to approve the TetraTech Task Order in the amount of \$83,970 to develop the action plan required for this grant award.

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

The vote in favor was unanimous.

Mr. Pearce moved, seconded Mr. N. Jackson, to reconsider all of the Blue Ribbon Ad Hoc Committee items.

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

The vote in favor was unanimous.

19. REPORT OF THE INTERIM ADMINISTRATOR AD HOC COMMITTEE

- a. Committee Recommendation: Interim Administrator Position – This item was taken up in Executive Session.

20. PROPERTY DISTRIBUTION MANAGEMENT AD HOC COMMITTEE

- a. Committee Update: September 18, 2018 – Ms. Myers thanked her colleagues, Ms. McBride and Mr. C.

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Jackson. She stated the items discussed will be placed on the October 2<sup>nd</sup> Agenda.

21. **OTHER ITEMS**

- a. FY19 – District 10 Hospitality Tax Allocations – Mr. Manning moved, seconded by Mr. C. 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.

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

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

The motion for reconsideration failed.

22. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda** – Ms. Barbara Roach, Mr. Richard Brown and Mr. Roger Leakes spoke regarding rescheduling of the Ordinance Review Ad Hoc Committee to take up their community concerns (i.e. overgrown lots, parking on the grass, etc.).

Mr. Malinowski stated the reason the committee meeting was cancelled is the exact thing was on the agenda that it was the last time the committee met in spite of the fact that requests were made for additional information to be provided. A request has been made of staff to provide the answers, so we can reconvene the committee and move forward with some recommendations.

Mr. C. Jackson stated there are a lot of neighborhoods that are experiencing that same problem. Not just from those that issued a petition. Windmill Orchard held a meeting about 2 months and that was #1 on the list of concerns for that community. Though he understands the proper process was not instituted to have the agenda correctly reflect the changes, he would hope we would move expeditiously to get the committee meeting rescheduled and address these issues, so there are some teeth in the enforcement. He has had multiple meetings with the teams from the Richland County Sheriff's Department, and they have told him that people that do not want to comply are simply playing games (i.e. moving cars from the front yard to the backyard).

Mr. N. Jackson stated, to reiterate, this has been sitting for almost a year and has not been moving forward.

Ms. McBride thanked the citizens for coming in, and not giving up. She stated she has seen some of the citizens come 3 or 4 times before Council with the same issues. She wants the citizens to know there are people listening to you. She has met with several citizens and staff, and we made promises to get back to you. We need to come back with some concrete information and move forward to resolve this issue one way or the other.

Ms. Dickerson stated she has been driving through the neighborhoods in her district. She has passed by 3 mattresses, for 2 weeks, that has been lying by the road. She stated it is not so much about cutting grass, but when they cut the grass they throw all the debris in the streets. When the street grows up in the street you have grass growing up in the lane, so it makes the neighborhoods look bad. She understands what the citizens are

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going through and she will work diligently to make sure this issue is addressed. She stated Mr. Leakes should not have to move because other people do not take care of their properties. We need to address the main issue, which are the rental properties in our neighborhoods. They are the ones that are really contributing to this problem because they do not have an investment.

Ms. Myers told Mr. Leakes Council is going to work with him and get this resolved.

Mr. Malinowski stated those citizens that are interested in this committee should provide their emails to the Clerk of Council's office, so he can contact them when the meeting is rescheduled.

Ms. Kennedy stated she agrees with everyone's comments. It is going to take a lot of effort. She stated she believes education is one of the things we are going to have to do for the neighborhoods to make them aware of the regulations.

Ms. Dickerson stated she believes that will address the communities that do not have ordinances. She stated her district has a lot of apartments and that is where she has a lot of problems.

Ms. Kennedy stated there may be some rules that citizens are not aware of. For example, the signs that she has picked up.

Dr. Yudice reminded Council that there is the clean sweep program that neighborhoods can sign up for.

Ms. Dickerson stated the clean sweep does not address what we are discussing. What we are discussing is a continual thing.

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

- a. Personnel Matter: Interim Administrator Recommendation
- b. Property Negotiations Update – Township Auditorium
- c. Potential Litigation: Lowman Homes

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

Opposed: Manning

The vote was in favor of going into Executive Session.

***Council went into Executive Session at approximately 7:18 PM and came out at approximately 7:56 PM.***

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

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

**POINT OF PERSONAL PRIVILEGE** – Ms. Dickerson recognized that Ms. Christin Mack from Finding Good People who is assisting with the County Administrator search was in attendance.

Property Negotiations Update – Township Auditorium – Mr. Pearce moved, seconded by Mr. Livingston, to direct the staff to proceed as discussed in Executive Session, as to the purchase of property for the Township.

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

The vote in favor was unanimous.

Potential Litigation: Lowman Homes – Mr. Malinowski moved, seconded by Mr. Livingston, to authorize the Richland County Legal Department to issue a compliance order to the Lowman Home, pursuant to the control of fats, oil and grease regulation adopted by County Council.

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

The vote in favor was unanimous.

Personnel Matter: Interim Administrator Ad Hoc Committee Recommendation – Ms. Myers moved, seconded by Mr. Rose, to direct Mr. Hanna to invite Candidate A, as recommended by the committee, for an interview on next Tuesday, September 25<sup>th</sup>.

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

Abstain: Manning

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

Ms. Kennedy moved, seconded by Mr. N. Jackson, to meet the other candidate, as well.

In Favor: Malinowski, Kennedy, N. Jackson and Livingston

Opposed: Myers, Pearce, Manning, Dickerson, Rose and McBride

The motion failed.

24. **MOTION PERIOD**

- a. To research the use of HA5 asphalt sealant to increase the life of all roads new and existing [N. JACKSON]  
– This item was referred to the D&S Committee.
- b. Resolution Honoring Joe Pinner a/k/a “Mr. Knozit” on his retirement from WIS-TV [DICKERSON] – Mr. Manning moved, seconded by Mr. N. Jackson, to adopt the agenda honoring Joe Pinner.

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

The vote in favor was unanimous.

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

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

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The motion for reconsideration failed.

Mr. Manning requested that we schedule ample time for that presentation.

25. **ADJOURN** – The meeting adjourned at approximately 8:07 PM.

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## Richland County Council

SPECIAL CALLED MEETING  
September 25, 2018 – 3:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

**COUNCIL MEMBERS PRESENT:** Joyce Dickerson, Chair; Bill Malinowski, Vice Chair; Greg Pearce, Seth Rose, Norman Jackson, Gwen Kennedy, Paul Livingston, Jim Manning (via telephone), Yvonne McBride and Dalhi Myers

**OTHERS PRESENT:** Michelle Onley, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Trenia Bowers, Dwight Hanna, Tish Garnett, and Larry Smith

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 3:00 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Myers moved, seconded by Ms. McBride, to adopt the agenda as published.

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

3. **EXECUTIVE SESSION**

- a. **Personnel Matter: Interim County Administrator**

Mr. Livingston moved, seconded by Mr. N. Jackson, to go into Executive Session.

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

The vote in favor was unanimous.

Mr. Pearce inquired as to which Council members have already interviewed the candidate.

Mr. N. Jackson stated the Interim Administrator Ad Hoc Committee members: Ms. McBride, Mr. C. Jackson, Mr. Livingston, Mr. Manning and himself interviewed the candidate.

***Council went into Executive Session at approximately 3:07 PM  
and came out at approximately 3:18 PM.***

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

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

Mr. Livingston moved, seconded by Ms. Myers, to go back into Executive Session.

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

Opposed: Rose

The vote was in favor of going into Executive Session.

***Council went into Executive Session at approximately 3:19 PM  
and came out at approximately 4:40 PM.***

Mr. Livingston moved, seconded by Mr. Manning, to direct the County Attorney and the Human Resources Director to come up with a contract/agreement with the same terms as was presented to the previous candidate and bring it back to Council for consideration at the October 2<sup>nd</sup> Council meeting.

Mr. Smith stated, for clarification, Mr. Livingston is requesting that Mr. Hanna and himself meet with the candidate and come up with an agreement that is consistent with contract for the Interim County Administrator position. The contract will be subject to Council's approval, and bring that matter back to the Council at the 1<sup>st</sup> meeting in October.

Mr. Livingston stated his intent is for Mr. Smith to present those terms to the candidate, so if he has some questions on those terms Council will know prior to the next meeting.

Mr. Smith stated, for clarification, those terms will be consistent with the terms and conditions for the position of Interim County Administrator that the previous candidate was also subjected to.

Mr. Malinowski stated that Mr. Smith said he was going to meet with the candidate, and then create a contract. He stated he believes Mr. Smith is supposed to create the contract with Mr. Hanna, and then meet with the candidate.

Mr. N. Jackson inquired if this would be a substitute motion since the committee met and made a recommendation to full Council to accept the candidate. Anything different would be a substitute or a different from what the committee recommended.

Mr. Livingston stated once a committee recommendation comes before Council, it becomes a Council matter, and is no longer a committee matter.

Mr. N. Jackson stated this committee was asked to interview candidates, and make a recommendation to Council. Normally, from his understanding, the committee makes a recommendation and the Council either votes it up or down. Or, a substitute motion is made.

Mr. Smith stated the committee makes a recommendation. The Council can either accept or reject that recommendation. To the extent that Mr. Livingston has made a motion, which has been seconded. At this point, unless there is anything else that is put on table that is the matter that is before the Council to vote on at this point.

Mr. N. Jackson stated, for clarification, the motion is to offer this man the position and negotiate a salary. If you are not going to offer him the position, why would you negotiate with him.

Mr. Livingston stated it is contingent upon Council approval.

Mr. N. Jackson stated you are going to negotiate before you offer the position.

Ms. Kennedy stated they have confused her because she thought they were offering the candidate position, at this point, and negotiate with him. Now she is not sure what we are doing and she is not sure if we are sure what we are doing.

Ms. Kennedy made a substitute motion to move forward with the negotiation and the terms we discussed. The motion died for lack of a second.

Mr. N. Jackson made a substitute motion, seconded by Ms. McBride, to offer the position to the candidate and to have Legal and Human Resources negotiate the salary with him, as we have done in the past. The committee recommended unanimously to offer him the position.

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

Opposed: Malinowski, Myers, Dickerson

The vote was in favor.

4. **ADJOURNMENT** – The meeting adjourned at approximately 4:51 PM



## Richland County Council

ZONING PUBLIC HEARING  
September 25, 2018 – 7:00 PM  
Council Chambers  
2020 Hampton Street, Columbia, SC 29204

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

**OTHERS PRESENT:** Michelle Onley, Geo Price, Tommy DeLage, Trenia Bowers, Larry Smith, Ashley Powell and Kimberly Williams-Roberts

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:01 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – Ms. Myers moved to defer Items #6 “Case # 18-031MA” to the October Zoning Public Hearing and #7 “Case # 18-032MA”.

Mr. Livingston inquired about the difference between deferral and removal.

Mr. Price stated if the item is deferred they will have to go through the advertisement and posting of the property, and will come before Council in October.

Ms. Myers stated if we remove them then they will not.

Mr. Price stated, what you may be thinking about is if you take action on it and deny it then it ends it. If you defer it, it comes back at a later time.

Mr. Livingston stated he wants to be sure it is clear in terms of the terminology.

Mr. Price stated the terminology we have always used is you either withdraw, defer or take action on it.

Ms. Myers stated #6 we can withdraw and #7 she would like to defer to the next meeting.

Ms. Dickerson stated when we get to that point, she will let Ms. Myers take it up then.

Mr. N. Jackson stated, if it is on the agenda, we can take action to defer it or deny it. If it is removed from the agenda, it is like the timeframe when it appeared on the agenda would have to be readjusted.

Mr. Price based on his time here he has never seen a case removed from the agenda unless it was at the request of the applicant to have it withdrawn.

Mr. N. Jackson stated that was his concern. He just wanted to know the difference between and how it would affect the request. He supports the Council person and what they want to do.

Mr. Price stated, in this case, if the action is to withdraw it, it means it is taken off the agenda and they will have to start over with this request.

Ms. Dickerson stated, for clarification, the Council can ask for deferral or deletion, correct?

Mr. Price stated he has never seen where the withdrawal has been done by Council.

3. **ADOPTION OF THE AGENDA**

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

The vote in favor was unanimous to adopt the agenda.

4. **MAP AMENDMENTS**

- a. 18-026MA  
Tom James  
NC to GC (5.53 Acres)  
Lower Richland Boulevard  
TMS# R21800-04-20 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Tom James, Mr. Peyton Bryant, Mr. Tony Sheppard, Ms. Laura Baker, and Mr. Bob Fuller spoke in favor of this item.

Mr. Stan Harpe spoke against this item.

The floor to the public hearing was closed.

Mr. N. Jackson stated he supports moving forward, but he would like before the next meeting a study on how we move forward in safe manner. When you have so much traffic at an intersection close to a major highway like Garners Ferry Road and you have 3 businesses dumping traffic, and a turning lane entering the property, it poses safety problems. What he would like to see is a turn lane or storage lane for the new business to bring more safety for traffic trying to access the property from Garners Ferry Road to Lower Richland Boulevard. It backs up onto Garners Ferry Road and there is a problem with cars waiting to turn. Maybe they could do something to access each other's property to alleviate some of the traffic going back on the main road.

Mr. N. Jackson moved, seconded by Mr. Pearce, to approve this item and receive a study back prior to the next reading.

Mr. Pearce inquired if the County owns a tract of land down there.

Mr. N. Jackson stated the land is behind this development.

Mr. Pearce stated this is not the proposed site for the medical facility.

Mr. Malinowski inquired if Lower Richland Boulevard and Garners Ferry Road are County or State roads.

Mr. N. Jackson stated they are State roads.

Mr. Malinowski stated he does not know how they plan on getting a traffic study done. They can recommend it, but the State can do what they want.

Mr. Price stated during submittal of the plans for the development of the site they are required to work with the State to get the appropriate traffic study done to see what type of changes need to be made to the road system to allow for safe passage.

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

The vote in favor was unanimous.

- b. 18-027MA  
David Edenfield  
RU to RC (2.19 Acres)  
1024 Mount Vernon Church Road  
TMS# R01600-10-28 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. David Edenfield and Mr. Wallace Hubbard spoke in favor of this item.

The floor to the public hearing was closed.

Mr. Malinowski stated under the Zoning History it says the Light Industrial District east of the subject parcel was re-zoned. East of the subject parcel, and what he is being told, is undeveloped/Rural. He inquired if that is a mistake.

Mr. Price stated it is actually further out than what we are depicting on the map.

Mr. Malinowski stated on p. 10 "Traffic Characteristics" you mention about Mt. Vernon Church Road, what it is classified, design capacity...the last line says, "This segment of Broad River Road is currently operating at Level of Service (LOS) A." He inquired if staff went to Broad River or does this refer to Mt. Vernon Church Road.

Mr. Price stated it should have been Mt. Vernon Church Road.

Mr. Malinowski stated the Planning Commission, while they disagreed with staff, they said, "There has not been any opposition to the previous commercial use." He inquired how they know that. He stated that sounds like a far-fetched one.

Mr. Price stated that was the reason they gave.

Mr. Malinowski stated he does not think we need to be making decisions based on supposition by the Planning Commission. He stated this business that is currently there, or the buildings for this business, has been defunct for years, as far as being open to the public. He stated they may be operating something, but there is no sign of a lot of business.

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

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

Opposed: Pearce and Livingston



The vote was in favor.

- c. 18-028MA  
Ray Derrick  
RU to GC (3.76 Acres)  
1012 Bickley Road  
TMS # R02415-02-01 [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. Malinowski moved, seconded by Mr. Livingston, to deny the re-zoning request.

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

The vote in favor was unanimous.

- d. 18-029MA  
Ken Jones  
RS-LD to GC (1.62 Acres)  
3409 Hardscrabble Road  
TMS # R17300-06-08 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Ken Jones spoke in favor of this item.

The floor to the public hearing was closed.

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

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

The vote in favor was unanimous.

- e. 18-030MA  
Stanley T. Bell  
RS-HD to RU (.44 Acres)  
2024 Harlem Street  
TMS # R13515-05-06 [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. Myers moved, seconded by Mr. Malinowski, to defer this item until the October Zoning Public Hearing.

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

The vote in favor was unanimous.

- f. 18-031MA  
Margaret Chichester  
RU to LI (10 Acres)  
E/S Congaree Road  
TMS # R32404-01-01 [FIRST READING]

Mr. Price stated, as he is looking in the Land Development Code regarding Map Amendments for County Council Review and Action, it says, "County Council within 180 after the public hearing shall either adopt or deny the amendment." When it comes to withdrawal...

Ms. Myers stated we can move to follow staff's recommendation, and it will be a denial.

Ms. Dickerson stated she is not understanding the motion.

Ms. Myers stated we asked the applicant to withdraw this before it got to the Planning Commission. They went to the Planning Commission, and said they wanted to take their chances. She was trying to help them redo it. She stated it will not get approved in this form, so she is moving for a denial.

Mr. N. Jackson inquired if the applicant can request a withdrawal at the meeting.

Mr. Price responded in the affirmative.

Ms. Dickerson opened the floor to the public hearing.

Ms. Margaret Chichester, the applicant requested a withdrawal of this item.

The floor to the public hearing was closed.

Ms. Dickerson inquired if this is the format where we withdraw a case.

Mr. Price stated if it was 15 days prior to the meeting, it could have been administratively withdrawn, but once it falls within the 15 days of the meeting, the applicant has to appear and Council has to vote on whether to accept the withdrawal.

Ms. Myers moved, seconded by Mr. N. Jackson, to accept the applicant's withdrawal.

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

The vote in favor was unanimous.

- g. 18-033MA  
Sanjiv Narang  
HI to GC (1.46 Acres)  
809 Idlewild Boulevard  
TMS # R11209-02-04 [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. Myers moved, seconded by Mr. Livingston, to defer this item until the October Zoning Public Hearing.

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

The vote in favor was unanimous.

5. **OTHER BUSINESS**

- a. An Ordinance Amending the Richland County Code of Ordinances ; Chapter 26, so as to permit radio, television, and other similar transmitting towers with special requirements in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts and to remove the special exception requirements for radio, television, and other similar transmitting towers in the Rural (RU), Light Industrial (LI), and Heavy Industrial (HI) Districts

Ms. Dickerson opened the floor to the public hearing.

No one signed up to speak.

The floor to the public hearing was closed.

Mr. Price stated currently in the Rural, Light Industrial and Heavy Industrial Districts in order to establish a cell tower you would go before the Board of Zoning Appeals for a Special Exception. What we are doing is the same requirements would be used to make their determination of approval or denial are still there, but instead of going before the Board there would be special requirements.

Mr. Malinowski stated reading through the ordinance on p. 57 he is confused because on the 8<sup>th</sup> line down it starts out, "to permit radio, television, and other similar transmitting towers with special requirements in" these areas, followed by, "to remove the special exception" in those same areas.

Mr. Malinowski moved, seconded by Ms. McBride, to defer this item to the October Zoning Public Hearing.

Mr. Pearce stated on cases like this it made no sense to the average citizen. It would be very helpful if you could explain in layman's terms why we are doing it.

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

The vote in favor was unanimous.

6. **ADJOURNMENT** – The meeting adjourned at approximately 7:39 PM.

SECRET  
NO FOREIGN DISSEM  
10/20/80  
CIA



# ALVIN S. GLENN DETENTION CENTER

201 John Mark Dial Drive ∪ Columbia, SC 29209-9481 ∪ Telephone (803) 576-3200 ∪ Fax (803) 576-3292 ∪ TDD (803) 748-4999



Mr. Ronaldo D. Myers, MA, CJM, CTT  
Director

Mr. D. Shane Kitchen, CJM  
Assistant Director

May 30, 2018

Ms. Teresa Wilson  
City Manager  
Columbia Police Department  
1737 Main Street  
Columbia, South Carolina 29201

Ref: ASGDC Inmate Per Diem

Dear Ms. Wilson,

This letter is to inform you that during its February 6, 2018 meeting, Richland County Council approved an increase of the inmate per diem cost for all jurisdictions at the Alvin S. Glenn Detention Center from the current rate of \$45.00/day to \$71.00/day. This increase will be effective July 1, 2018.

You will note that this inmate per diem adjustment will be reflected in the July 2018 monthly billing statement, which you will receive in August 2018.

If you have any further questions, please feel free to contact Capt. Washava Moye at 803-576-3236 or Francena Scipio at 803-576-3240.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronaldo D. Myers", is written over a circular stamp or seal.

Ronaldo D. Myers,  
Director



---

We Are Columbia

---

July 31, 2018

Ronaldo D. Myers, Director  
Alvin S. Glenn Detention Center  
201 John Mark Dial Drive  
Columbia, South Carolina 29209

Ref: ASGDC Inmate Per Diem

Dear Mr. Myers:

I am in receipt of your letter dated May 30, 2018 in which you informed me that you intend to increase the City's per diem cost at the Alvin S. Glenn Detention Center from \$45.00/day to \$71.00/day, effective July 1, 2018 and to be reflected in the July Monthly Billing statement to be received in August 2018.

In addition, a letter dated July 15, 2016 from you and another letter June 9, 2017 from Interim Director, D. Shane Kitchen, both state:

...the per diem will increase in \$10.00 increments each July 1 until it reaches at least 95% of the daily cost for an inmate. Thereafter, per Diem will automatically increase annually by the Consumer Price Index (CPI). Again the change will be reflected with your July Monthly Billing, which you will receive in August.

The City has operated with the understanding that these statements were made in good faith and has relied on these official statements in its planning and budgeting since 2016. We value our relationship with Richland County and the Detention Center and truly hope that you will abide by your words as memorialized in your 2016 and 2017 letters.

Therefore, as we have approved our FY 2018/2019 budget based on your previous correspondences, we will pay the incremental per diem increase of \$10.00, increasing our per diem rate to \$55.00/day from \$45.00/day, beginning July 1, 2018, as was our previous understanding and was your previous commitment for the past two years.

Sincerely,

Teresa Wilson  
City Manager

cc: Teresa Knox, City of Columbia Attorney  
Jeff Palen, Assistant City Manager/Chief Financial Officer  
William "Skip" Holbrook, City of Columbia Police Chief  
Missy Caughman, City of Columbia Budget & Program Management Director

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Teresa Wilson • City Manager  
1737 Main Street • P.O. Box 147 • Columbia, South Carolina 29217  
Office: 803.545.3026 • Fax: 803.545.3051 • Email: [tbwilson@columbiasc.net](mailto:tbwilson@columbiasc.net)

Alvin S. Glenn Detention Center  
 FY 18/19 Per Diem Billing

<u>Month</u>	<u># of Inmates</u>	<u>Billable Days</u>	<u>Rate</u>	<u>Amount To Be Paid</u>	<u>Amount of Invoice</u>	<u>Rate</u>	<u>Difference</u>
July	218	665	\$55	\$36,575	\$47,215	\$71	\$10,640
August	248	822	\$55	\$45,210	\$58,362	\$71	\$13,152
Total	466	1487	\$55	\$81,785	\$105,577	\$71	\$23,792



# 2019 COUNCIL MEETING DATES



MONTH/DATE	MEETING TYPE/TIME
<b>JANUARY:</b>	
8	SPECIAL CALLED – 4:45 PM
8	COMMITTEES – 5:00 PM
24-25	COUNCIL RETREAT
<b>FEBRUARY:</b>	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
<b>MARCH:</b>	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
26	COMMITTEES – 5:00 PM
26	ZONING PUBLIC HEARING – 7:00 PM
<b>APRIL:</b>	
2	REGULAR SESSION – 6:00 PM
16	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
<b>MAY:</b>	
7	REGULAR SESSION – 6:00 PM
21	REGULAR SESSION – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
<b>JUNE:</b>	
4	REGULAR SESSION – 6:00 PM
18	REGULAR SESSION – 6:00 PM
25	COMMITTEES – 5:00 PM
25	ZONING PUBLIC HEARING – 7:00 PM

<b>JULY: (Please note there may be a Special Called Meeting this month due to Council's August Break)</b>	
9	SPECIAL CALLED – 6:00 PM
23	COMMITTEES – 5:00 PM
23	ZONING PUBLIC HEARING – 7:00 PM
<b>AUGUST – COUNCIL RECESS</b>	
<b>SEPTEMBER:</b>	
10	SPECIAL CALLED – 6:00 PM
17	REGULAR SESSION – 6:00 PM
24	COMMITTEES – 5:00 PM
24	ZONING PUBLIC HEARING – 7:00 PM
<b>OCTOBER:</b>	
1	REGULAR SESSION – 6:00 PM
15	REGULAR SESSION – 6:00 PM
22	COMMITTEES – 5:00 PM
22	ZONING PUBLIC HEARING – 7:00 PM
<b>NOVEMBER:</b>	
5	REGULAR SESSION – 6:00 PM
19	REGULAR SESSION – 6:00 PM
21	COMMITTEES – 5:00 PM
21	ZONING PUBLIC HEARING – 7:00 PM
<b>DECEMBER:</b>	
3	REGULAR SESSION – 6:00 PM
10	SPECIAL CALLED – 6:00 PM
17	COMMITTEES – 5:00 PM
17	ZONING PUBLIC HEARING – 7:00 PM

☀ Meeting Dates are subject to change and/or additional dates may be added.

☀ Please note that items for the Zoning Public Hearing must go before the Planning Commission. The Planning Commission meets the first Mondays of each month. Please contact the Planning Department at (803) 576-2190 or [planningcommission@rcgov.us](mailto:planningcommission@rcgov.us) for further information.

Visit our Website at [www.rcgov.us](http://www.rcgov.us) for updated information.

For more information, please contact the Clerk of Council's Office at (803) 576-2060.

## Richland County Council Request for Action

**Subject:**

18-026MA  
Tom James  
Lower Richland Boulevard  
TMS # R21800-04-20

**Notes:**

First Reading: September 25, 2018  
Second Reading:  
Third Reading:  
Public Hearing: September 25, 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 # R21800-04-20 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 # R21800-04-20 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:       September 25, 2018  
First Reading:       September 25, 2018  
Second Reading:     October 2, 2018  
Third Reading:       October 16, 2018

## Richland County Council Request for Action

**Subject:**

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15 [FIRST READING]

**Notes:**

September 25, 2018 – The committee recommended to approve the request of the Library and recommend approval of the ordinance.



## **Development and Services Committee Meeting Briefing Document**

### **Agenda Item**

An Ordinance authorizing deed to the City of Columbia water lines for Richland Library Northeast, 7490 Parklane Road; Richland County TMS#17707-08-01 (PORTION); CF #340-15

### **Background**

Richland Library built, and has operated a library at this location since 1986. The water lines serving the building were deeded to the City of Columbia by action of County Council at that time. Richland Library has renovated the library on the property and added a fire sprinkler system with its attendant water lines and meter. Water meters have been purchased from the City of Columbia, who is supplying water service, for the project. The City requires that a deed be executed conveying the new water lines including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries leading to fire hydrant lines and all components to complete the system.

This transfer is typical of all projects serviced by the City of Columbia Water Department and is a requirement for the Library to receive a Certificate of Occupancy and open to the public.

### **Issues**

The transfer of water lines to the City of Columbia will allow for the Library to complete the fire sprinkler system.

### **Fiscal Impact**

None.

### **Past Legislative Actions**

None.

### **Alternatives**

1. Consider the request of the Library and recommend Council approval of the ordinance.
2. Consider the request of the Library and do not recommend Council approval of the ordinance.

### **Staff Recommendation**

This is a request initiated by the Library. Staff recommends approval. Staff will proceed as directed by Council.

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. \_\_\_\_\_-17HR

AN ORDINANCE AUTHORIZING DEED TO THE CITY OF COLUMBIA FOR CERTAIN WATER LINES TO SERVE THE RICHLAND COUNTY PUBLIC LIBRARY NORTHEAST BRANCH RENOVATION; RICHLAND COUNTY TMS #17707-08-01 (PORTION).

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

SECTION I. The County of Richland and its employees and agents are hereby authorized to grant a deed to certain water lines to The City of Columbia, as specifically described in the attached DEED TO WATER LINES TO SERVE THE RICHLAND COUNTY PUBLIC LIBRARY NORTHEAST BRANCH RENOVATION; RICHLAND COUNTY TMS #17707-08-01 (PORTION); CF#340-15, which is attached hereto and incorporated herein.

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

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

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

RICHLAND COUNTY COUNCIL

By: \_\_\_\_\_  
Joyce Dickerson, Chair

Attest this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kimberly Williams-Roberts  
Clerk of Council

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

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )

DEED TO WATER LINES FOR  
RICHLAND COUNTY PUBLIC  
LIBRARY NORTHEAST BRANCH  
RENOVATION; 7490 PARKLANE  
ROAD; RICHLAND COUNTY TMS  
#17707-08-01 (PORTION); CF #340-15

**RICHLAND COUNTY**

to

**CITY OF COLUMBIA**

FOR VALUE RECEIVED, Richland County (also hereinafter referred to as "Grantor") of Columbia, South Carolina does hereby bargain, sell, transfer and convey unto the City of Columbia (also hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's rights, title and interests in and to the below described water lines:

All those certain water lines, the same being 6" in diameter including valves, valve boxes, fire hydrants, meter boxes, service lines to meter boxes and easement boundaries, lead lines to fire hydrants (including 6" DIP), and all components to complete the system.

All metes, courses, bounds and measured distances described herein are approximate. The precise metes, courses, bounds and measured distances are more particularly described and as shown on City File #340-15, which is incorporated herein by specific reference thereto.

A 6" water line beginning at a tapping sleeve and valve and tie to an existing 8" City of Columbia water line (Linen 819C), located in the northeastern right-of-way of Springbank Drive (S-40-1320; 50' R/W), at a point ninety-two and eight tenths (92.8) feet southeast of the northern property corner of the subject property; thence extending therefrom in a southwesterly direction crossing Springbank Drive, for a distance forty and four tenths (40.4) feet to a meter pit, located in the southwestern right-of-way of Springbank Drive, eighty-nine and one tenth (89.1) feet southeast of the northern property corner of the subject property; thence terminating.

Be all measurements a little more or less.

The Grantor hereby agrees to be responsible for repairs of all damage to water lines, sanitary sewer lines, curb cocks, meter boxes, all fittings and fire hydrants hereby conveyed which arise out of the operation of any equipment or vehicles under control of the Grantor, Grantor's contractor, agent, or any other party acting on behalf of Grantor in connection with the initial installation of streets, paving, curbs and gutters, storm drainage lines, sanitary sewer lines, utility lines, final grading or improvements in development of property served by said water lines, and the Grantor shall either effect necessary repairs or reimburse the City for the cost of repairs at the option of the City.

This conveyance also includes an exclusive easement on the water meter located on the subject property and appurtenances heretofore described and as shown on the herein-referenced record drawings for the purpose of access ingress, egress, construction, operation, reconstruction and maintenance of said water lines. The Grantor hereby agrees that no future construction (including, but not limited to, buildings, paving, pipe lines or other utilities) will be allowed within the limits of this easement without prior approval of the City Engineer. Also, granted herein is an

APPROVED AS TO FORM  
  
6-11-2018  
Legal Department City of Columbia, SC



easement for access, ingress and egress along the entrance drives, private alleyways, driveways and common areas for the construction, operation, maintenance, repair, reconstruction and extension of services on the water lines and appurtenances for this development.

The herein conveyed water line and fire hydrant was permitted to be constructed within Springbank Drive (S-40-1320) by encroachment permit #197652, dated November 21, 2016, issued by the South Carolina Department of Transportation.

This conveyance also includes all water line easements shown on a set of record drawings for Richland Library Northeast Branch Renovation at 7490 Parklane Road, Columbia 29223, in Richland County and near the City of Columbia, South Carolina, dated May 9, 2018, last revised May 31, 2018, prepared for Richland County, prepared by RB Todd Consulting Engineers, Robert Bruce Todd, S.C.P.E. #15310, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #340-15.

These water lines are more clearly delineated on a set of record drawings for Richland Library Northeast Branch Renovation at 7490 Parklane Road, Columbia 29223, in Richland County and near the City of Columbia, South Carolina, dated May 9, 2018, last revised May 31, 2018, prepared for Richland County, prepared by RB Todd Consulting Engineers, Robert Bruce Todd, S.C.P.E. #15310, and being on file in the Office of the Department of Engineering, City of Columbia, South Carolina under City file reference #340-15.

HMG

**(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

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

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

And Grantor warrants that Grantor is the lawful owner of said property and has the right to convey same; and that the property is free and clear of any and all mortgages, except those set-forth hereinabove.

WITNESS the hand and seal of the Grantor by the undersigned this \_\_\_\_\_ day \_\_\_\_\_, 2018.

**WITNESSES:**

**RICHLAND COUNTY**

\_\_\_\_\_  
(1<sup>st</sup> Witness Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(2<sup>nd</sup> Witness Signature)

Title: \_\_\_\_\_  
(Print Title)

STATE OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_  
(Name & Title of Officer)

of \_\_\_\_\_ on behalf of the within named Grantor.  
(City & State)

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
(State)

My Commission Expires: \_\_\_\_\_  
(Date)

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the state of \_\_\_\_\_, do hereby certify that i supervised the execution of the attached Deed to Water Lines for Richland County Public Library Northeast Branch Renovation; 7490 Parklane Road with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number \_\_\_\_\_

**17707-08-01**

Property Address: **Richland County Public Library Northeast Branch; 7490 Parklane Road, Columbia, SC 29223; CF #340-15 (ALL PHASES & FUTURE DEVELOPMENT)**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )

**DECLARATION OF COVENANT**

THIS DECLARATION OF COVENANT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
by **RICHLAND COUNTY**

(CHECK APPLICABLE TERM)

- a corporation, limited liability corporation, or company, incorporated under the laws of the State of **SOUTH CAROLINA** (Insert name of State of incorporation)
- general/limited partnership (Strike inapplicable term)  
an individual doing business as \_\_\_\_\_  
(Insert name doing business as)
- individual(s),
- church, non-profit organization, educational institution, recreation commission, governmental body politic & other

hereinafter referred to as Declarant.

WHEREAS, Declarant is the owner of real property which is described on Exhibit A, which are attached hereto and incorporated herein by specific reference thereto, the same being hereinafter referred to as real property; and,

WHEREAS, the real property is not contiguous to the City limits of the City of Columbia, South Carolina; and,

WHEREAS, Declarant has requested that the City of Columbia provide sewer and/or water service to the real property; and,

WHEREAS, Declarant has entered into a Water Service Contract or Sewer Service Contract or Water Main Extension Agreement or Sanitary Sewer Agreement with the City of Columbia in order to secure water or sewer service to the real property from the City of Columbia; and,

WHEREAS, the City of Columbia, for and in consideration of providing water or sewer service to the real property, which is not contiguous to the City of Columbia City limits, has required the Declarant to agree to cause the real property to be annexed to the City of Columbia in the event the real property, or any portion thereof, becomes contiguous to the City limits of the City of Columbia; and,

WHEREAS, Declarant desires to insure future compliance with such contractual agreement made with the City of Columbia;

NOW THEREFORE, the Declarant hereby declares as follows:

**IMPOSITION OF COVENANT**

From this day forward, the real property shall be held, transferred, sold or conveyed subject to the covenant contained herein which is for the purpose of providing future water or sewer service to the real property by the City of Columbia. The covenant shall touch and concern and run with title to the real property. This Declaration of Covenant and all provisions hereof shall be binding on all persons or entities having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, and shall inure to the benefit of each owner thereof. The enumerated covenant shall be deemed a covenant and not a condition.

**APPROVED AS TO FORM**  
  
6-11-2018  
Legal Department City of Columbia, SC

## COVENANT

At any future time should any part of the real property become contiguous to the City limits of the City of Columbia, all then current owner(s) of the entire parcel of real property will petition to have the real property annexed into the City of Columbia by submitting a proper and sufficient annexation petition at such time as the City of Columbia makes a written request to the then current owner(s) to submit the petition for annexation required by this Covenant.

## ENFORCEMENT OF COVENANT

Failure of the owner(s) to submit the petition for annexation required by the Covenant upon written request by the City of Columbia to cause such real property to be annexed into the City of Columbia upon any portion thereof becoming contiguous to the City limits of the City of Columbia will result in a termination of water or sewer service to all of the real property until such time the owner(s) of the real property cause the real property to be annexed into the City of Columbia. Additionally, this Covenant may be enforced by an action for specific performance. In addition to the remedies specifically set forth herein, all public and private remedies allowed by law or in equity against anyone in violation of this Covenant shall be available. All of the remedies set forth herein are cumulative and not exclusive. Any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia shall be entitled to bring an action for enforcement of the Covenant at such time as the City of Columbia has made the written request upon the then current owner(s) to submit a proper and sufficient annexation petition as required by the Covenant and the then current owner(s) have failed to submit the aforesaid petition within thirty (30) days of the written request.

The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to bring an action to enforce this Covenant shall not operate as a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of this Covenant at any future time. The failure of any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia to exercise or to delay in exercising any right or remedy available hereunder or at law or in equity shall not operate as a waiver. Notice of default or violation shall not be deemed as a condition precedent to the exercise of any right or remedy available hereunder or at law or in equity. Should any person or entity having any right, title or interest in the real property, or any portion thereof, including the Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, or the City of Columbia fail to bring action for enforcement of this Covenant or seek any other remedy allowed at law or in equity such shall not create any liability for the recovery of damages for the failure to so act.

## DURATION OF COVENANT

This covenant shall run with the land and shall be binding upon any person or entity having any right, title or interest in the real property, or any portion thereof, including Declarant and/or Declarant's respective successors, successors in title, heirs, personal representatives and assigns, as the case may be, forever.

## INTERPRETATION

In interpreting words in this Declaration of Covenant, unless the context shall otherwise provide or require, singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

The headings are included for purposes of convenient reference and such shall not affect the meaning or interpretation of this Declaration of Covenant.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenant on the day and year first above written.

**WITNESSES:**

**DECLARANT:**

**RICHLAND COUNTY**

\_\_\_\_\_  
(Signature of Witness #1)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature of Witness #2)

NAME: \_\_\_\_\_  
(Print or Type Name)

TITLE: \_\_\_\_\_  
(Print or Type Title)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGEMENT**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_ of \_\_\_\_\_  
(Name of Officer and Title)

\_\_\_\_\_ on behalf of the within-named Declarant.  
(City and State)

\_\_\_\_\_  
(Notary's Signature)

**NOTARY PUBLIC FOR STATE OF** \_\_\_\_\_  
(STATE)

**MY COMMISSION EXPIRES** \_\_\_\_\_  
(DATE)

**ATTORNEY CERTIFICATION**

I, \_\_\_\_\_, an attorney licensed to practice in the State of \_\_\_\_\_, do hereby certify that I supervised the execution of the attached Declaration of Covenants for Richland County Public Library Northeast Branch Renovation; 7490 Parklane Road with Richland County as Grantor and the City of Columbia, as Grantee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
State Bar or License Number \_\_\_\_\_

## Richland County Council Request for Action

**Subject:**

Assignment of Funds

**Notes:**

September 25, 2018 – The committee recommended Council to move forward with fund balance issues as discussed in Executive Session.



## Richland County Council Request for Action

**Subject:**

Upgrading the Murray Point Lane Water System (aka White Rock Water System).

**Notes:**

September 25, 2018 – The committee recommended Council approve the alternative to connect and purchase bulk water from the City of Columbia.



**Administration and Finance Committee Meeting  
Briefing Document**

**Agenda Item**

Upgrading the Murray Point Lane Water System (aka White Rock Water System).

**Background**

White Rock Water System (System) serves the Murray Point neighborhood located in District 1 of Richland County (see attached map of the service area –**Figure 1**).

The System is approximately 30 years old and serves water to the neighborhood via a well system. The System has approximately 20 customers.

On June 27, 2018, County Utilities maintenance staff began observing low yield, flow and pressure from the water well system resulting in some of the water customers experiencing low water pressure. After a thorough investigation, staff determined that the well system had reached to its low yield point and would no longer be able to maintain the level of demand on the System. Given the water needs of the System’s customers, the County entered into a temporary arrangement of water supply by interconnecting the City of Columbia’s water distribution network to the System via a bulk water purchase arrangement. This temporary arrangement allowed Utility staff to evaluate all options available to the County for developing a long term solution for providing reliable water service to its customers.

The System’s customers are billed at a base rate for first 1,000 gallons and a subsequent rate for each additional gallon. The current water service rate for the System is as follows:

1st 1,000 gallons –base	\$20.00
Next 8,000 gallons	\$4.67/1,000 gallons
Next 11,000 gallons	\$4.37/1,000 gallons
Next 10,000 gallons	\$4.12/1,000 gallons
Next 30,000 gallons	\$3.87/1,000 gallons
Next 60,000 gallons	\$3.87/1,000 gallons

## Issues

The primary issue is the best long term approach for the System to provide reliable water service to its customers moving forward.

There are three (3) possible long term solutions:

1. **Construct a New Well System:** Under this option, Richland County will have to identify a new location for water well in the vicinity of the existing well. As soon as the appropriate location is identified, we will have to engage a consultant to undertake the design of the well system which then will be submitted to DHEC for their approval/issuance of permit to construct. At and subject to approval of DHEC, a new well system will be constructed. Based on our informal conversations with approval agencies, the anticipated duration for this work is 6 months. The anticipated initial cost for this option is approximately \$60,000 in addition to O&M cost for the distribution network as well as the pneumatic tank & well system to be incurred over the life of the system. Should Council decided to adopt this option, a funding mechanism would have to be identified covering the cost for capital expenditures as stated above.
2. **Bulk Purchase Water from City of Columbia at Outside City Rates Industrial rate:** Under this arrangement, Richland will have to enter into intergovernmental agreement (IGA) wherein City of Columbia will commit to sell bulk water to Richland County which then will be distributed to the Murray Point Subdivision. Based on our conversation with City of Columbia, it is our understanding that City is willing to consider such arrangement subject to approval of its Council. In order to interconnect City of Columbia Water System with Murray Point subdivision network, we may have to extend the transmission line, the anticipated cost for which will be \$70,000. Under this option, Richland County will only retain and be responsible for distribution network extending from the bulk supply meter to the customers. However, this option will require adjustment of current Richland County rate structure to accommodate the additional cost incurred for construction as well as the cost of bulk purchase.
3. **Transfer the Murray Point Water System to City of Columbia:** Under this option, Richland County can deed the existing water system and transfer the customers to City of Columbia. However, unfortunately the existing distribution system "as is" does not meet minimal specification required set by the City of Columbia and hence the City will not accept the system in its current state. Based on our informal discussions with City of Columbia, it is our understanding that City requires the upgrade of the existing water distribution to the City Standards. The anticipated cost for such upgrades is in excess of \$1 million.

## Fiscal Impact

- **Construct a new Well system:** As indicated in section above, the anticipated initial cost for this option is approximately \$60,000 in addition to O&M cost for the distribution network as well as the pneumatic tank & well system to be incurred over the life of the system. While there will be no immediate impact on the rate under this option, the Rate Study in progress may recommend the rate adjustment as and when completed.
- **Bulk Purchase water from City of Columbia at Outside City Rates Industrial rate:** Purchasing the water at a bulk rate, will require increase in the rates charged to customers to cover the purchase of the water and debt service. RCU will have to install the additional lines to connect from current end point and follow the City's specifications at an estimated cost of \$ 70,000.

	Current Rate	Proposed Rate
1st 1,000 gallons –base	\$20.00	\$25.00
Next 8,000 gallons	\$4.67/1,000 gallons	\$6.07/1,000 gallons
Next 11,000 gallons	\$4.37/1,000 gallons	\$5.68/1000 gallons
Next 10,000 gallons	\$4.12/1,000 gallons	\$5.35/1000 gallons
Next 30,000 gallons	\$3.87/1,000 gallons	\$5.03/1000 gallons
Next 60,000 gallons	\$3.87/1,000 gallons	\$5.03/1000 gallons

The above recommended rate adjustment is necessary to cover the cost of bulk purchase and will remain in effect till the the Rate Study is finalized.

- **Transfer the Murray Point Water System to City of Columbia:** The anticipated cost for such upgrades is in excess of \$1 million. All customers will then be transferred eventually becoming the Water Customers of City of Columbia

## Past Legislative Actions

None

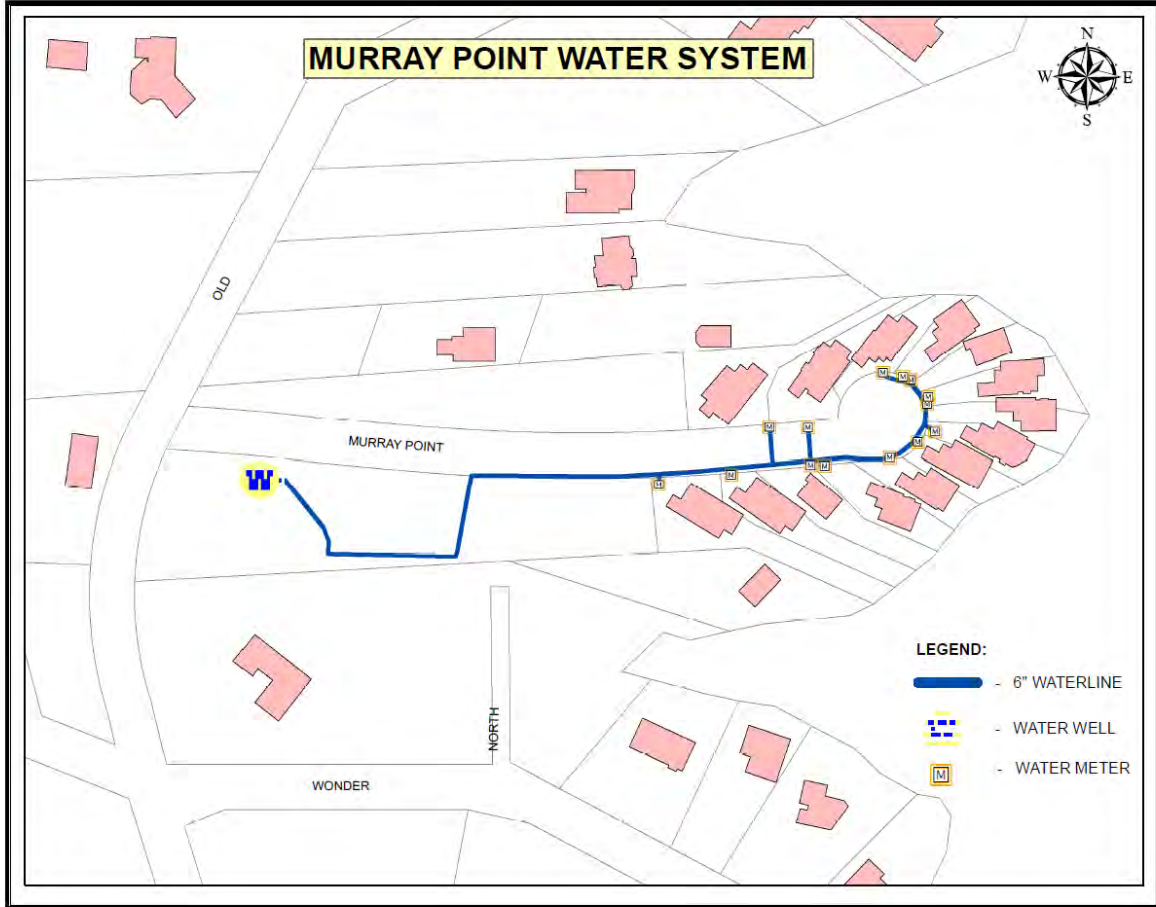
## Alternatives

1. Approve the construction of a new Well System.
2. Approve the alternative to connect and purchase bulk water from City of Columbia
3. Approve to Transfer Murray Point Water System to City of Columbia

## Staff Recommendation

Staff recommends approval of purchasing water from the City of Columbia at the Industrial Bulk Rate. Should Council approve this recommendation, County needs to authorize County staff, in conjunction with the County Attorney's Office, to negotiate and execute an intergovernmental agreement (IGA) with the City of Columbia, and initiate the engineering, design and construction of the water system to enabling the connection to the City's bulk meter. The IGA will be approved by County Council once negotiated with the City of Columbia.

FIGURE 1: MURRAY POINT WATER SYSTEM SERVICE AREA



## Richland County Council Request for Action

**Subject:**

Requesting approval from County Council for the purchase of Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility

**Notes:**

September 25, 2018 – The committee recommended Council approve the purchase of ACH from Gulbrandsen Technologies throughout the year.



## **Administration and Finance Committee Meeting Briefing Document**

### **Agenda Item**

Requesting approval from County Council for the purchase of Aluminum Chlorohydrate (ACH) from Gulbrandsen Technologies Inc. for ongoing delivery to the Broad River Wastewater Treatment Facility.

### **Background**

The Broad River Wastewater Treatment Facility is required to remove phosphorous from the wastewater prior to discharging its effluent to the Broad River. The facility is required to remove phosphorous to certain limits as required by its NPDES discharge permit issued by the South Carolina Department of Health and Environmental Control (SCDHEC). Previous performance testing has found that the chemical, Aluminum Chlorohydrate (ACH) is the most cost-effective chemical available to assist with the phosphorous removal by enhancing the settling phase during the WWTF process producing solids for removal.

ACH may be prepared by different manufacturers in different concentrations and with various additives. Any change from the ACH which we are currently using will require considerable bench testing of the product to insure that we can get the same results from our treatment process as we are from the current product. A solicitation was conducted in 2011 and Gulbrandsen Technologies was the lowest bidder. Extensive bench testing was performed and Gulbrandsen was approved as the supplier of ACH. A new solicitation will require new bench testing and a considerable amount of manpower and time after the Procurement bid process is complete before we can verify that a different product will be acceptable for our treatment process. We are legally bound through our NPDES permit issued by SCDHEC to insure that any chemical used in our treatment process will not adversely affect the quality of our effluent.

According to the CPI Index, the price to produce chemicals has gone up 4.5% since May 2017. Gulbrandsen has not increased the price of the chemical since we have been purchasing ACH through them.

### **Issues**

Aluminum Chlorohydrate (ACH) is the most cost-effective chemical available to assist with the phosphorous removal by enhancing the settling phase during the WWTF process producing solids for removal.

### **Fiscal Impact**

There is no financial impact associated with approving this request as funds are appropriated in the budget. There may be an indirect impact associated with SCDHEC penalties if a violation were to result from inadequate supply of chemical.

The cost estimated throughout the fiscal year is \$170,000.00 and is need of Council approval.



### Past Legislative Actions

None.

### Alternatives

1. Approve the purchase of ACH from Gulbrandsen Technologies throughout the year.
2. Do not approve the purchase of ACH from Gulbrandsen Technologies.
3. Delay the purchases and seek other options, perform extensive testing and bring back another request for approval to Council.

### Staff Recommendation

It is recommended that Council approve the request to continue to purchase ACH from Gulbrandsen Technologies Inc.

**Submitted By:** Jennifer Wladischkin, Procurement

**Date:** July 19, 2018





Solicitation/Quote Number: RC-QUOTE-11	Date Issued: 9/26/11	Due Date: 10/4/11	Time Due: 2:00PM	PAGE 1 of 1
Department: Utilities Representative:	Requisition#:		Buyer: Jennifer Wladischkin	
<b>Tabulation Sheet</b>	<b>Gulbrandsen</b>	<b>Operators Unlimited</b>	<b>Southern Water Consultants</b>	<b>Univar USA</b>
<b>Bulk- Min 1/2 tanker</b>	\$66,000.00	\$73,700.00	\$90,000.00	\$78,540.00
<b>275 Gallon Tote</b>	\$1,320.00	\$1,005.00	\$1,390.00	\$1,497.00
Shipping	\$0.00	?	\$2400/\$250	\$0.00
Delivery Days	3	5	6	?

## Richland County Council Request for Action

**Subject:**

Devil's Ditch Project Funding Increase

**Notes:**

September 25, 2018 – The committee recommended Council approve the additional funding for the County's share for the Devil's Ditch Maintenance Project at a cost of \$108,416.75.



**Administration & Finance Committee Meeting  
Briefing Document**

**Agenda Item**

Devil's Ditch Project Funding Increase

**Background**

The Devil's Ditch Maintenance project is a joint project between the City of Columbia and Richland County Stormwater Divisions that includes removal of overgrown vegetation, accumulated sediment and debris, and the installation of appropriate bank and bed stabilization to prevent future erosion and scouring. The estimated project cost was \$406,073.80. On February 6, 2018 County Council approved \$272,068.44 from the Stormwater Management's Capital Drainage Projects account for the County's portion (67%) of the project.

**Issues**

The project was put out for bid by the City of Columbia in August 2018. The bids were returned on August 15, 2018. The list of bidders is below. L-J, Inc. had the lowest bid amount at \$516,263.50. With a 10% contingency this brings the project cost to \$567,889.85. An increase of \$161,816.05.

**Bidders:**

- L-J, Inc. Bid amount \$516,263.50
- North American Pipeline Bid amount \$898,000.00
- G.H. Smith Construction Bid amount \$553,930.00

**Fiscal Impact**

Based on the original 67% County and 33% City split the additional funds from the Stormwater Management Division will be \$108,416.75. There is enough funding in the Stormwater Capital Drainage Projects account to cover the additional funding.

**Past Legislative Actions**

February 6, 2018 – County Council approved the County's portion of funding for the Devil's Ditch Drainage project with the requirements that any change orders for the County's portion are approved by the County.

**Alternatives**

1. Approve the additional funding for the County's share for the Devil's Ditch Maintenance Project at a cost of \$108,416.75.
2. Disapprove the additional funding for the County's share of the Devil's Ditch Maintenance Project.

**Staff Recommendation**

It is recommended that Council approval the additional funding.

**Submitted by:** Department of Public Works

**Date:** September 7, 2018

## **PROJECT AGREEMENT**

This Agreement entered into by and between Richland County, South Carolina (the "County") and the City of Columbia, South Carolina (the "City").

### **WITNESSETH THAT:**

WHEREAS, the Devils Ditch waterway ("Devils Ditch") is located within the areas served by and under the jurisdiction of the City and areas that are under the jurisdiction of the County; and

WHEREAS, the City and the County, and all those served by these entities, have a mutual interest in the maintenance of Devils Ditch; and

WHEREAS, the City and the County coordinated to have an evaluation conducted, as well as a project plans and specifications (the "Project Plans") and a project estimate (the "Project Estimate") prepared for Devils Ditch by Dennis Corporation, as illustrated in Attachment A; and

WHEREAS, the parties have agreed to collaborate on the maintenance project, in accordance with the Project Plans, and procure one contractor to execute the maintenance project in order to reduce costs; and

WHEREAS, the parties wish to authorize the maintenance activities specified in the aforesaid Project in accordance with the Project Plans and within the Project Budget;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the City agree as follows:

1. The parties agree that each party will secure, at their own cost, any necessary property rights – e.g., easements, licenses, etc. – to perform work located in their own jurisdiction and which property rights will provide for access and maintenance activities performed by either party. Each party will provide to the other party copies of all filed and recorded easements obtained by the party for work under this Agreement.
2. The Project Plans will be bid through the City's procurement process. Once the bidding process is completed, no further action or approvals are needed with the exception of final approvals from City and County Council for construction. Parties agree that as of the date of this agreement the Project Budget should be sufficient to complete the Project Plans.
3. The City and County consent to the maintenance activities specified in the Project within both the City corporate limits and the County unincorporated areas in accordance with the Project Plans and within the Project Budget. The foregoing consent shall be the sole approval necessary from the County for the City to complete the Project under the Project Plans and within the Project Budget.
4. The County and City will provide up to **Four Hundred Six Thousand Seventy-three and 80/100 (\$406,073.80) Dollars** toward the cost of the Project from the budget sources detailed in Attachment B. If maintenance activity costs as reflected in the low bid are over budget, the City will work with the County to revise the Project Plans as necessary to bring the cost within the funds currently allocated for the project. Until the Project Plans have been revised such that the executed contract is within the funds currently allocated for the project, a Notice to Proceed will not be issued.

5. If, after contractor award or during maintenance activities, circumstances arise or conditions are discovered which cause the Project Budget to be insufficient to complete the Project, neither party shall be responsible for obtaining or providing additional funding. In such case, the City will cooperate with the County in revising the Project Plans as necessary to complete the Project within the Project Budget. In no event will the City or County be required to provide any funds in excess of the amount reflected in the Project Budget; however, the County or the City may provide funds if approved through an appropriate change order.

6. The City may authorize change orders that is deems necessary to portions of the project that are the City's responsibility and the County may authorize change orders that it deems necessary to portions of the project that are the County's responsibility so long as such change orders are within the scope of the Project Plans and the Project Budget after the Notice of Proceed is issued..



7. Upon completion of the Project, and inspection of the Project proving the maintenance activities have been completed in accordance with Project Plans, all future maintenance activities will remain the responsibility of the entity which had maintenance responsibility prior to the Project.

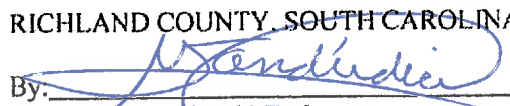
9. If any provision of this Agreement or any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, that determination shall not affect any other provision, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein.

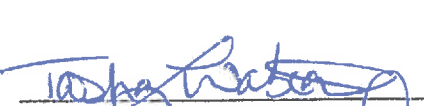
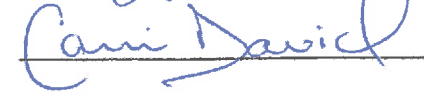
10. This Agreement may be executed in several counterparts, all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

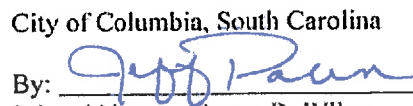
11. This Agreement represents the entire agreement between the County and the City and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year of the last signature hereinbelow.

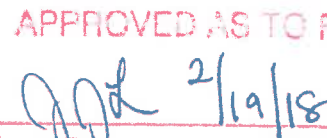
WITNESSES:  
  


RICHLAND COUNTY, SOUTH CAROLINA  
By:   
Printed Name: Gerald Seals *Sanola Yancey*  
Title: County Administrator *Assistant County Administrator*  
Date: 4-19-2018

City of Columbia, South Carolina  
By:   
Printed Name: Teresa B. Wilson  
Title: City Manager *acting city manager*  
Date: 3/28/2018

Richland County Attorney's Office  
  
4/18/18

APPROVED AS TO FORM  
  
2/19/18  
Legal Department, City of Columbia, SC

App No O. COLUMBIA 1211660v4  
Form Only  
Rendered AS TO Content

**Devils Ditch  
Richland County, SC  
Construction Cost Budget Sources**

<b>Entity</b>	<b>Percentage of Project</b>	<b>Cost</b>
Richland County Stormwater	67 %	\$272,069.44
City of Columbia Stormwater	33%	\$134,004.36
<b>Total</b>	<b>100%</b>	<b>\$406, 073.80</b>

**Basis for breakdown:**

- Line items for work along the entire project length are a function of the relative length within each jurisdiction
- Riprap costs are allocated by location of the work as shown on the plans

**Devils Ditch**  
**Richland County, SC**  
**Construction Cost Estimate - Phase I**  
**STA: 100+00 - 133+00; 200+00 - 203+91.46**  
**Maintenance Plan**

Preliminary Construction Estimate - Phase I - 04/11/14					
Item	Description	Quantity	Units	Unit Cost	Total Cost
1	Mobilization	1	LS	\$8,500.00	\$8,500.00
2	Temporary Signage, Maintenance	1	LS	\$10,000.00	\$10,000.00
3	Maintenance Access Clearing & Stabilization	6,550	SY	\$4.50	\$29,475.00
4	Selected Clearing, (No Grubbing)	3.40	AC	\$14,000.00	\$47,600.00
5	Ditch Cleanout & Debris Removal	3,692	LF	\$12.00	\$44,304.00
6	Stormdrainage Repairs	1	LS	\$50,000.00	\$50,000.00
7	Class B RipRap - End Treatment	90	TON	\$85.00	\$7,650.00
8	Class B RipRap - Aprons	85	TON	\$85.00	\$7,225.00
9	Class C RipRap - Channel Lining & End Treatment	910	TON	\$110.00	\$100,100.00
10	RipRap Bank Armoring (Includes RipRap and Grout)	400	SY	\$155.00	\$62,000.00
11	Permanent Grassing / Vegetation	1.28	AC	\$1,800.00	\$2,304.00
12	Contigent Maintenance Stone	400	TON	\$38.00	\$15,200.00

<b>Subtotal</b>	<b>\$369,158.00</b>
<b>Contingency (10%)</b>	<b>\$36,915.80</b>
<b>GRAND TOTAL</b>	<b>\$406,073.80</b>

## Richland County Council Request for Action

**Subject:**

Renewal of contracts for solid waste curbside collection service in areas 5A, 5B and 7

**Notes:**

September 25, 2018 – The committee recommended Council direct staff to negotiate amendments to extend the contracts for Area 5A with CWS and Areas 5B and 7 with Johnson Garbage Service and to include adjustments to the contract based on the actual CPI and fuel surcharges and hauler performance. Further, if the renegotiations are consistent with the recently awarded contract for Area 2, that award of the renegotiated contracts are also authorized.





**Administration & Finance Committee Meeting  
Briefing Document**

**Agenda Item**

Renewal of the contracts for solid waste curbside collection service in areas 5A, 5B, and 7.

**Background**

In January of 1984 Richland County began providing county-wide curbside collection service for residents using five contracted haulers. Richland County currently provides curbside collection service in eight service areas through four contracted haulers. The collection services provided include municipal solid waste (MSW – household garbage), yard waste, bulk item collection, and recycling.

The current contract for Service Area 5A with Capital Waste Services (CWS) will expire on December 31, 2018. The current contracts for Service Areas 5B and 7 with Johnson Garbage Service will also expire on December 31, 2018. Both CWS and Johnson Garbage Service have been doing a commendable job in servicing their respective areas. The below table shows the number of valid complaints received by the County for the three service areas during the first six-months of this year:

<u>Area</u>	<u>Collector</u>	<u>Households (HH)</u>	<u>Valid / 100 HH</u>
5A	CWS	9,691	0.91
5B	Johnson Garbage Svc	1,696	1.95
7	Johnson Garbage Svc	6,023	0.91

The County is in the process of implementing the new Route Management System. Routing software has been developed for CWS in Area 5A and Johnson in Areas 5B and 7. The route management system equipment has been installed on the trucks that service Area 5A and some trucks that service Area 5B. The remaining trucks will be equipped with the Route Management System in the next few months. The system should be fully implemented and operational during the fall 2018. A map showing Collection Areas is attached.

The County’s Procurement Code states, “A contract for residential solid waste collection may be renewed or renegotiated regardless of any terms therein if the County Council determines that renewal to promote continuity of service is in the best interest of the County”.

Negotiations with the current haulers will allow the County to evaluate the haulers’ past performance and make recommendations to improve service. Negotiations shall take into consideration the annual update to the Consumer Price Index (CPI) and the fuel surcharge.

Extension of the contracts will allow time for the Solid Waste & Recycling Division of the Public Works Department to compare service prior to and after the implementation of the new route management

system by the same hauler and evaluate the hauler's performance and the effectiveness of the new route management system.

### Issues

The current contract for Areas 5A, 5B and 7 will expire on December 31, 2018. By extending the current contract with CWS and Johnson, the County can avoid a disruption in service and a delay in implementation of the new route management system. The new system will allow the county to monitor hauler performance and improve service to Richland County residents.

### Fiscal Impact

Renegotiation of the contract will allow the County to modify the Consumer Price Index (CPI) adjustment and fuel surcharge. This should result in a long term savings to the County and is consistent with another recent amendment / extension for Area 2. A chart is also attached which estimates possible savings (with no household growth forecasted).

### Past Legislative Actions

On January 9, 2014, Richland County and David Ard's Sanitation, Inc, entered into an agreement and contract for solid waste collection services in Area 5A. On October 27, 2015, the County's contract with David Ard's Sanitation, Inc., for Area 5A was assigned to Capital Waste Services, LLC. The contract will expire on December 31, 2018.

On January 9, 2014, Richland County and Johnson Garbage Service entered into an agreement and contract for solid waste collection services in Areas 5B and 7. The contract will expire on December 31, 2018.

### Alternatives

1. Direct staff to negotiate amendments to extend the contracts for Area 5A with CWS and Areas 5B and 7 with Johnson Garbage Service and to include adjustments to the contract based on the actual CPI and fuel surcharges and hauler performance. Further, if the renegotiations are consistent with the recently awarded contract for Area 2, that award of the renegotiated contracts are also authorized.

Or,

2. Direct staff to advertise and rebid the contracts for Areas 5A, 5B and 7.

### Staff Recommendation

Staff recommends that Council approve Alternative 1 stated above.

**Submitted by:** Procurement Department

**Date:** July 13, 2018

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**AREA 5A CPI EXHIBIT**

Financial Comparison Data (CPI Factor)						
Area #5A Unit Rate Comp	Current Contract Projected Rates Fixed CPI 3.5%	CWS Proposed Contract – CPI est. 1.9%	Current Contract Value (3.5%)	New Contract Value (CPI)	Net	Households (No Growth Assumed)*
2018	\$21.35		\$2,482,834			9,691
2019	\$22.10	\$21.76	\$2,570,053	\$2,530,514	\$39,539	9,691
2020	\$22.87	\$22.17	\$2,659,598	\$2,578,194	\$81,404	9,691
2021	\$23.67	\$22.59	\$2,752,632	\$2,627,036	\$125,595	9,691
2022	\$24.50	\$23.02	\$2,849,154	\$2,677,042	\$172,112	9,691
2023	\$25.38	\$23.46	\$2,951,491	\$2,728,210	\$223,281	9,691
				5-Year Net	\$641,931	
*Does not include homes on backyard service						

**AREA 5B CPI EXHIBIT**

Financial Comparison Data (CPI Factor)						
Area #5B Unit Rate Comp	Current Contract Projected Rates Fixed CPI 3.5%	CWS Proposed Contract – CPI est. 1.9%	Current Contract Value (3.5%)	New Contract Value (CPI)	Net	Households (No Growth Assumed)*
2018	\$22.74		\$462,804			1,696
2019	\$23.54	\$23.17	\$479,086	\$471,556	\$7,530	1,696
2020	\$24.36	\$23.61	\$495,775	\$480,511	\$15,264	1,696
2021	\$25.21	\$24.06	\$513,073	\$489,669	\$23,404	1,696
2022	\$26.09	\$24.52	\$530,984	\$499,031	\$31,953	1,696
2023	\$27.00	\$24.99	\$549,504	\$508,596	\$40,908	1,696
				5-Year Net	\$119,059	

**AREA 7 CPI EXHIBIT**

Financial Comparison Data (CPI Factor)						
Area #7 Unit Rate Comp	Current Contract Projected Rates Fixed CPI 3.5%	CWS Proposed Contract – CPI est. 1.9%	Current Contract Value (3.5%)	New Contract Value (CPI)	Net	Households (No Growth Assumed)*
2018	\$22.74		\$1,643,556			6,023
2019	\$23.54	\$23.17	\$1,701,377	\$1,674,635	\$26,742	6,023
2020	\$24.36	\$23.61	\$1,760,643	\$1,706,436	\$54,207	6,023
2021	\$25.21	\$24.06	\$1,822,078	\$1,738,961	\$83,117	6,023
2022	\$26.09	\$24.52	\$1,885,681	\$1,772,208	\$113,473	6,023
2023	\$27.00	\$24.99	\$1,951,452	\$1,806,177	\$145,365	6,023
				5-Year Net	\$422,904	



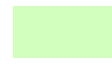




# Richland County Solid Waste Collection Areas

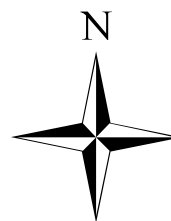
## Legend

 Solid Waste Collection Areas

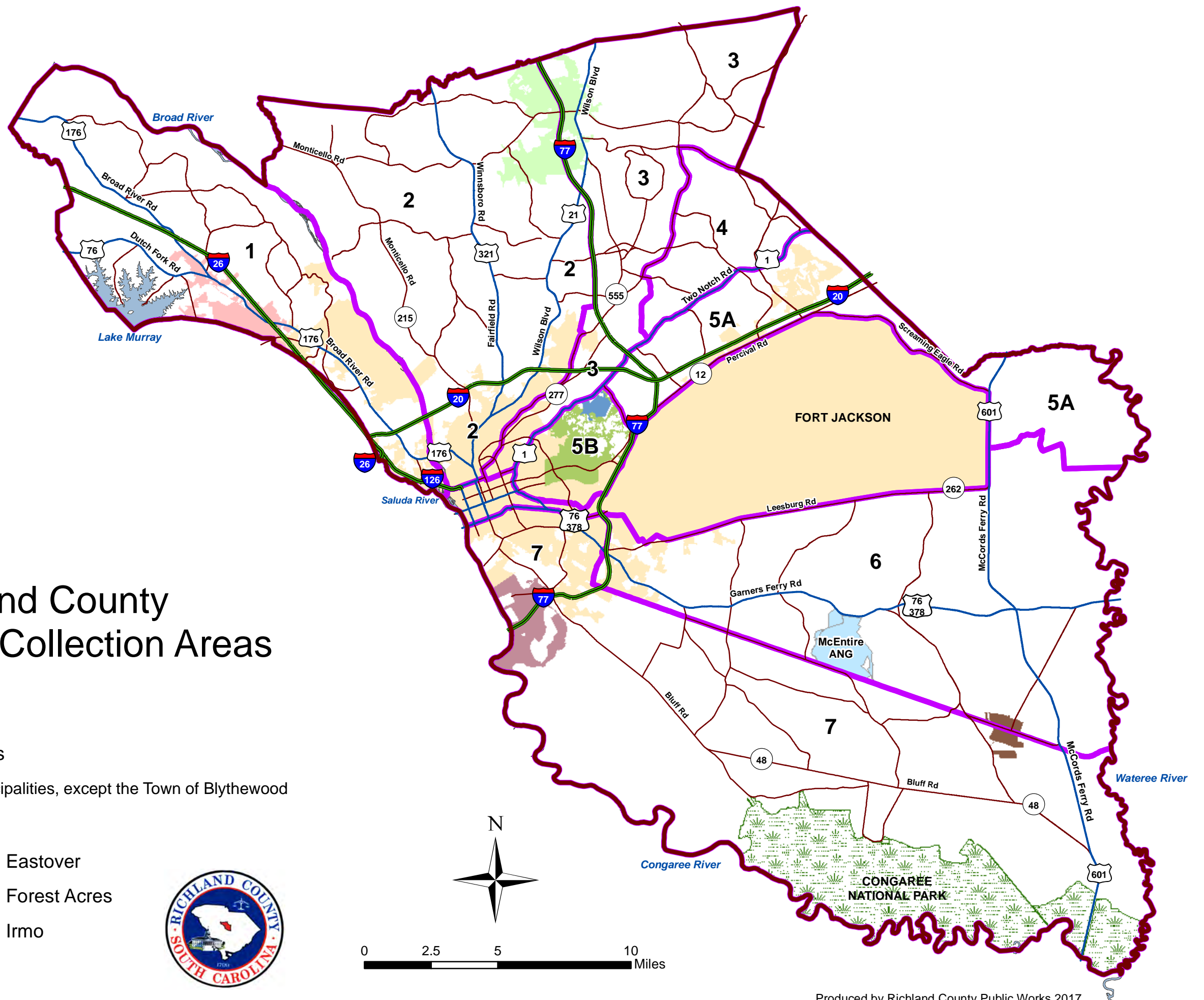
Solid Waste Collection excludes all Municipalities, except the Town of Blythewood

## Municipalities

- |   |               |   |              |
|---|---------------|---|--------------|
|  | Arcadia Lakes |  | Eastover     |
|  | Blythewood    |  | Forest Acres |
|  | Cayce         |  | Irmo         |
|  | Columbia      |   |              |



0 2.5 5 10 Miles



## Richland County Council Request for Action

**Subject:**

County Council is requested to approve a Work Authorization (WA) for professional services with WK Dickson & Company, Inc. of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton-LB Owens Airport (CUB)

**Notes:**

September 25, 2018 – The committee recommended Council approve the request to authorize executing Work Authorization 1 for the professional services.



**Administration & Finance Committee Meeting  
Briefing Document**

**Agenda Item**

County Council is requested to approve a Work Authorization (WA) for professional services with WK Dickson & Company, Inc of Columbia, SC for design services for various airport site-civil project improvements at the Jim Hamilton – LB Owens Airport (CUB).

**Background**

Work Authorization 1 (WA 1) provides the necessary survey, design, and bidding services for this project in anticipation of construction during the next Federal fiscal year (FY).

Additionally, due to the uncertain cash flow of the State Aviation Fund, availability of the usual 5% State funding (as well as the current availability of sufficient local funds), we request that approval of this WA be granted with only Federal and Local funds at this time. We anticipate ultimately being able to obtain State funding later in the Fiscal Year (as has been the case in the last two grant cycles).

A copy of the consultant’s Work Authorization is contained as an enclosure to this request.

**Issues**

The timing of the availability of 5% State funding is the only issue. However, as has been the case in the last two development grant cycles, we have a high degree of confidence that this funding, for which we have applied from the South Carolina Aeronautics Commission (SCAC) will be forthcoming.

**Fiscal Impact**

The funding for this project will be provided by grant and local funds as follows:

Federal (FAA)	\$147,402	AIP Grant
Local (RC)*	<u>\$ 16,378</u>	Included in the FY19 airport budget
Total	\$163,780	

\*Note – Will be reduced by 50% to \$8,189 in the event of SCAC funding.

Federal funds have been issued in AIP Grant 3-45-0017-024-2018. Local funds are included in the current FY airport capital budget.

**Past Legislative Actions**

The following prior actions by Richland County Council and Administration relate to this request:

February 2011	Airport Master Plan approved
June 2012	Initial Master Agreement with WK Dickson & Company, Incorporated awarded
June 2018	Second Master Agreement with WK Dickson & Company, Incorporated awarded

### Alternatives

1. Approve the request to authorize executing Work Authorization 1 for the professional services described herein and further described in detail in the enclosure to this document.
2. Do not approve the request to authorize executing this Work Authorization.

### Staff Recommendation

It is recommended that Council approve the request to authorize executing Work Authorization 1 to be performed by the staff of WK Dickson & Company, Incorporated.

Submitted by: Department of Public Works – CUB

Date: August 28, 2018



# WORK AUTHORIZATION NO. 1

JIM HAMILTON – L.B. OWENS AIRPORT (CUB)

VARIOUS AIRFIELD IMPROVEMENT PROJECTS (DESIGN/BID)

ENGINEERING AND SURVEYING SERVICES THROUGH BIDDING

August 21, 2018

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## Project Overview

The OWNER wishes the ENGINEER to provide professional services for Engineering and Surveying through Bidding, for various airfield improvements at the Jim Hamilton – LB Owens Airport (CUB). This project consists of the design of **Seven (7)** distinct landside and airside improvement projects:

- 1. Rehabilitation of a portion of Taxiway A-5 - Estimated Construction Cost - \$150,000**  
Per the Pavement Analysis, one area of Taxiway A-5 that has more deterioration than any other, has extensive “Alligator Cracking” and has fully failed.
- 2. Replacement of Fencing - Estimated Construction Cost - \$100,000**  
There are select areas of original fencing that are starting to fail. The rehabilitation of select areas of the perimeter fence will reduce the potential of wildlife hazards on the airfield.
- 3. Development of Airport Service Roads - Estimated Construction Cost - \$100,000**  
New Airport Service Roads will give airport staff a clean, safe access to busy areas of the airfield.
- 4. Extend the existing Airfield Retaining Wall - Estimated Construction Cost - \$120,000**  
This project will extend CUB’s Airfield Retaining Wall and further eliminate erosion.
- 5. Culvert Pipe Crossing - Estimated Construction Cost - \$35,000**  
CUB’s perimeter fence has a ditch crossing that is unable to withstand storm damage. This culvert will allow the fence to properly cross this ditch and will eliminate further storm damage.
- 6. Replacement of select Airfield Drainage Structures - Estimated Construction Cost - \$35,000**  
New, select drainage structures will enhance the existing drainage system on airport property.
- 7. Compass Rose installation - Estimated Construction Cost - \$10,000**  
CUB has no Compass Rose and would like to properly install one on the Apron.

**Total Estimated Construction Costs, All Projects = \$550,000.00**





## **SCOPE OF SERVICES**

### **1. BASIC SERVICES**

#### **A. Project Development**

The CONSULTANT to provide, at a minimum, the following elements:

- Prepare a Final Grant Application on the County's behalf and submit to the Federal Aviation Authority (FAA) and the South Carolina Aviation Commission (SCAC)
- Prepare necessary scopes and Task Orders
- Coordinate periodically with the FAA and SCAC
- Meet with the FAA and SCAC
- Attend meetings with the OWNER
- Prepare and submit on the County's behalf an amended FY 2018 Grant Pre-Application to the FAA, a FY 2019 Grant Pre-Application to the FAA and 2018 Final Grant Applications to the FAA and SCAC.
- Draft Grant Certifications for signature
- Monthly Grant Draw Requests to the FAA and SCAC
- Quarterly Reporting to the FAA
- Grant Close-out documentation and submittal
- "Other" required Administrative tasks to administer the grants

#### **B. Design**

The CONSULTANT to provide the following Design elements:

- Prepare Sediment and Erosion Control Plans, as necessary
- Prepare Drainage Calculations and Drainage Plans, as necessary
- Prepare Pavement Design Calculations for the Taxiway and Access Roads
- Prepare Taxiway A5 Rehabilitation Plans and Specifications
- Prepare Fencing Plans and Specifications
- Prepare Airport Service Road Plans and Specifications
- Prepare the Retaining Wall Plans, Structural Plans and Specifications
- Prepare Culvert Pipe Crossing Plans and Specifications
- Prepare Plans and Specifications for the Replacement of Select Drainage Structures
- Prepare a Change Order including Compass Rose Details and Specifications
- Prepare SCDHEC required Stormwater and Erosion Control Management Notes, Details and Specifications
- Prepare Pavement Marking Plans and Specifications
- Conduct 30%, 60% and 90% Design Review Meetings with the Owner
- Coordinate with the FAA ATL ADO and SCAC
- Prepare an Engineer's Report
- Prepare a Preliminary Quantity Take-Off and a Preliminary Cost Estimate
- Prepare a Final Quantity Take-Off and a Final Cost Estimate



### **C. Permitting**

The CONSULTANT to provide Permitting elements consisting of the following Permits/Approvals:

- SCDHEC Erosion and Sediment Control Permitting
- FAA 7460s, as required
- City of Columba Permitting, as required

### **D. Services during Bidding**

The CONSULTANT to provide the following elements:

- Coordinate Bidding with County Procurement
- Prepare Change Orders for any select elements that may fall within current contracts
- Prepare the “Issued for Bid” set of Engineering Plans (approx.) eighteen (18) sheets
- Prepare the “Issued for Bid” set of Specifications and Contract Documents
- Assist with SCBO Advertisement
- Attend and Conduct the Pre-Bid Meeting, including field review of construction elements with all attendees
- Accept and Respond to all Requests for Information (RFIs)
- Attend and Conduct the Bid Opening
- Review Bids, itemize and spreadsheet results, review Contract Document elements (DBE requirements, Insurance Requirements, Bonding requirements, etc.), Interview Apparent Low Bidder (if necessary) and Recommend Award to the Lowest Responsive and Responsible Bidder

## **2. SPECIAL SERVICES**

### **A. Field Surveys**

The CONSULTANT to provide Surveying services as follows:

Proposed Roads and Wall Areas:

- Perform a topographic survey of (approximately) 22 acres
- Show the topography of the land in one-foot contours the survey and drawing will be prepared in accordance with the Standards of Practice Manual for Land Surveying in South Carolina. Horizontal datum will be South Carolina state plane NAD83/2012. Elevation datum will conform to the North American Vertical Datum of 1988.
- Contact South Carolina 811 utility locating services to identify any utilities that may exist in the project area.
- Locate any visible and apparent improvements to the project area.
- Perform a paint marking location survey of the Apron, Taxiways, Taxiways and Runway
- Locate Edges of Pavement (EOPs).



**B. Geotechnical**

Perform six (6) borings, including boring logs, soil classifications and California Bearing-Ratio (CBR) Testing. A final Soils Report will be prepared.

**C. Structural Engineering**

Prepare Structural Calculations, Drawings and Specifications for the Airfield Retaining Wall Extension, as required by State Law.

**D. Geophysical Survey**

Perform a Geophysical Survey (Magnetic Survey) of the proposed Compass Rose location, per FAA Standards. This Survey includes the use of a Magnetometer, to verify the presence of a Uniform Magnetic Field at the proposed Compass Rose Location.

**TIME OF PERFORMANCE**

Design will be completed in time for Bidding in the Spring of 2019. The Final Grant Application for 2019 will be submitted to the FAA by July 1, 2019, for inclusion in FAA’s 2019 funding cycle.

**FEE SCHEDULE**

**SECTION I. BASIC SERVICES**

A.	Project Development Phase	Lump Sum	\$ 19,500.00
B.	Design Plans / Specifications	Lump Sum	\$ 60,800.00
C.	Permitting	Lump Sum	\$ 12,500.00
D.	Bidding	Lump Sum	<u>\$ 15,500.00</u>
	<b>Basic Services Subtotal</b>		<b>\$ 108,300.00</b>

**SECTION II. SPECIAL SERVICES**

A.	Field Surveys	Lump Sum	\$ 20,000.00
B.	Geotechnical (Sub)	Lump Sum	\$ 23,980.00
C.	Structural (Sub)	Lump Sum	\$ 2,500.00
D.	Geophysical Survey (Sub)	Lump Sum	<u>\$ 9,000.00</u>
	<b>Special Services Subtotal</b>		<b>\$ 55,480.00</b>

**WORK AUTHORIZATION #1 TOTAL \$163,780.00**



**ADDITIONAL COSTS**

All Permit Fees and Advertising Costs shall be paid for by the OWNER.

**ADDITIONAL WORK**

Any additional work required but not contained in the above scope of services will be paid for in accordance with the rate schedule in effect at the time and will be subject to prior approval by OWNER.

All work and compensation under this Work Authorization shall be in accordance with the Master Agreement (Contract for Professional Services between Owner and Engineer) dated June 28, 2018, which is incorporated herein by reference.

This work is eligible for participation by the Federal Aviation Administration (FAA) and the South Carolina Aeronautics Commission (SCAC). Grant assistance is included in this WORK AUTHORIZATION.

IN WITNESS, WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

Requested by:

Accepted by:

\_\_\_\_\_

*Terry A. Macaluso*  
\_\_\_\_\_

Interim County Administrator  
Richland County, South Carolina

Terry A. Macaluso, PE  
Vice President  
W. K. Dickson & Co., Inc.

\_\_\_\_\_

*8/30/2018*  
\_\_\_\_\_

Date

Date



## Richland County Council Request for Action

**Subject:**

County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County/the Jim Hamilton – LB Owens Airport (CUB)

**Notes:**

September 25, 2018 – The committee recommended Council to approve the agreement.



**Administration & Finance Committee Meeting  
Briefing Document**

**Agenda Item**

County Council is requested to approve a standing agreement between the Civil Air Patrol (CAP) Cadet Composite Squadron and Richland County / the Jim Hamilton – LB Owens Airport (CUB).

**Background**

The Civil Air Patrol Cadet Composite Squadron 099 has been meeting regularly at the Jim Hamilton – LB Owens Airport (CUB) for many years. They are a great asset to the airport and the Columbia aviation community.

The CAP has an administrative requirement by which the use meeting space is formally documented. In the past, this has been achieved through the annual issuance of a letter from the Airport General Manager at the start of each Federal Fiscal Year.

The leadership of the CAP has recently expressed interest in possibly basing their aircraft at the Airport, but is seeking relief from established rental fees. Though the airport would not receive the benefit of the rental revenue, it would receive the benefit of fuel sales flowage fee as well as the other activity generated by the presence of the aircraft.

This presented an opportunity to simply, but formally, document the relationship between the two organizations for their mutual benefit (as well as address the CAP's administrative requirement for meeting space documentation).

In their meeting of September 10, 2018, the Richland County Airport Commission unanimously voted to recommend approval of the attached agreement.

**Issues**

The attached agreement has also been reviewed and approved by the CAP as well as the Assistant County Attorney; there are no issues of concern by either party.

**Fiscal Impact**

The basing of the aircraft on a permanent basis may or may not occur (or may occur on a semi-permanent basis depending upon conditions). Most other provisions in the agreement are already taking place. Fiscal impact will likely be very slight, but any would be to the advantage of the Airport.

**Past Legislative Actions**

There are no past legislative actions associated with this request.

**Alternatives**

1. Approve the agreement.
2. Do not approve the agreement.

**Staff Recommendation**

It is recommended by both Airport staff as well as the Richland County Airport Commission that Council approve the agreement.

**Submitted by:** Department of Public Works – CUB

**Date:** September 11, 2018



STATE OF SOUTH CAROLINA )  
)  
)  
)  
COUNTY OF RICHLAND )

**Premises Usage License Agreement  
(Use of Terminal Facilities at Jim  
Hamilton - LB Owens Airport)**

This Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the undersigned parties, to recognize and formalize a relationship whereby personnel of Civil Air Patrol Columbia Composite Squadron 099 ("CAP") may use under the circumstances set forth in this Agreement the Richland County / Jim Hamilton-LB Owens Airport ("CUB") terminal conference room and closet storage space (the "Property") for CAP Squadron meetings; and

WHEREAS, Richland County, South Carolina ("County") owns the Property subject to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. CUB will:

- a. Provide CAP personnel access to the CUB terminal and closet storage for weekly CAP meetings;
- b. Provide apron tie-down storage space for up to two (2) CAP general aviation (GA) aircraft;
- c. Permit the periodic conduct of safety exercises based at the airport; and
- d. Provide an automobile parking space in the terminal parking lot for the storage of an operable and maintained official CAP vehicle.

2. CAP will:

- a. Support periodic airport events with supervised CAP Cadet manpower for basic security, automobile parking direction, and light general labor;
- b. Conduct supervised FOD walk on a mutually agreeable portion of the aircraft apron on a monthly basis during the portion of the year in which meetings are conducted;
- c. Properly destroy unserviceable National, State, and Richland County flags in accordance with accepted flag etiquette; and
- d. Agree to relocate their aircraft from time-to-time if required due to the temporary need for apron space.



3. All CAP personnel, representatives, agents, guests and invitees occupying, visiting or utilizing the Property described in this MOU shall be the sole responsibility of CAP, which shall ensure that all such personnel shall comply with all applicable laws, ordinances, rules, policies and procedures, including all County safety guidelines, regulations or decisions of any federal, state, County or municipal governmental authority (including all requirements of state, federal or other grant authorities to insure a drug-free workplace).

4. This Agreement shall be effective once signed by the parties or an authorized representative of the parties and the duties and obligations of the parties shall continue in full force and effect until it expires on September 30, 2021.

5. CAP, its personnel and agents agree to defend, indemnify, and hold harmless Richland County and CUB, their employees and agents from and against any and all liabilities, claims, losses, damages and expenses of every kind imposed upon or asserted against Richland County or CUB arising by reason of or in connection with CAP's use or its personnel's use of the Property described herein.

6. This Agreement contains the parties' entire understanding, and shall be governed by and interpreted under the laws of the State of South Carolina. The parties agree that should any provision, clause, term, paragraph or phrase of this agreement be rendered void or ineffective by the order of any court of competent jurisdiction, then the remaining terms of the agreement will remain in full force and effect.

7. Notices relative to this Agreement and its subject matter should be sent to:

As to Richland County:

Airport General Manager  
Jim Hamilton – LB Owens Airport (CUB)  
1400 Hamilton Blvd  
Columbia, SC 29205

As to Civil Air Patrol Columbia Composite Squadron 099:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized and empowered officers or agents as of the date set forth above.

CAP COLUMBIA COMPOSITE  
SQUADRON 099

RICHLAND COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
BY:  
ITS:

\_\_\_\_\_  
BY:  
ITS:

DRAFT

## Richland County Council Request for Action

**Subject:**

Request from the University of South Carolina's Center for Applied Innovation and Advanced Analytics to partner and implement (including funding) a project that would provide rural internet to those areas of unincorporated Richland County that do not have access to broadband

**Notes:**

September 25, 2018 – The committee recommended Council approve staff developing a partnership agreement with USC and bring it back to Council, with a recommended funding source.



## **Administration & Finance Committee Meeting Briefing Document**

### **Agenda Item**

Request from the University of South Carolina's Center for Applied Innovation and Advanced Analytics to partner and implement (including funding) a project that would provide rural internet to those areas of unincorporated Richland County that do not have access to broadband.

### **Background**

Technology plays a pivotal role in the way businesses operate, how institutions provide services and where consumers choose to live, work and play. The success of a community has become dependent on how broadly and deeply the community adopts technology resources, including access to reliable, high-speed networks, digital literacy of residents, and the use of online resources locally for business, government and leisure.

Despite a growing dependence on technology, the 2010 Census reports that 27% of Americans do not have a high-speed connection at home. Additional studies also indicate that 19.1 million children do not have broadband at home, and 6.1 million of those children live in low-income households.

In this environment, deploying broadband infrastructure, services and applications presents many challenges. Nevertheless, the universal adoption and meaningful use of broadband is necessary to advance twenty-first century technologically empowered communities. Every sector of a community requires the power of broadband and related applications to function at the highest capacity.

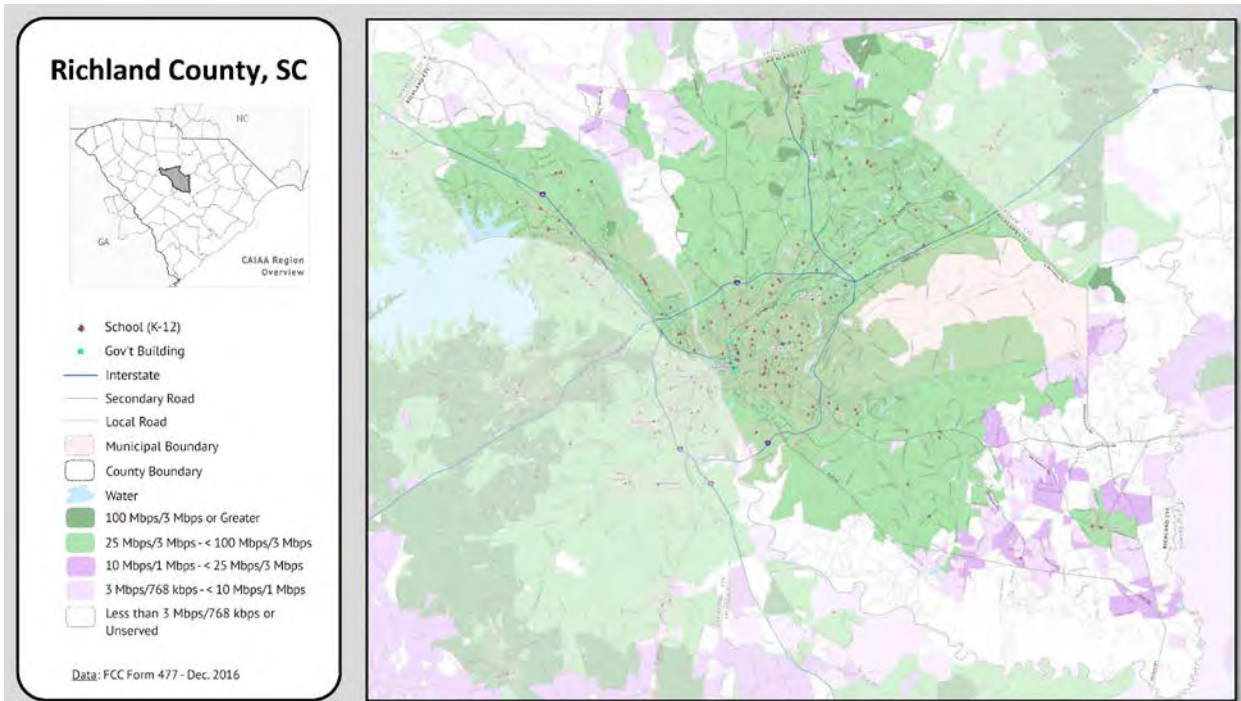
Locally, this issue is quite real. In our region, 434,902 residents (6.3%) and 160,615 households lack access to high speed service (defined as 25Mbps download speed and 3Mbps upload speed). Of those, 267,908 (3.9%) representing 97,030 households lack access to even basic service.

Through a grant, the University of South Carolina's Center for Applied Innovation and Advanced Analytics (CAIAA) has been researching the need for internet access in the state's rural areas and has developed a plan to provide that access. CAIAA is a public-private partnership that works with regional government, academia, and business for developing demand skills, accelerating research innovations into markets, and driving regional economic development.

Broadband access refers to the physical connection to high-speed infrastructure.

CAIAA partnered with IBM to develop a plan for providing access to these underserved areas. The plan generally assesses the local need, proposes technology to address the need and identifies necessary partners. Specific to Richland County, the need is great. 9.3% of our residents lack access to high-speed internet (75,377) and 5% lack access to basic internet (40,486).

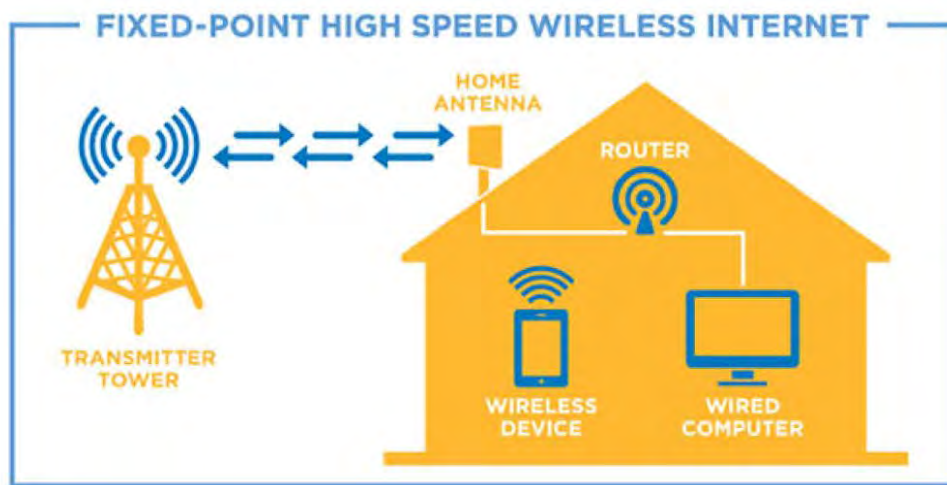




**Note: The white and purple shades indicate slow or no access.**

Deploying broadband to rural locations requires sophisticated use of wireless technology. While it is not cost effective to dig up hundreds of miles of roads to reach a few residents, the nation’s top providers are instead using what is known as fixed wireless technology to reach rural residents.

Simply put, an antenna is mounted on top of a transmitter tower and a small receiving antenna is placed on the customer’s premises. Fixed wireless is capable of delivering speeds of up to 30Mbps but is dependent on the customer’s distance from the tower and direct line-of-sight placement.



South Carolina is fortunate to have a large number of towers (650+) which are owned and operated by our public broadcasting and education network, SCETV. Many of these towers were placed in service in

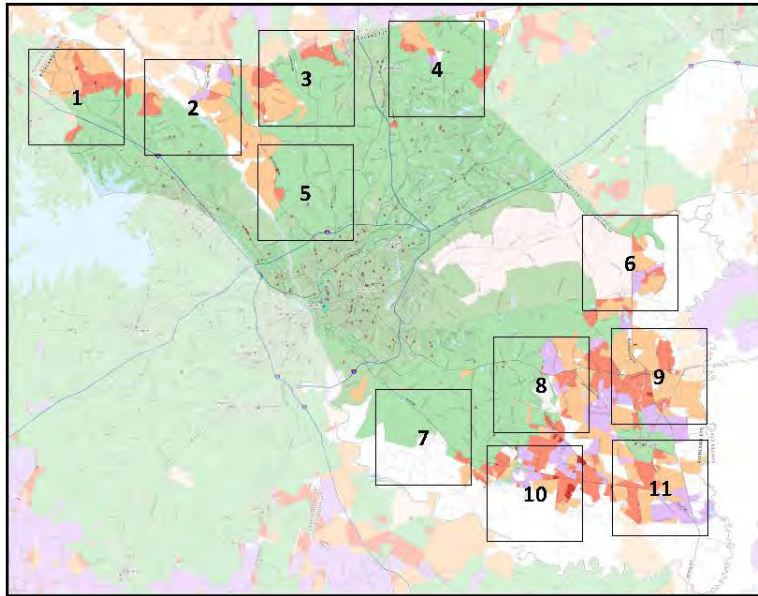
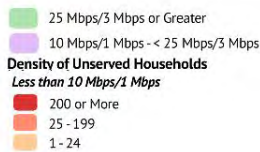


the 1980's and 1990's and are no longer needed. Most are in great condition, are movable and can be re-purposed as a transmitter source to solve a major part of SC's rural broadband problem. SCETV has already partnered with CAIAA on this project.

CAIAA has further researched to identify target areas (areas of high residential density and poor service) to determine the optimal placement of each SCETV tower.

The figure and table below highlight 11 such target areas in Richland County, where the density of unserved households would justify a need for wireless technology to provide internet access. Each area represents a 10 square mile footprint.

- Richland County Targets**
- 1) Jake Eargle Rd.
  - 2) Little River Rd.
  - 3) Winnsboro Rd.
  - 4) NE Miles Rd.
  - 5) Monticello Rd.
  - 6) Choures Pond Rd.
  - 7) Bluff Rd.
  - 8) Old Eastover Rd.
  - 9) Garners Ferry Rd.
  - 10) Dry Branch Rd.
  - 11) Eastover



Richland County Targets	Population	Residents < 25/3	Households < 25/3	Residents < 10/1	Households < 10/1	Fixed Assets	Moveable Assets	CAF Blocks
1) Jake Eargle Rd.	9,454	1,106	421	1,099	418			16
2) Little River Rd.	12,578	610	264	599	259			28
3) Winnsboro Rd.	1,702	429	187	401	173			13
4) NE Miles Rd.	24,719	381	143	359	135			11
5) Monticello Rd.	7,434	71	30	71	30			0
6) Choures Pond Rd.	5,496	1,489	581	1,316	514			40
7) Bluff Rd.	1,357	414	173	414	173			14
8) Old Eastover Rd.	5,060	1,206	446	886	333			17
9) Garners Ferry Rd.	1,929	1,888	751	1,392	555			44
10) Dry Branch Rd.	1,522	1,457	535	1,132	418			40
11) Eastover	1,875	813	326	554	224			34
<b>TOTAL</b>	<b>73,126</b>	<b>9,864</b>	<b>3,857</b>	<b>8,223</b>	<b>3,232</b>			<b>243</b>

The next step is to partner with the County team, if approved and a service provider, in addition to SCETV, to:

- field verify each of the 11 areas;
- identify existing transmitter sources, such as water towers;
- identify the optimal location for relocating SCETV towers to each target area;
- identify a local broadband vendor to provide last mile service to the underserved areas; and
- implementation of the above including the engineering and construction work required to relocate the tower.

CAIAA predicts a maximum of 25 towers or transmitter assets will be needed to ensure all of Richland County residents have access to high speed internet.

The goal is for Richland County to be the first in the state to be 100% green, meaning access is available to all residents.

### Issues

Lack of internet access in parts of unincorporated Richland County.

### Fiscal Impact

The cost to relocate an SCETV tower is roughly \$50,000 each. Relocating 25 SCETV towers to reach all portions of the County currently without broadband access is estimated, therefore, to not exceed \$1.25M. Sources of funding could be a combination of Hospitality Tax, General Fund, and CDBG and could also include private partners. However, if approved, Council may consider utilizing a portion of the revenue proceeds from the sale of the 1400 Huger St. property to fund this project in its entirety. The sale of the property, which is in its due diligence period, could close as soon as September 2018. The sale price for the property is \$4M.



### **Past Legislative Actions**

N/A

### **Alternatives**

1. Approve the project, enter into a partner agreement with CAIAA, identify funding and proceed accordingly.
2. Consider the project and do not proceed.

### **Staff Recommendation**

Staff recommends approval of this project to provide rural internet access to all of unincorporated Richland County and all components required to implement it. Any funding source requiring an amendment would be brought back to Council for consideration.



**STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR RICHLAND COUNTY  
ORDINANCE NO. -08HR**

**AN ORDINANCE AUTHORIZING THE LEVYING OF AD VALOREM PROPERTY TAXES, WHICH, TOGETHER WITH THE PRIOR YEAR'S CARRYOVER AND OTHER STATE LEVIES AND ANY ADDITIONAL AMOUNT APPROPRIATED BY THE RICHLAND COUNTY COUNCIL PRIOR TO JULY 1, 2018, WILL PROVIDE SUFFICIENT REVENUES FOR THE OPERATIONS OF RICHLAND COUNTY GOVERNMENT DURING THE PERIOD FROM JULY 1, 2018, THROUGH JUNE 30, 2019.**

**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 1.** That a tax for the General Fund to cover the period from July 1, 2018 to June 30, 2019, both inclusive, is hereby levied upon all taxable property in Richland County, in a sufficient number of mills not to exceed sixty and four tenths (60.4) to be determined from the assessment of the property herein.

**SECTION 2.** That the additional taxes, besides that noted above in Section 1, to cover the period of July 1, 2018 to June 30, 2019, both inclusive, are hereby levied upon all taxable property in Richland County for the funds:

<u>NAME</u>	<u>MILLS</u>
General Fund Debt Service	11.1
Solid Waste - Landfill	3.4
Capital Replacement	3.5
Library	17.2
Mental Health	1.3
Riverbanks Zoo	1.4
Conservation Commission	0.5
Neighborhood Redevelopment	0.5

**SECTION 3.** That the additional taxes, besides that noted in Section 1 and 2, to cover the period from July 1, 2018 to June 30, 2019, both inclusive, are hereby levied upon all taxable property located within each of the following respective Special Tax Districts in Richland County for the following Funds:

<u>NAME</u>	<u>MILLS</u>
Fire Service - Operations	22.8
Fire Service - Debt Service	1.0
School District One - Operations	266.8
School District One - Debt Service	66.0
School District Two - Operations	331.6

School District Two - Debt Service	108.0
Recreation Commission - Operations	13.5
Recreation Commission - Debt Service	3.0
Midlands Technical College – Operations	3.7
Midlands Technical College - Capital & Debt Service	2.0
Riverbanks Zoo - Debt Service	1.0
Stormwater Management	3.4
East Richland Public Service District - Debt Service	6.0

**SECTION 4. Conflicting Ordinances Repealed.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION 5. Separability.** 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 6. Effective Date.** This Ordinance shall become effective

RICHLAND COUNTY COUNCIL

BY: Joyce Dickerson, Chair

FIRST READING:  
PUBLIC HEARING:  
SECOND READING:  
THIRD READING:



## Paul Brawley

### Richland County Auditor

2020 Hampton Street • P.O. Box 192 • Columbia, South Carolina • 29202  
Phone (803) 576-2614 • Fax (803) 576-2606 • BRAWLEY@RCGOV.US

September 26, 2018

The Honorable Joyce Dickerson  
Chairwoman  
Richland County Council  
2020 Hampton Street  
Columbia, SC 29204

Dear Chairwoman Dickerson:

I am transmitting to you and members of Council the calculated millage rates for 2018.

I have attached to this transmittal a proposed 2018 Millage Schedule for Council's approval. I have also included an impact of the proposed millage rates on a \$100K real property that is owner occupied and non-owner occupied and a \$20K automobile by tax district.

I look forward to answering any questions you and the Council Members may have on or before October 2, 2018.

Sincerely,

A handwritten signature in black ink that reads "Paul Brawley".

Paul Brawley  
Richland County Auditor

cc: County Administrator  
Finance Director  
Budget Director  
Clerk of Council

enclosures

**Tax Year 2018 Projected Millage Worksheet**

**Paul Brawley  
Richland County Auditor**

Agency	Total FY 19 Budget	Treasurer Carryforward	State Reimbursement	School	Net Taxes	Proj TY18 Millage	Non-Owner Occupied	T Mill Value	17 Millage	Millage Difference
							Mill Value			
<b>SD #1 plus LB</b>	<b>\$ 228,081,822</b>	\$ 4,477,389	\$ 5,827,377	\$ 52,361,056	\$ 165,416,000	266.8	620,000	849,000	257.6	9.2
<b>SD #2</b>	<b>\$ 152,286,785</b>		\$ 1,087,490	\$ 50,392,895	\$ 100,806,400	331.6	304,000	548,000	321.2	10.4
<b>SD #1 Bonds</b>	<b>\$ 70,263,292</b>	\$ 11,288,051	\$ 2,941,241		\$ 56,034,000	66.0		849,000	66.0	-
<b>SD #2 Bonds</b>	<b>\$ 72,349,021</b>	\$ 11,046,629	\$ 2,118,392		\$ 59,184,000	108.0		548,000	108.0	-
<b>Recreation</b>	<b>\$ 14,601,333</b>	\$ 67,768	\$ 426,065		\$ 14,107,500	13.5		1,045,000	13.1	0.4
<b>Rec Bonds</b>	<b>\$ 5,799,794</b>	\$ 2,489,054	\$ 175,740		\$ 3,135,000	3.0		1,045,000	3.0	-
<b>MTC</b>	<b>\$ 6,087,264</b>	\$ 97,349	\$ 188,315		\$ 5,801,600	3.7		1,565,000	3.6	0.1
<b>MTCC</b>	<b>\$ 3,177,870</b>	\$ 30,816	\$ 17,054		\$ 3,130,000	2.0		1,565,000	2.0	-
<b>Zoo Bonds</b>	<b>\$ 3,053,094</b>	\$ 1,393,448	\$ 94,646		\$ 1,565,000	1.0		1,565,000	1.0	-
<b>ERPSD Bonds</b>	<b>\$ 3,626,562</b>	\$ 2,155,937	\$ 114,625		\$ 1,356,000	6.0		226,000	6.0	-
<b>Storm</b>	<b>\$ 3,329,280</b>		\$ 140,080		\$ 3,189,200	3.4		938,000	3.4	-
<b>Fire Operating</b>	<b>\$ 24,057,328</b>	\$ 28,875	\$ 977,653		\$ 23,050,800	22.8		1,011,000	22.2	0.6
<b>Fire Bonds</b>	<b>\$ 1,266,209</b>	\$ 253,672	\$ 1,537		\$ 1,011,000	1.0		1,011,000	1.0	-
<b>General Fund</b>	<b>\$ 96,961,585</b>		\$ 2,435,585		\$ 94,526,000	60.4		1,565,000	58.8	1.6
<b>County Bonds</b>	<b>\$ 20,919,178</b>	\$ 2,623,817	\$ 923,861		\$ 17,371,500	11.1		1,565,000	11.1	-
<b>Library</b>	<b>\$ 27,855,839</b>	\$ 157,705	\$ 780,134		\$ 26,918,000	17.2		1,565,000	16.7	0.5
<b>MH</b>	<b>\$ 2,153,501</b>	\$ 12,881	\$ 106,120		\$ 2,034,500	1.3		1,565,000	1.3	-
<b>Zoo</b>	<b>\$ 2,300,241</b>	\$ 13,875	\$ 95,366		\$ 2,191,000	1.4		1,565,000	1.4	-
<b>Landfill</b>	<b>\$ 5,436,151</b>		\$ 115,151		\$ 5,321,000	3.4		1,565,000	3.3	0.1
<b>Conservation</b>	<b>\$ 797,277</b>		\$ 14,777		\$ 782,500	0.5		1,565,000	0.5	-
<b>Neighborhood</b>	<b>\$ 797,277</b>		\$ 14,777		\$ 782,500	0.5		1,565,000	0.5	-
<b>Capital</b>	<b>\$ 5,673,374</b>		\$ 195,874		\$ 5,477,500	3.5		1,565,000	3.5	-

**RICHLAND COUNTY  
2018 MILLAGE SCHEDULE**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	1AL	1CC	1CY	1ER	1FA	1TE	1LR 1UR	2AL	2CC	2DP 2SH	2ER	2FA	2TB	6CC	6TI	6UD
School Operating	266.8	266.8	266.8	266.8	266.8	266.8	266.8	331.6	331.6	331.6	331.6	331.6	331.6	256.9	256.9	256.9
School Bonds	66.0	66.0	66.0	66.0	66.0	66.0	66.0	108.0	108.0	108.0	108.0	108.0	108.0	52.5	52.5	52.5
Recreation Commission	13.5	-	13.5	13.5	13.5	13.5	13.5	13.5	-	13.5	13.5	13.5	13.5	-	13.5	13.5
Recreation Bonds	3.0	-	3.0	3.0	3.0	3.0	3.0	3.0	-	3.0	3.0	3.0	3.0	-	3.0	3.0
Midlands Technical College	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Riverbanks Zoo Bonds	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
East Richland PSD Bonds	6.0	-	-	6.0	6.0	-	-	6.0	-	-	6.0	6.0	-	-	-	-
Stormwater Management	3.4	-	-	3.4	3.4	-	3.4	3.4	-	3.4	3.4	3.4	-	-	-	3.4
Fire Service Operating	22.8	22.8	-	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8	22.8
Fire Service Bonds	-	-	-	1.0	1.0	1.0	1.0	-	-	1.0	1.0	1.0	1.0	-	-	1.0
<b>INDUSTRIAL LEVY</b>	<b>388.2</b>	<b>362.3</b>	<b>356.0</b>	<b>389.2</b>	<b>389.2</b>	<b>379.8</b>	<b>383.2</b>	<b>495.0</b>	<b>469.1</b>	<b>490.0</b>	<b>496.0</b>	<b>496.0</b>	<b>486.6</b>	<b>338.9</b>	<b>355.4</b>	<b>359.8</b>
County Operating	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4	60.4
County Bonds	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1	11.1
Library	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2	17.2
Mental Health	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
Riverbanks Zoo Operating	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Landfill	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4	3.4
Conservation Commission	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Neighborhood Redevelopment	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Capital Replacement	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
<b>COUNTY LEVY</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>	<b>99.3</b>
SUBTOTAL	487.5	461.6	455.3	488.5	488.5	479.1	482.5	594.3	568.4	589.3	595.3	595.3	585.9	438.2	454.7	459.1
MUNICIPAL LEVY	-	98.1	49.7	-	47.0	120.0	-	-	98.1	-	-	47.0	-	98.1	-	-
<b>TOTAL LEVY</b>	<b>487.5</b>	<b>559.7</b>	<b>505.0</b>	<b>488.5</b>	<b>535.5</b>	<b>599.1</b>	<b>482.5</b>	<b>594.3</b>	<b>666.5</b>	<b>589.3</b>	<b>595.3</b>	<b>642.3</b>	<b>585.9</b>	<b>536.3</b>	<b>454.7</b>	<b>459.1</b>
<b>LOST CREDIT FACTOR</b>	<b>0.001435</b>	<b>0.003577</b>	<b>0.001435</b>	<b>0.001435</b>	<b>0.002515</b>	<b>0.005907</b>	<b>0.001435</b>	<b>0.001435</b>	<b>0.003577</b>	<b>0.001435</b>	<b>0.001435</b>	<b>0.002515</b>	<b>0.001435</b>	<b>0.003577</b>	<b>0.001435</b>	<b>0.001435</b>

MUNICIPALITY	DIST.	LEVY	LOST	SCHOOL DISTRICT ONE		SCHOOL DISTRICT TWO	
City of Columbia	1CC	98.1	0.002142	1AL	Arcadia Lakes	2AL	Arcadia Lakes
	2CC	98.1	0.002142	1CC	City of Columbia	2CC	City of Columbia
	6CC	98.1	0.002142	1ER	East Richland Public SD	2DP	Dentsville/Pontiac Area (not ERPSD)
Forest Acres	1FA	47.0	0.001080	1FA	City of Forest Acres	2ER	East Richland Public Serv. Dis.
	2FA	47.0	0.001080	1LR	Lower Richland	2FA	City of Forest Acres
Eastover	1TE	120.0	0.004472	1TE	Town of Eastover	2TB	Town of Blythewood
City of Cayce	1CY	49.7	-	1UR	Urban & Rural Areas		
Blythewood	2TB	-	-	1CY	City of Cayce		
Town of Irmo	6TI	-	-			<b>SCHOOL DISTRICT SIX (LEX. #5)</b>	
County	-	-	0.001435			6CC	City of Columbia
						6TI	Town of Irmo
						6UD	Upper Dutch Fork

**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2018 Total Levy</b>		487.5	559.7	505.0	488.5	535.5	599.1	482.5	522.5
<b>2017 Total Levy</b>		475.0	547.6	491.1	475.0	522.0	585.6	469.0	509.3
<b>Net Change</b>		12.5	12.1	13.9	13.5	13.5	13.5	13.5	13.2
<b>Percentage Change</b>		2.6%	2.2%	2.8%	2.8%	2.6%	2.3%	2.9%	2.6%
<b>2018 Tax \$100,000 House</b>		\$ 1,950.00	\$ 2,238.80	\$ 2,020.00	\$ 1,954.00	\$ 2,142.00	\$ 2,396.40	\$ 1,930.00	\$ 2,090.17
<b>Less, Local Option Sales Tax</b>		\$ (143.50)	\$ (357.70)	\$ (143.50)	\$ (143.50)	\$ (251.50)	\$ (590.70)	\$ (143.50)	\$ (253.41)
<b>Less, School Operating Credit</b>		\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)	\$ (1,067.20)
<b>2018 Net Taxes</b>		\$ 739.30	\$ 813.90	\$ 809.30	\$ 743.30	\$ 823.30	\$ 738.50	\$ 719.30	\$ 769.56
<b>2017 Tax \$100,000 House</b>		\$ 723.10	\$ 792.60	\$ 787.50	\$ 723.10	\$ 803.10	\$ 718.30	\$ 699.10	\$ 749.54
<b>Tax Increase (Decrease)</b>		\$ 16.20	\$ 21.30	\$ 21.80	\$ 20.20	\$ 20.20	\$ 20.20	\$ 20.20	\$ 20.01
<b>Percentage Change</b>		2.2%	2.7%	2.8%	2.8%	2.5%	2.8%	2.9%	2.7%
<b>2019 Tax on \$20,000 Auto</b>		\$ 556.30	\$ 600.10	\$ 577.30	\$ 557.50	\$ 592.30	\$ 600.78	\$ 550.30	\$ 576.37
<b>2018 Tax on \$20,000 Auto</b>		\$ 540.70	\$ 583.64	\$ 560.02	\$ 540.70	\$ 575.50	\$ 583.98	\$ 533.50	\$ 559.72
<b>Tax Increase (Decrease)</b>		\$ 15.60	\$ 16.46	\$ 17.28	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.65
<b>Percentage Change</b>		2.9%	2.8%	3.1%	3.1%	2.9%	2.9%	3.1%	3.0%

1AL	Arcadia Lakes	1LR	Lower Richland
1CC	City of Columbia	1TE	Town of Eastover
1ER	East Richland Public SD	1UR	Urban & Rural Areas
1FA	City of Forest Acres	1CY	City of Cayce

**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2018 Total Levy</b>		594.3	666.5	589.3	595.3	642.3	585.9	612.3
<b>2017 Total Levy</b>		580.6	653.2	574.6	580.6	627.6	571.2	598.0
<b>Net Change</b>		13.7	13.3	14.7	14.7	14.7	14.7	14.3
<b>Percentage Change</b>		2.4%	2.0%	2.6%	2.5%	2.3%	2.6%	2.4%
<b>2018 Tax \$100,000 House</b>	\$	2,377.20	\$ 2,666.00	\$ 2,357.20	\$ 2,381.20	\$ 2,569.20	\$ 2,343.60	\$ 2,449.07
<b>Less, Local Option Sales Tax</b>	\$	(143.50)	\$ (357.70)	\$ (143.50)	\$ (143.50)	\$ (251.50)	\$ (143.50)	\$ (197.20)
<b>Less, School Operating Credit</b>	\$	(1,326.40)	\$ (1,326.40)	\$ (1,326.40)	\$ (1,326.40)	\$ (1,326.40)	\$ (1,326.40)	\$ (1,326.40)
<b>2018 Net Taxes</b>	\$	907.30	\$ 981.90	\$ 887.30	\$ 911.30	\$ 991.30	\$ 873.70	\$ 925.47
<b>2017 Tax \$100,000 House</b>	\$	891.10	\$ 960.60	\$ 867.10	\$ 891.10	\$ 971.10	\$ 853.50	\$ 905.75
<b>Tax Increase (Decrease)</b>	\$	16.20	\$ 21.30	\$ 20.20	\$ 20.20	\$ 20.20	\$ 20.20	\$ 19.72
<b>Percentage Change</b>		1.8%	2.2%	2.3%	2.3%	2.1%	2.4%	2.2%
<b>2019 Tax on \$20,000 Auto</b>	\$	684.46	\$ 728.26	\$ 678.46	\$ 685.66	\$ 720.46	\$ 674.38	\$ 695.28
<b>2018 Tax on \$20,000 Auto</b>	\$	667.42	\$ 710.36	\$ 660.22	\$ 667.42	\$ 702.22	\$ 656.14	\$ 677.30
<b>Tax Increase (Decrease)</b>	\$	17.04	\$ 17.90	\$ 18.24	\$ 18.24	\$ 18.24	\$ 18.24	\$ 17.98
<b>Percentage Change</b>		2.6%	2.5%	2.8%	2.7%	2.6%	2.8%	2.7%

2AL	Arcadia Lakes	2ER	East Richland Public SD
2CC	City of Columbia	2FA	City of Forest Acres
2DP	Dentsville Pontiac Area	2TB	Town of Blythewood
2SH	Sand Hills Area		

**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Residential Property  
Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
<b>2018 Total Levy</b>		536.3	454.7	459.1	483.4	548.8
<b>2017 Total Levy</b>		533.4	451.4	454.8	479.9	537.0
<b>Net Change</b>		2.9	3.3	4.3	3.5	11.8
<b>Percentage Change</b>		0.5%	0.7%	0.9%	0.7%	2.2%
<b>2018 Tax \$100,000 House</b>	\$	2,145.20	\$ 1,818.80	\$ 1,836.40	\$ 1,933.47	\$ 2,195.38
<b>Less, Local Option Sales Tax</b>	\$	(357.70)	\$ (143.50)	\$ (143.50)	\$ (214.90)	\$ (225.11)
<b>Less, School Operating Credit</b>	\$	(1,027.60)	\$ (1,027.60)	\$ (1,027.60)	\$ (1,027.60)	\$ (1,156.98)
<b>2018 Net Taxes</b>	\$	759.90	\$ 647.70	\$ 665.30	\$ 690.97	\$ 813.29
<b>2017 Tax \$100,000 House</b>	\$	738.60	\$ 631.50	\$ 645.10	\$ 671.73	\$ 793.53
<b>Tax Increase (Decrease)</b>	\$	21.30	\$ 16.20	\$ 20.20	\$ 19.23	\$ 19.76
<b>Percentage Change</b>		2.9%	2.6%	3.1%	2.9%	2.5%
<b>2019 Tax on \$20,000 Auto</b>	\$	572.02	\$ 516.94	\$ 522.22	\$ 537.06	\$ 613.59
<b>2018 Tax on \$20,000 Auto</b>	\$	566.60	\$ 512.38	\$ 516.46	\$ 531.81	\$ 598.58
<b>Tax Increase (Decrease)</b>	\$	5.42	\$ 4.56	\$ 5.76	\$ 5.25	\$ 15.01
<b>Percentage Change</b>		1.0%	0.9%	1.1%	1.0%	2.5%

6CC            *City of Columbia*  
6TI            *Town of Irmo*  
6UD            *Upper Dutch Fork*



**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>1AL</u>	<u>1CC</u>	<u>1CY</u>	<u>1ER</u>	<u>1FA</u>	<u>1TE</u>	<u>1LR</u> <u>1UR</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2018 Total Levy</b>		487.5	559.7	505.0	488.5	535.5	599.1	482.5	522.5
<b>2017 Total Levy</b>		475.0	547.6	491.1	475.0	522.0	585.6	469.0	509.3
<b>Net Change</b>		12.5	12.1	13.9	13.5	13.5	13.5	13.5	13.2
<b>Percentage Change</b>		2.6%	2.2%	2.8%	2.8%	2.6%	2.3%	2.9%	2.6%
<b>2018 Tax \$100,000 House</b>		\$ 2,925.00	\$ 3,358.20	\$ 3,030.00	\$ 2,931.00	\$ 3,213.00	\$ 3,594.60	\$ 2,895.00	\$ 3,135.26
<b>Less, Local Option Sales Tax</b>		\$ (143.50)	\$ (357.70)	\$ (143.50)	\$ (143.50)	\$ (251.50)	\$ (590.70)	\$ (143.50)	\$ (253.41)
<b>2018 Net Taxes</b>		\$ 2,781.50	\$ 3,000.50	\$ 2,886.50	\$ 2,787.50	\$ 2,961.50	\$ 3,003.90	\$ 2,751.50	\$ 2,881.84
<b>2017 Tax \$100,000 House</b>		\$ 2,703.50	\$ 2,918.20	\$ 2,800.10	\$ 2,703.50	\$ 2,877.50	\$ 2,919.90	\$ 2,667.50	\$ 2,798.60
<b>Tax Increase (Decrease)</b>		\$ 78.00	\$ 82.30	\$ 86.40	\$ 84.00	\$ 84.00	\$ 84.00	\$ 84.00	\$ 83.24
<b>Percentage Change</b>		2.9%	2.8%	3.1%	3.1%	2.9%	2.9%	3.1%	3.0%
<b>2019 Tax on \$20,000 Auto</b>		\$ 556.30	\$ 600.10	\$ 577.30	\$ 557.50	\$ 592.30	\$ 600.78	\$ 550.30	\$ 576.37
<b>2018 Tax on \$20,000 Auto</b>		\$ 540.70	\$ 583.64	\$ 560.02	\$ 540.70	\$ 575.50	\$ 583.98	\$ 533.50	\$ 559.72
<b>Tax Increase (Decrease)</b>		\$ 15.60	\$ 16.46	\$ 17.28	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.80	\$ 16.65
<b>Percentage Change</b>		2.9%	2.8%	3.1%	3.1%	2.9%	2.9%	3.1%	3.0%

1AL Arcadia Lakes  
 1CC City of Columbia  
 1ER East Richland Public SD  
 1FA City of Forest Acres

1LR Lower Richland  
 1TE Town of Eastover  
 1UR Urban & Rural Areas  
 1CY City of Cayce

**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>2AL</u>	<u>2CC</u>	<u>2SH</u> <u>2DP</u>	<u>2ER</u>	<u>2FA</u>	<u>2TB</u>	<u>DISTRICT</u> <u>AVERAGE</u>
<b>2018 Total Levy</b>		594.3	666.5	589.3	595.3	642.3	585.9	612.3
<b>2017 Total Levy</b>		580.6	653.2	574.6	580.6	627.6	571.2	598.0
<b>Net Change</b>		13.7	13.3	14.7	14.7	14.7	14.7	14.3
<b>Percentage Change</b>		2.4%	2.0%	2.6%	2.5%	2.3%	2.6%	2.4%
<b>2018 Tax \$100,000 House</b>	\$	3,565.80	\$ 3,999.00	\$ 3,535.80	\$ 3,571.80	\$ 3,853.80	\$ 3,515.40	\$ 3,673.60
<b>Less, Local Option Sales Tax</b>	\$	(143.50)	\$ (357.70)	\$ (143.50)	\$ (143.50)	\$ (251.50)	\$ (143.50)	\$ (197.20)
<b>2018 Net Taxes</b>	\$	3,422.30	\$ 3,641.30	\$ 3,392.30	\$ 3,428.30	\$ 3,602.30	\$ 3,371.90	\$ 3,476.40
<b>2017 Tax \$100,000 House</b>	\$	3,337.10	\$ 3,551.80	\$ 3,301.10	\$ 3,337.10	\$ 3,511.10	\$ 3,280.70	\$ 3,386.48
<b>Tax Increase (Decrease)</b>	\$	85.20	\$ 89.50	\$ 91.20	\$ 91.20	\$ 91.20	\$ 91.20	\$ 89.92
<b>Percentage Change</b>		2.6%	2.5%	2.8%	2.7%	2.6%	2.8%	2.7%
<b>2019 Tax on \$20,000 Auto</b>	\$	684.46	\$ 728.26	\$ 678.46	\$ 685.66	\$ 720.46	\$ 674.38	\$ 695.28
<b>2018 Tax on \$20,000 Auto</b>	\$	667.42	\$ 710.36	\$ 660.22	\$ 667.42	\$ 702.22	\$ 656.14	\$ 677.30
<b>Tax Increase (Decrease)</b>	\$	17.04	\$ 17.90	\$ 18.24	\$ 18.24	\$ 18.24	\$ 18.24	\$ 17.98
<b>Percentage Change</b>		2.6%	2.5%	2.8%	2.7%	2.6%	2.8%	2.7%

2AL Arcadia Lakes  
 2CC City of Columbia  
 2DP Dentsville Pontiac Area  
 2SH Sand Hills Area

2ER East Richland Public SD  
 2FA City of Forest Acres  
 2TB Town of Blythewood

**RICHLAND COUNTY  
2018 MILLAGE AND TAX SCHEDULE**

**Commercial Property  
Non-Owner Occupied 100K**

**PAUL BRAWLEY  
RICHLAND COUNTY AUDITOR**

	<u>DISTRICT</u>	<u>6CC</u>	<u>6TI</u>	<u>6UD</u>	<u>DISTRICT AVERAGE</u>	<u>COUNTY AVERAGE</u>
2018 Total Levy		536.3	454.7	459.1	483.4	548.8
2017 Total Levy		533.4	451.4	454.8	479.9	537.0
Net Change		2.9	3.3	4.3	3.5	11.8
<b>Percentage Change</b>		0.5%	0.7%	0.9%	0.7%	2.2%
2018 Tax \$100,000 House	\$	3,217.80	\$ 2,728.20	\$ 2,754.60	\$ 2,900.20	\$ 3,293.06
Less, Local Option Sales Tax	\$	(357.70)	\$ (143.50)	\$ (143.50)	\$ (214.90)	\$ (225.11)
2018 Net Taxes	\$	2,860.10	\$ 2,584.70	\$ 2,611.10	\$ 2,685.30	\$ 3,067.95
2017 Tax \$100,000 House	\$	2,833.00	\$ 2,561.90	\$ 2,582.30	\$ 2,659.07	\$ 2,992.89
Tax Increase (Decrease)	\$	27.10	\$ 22.80	\$ 28.80	\$ 26.23	\$ 75.06
<b>Percentage Change</b>		1.0%	0.9%	1.1%	1.0%	2.5%
2019 Tax on \$20,000 Auto	\$	572.02	\$ 516.94	\$ 522.22	\$ 537.06	\$ 613.59
2018 Tax on \$20,000 Auto	\$	566.60	\$ 512.38	\$ 516.46	\$ 531.81	\$ 598.58
Tax Increase (Decrease)	\$	5.42	\$ 4.56	\$ 5.76	\$ 5.25	\$ 15.01
<b>Percentage Change</b>		1.0%	0.9%	1.1%	1.0%	2.5%

6CC           City of Columbia  
6TI           Town of Irmo  
6UD           Upper Dutch Fork

## 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: October 2, 2018 {Tentative}  
Public Hearing: October 2, 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

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: February 6, 2018  
Second Reading: February 20, 2018  
Public Hearing: October 2, 2018  
Third Reading: October 2, 2018

**EXHIBIT A**  
**FORM OF FEE AGREEMENT**



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

**BETWEEN**

**FN AMERICA, LLC**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF OCTOBER 2, 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
<b>Sponsor Name</b>	<b>FN America, LLC</b>	
<b>Project Location</b>	<b>797 Old Clemson Road, Columbia, SC 29229</b>	
<b>Tax Map No.</b>	R25800-07-01	
<b>FILOT</b>		
<ul style="list-style-type: none"> <li>• Phase Exemption Period</li> </ul>	30 years	
<ul style="list-style-type: none"> <li>• Contract Minimum Investment Requirement</li> </ul>	\$10,000,000	
<ul style="list-style-type: none"> <li>• Investment Period</li> </ul>	5 years	
<ul style="list-style-type: none"> <li>• Assessment Ratio</li> </ul>	6%	
<ul style="list-style-type: none"> <li>• Millage Rate</li> </ul>	574.6 mills (lowest allowable)	
<ul style="list-style-type: none"> <li>• Fixed or Five-Year Adjustable Millage</li> </ul>	Fixed	
<ul style="list-style-type: none"> <li>• Claw Back Information</li> </ul>	Terminate and clawback if investment does not reach the Act Minimum Investment Requirement	
<b>Multicounty Park</b>	I-77 Corridor Regional Industrial Park	
<b>Other Information</b>	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 October 2, 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 October 2, 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 29<sup>th</sup> 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 (d) 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 (each, a “**Claim**”).

(b) In the event the County resists or defends against any Claim, the Sponsor is entitled to use counsel of its choice, subject to approval by the County, which approval shall not be unreasonably withheld, conditioned or delayed, and the Sponsor shall reimburse the County for all of its reasonable costs, including reasonable attorneys’ fees, incurred in connection with the response to or defense against such Claim. The County shall provide, on a monthly basis, a statement of all such costs incurred in the response or defense during such month, and the Sponsor shall pay the County within 30 days of receipt of the statement, together with reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide the portions of any such documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Sponsor to resist or defend against any Claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such Claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such Claim without the consent of that Indemnified Party.

(d) 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 (i) occasioned by the acts of any 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 any 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 Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any Claim, 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.

(f) Notwithstanding anything in this Fee Agreement to the contrary, Sponsor’s obligation to indemnify and save any Indemnified Party harmless against and from any Claim, and to pay the costs, or reimburse the County for costs, arising from any such Claim shall at no time during the term of this Fee Agreement exceed the savings theretofore received by the Sponsor as a result of the FILOT Payments arrangement set forth herein.

**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 expressly stated in the Fee Agreement to survive termination, shall 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**

**Tract No. 1:**

All that certain piece, parcel or tract of land, containing 23.99 acres, more or less, together with any improvements thereon, situate, lying and being on the southeastern side of U.S. Highway #1, North of the City of Columbia, in the County of Richland, State of South Carolina. Said tract being more particularly shown and designated as 23.99 acres on a plat of property of F. N. Manufacturing, Inc., prepared by Enwright Associates, Inc., dated February 22 1979, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book Y at Page 3722. The aforesaid plat is made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

Being further described as:

All that certain piece, parcel or tract of land, containing 24.629 acres, more or less, together with any improvements thereon, situate, lying and being on the southeastern side of U.S. Highway #1, North of the City of Columbia, in the County of Richland, State of South Carolina. Said tract being more particularly shown and designated as 24.629 acres on a plat of property of F. N. Manufacturing, Inc., prepared by Enwright Associates, Inc., dated April 3 1980, and recorded in the Office of the Register of Mesne Conveyances for Richland County in Plat Book Y at Page 7574, and as 24.61 acres on a plat prepared by United Design Services, dated March 5, 1990, and recorded in such Office in Plat Book 52 at Page 9781. The aforesaid plats are made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

**LESS AND EXCEPTING FROM TRACT NO. 1:**

All that certain piece, parcel or lot of land designated as "0.275 ACRE TMS 25800-07-01 (POR)" on that plat prepared for FN Manufacturing, Inc. by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E & S, Inc., dated May 4, 2015 and recorded May 20, 2015 in the Office of the Register of Deeds for Richland County in Plat Book 2029 at Page 783.

**Tract No. 2:**

All that certain piece, parcel or tract of land located in the County of Richland, State of South Carolina, designated as Parcel A, containing 22.027 acres or 959,481 square feet, shown on boundary survey prepared for F. N. Manufacturing, Inc., prepared by B. P. Barber & Associates, Inc. and dated October 10, 2006, last revised November 28, 2007 and recorded November 29, 2007 in the Office of the Register of Deeds for Richland County in Book 1379 at Page 2199 and having the following metes and bounds legal description:

BEGINNING at a 5/8" rebar found on property now or formerly of Richland County District Two and running in a northwesterly direction N48°40'32"W a distance of 299.95 feet being the tieline to a 1/2" pinched pipe found, said 1/2" pinched pipe being the point and place of Beginning; thence running along Old Clemson Road (S-40-52) in a northwesterly direction N48°48'23"W a distance of 2,073.45 feet to a 5/8" rebar set; thence N42°44'39"W a chord bearing distance of

378.06 feet to a 5/8" rebar set; thence N36°40'55"W a distance of 65.31 feet to a 5/8" rebar set; thence turning and running in a northeasterly direction N51°54'43"E a chord bearing distance of 53.36 feet to a 5/8" rebar set; thence turning and running along Clemson Road Extension (S-40-52) in a southeasterly direction S33°06'58"E a distance of 231.23 feet to a 5/8" rebar set; thence S63°30'00"E a chord bearing distance of 594.26 feet to a 5/8" rebar set; thence running in a northeasterly direction N86°06'58"E a distance of 302.82 feet to a 5/8" rebar set; thence running in a southeasterly direction S70°50'50"E a chord bearing distance of 554.51 feet to a 5/8" rebar set; thence turning and running in a southwesterly direction S42°11'23"W a distance of 15.00 feet to a 5/8" rebar set; thence in a southeasterly direction S47°15'04"E a chord bearing distance of 13.54 feet to a 5/8" rebar set; thence S46°41'30"E a distance of 194.17 feet to a 5/8" rebar set; thence S45°32'50"E a distance of 771.77 feet to 5/8" rebar found; thence turning and running along property now or formerly Richland County School District Two in a southwesterly direction S41°10'11"W a distance of 550.37 feet to a 1/2" pinched pipe found being the point and place of Beginning.

**Tract No. 3:**

All that certain piece, parcel or tract of land located in the County of Richland, State of South Carolina, designated as Parcel B, containing 4.336 Acres of 188,855 square feet, shown on boundary survey prepared for F. N. Manufacturing, Inc., prepared by Henry Dingle, Jr., S.C.P.L.S. No. 10289, B. P. Barber & Associates, Inc. and dated October 10, 2006, last revised November 28, 2007 and recorded November 29, 2007 in the Office of the Register of Deeds for Richland County in Book 1379, at Page 2199 and having the following metes and bounds legal description:

BEGINNING at a 5/8" rebar found on property now or formerly of Richland County District Two and running in a northwesterly direction N48°40'32"W a distance of 299.95 feet being the tieline to a 1/2" pinched pipe found, said 1/2" pinched pipe being the point and place of Beginning; thence turning and running in a southwesterly direction S41°11'37"W a distance of 120.00 feet to a 3/4" pinched pipe found; thence turning and running in a northwesterly direction N48°48'23"W a distance of 1,119.91 feet to a 5/8" rebar set; thence S42°44'39"E a chord bearing distance of 403.41 feet to a 1" pipe found; thence N36°40'55"W a distance of 58.65 feet to a 5/8" rebar set; thence turning and running in a northeasterly direction N49°02'03"E a distance of 6.00 feet to a 5/8" rebar set; thence N50°12'02"E a chord bearing distance of 114.19 feet to a 5/8" rebar set; thence turning and running in a southeasterly direction S36°40'55"E a distance of 65.31 feet to a 5/8" rebar set; thence S42°44'39"E a chord bearing distance of 378.06 feet to a 5/8" rebar set; thence S48°48'23"E a distance of 1,119.91 feet to a 5/8" rebar set, said 5/8" rebar being the point and place of Beginning.

**Tract No. 4:**

All that certain piece, parcel or lot of land situate, lying and being in the County of Richland, State of South Carolina, located on the southeasterly side of Two Notch Road (U.S. Hwy. No. 1), containing 0.275 acre and being more fully shown and designated as "0.275 acre TMS#25800-07-01 (POR)" on a plat prepared for FN Manufacturing, Inc. by Larry W. Smith, S.C.P.L.S. No. 3724, Associated E & S, Inc., dated May 4, 2015 and recorded May 20, 2015 in the Office of the ROD for Richland County in Plat Book 2029 at Page 783. The aforesaid plat is made a part of this description and reference thereto is craved for specific metes and bounds as shown thereon.

**DERIVATION:**

**As To Tract No. 1 and Tract No. 4:**

Deed of Richland County, a body politic and corporate of the State of South Carolina to F. N. Manufacturing, Inc., dated March 20, 1990 and recorded March 22, 1990 in Deed Book D-972 at Page 316 in the Office of the Register of Mesne Conveyances for Richland County.

Also With:

Deed of Richland County, a body politic and corporate of the State of South Carolina to F. N. Manufacturing, Inc., dated March 20, 1990 and recorded March 22, 1990 in Deed Book D-972 at Page 319 in the Office of the Register of Mesne Conveyances for Richland County.

**As To Tract No. 2 and Tract No. 3:**

Deed of The County of Richland, South Carolina, (f/k/a Board of Commissioners of Richland County, South Carolina) a political subdivision of the State of South Carolina to FN Manufacturing, LLC, a Delaware limited liability company, dated January 4, 2008 and recorded January 10, 2008 in Book 1391 at Page 2143 in the Office of the Register of Deeds for Richland County.

**TAX MAP NO.:** TMS# 25800-07-01 (**Tract No. 1**)  
TMS# 25803-01-01 (**Tract No. 2**)  
TMS# 22915-02-01 (**Tract No. 3**)  
TMS# 22915-02-02 (**Tract No. 4**)

**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 July 10, 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

\_\_\_\_\_  
FN America, LLC  
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**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010,  
RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY  
PRACTICES CONCERNING ECONOMIC DEVELOPMENT  
PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 (“Prior Resolution”), which requires companies receiving economic development incentives from Richland County, South Carolina (“County”) to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County’s requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.


**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
\_\_\_\_\_  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
\_\_\_\_\_  
Clerk to County Council

## Richland County Council Request for Action

**Subject:**

Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax agreement by and between Richland County, South Carolina and Project Monopoly to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; the execution and delivery of a purchase and option agreement; the transfer of approximately 15 acres of real property located in Richland County; the granting of an option on an additional approximately 15 acres of adjacent real property; and other related matters

**Notes:**

First Reading: July 24, 2018

Second Reading: October 2, 2018 {Tentative}

Third Reading: October 16, 2018 {Tentative}

Public Hearing: October 2, 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* TAX AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND PROJECT MONOPOLY TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; THE EXECUTION AND DELIVERY OF A PURCHASE AND OPTION AGREEMENT; THE TRANSFER OF APPROXIMATELY 15 ACRES OF REAL PROPERTY LOCATED IN RICHLAND COUNTY; THE GRANTING OF AN OPTION ON AN ADDITIONAL APPROXIMATELY 15 ACRES OF ADJACENT REAL PROPERTY; 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 under the name the “I-77 Corridor Regional Industrial Park” (“Park”);

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments derived from economic development property 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 (“Infrastructure”);

WHEREAS, Project Monopoly, (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$19,300,000 and the creation of 25 new, full-time jobs, all within five year of the commencement of operations; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into (1) 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 (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and (2) a Purchase and Option Agreement in the form attached hereto as Exhibit B (the “Purchase Agreement”), pursuant to which the County will transfer for a consideration of \$100.00 approximately 15 acres of land (but not

exceeding 20 acres) to the Sponsor (the “Property”) and grant an option to purchase for an additional approximately 15 acres of land (but not exceeding 20 acres) adjacent to the Property for the consideration and upon the terms described therein (the “Option Property”).

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, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, 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.

**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 location of the Project in the Park boundaries is ratified and confirmed. 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 (if any) to affirm the Park boundaries.

**Section 4. *Real Property Considerations.*** The Chair (and his designated appointees) is authorized and directed, in the name of and on behalf of the County, to execute and deliver the Purchase Agreement attached hereto as Exhibit B and to take such further actions as may be necessary, including the approval of a survey establishing the boundaries of the Property and Option Property, the execution of a limited warranty deed and other closing documents to accomplish the transfer of, and improvements to, the Property, the granting of an option on the Option Property, and the inducement of Project Monopoly to locate in the County.

**Section 5. *Grant Acceptance and Administration.*** To the extent the County receives any third-party grant funds related to the Project, the County agrees to accept and administer those funds for the Project’s benefit according to any documents governing the receipt and expenditure of the grant funds.

**Section 6. *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 7. *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 8. *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 9. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk of Council, Richland County Council

First Reading: July 24, 2018  
Second Reading: October 2, 2018  
Public Hearing:  
Third Reading:



**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

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

**BETWEEN**

**PROJECT MONOPOLY**

**AND**

**RICHLAND COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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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.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>		
<b>Project Location</b>		
<b>Tax Map No.</b>		
<b>FILOT</b>		
• Phase Exemption Period	30 years	
• Investment Commitment	\$19,300,000 total; \$18,500,000 taxable of which \$4,250,000 in taxable real estate	
• Jobs Commitment	25	
• Investment Period	5 years	
• Assessment Ratio:	6%	
• Millage Rate	469	
• Fixed or Five-Year Adjustable millage:	Fixed	
• Claw Back information	Statutory	
<b>Multicounty Park</b>	Yes – I-77 Corridor Regional Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	50% years 1-30	
• Credit Term	30 years	
• Claw Back information:	Pro-rata clawback	
<b>Other information</b>		

**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 [DATE], 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 Project Monopoly, a corporation organized and existing under the laws of the State of Delaware (“*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) Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits (“*Infrastructure Credit*”) against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise (collectively, “*Infrastructure*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$18,500,000 and the creation of 25 new, full-time jobs;

(d) By an ordinance enacted on [DATE], County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility in the County.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, 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, Infrastructure Credits or other incentives 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.

“**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 Commencement Date is expected to be December 31, 2020.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$18,500,000. At least \$4,250,000 of such taxable investment will be in taxable real estate or real estate improvements (including the value of Real Property) (the “**Real Estate Investment Requirement**”).

“**Contract Minimum Jobs Requirement**” means not less than 25 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**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.

“**Credit Term**” means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

“**Department**” means the South Carolina Department of Revenue.

“**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 4.4 of this Fee Agreement; (ii) a casualty as described in Section 4.5 of this Fee Agreement; or (iii) a condemnation as described in Section 4.6 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 5.1 of this Fee Agreement.

“**FILOT Payments**” means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

“**Fee Agreement**” means this Fee Agreement.

“**Fee Term**” means the period from the effective date of this Fee Agreement until the Final Termination Date.

“**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, 2055, the Final Termination Date is expected to be January 15, 2056, 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.

“**Infrastructure**” means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

“**Infrastructure Credit**” means the credit provided to the Sponsor pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 4.2 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

“**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, 2025.

“**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 multicounty industrial or business park governed by the I-77 Corridor Regional Industrial Park, dated as of \_\_\_\_\_, between the County and Fairfield County, South Carolina.

“**Net FILOT Payment**” means the FILOT Payment net of the Infrastructure Credit.

“**Non-Qualifying Property**” means that portion of the Project which is not Economic Development Property.

“**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 29<sup>th</sup> 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.

“**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 4.4 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.5(c) or Section 4.6(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 Project Monopoly 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 or job creation 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, in cash or in kind, 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 July 24, 2018, by adopting an Inducement Resolution, as defined in the Act.

(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 a manufacturing facility, 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 and the Contract Minimum Jobs Requirement.

(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 instrumental in inducing 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 and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2020. 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, 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, 2021, 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 January 5, 2011, 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)/[determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by

- (iii) A fixed millage rate equal to 469 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, 20\_\_\_\_.

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 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. In the tax 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 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[, or any Sponsor Affiliate,] 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, and any Sponsor Affiliate, 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 ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce the FILOT Payments due and owing from the Sponsor

to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit D. In no event may the Sponsor’s aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable (“Credit Term”), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment, calculated in accordance with Exhibit D. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

**Section 5.2. Reserved.**

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit E, then the Sponsor is subject to the claw backs as described in Exhibit E. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit E is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the Company 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 and Exhibit E survives termination of this Fee Agreement.

**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, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) 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 seek 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 notice, 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. The Sponsor may request any County officials or other representatives of the County to execute its standard confidentiality agreement in case of a visit by such persons to the Project.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) 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, but only to the extent incurred as a result of a default by the Sponsor under the provisions of this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything herein to the contrary, the Sponsor 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 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. The Sponsor’s liability hereunder shall not exceed a total amount of \$50,000.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement 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 [or the Sponsor Affiliate] is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year over the same piece of Economic Development Property. The Sponsor [ or any Sponsor Affiliate] 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 the Administration Expenses in the amount of not exceeding \$3,500. 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:**

□

**WITH A COPY TO (does not constitute notice):**

Nelson Mullins Riley & Scarborough, LLP  
Attn: Edward G. Kluiters  
1320 Main Street, 17th Floor (29201)  
PO Box 11070  
Columbia, SC 29211

**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 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 in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor [(in addition to the Infrastructure Credit explicitly provided for above)] 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]*

**[PROJECT/SPONSOR NAME]**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

[TO BE PROVIDED BY SURVEY]

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [] (“Fee Agreement”), between Richland County, South Carolina (“County”) and [] (“Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] 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

\_\_\_\_\_  
Name of Entity  
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**

**A RESOLUTION TO AMEND THE DECEMBER 21, 2010, RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING ECONOMIC DEVELOPMENT PROJECTS IN RICHLAND COUNTY**

WHEREAS, Richland County Council adopted a resolution dated as of December 21, 2010 ("Prior Resolution"), which requires companies receiving economic development incentives from Richland County, South Carolina ("County") to submit annual reports to the Richland County Economic Development Office; and

WHEREAS, the County desires to make the form of the annual reports submitted by such companies uniform in order to make the substantive information contained in the annual reports more easily tracked and documented by the Richland County Economic Development Office.

NOW, THEREFORE, BE IT RESOLVED by Richland County Council as follows:

**Section 1.** The County affirms that each company awarded an incentive by the County in exchange for the location or expansion of a facility or facilities within the County shall submit an annual report to the Richland County Economic Development Office by January 31 of each year throughout the term of the incentives.

**Section 2.** The Richland County Economic Development Office is authorized to create (and from time to time, if necessary, amend or recreate) and make available the form of the annual report; however, such form, shall require, at a minimum, the following information:

- a. Name of company;
- b. Cumulative capital investment (less any removed investment) to date as a result of the project;
- c. Net jobs created to date as a result of the project;

**Section 3.** A copy of the then-current form of the annual report may be obtained from the following address. The annual report shall likewise be submitted to the following address by the required date.

Richland County Economic Development Office  
Attention: Kim Mann  
1201 Main Street, Suite 910  
Columbia, SC 29201

**Section 4.** This Resolution amends the Prior Resolution and sets forth the County's requirements with respect to the annual reports to be submitted by each company awarded an incentive by the County as described in Section 1.

**Section 5.** The substance of this Resolution shall be incorporated into the agreement between the County and each company with respect to the incentives granted by the County to the company.

**Section 6.** In the event that any company shall fail to submit an annual report, or any portion thereof, such company may be required to return all incentives, or a dollar amount equal thereof, to the County. Such incentives, or the dollar amount equal thereto, shall be paid to the County within 60 days after the date upon which the information was originally due.

RESOLVED: December 12 2017

RICHLAND COUNTY, SOUTH CAROLINA

  
Chair, Richland County Council

(SEAL)  
ATTEST:

  
Clerk to County Council

**EXHIBIT D**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

Commencing with the first fee in lieu of tax payment for the property tax year after the project is first placed in service, the Sponsor and any Sponsor Affiliates shall be entitled to an Infrastructure Credit equal to 50% per year against the entire amount of the FILOT Payment for the term of the Fee Agreement.

**EXHIBIT E**  
**DESCRIPTION OF CLAW BACK**

**Repayment Amount = Total Dollar Amount of Infrastructure Credit Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]**

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

*For example, and by way of example only, if the County granted \$100,000 in Infrastructure Credits, and \$10,000,000 had been invested at the Project and 30 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 30/[Contract Minimum Jobs Requirement] = 100%*

*Investment Achievement Percentage = \$10,000,000/[\$Contract Minimum Investment Requirement] = 54%*

*Overall Achievement Percentage = (100% + 54%)/2 = 77%*

*Claw Back Percentage = 100% - 77% = 23%*

*Repayment Amount = \$100,000 x 23% = \$23,000*

With respect to a shortfall in the amount of the Real Estate Investment Requirement, if the Company fails to meet the Real Estate Investment Requirement, which shall be determined independently of the previously described calculation, the Company shall be required to pay the shortfall in FILOT Payments caused by such failure (after application of the incentives provided herein, including the Infrastructure Credit).

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit E within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit E survives termination of this Fee Agreement.

**EXHIBIT B**

**FORM OF PURCHASE AND OPTION AGREEMENT**

~#4829-5219-9790 v.1~

## PURCHASE AND OPTION AGREEMENT

This Purchase and Option Agreement (“Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between RICHLAND COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina, hereinafter called the Seller, and PROJECT MONOPOLY, a Delaware corporation, hereinafter called the Buyer.

WITNESSETH: that for and in consideration of the sum of One Hundred Dollars (\$100.00) (the “Purchase Price”) and the conditions and terms hereinafter mentioned, the Seller agrees to sell and the Buyer agrees to buy the following described property:

See attached Exhibit A (the "Property").

Tax Map No. R16100-02-06; R16100-02-21; and portion of R16100-02-02.

### 1. **Buyer’s Rights Prior to Closing - Inspection Period.**

(a) The last date of the execution of this Agreement evidenced by the date beneath the signature of each party shall be deemed the “Effective Date” of the Agreement and the period following the Effective Date up until the Closing date (such period being herein referred to as the “Inspection Period”), the Buyer, its authorized agents, contractors and employees, as well as others authorized by the Buyer, shall have full and complete access to the Property, and shall be entitled to enter upon the Property and make such surveying, architectural, engineering, structural, mechanical (including plumbing, HVAC and electrical), topographical, geological, geotechnical, soil, subsurface, environmental, water drainage, and other investigations, inspections, evaluations, studies, tests and measurements (collectively, the “Investigations”) as the Buyer deems reasonably necessary or advisable so long as same do not result in any material adverse change to the physical characteristics of the Property, unless otherwise agreed to in writing by Seller which agreement shall not be unreasonably withheld, delayed or conditioned. Buyer agrees to indemnify and hold Seller harmless from and against any and all claims, reasonable costs, expenses actually incurred and liabilities including reasonable attorneys’ fees to the extent caused by Buyer's efforts in undertaking the Investigations; provided, however, the mere discovery and reporting of defects or conditions shall not trigger the aforesaid indemnity. Any disturbance to the Property caused by the Investigations shall be repaired to a substantially similar condition that existed prior to the “Effective Date” in the event Buyer fails to close, or terminates this Agreement. Within five (5) days of the Effective Date Seller shall provide Buyer with copies (in an electronic format where available) of all reports pertaining to the Property in Seller’s possession including but not limited to title policies, land surveys, geotechnical reports, hydrographic surveys, zoning information, appraisals (MAI and otherwise), relating to the ownership of the Property, Seller may have in Seller’s possession relating to the Property.

(b) At any time prior to the expiration of the Inspection Period the Buyer shall have the right to terminate this Agreement for any reason or for no reason, at its sole discretion. If the Buyer elects to terminate pursuant to this paragraph, Buyer shall give written notice of such termination to the Seller prior to the expiration of the Inspection Period. Upon such termination, neither party shall

have any further rights or obligations hereunder except for any obligations of the Buyer under Section 1.a. above.

(c) To the extent that Buyer's inspections identify conditions which require additional inspections, sampling, testing, etc., at any time prior to the expiration of the Inspection Period, Buyer shall have the right to request and Seller shall grant to Buyer an additional sixty (60) days in order to perform such additional testing, sampling and inspections and such extended period shall be deemed a continuation of the Inspection Period.

## 2. Seller Covenants.

(a) Seller shall keep the Property in its present state of repair up to the Closing. The Seller hereby covenants and agrees to convey the Property to the Buyer, its successors or assigns in fee simple by limited warranty deed, free from all defects and encumbrances to the Buyer. Seller shall pay for Seller's attorney's fees, preparation of deed fees and all costs necessary to satisfy any liens imposed upon the Property and deliver marketable title, including recording of satisfactions. Buyer shall pay Seller the Purchase Price at closing and be responsible for all other Closing costs. Buyer and Seller agree that the fair market value of the Property is established at \$245,000 for purposes of transfer taxes and taxation and/or fee in-lieu-of taxes.

(b) Seller and Buyer shall agree on a survey establishing the exact boundaries of the Property and the Option Property (as defined herein) prior to Closing.

3. Seller Covenants, Representations and Warranties. Seller makes the following covenants, representations and warranties, each of which is material and relied upon by Buyer:

(a) Seller is the sole owner of good, fee simple, unencumbered, marketable, and insurable title to all of the Property, subject only to the liens and encumbrances expressly stated in this Agreement.

(b) Except as expressly stated in this Agreement, there are no encroachments, easements, or rights-of-way on, over, under, or across the Property or any part of it which are not of record.

(c) No part of the Property is subject to any unrecorded building or use restrictions or any unrecorded easements or rights-of-way except as disclosed in this Agreement.

(d) To the best of Seller's knowledge, there are no violations of any rule, regulation, code, resolution, ordinance, statute, or law involving the use, maintenance, operation, or condition of the Property.

(e) With respect to the Property, the Seller represents that the Seller has no knowledge, actual or constructive, (i) that the Property is or may be in violation of applicable federal, state or local environmental laws and regulations ("Environmental Requirements") including, without limitation, the Clean Water Act of 1972 ("CWA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") and the Resource Conservation and Recovery Act of 1976 ("RCRA"); (ii) of any pending or threatened investigation or inquiry by any environmental government authority relating to the Property; (iii)



that hazardous substances or hazardous wastes have been disposed of or otherwise released on the Property; (iv) that the Seller, in respect of the Property, is subject to any remedial obligations under any Environmental Requirements; and (v) of any claim or suit or threatened claim or suit of a non-governmental third party with regard to damage to such third party based upon environmental matters or environmental related matters in the use, operation or ownership of the Seller's Property. For purposes of this provision, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA; the terms "hazardous waste" and "disposal" (or "disposed") shall have the meanings specified in RCRA; provided that, to the extent that applicable state laws establish a meaning for "hazardous substance," "release," "hazardous waste," or "disposal" which is broader than that specified in CWA, CERCLA or RCRA, such broader meaning shall apply.

(f) Seller has no knowledge of any violations of building, housing, safety, accessibility, fire, zoning, health, environmental, or other laws, rules or regulations affecting the Property. Seller will notify Buyer promptly if Seller receives any such notice prior to Closing.

(g) All labor performed and materials supplied for the Property have been fully paid by Seller, and no mechanic's lien or other lien may be claimed by any person for such labor or materials.

(h) No condemnation proceedings are pending, or to the best of Seller's knowledge are threatened, against the Property or any part thereof, and Seller has not received any oral or written notice that any public authority or utility intends or desires to take or use the Property or any part thereof.

(i) All statements made and information given to Buyer in this Agreement, including any related Schedules and Exhibits, are true and accurate in every material respect, and no material fact has been withheld from Buyer. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements not misleading.

(j) Seller has no knowledge or information of any facts, circumstances, or conditions which do or would in any way adversely affect the Property, except as specifically stated in this Agreement or any related Schedules and Exhibits.

(k) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof.

(l) There are no contracts or agreements for services rendered in connection with the Property which Buyer shall be required to take the Property subject to, except as are herein provided.

(m) all utilities (sewer, water, electric power, natural gas, and telecommunications) will be provided at the Property boundary at no cost to the Sponsor no later than March 31, 2019, with the exception of water service which will be available by means of a temporary water line no later than March 1, 2019, with the permanent water line to be completed no later than January 1, 2020.

Seller's representations and warranties shall be true at and as of the Closing and shall survive the Closing of this Agreement.

4. **Notices.** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered, (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice, (iii) if delivered by Federal Express, UPS or other national overnight courier service, as of the date such notice is deposited for delivery with the national overnight courier service; (iv) if by facsimile, when the message is received in the office of the addressee, provided that a hard copy referencing the date of facsimile delivery is sent the same day by one of the other methods of delivery set forth above; and (v) if by e-mail, when the message is received by the addressee provided that such addressee acknowledges same or that a hard copy referencing the date of the email delivery is sent the same day by one of the other delivery methods.

To Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Default.** Upon failure of the Seller to comply with the terms of this Agreement, within the stipulated time, Buyer shall have the rights and options as Buyer's remedies to either (a) immediately terminate this Agreement upon written notice to the Seller; (b) demand and compel by an action for specific performance or similar legal proceedings, if necessary, for the immediate conveyance of the Property by Seller in compliance with the terms and conditions of this Agreement, and to recover all costs and expenses, including reasonable attorney's fees incurred by Buyer in such action; or (c) any and all other remedies whether at law or in equity.

6. **Closing.** The closing ("Closing") contemplated by this Agreement is to be completed on or before thirty (30) days from completion of the Inspection Period, but no later than December 31, 2018. Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Purchaser written notice thereof, and Purchaser shall have the option to terminate or proceed to Closing with Seller assigning unto Purchaser the right to collect all insurance proceeds applicable to the Property. If Buyer does not terminate this Agreement within the Inspection Period, Buyer shall have the right to extend the Closing date for an additional 30 day extension period, hereafter the "Extension Period", provided Buyer pays to Seller a nonrefundable

deposit equal to \$100.00, hereafter the “Deposit”, payable before the date that is 30 days after the expiration of the Inspection Period. If the Buyer does not terminate this Agreement within the Inspection Period, absent a Seller default, the Deposit (if any) shall apply to the Purchase Price. At any time during the contract period Buyer may give Seller written notice that Buyer is ready to close at which time the closing shall occur within 10 days from such notice.

7. **Purchase Option and Right of First Refusal.**

(a) Buyer shall have the option to purchase the land described on Exhibit B (the “Option Property”) until December 31, 2025 for a price of \$25,000 per acre (the “Option Purchase Price”). After December 31, 2025, and until December 31, 2030, before the Seller may sell all or any part of the Option Property, Seller shall first offer the Option Property to Buyer by giving written notice (the “Sale Notice”) of the fact that Seller has a purchaser for the Option Property and desires to sell the Option Property and the sales price therefor. Buyer shall have thirty (30) days after the date of receipt of the Sale Notice within which to notify Seller that Buyer intends to purchase the Option Property for the lower of the Option Purchase Price and the cash sales price at which Seller intends to sell the Option Property (excluding any cash portion representing a reimbursement by the County for improvements or other costs specifically incurred for such particular purchaser) and under the additional terms and conditions contained in this Agreement. If Buyer elects not to purchase the Option Property or fails to give timely response to the Sale Notice, Seller may sell the Option Property to any unrelated third party provided closing of such sale occurs within 120 days after the date of the Sale Notice; if closing does not occur within said 120 days, then Buyer shall again have a right to purchase and the provisions of this section must be complied with prior to any sale of the Option Property. Seller and Buyer expressly agree that Seller and Buyer may enter into negotiations for a reduction of the Option Purchase Price in connection with a future expansion of Buyer’s operations onto the Option Property.

As used in this Agreement, the word “sell” includes, but is not limited to, (a) any transfer of all or any portion of the Option Property (i) for money or money’s worth, (ii) without consideration, or (iii) whereby Seller contributes all or any portion of the Option Property or the Seller’s beneficial interest therein, to a partnership, corporation, limited liability company, trust or other entity, whether or not Seller receives any legal or beneficial interest in such entity or any other consideration, or (b) any sale, issuance, transfer or conveyance of stock or other transaction or transactions that, individually or taken in the aggregate, vest control of Seller in an entity or person other than the controlling entity or person as of the Effective Date.

(b) The Seller hereby covenants and agrees, during and throughout the term of this option, not to transfer or sell or assign or pledge or hypothecate or further alter or encumber the title to the Option Property beyond the Permitted Exceptions as listed and contained on Exhibit C attached hereto. Closing on the Option Property shall occur at a time mutually convenient to Buyer and Seller within sixty (60) days after Buyer notifies Seller that Buyer intends to exercise its option to purchase pursuant to paragraph 7(a) hereinabove. Closing shall take place in the offices of Buyer’s attorneys in Columbia, South Carolina or at such other location as may be designated by Buyer.

(c) Seller shall deliver at closing of the Option Property:

- i) Limited Warranty Deed. Insurable and marketable fee simple title by a limited warranty deed. The Seller covenants, represents and warrants to the Buyer that the title to the Option Property shall be good, marketable, and insurable fee-simple absolute title, free and clear of any and all liens and encumbrances and tenancies thereon, and being subject to only the Permitted Exceptions stated and set forth and specified on Exhibit C.
- ii) Conveyance of Easements. The Seller will convey or otherwise assign unto the Buyer any and all rights and titles and interests which the Seller may own or hold or have in and to any and all utility easements and licenses and any and all perpetual and non-exclusive and appurtenant easements and rights-of-way for ingress and egress adjacent to or crossing over or through or benefiting the Option Property.
- iii) Title Documents. Any commercially reasonable affidavits or documents required by the Buyer or Buyer's title insurance company, including but not limited to (1) an owner's affidavit that there are no parties now in the use or possession or control of the Option Property; (2) a Transferor affidavit; (3) a South Carolina nonresident withholding affidavit; (4) a Gap Indemnity affidavit; (5) a Survey affidavit; and (6) a certificate that the Seller is not a "foreign person" within the meaning of Section 1445 of the U.S. Internal Revenue Code.
- iv) Other Documents. Other seller closing document as customarily required for South Carolina real estate closings, consistent with the terms and conditions of this Agreement, including any documents necessary to satisfy mortgage or other liens for indebtedness.

(d) Each of the undersigned parties hereto shall pay its own attorney fees and costs arising from the sale of the Option Property. The Buyer, pursuant to SC Code Ann. Section 12-24-20, shall pay for documentary stamps and transfer taxes on the deed. The Buyer shall also pay for all title abstract fees and costs, title insurance premiums and binders, surveyor fees, recording fees and any environmental Phase I Audits.

(d) A short form purchase option in such form and substance as is suitable to both undersigned parties hereto for recording and therein summarizing the basic terms and conditions of this Agreement shall be executed by both the Seller and the Buyer in a prompt manner and fashion after execution of this Agreement; and the Buyer may thereafter record such short form at Buyer's cost and expense if the Buyer should choose and desire and wish to do so.

8. **Time of Essence.** Time is of the essence in the performance of the terms and conditions of this Agreement; provided any time period which ends on a Saturday, Sunday or State or Federal holiday shall be deemed extended such that it shall end on the next business day thereafter.

9. **Assignments.** This Agreement may be assigned by Buyer to the entity to be formed as contemplated in the first sentence of this or an affiliate of Buyer without Seller's approval. Buyer may assign this Agreement to any party not identified in the first sentence of this Section 18, but

only with Seller's consent which consent shall not be unreasonably withheld, delayed or conditioned.

10. **Successors and Assigns.** This Agreement is binding upon the parties, their heirs, executors, administrators, successors or assigns. The recitals above are hereby incorporated into and made a part of this Agreement.

11. **Governing Law.** This contract shall be construed in accordance with and governed by the laws of the State of South Carolina.

12. **Survival of Obligations.** All provisions which, by their terms, are intended to survive the Closing, including, but not limited to the provisions of Sections 3 and 7, shall survive the Closing.

13. **Entire Agreement.** It is understood that this written Agreement constitutes the entire contract between the parties hereto and hereby supercedes any prior discussions, agreements and negotiations heretofore.

Witness our Hands and Seals the day and year first above written.

Buyer: PROJECT MONOPOLY

By: \_\_\_\_\_

Date signed: \_\_\_\_\_, 20\_\_

Seller: RICHLAND COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_, 20\_\_

**EXHIBIT A**

**PROPERTY DESCRIPTION**

An approximately \_\_\_ acre portion of a tract of land consisting of 16.33 acres at 1700 Longwood Road, Richland County, with TMS #R16100-02-06, more particularly described as follows:

All that certain piece, parcel or tract of land, with any improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, containing 16.33 acres, being more particularly shown and designated on plat prepared for Richland County by James F. Polson, RLA, dated February 18, 2015, recorded in Plat Book 2011, page 2489, Office of the ROD for Richland County.

AND

That certain piece, parcel or tract of land being shown as Tract 3 (0.07 acre) on that certain plat entitled "Plat of Longbranch Farms for Richland County Public Works" recorded in Book 2000, Page 841, in the Office of the Register of Deeds for Richland County, South Carolina, TMS #R16100-02-21.

AND

A parcel not exceeding 10 acres at 1550 Longwood Road, being a portion of TMS #R16100-02-02, which more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

## **EXHIBIT B**

### **OPTION PROPERTY DESCRIPTION**

A parcel of approximately 15 acres but not exceeding 20 acres, at 1550 Longwood Road, being a portion of TMS #R16100-02-02, more particularly described as follows:

A portion of that certain piece, parcel or tract of land, lying being and situate in Richland County, South Carolina and being more particularly shown as Tract 1 (193+/- acres), on that certain plat entitled "Plat of Longbranch Farms for Richland County" dated January 21, 2015, prepared by James F. Polson, RLS 4774, Richland County Public Works, recorded in Book 2000, Page 841, in the office of the Register of Deeds for Richland County, South Carolina.

Such option parcel to be generally located as shown on Exhibit A-1 attached hereto, final boundaries to be established by a survey mutually acceptable to Seller and Buyer.

**EXHIBIT C**

**PERMITTED EXCEPTIONS**

**[TO BE PROVIDED]**

~#4844-3279-7806 v.2~



## Richland County Council Request for Action

**Subject:**

County Utility System

**Notes:**

September 25, 2018 – The committee forwarded the item to Council without a recommendation.



**Development & Services Committee Meeting  
Briefing Document**

**BACKGROUND**

The County’s Utilities Department provides water and sanitary sewer services in the unincorporated areas of the County via the Broad River and the Lower Richland Utility Systems. These systems are comprised of several County-owned and operated water and waste water treatment facilities.

**Broad River Utility System**

The Broad River system includes a County-owned waste water treatment facility (e.g., treatment plant, collection system) and water distribution system.

- The Broad River Waste Water Treatment Plant was designed and constructed in 2007-08 and is permitted to treat 6 million gallons per day (MGD). The primary source of effluent is transferred to the plant from the waste water collection system serving the residential neighborhoods in the northwestern area of the County. The waste water rate for the Broad River Wastewater system is \$44.54 monthly / \$133.62 quarterly per REU. (residential equivalent unit).
- The Broad River Water Distribution network, commonly referred to as the White Rock Water System, was designed and constructed in June 1988 and includes a full distribution system with a small number of customers.
- The water service rate for the White Rock Water system, as detailed in the table below, is based off water usage and are the same as the Hopkins and Pond Drive Water System rates.

1st 1,000 gallons (Minimum base charge standard meter)	\$20.00
Next 8,000 gallons	\$4.67/1,000 gallons
Next 11,000 gallons	\$4.37/1,000 gallons
Next 10,000 gallons	\$4.12/1,000 gallons
Next 30,000 gallons	\$3.87/1,000 gallons
Next 60,000 gallons	\$3.87/1,000 gallons

- Debt
  - The County issued \$19,300,000 Sewer System General Obligation Refunding Bonds, Series 2011A, dated November 15, 2011 (the “2011A Bonds”), to refund a portion of the Broad River Sewer System General Obligation Bonds, Series 2003D. The un-refunded portion has since been retired.

- The County issued \$15,235,000 Broad River Sewer System General Obligation Refunding Bonds, Series 2016C dated December 16, 2016 (the “2016C Bonds”), to refund the Board River Sewer System General Obligation Bonds, Series 2007B.
- While the 2011A Bonds and the 2016C Bonds are general obligation bonds, the County anticipates the full debt service will be paid with revenues derived from the operation of the Broad River Sewer System. In the unanticipated event the debt funds do not have sufficient revenues, a County tax levy must be made to meet the payments of principal and interest, until such time as bonds can be re-structured or sewer rates are increased to levels sufficient to pay for the debt obligations.

The table below provides a summary of Broad River Utility System Debt via Bonds over the last 15 years.

<b>Outstanding 7/1/2003</b>	
1994A	5,945,000
<b>Issued - New Money</b>	
2003D	15,500,000
2007B	16,970,000
	32,470,000
<b>Issued - Refunding</b>	
2003E	6,275,000
2011A	19,300,000
2016C	15,235,000
	40,810,000
<b>Bonds retired</b>	
1994A	5,945,000
2003D	14,860,000
2003E	3,270,000
2007B	14,860,000
	38,935,000

The table below provides a summary of Broad River Utility System debt that is currently outstanding.



<b>Summary of Activity:</b>	
Bonds issued	38,415,000
Bonds issued for refunding	40,810,000
Bonds Retired	(38,935,000)
Principal paid on bonds	(10,840,000)
Currently Outstanding 7/1/2018	29,450,000
Interest paid over 15 years	(20,430,570)
<b>Outstanding 7/1/2018</b>	
2011A	14,725,000
2016C	14,725,000
	29,450,000

### Lower Richland Utility System

The Lower Richland system includes a County-owned waste water treatment facility (e.g., treatment plant, collection system) and two (2) water distribution systems.

- The Eastover Waste Water Treatment Plant was designed and constructed in March 2012 and re-rated February 2016 to treat 0.75 MGD. The primary source of effluent to the plant is the residential neighborhoods in the southeastern area of the County, inclusive of the Town of Eastover. The system currently serves the Town of Eastover, a wholesale customer; and one commercial customer, Kemira. The waste water rate for the Lower Richland Wastewater system is \$37.60 monthly / \$112.80 quarterly per REU.
- Richland County also operates an old Lagoon type WWTP serving Franklin Park Subdivision in South East Richland Area, serving approximately 40 customers. Records indicate that that the asset (which was in a bare minimum operable conditions) was given to us by South Carolina Department of Health and Environmental Control (SCDHEC) (still owned by Piney Grove Utility) under receivership agreement adopted by the council on July 26, 2005. The service area was expected to become integral part of Lower Richland Sewer Project (LRSP), which is pending at the moment awaiting resolution commitment of City of Columbia’s transfer of customers. While the DHEC has substantially waived their regulatory expectations at the time of signing the receivership agreement, the continued operation of the asset “As Is” may pose regulatory & liability concerns over time. The waste water rate for this system is the same as rest of the Lower Richland Wastewater system (i.e. \$37.60 monthly / \$112.80 quarterly per REU).

### Hopkins Water and Pond Drive Water Distribution Networks

The Lower Richland Water Distribution network includes the Hopkins Water distribution network and the Pond Drive Water distribution network in addition to a dedicated Water System serving Gadsden Elementary School (on behalf of the School District). It is the desire of the Utilities to connect standalone Gadsden system to Hopkins Water System should funding become available serving the best interest of the school and surrounding community.

- The Hopkins Water distribution network receivership agreement was entered with the South Carolina Department of Health and Environmental Control (SCDHEC) to assume operations of one wastewater treatment facility and two community water systems that were abandoned by a private utility in July 2005. An upgrade was designed and constructed in August 2012 and includes a full distribution system and serves 521 customers.
- The Pond Drive Water distribution network receivership agreement was entered with the South Carolina Department of Health and Environmental Control (SCDHEC) to assume operations of one wastewater treatment facility and two community water systems that were abandoned by a private utility in July 2005. An upgrade was designed and constructed in August 2012 and includes a full distribution system and serves 30 customers.
- The water service rates for the Hopkins Water and Pond Drive water systems as detailed in the table below, are based off water usage and are identical to the White Rock Water System rates.

1st 1,000 gallons (Minimum base charge standard meter)	\$20.00
Next 8,000 gallons	\$4.67/1,000 gallons
Next 11,000 gallons	\$4.37/1,000 gallons
Next 10,000 gallons	\$4.12/1,000 gallons
Next 30,000 gallons	\$3.87/1,000 gallons
Next 60,000 gallons	\$3.87/1,000 gallons

- Debt
  - The County issued its \$2,033,000 Waterworks System Improvement Revenue Bond (Hopkins Project), Series 2011 dated October 14, 2011, which was purchased by the United States Department of Agriculture, Rural Development. The Bond is payable monthly as to principal and interest over 40 years beginning November 14, 2011.
  - The payment for the bond is \$8,193 per month or \$98,316, annually. The currently balance of the bond as of August 31, 2018 was \$1,862,521.55.



**ISSUE(S):**

The waste water and water fees are determined periodically by rate studies and are set at levels to recoup the projected expenses of the operations, maintenance, upgrades, and debt service in a similar manner as a private business. All activities necessary to provide water and sewer service are expected to be accounted for each system, including but not limited to customer service, engineering, operations and maintenance in addition to R&R (renewal and replacement) and Capital Improvement/upgrades of the assets. Given that the systems are designed to operate as a private business enterprise, the revenues and expenditures are accounted for through the Broad River and the Lower Richland enterprise funds.

The County’s utility enterprise funds are designed to be self-supporting through user fees or charges for services. However, historically, the expenditures for the Lower Richland utility system have been higher than its revenues. As such, annually, the Broad River utility system and the County’s General Fund have subsidized the Lower Richland utility system. As illustrated in the table below, the amount subsidized has averaged a total of \$342,145 yearly over the past five (5) years, with subsidies for the Lower Richland Sewer and the Lower Richland Water averaging, \$172,802 and \$169,343, respectively (Exhibit A – Detailed Subsidy Overview).

*Summary of Subsidies*

**Lower Richland Sewer**

<b>Fiscal Year</b>	<b>Subsidized Amount</b>	
2013	\$133,943	
2013	\$96,065	
2015	\$184,000	
2016	\$225,000	
2017	\$225,000	
	<b>\$864,008</b>	<b>Total Of Transfers In/Out</b>
	<b>\$172,802</b>	<b>Annual Average Of Transfers</b>

**Lower Richland Water**

<b>Fiscal Year</b>	<b>Subsidized Amount</b>	
2013	\$23,895	
2013	\$121,621	
2014	\$20,133	
2014	\$112,790	
2014	\$223,275	
2015	\$145,000	
2016	\$100,000	
2017	\$100,000	
	<b>\$846,714</b>	<b>Total Of Transfers In</b>
	<b>\$169,343</b>	<b>Annual Average Of Transfers</b>

These subsidies conflict with the framework of a government enterprise fund, the County’s financial policies, and GAAP as the utility systems should be self-sufficient and should not rely on the County’s General Fund to address revenue deficits.

There are several factors contributing to the aforementioned conflicts:

- The rates are not uniform. There is a difference between the sewer rates for each system. As noted above, the waste water rates for the Broad River system is higher than those rates for the Lower Richland system. The water rates for each system are the same.
- Historically, the Broad River system generates sufficient revenue to cover the expenditures associated with the minimal day -to-day operations of the system but does not sustain the cost of aging infrastructure, upgrade and R&R. Whereas, the Lower Richland system does not generate enough revenue to account for the minimal expenditures associated with the operations of the system and cannot invest in its aging infrastructure.
- The need for the implementation of a water and sewer rate study. According to policy, the County should conduct a rate study every 3-5 years. Review of the archives attendant to this matter revealed that the County did not perform rates studies in accordance with its policy. A preliminary rate study was initiated more than a year ago, the results of which have not been finalized.
- Inadequate funding of the capital improvement / maintenance needs for both systems. Historically, the County has not adequately funded the capital outlay for both utility systems. This has contributed to failing infrastructure and the constant need to make emergency repairs.
- The County has a number capital improvement related commitments that should proceed and will require funding mechanisms supported by its Utility System, including the Cedar Cove and Stoney Point Utility System Improvement Project and the Lower Richland Sewer project via the Satellite Sewer Service Agreement with the City of Columbia. As such, Council's pending policy decision attendant to having a combined utility system must be timely.

Given the recent completion of the preliminary countywide rate study, along with the preliminary projection of long-term needs of the County's utility system, Council is facing a number of critical policy decisions. While the timeliness of those decisions cannot be understated, Council needs to review all of the available information and begin deliberations to address the critical needs of both utility systems. Given the aforementioned issues, staff is seeking to obtain direction from Council with regard to the following policy initiatives:

1. **Proceeding or not proceeding with a combined utility system.** It is advantageous for the County to move towards operating the utilities as one combined or regional system to provide equity and uniformity in its rates for all of its customers. Further, a combined utility system will set the foundation for the County to move toward a county-wide sewer and water system which can eliminate the many "pockets" of sewer service countywide.
2. **The Capital Improvement Plan (CIP) schedule as it relates to the County utility infrastructure.** There are a number of utility system infrastructure related improvements and upgrades impacting both utility systems via the County's Water and Sewer Master Plan which includes expansion projects. Further, there are planned capital expenditures, including R&R (refurbishment & replacement) for the assets and components of the utility system. Council will need to approve the CIP during its upcoming Biennium Budget II process, including the plan's funding sources. The



development of the County's ten year CIP is underway, with a tentative completion date in the Fall 2018

- 3. Implementation of utility rate adjustments vis-à-vis the Willdan Rate Study.** As noted, the County's utility systems are intended to be self-supporting through user fees or charges for services to the customers of the utility systems. Completion of the countywide rate study will allow for the proper development of funding mechanisms for the Utility System CIP. Once the CIP is completed and funding mechanisms are in place, the County can implement rate adjustments upon approval from County Council in order for the utility systems to be self-supporting and financially sustainable. Further, if Council approves moving forward with a combined utility system, the next steps would include equalization of rates adjusted to appropriate levels to eliminate transfers in or subsidies from the County's General Fund and fund necessary CIP projects. Currently, without the subsidy from the General Fund, utility customers would necessarily face large rate/fee increases in order to operate on a stand-alone basis. The adoption of final rate study results and associated CIP funding strategy will address the matters needing urgent attention of aging infrastructure, R&R and the upgrade needs for antiquated equipment. Lack of timely attention to the above can result in serious consequences including, but not limited to, Public Health/Environmental Impact together with possible regulatory violations and associated penalties.

#### **Fiscal Impact**

Proceeding with a combined utility system will provide parity in its rates for all of its customers. Further, a combined utility system will allow for system revenues to be pledged for any Revenue Bonds issued by the System, thus boosting the credit strength of the System drawing from a larger user base, which would result in lower overall borrowing costs to address the system needs.

#### **Past Legislative Actions**

None.

#### **Alternatives:**

1. Consider staff's request and proceed as recommended.
2. Consider staff's request and do not proceed as recommended.

#### **Staff Recommendation:**

Pursuant to the aforementioned information, staff recommends the following actions:

- 1. Proceed with a combined utility system.** As noted above, the combined utility system will set the foundation for the County to move toward a county-wide sewer and water system which can eliminate the many "pockets" of sewer service countywide. This action will require an ordinance via three readings and a public hearing.
- 2. Allow the working group to present an emergency financing plan to address BRWWTP Consent Order.** The working group (County Administration, County Utilities, County Finance and Budget, County Legal, Bond Counsel, Financial Advisor and Willdan) will develop a financing plan for Council to consider no later than November 2018.





3. **Accept the Capital Improvement Plan (CIP) schedule and priorities as it relates to the County utility infrastructure as information.** The preliminary capital improvement program (“CIP”) as proposed by the Utilities Department and ranked by the CIP Review Team, will be included in the County’s ten-year CIP for Council consideration during its normal budgetary process in Spring 2019.
  
4. **Allow the working group continue efforts to update the preliminary Utility Rate Study Report vis-à-vis the Willdan Rate Study as information.** The proposed CIP, the proposed operation and maintenance budgets, the County’s financial policies and currently outstanding utility debt, as well as any new and/or restructured or refunded debt, will collectively serve as the basis for establishing the proposed financing model and rates necessary to support the systems. Once the County’s CIP is approved by Council, the recommended rates will be developed and presented for Council approval in Spring 2019.

Exhibits

**Exhibit A: Detailed Subsidy Summary**

<b>Detailed Subsidy Summary</b>				
	<b>Date</b>	<b>Repayment Amount</b>	<b>Amount of Subsidy/Loan</b>	<b>Net</b>
<b>TRANSFER TO BROAD RIVER SEWER FROM LOWER RICHLAND SEWER:</b>				
	6/30/2010	-	\$198,000	\$198,000
<b>TRANSFER TO BROAD RIVER SEWER FROM STORMWATER:</b>				
	6/30/2011	-	\$344,075	\$344,075
	4/30/2012	-	\$346,813	\$346,813
<b>LOAN FROM GENERAL FUND TO BROAD RIVER SEWER:</b>				
	6/30/2009	-	\$700,000	\$700,000
	6/30/2009	64,000.00	\$0	-\$64,000
	6/30/2010	64,000.00	\$0	-\$64,000
	6/30/2011	64,000.00	\$0	-\$64,000
	6/30/2012	64,000.00	\$0	-\$64,000
	6/30/2013	64,000.00	\$0	-\$64,000
	6/30/2014	64,000.00	\$0	-\$64,000
	6/30/2015	64,000.00	\$0	-\$64,000
	6/30/2016	64,000.00	\$0	-\$64,000
	6/30/2017	64,000.00	\$0	-\$64,000
	6/30/2018	64,000.00	\$0	-\$64,000
				<b>\$60,000</b>
<b>TRANSFER TO LOWER RICHLAND SEWER FROM GENERAL FUND:</b>				
	6/30/2018	-	\$35,232	\$35,232
<b>TRANSFER TO LOWER RICHLAND SEWER FROM COUNTYWIDE BOND 2002B:</b>				
	10/31/2010	-	\$1,200,000	\$1,200,000
<b>TRANSFER TO LOWER RICHLAND SEWER FROM STORMWATER:</b>				



6/30/2011	-	\$155,925	\$155,925
4/30/2012	-	\$153,187	\$153,187
3/31/2013	-	\$133,943	\$133,943
6/30/2015	-	\$184,000	\$184,000
6/30/2016	-	\$225,000	\$225,000
1/31/2017	-	\$225,000	\$225,000
6/30/2018	-	\$283,889	\$283,889
6/30/2013	-	\$155,000	\$155,000
<b>LOANS FROM BROAD RIVER SEWER TO LOWER RICHLAND SEWER:</b>			
3/31/2015	-	\$283,870	\$283,870
10/31/2015	-	\$98,521	\$98,521
1/31/2016	-	\$32,233	\$32,233
1/31/2017	-	\$38,601	\$38,601
1/31/2017	-	\$0	\$0
			<b>\$453,225</b>
<b>TRANSFER TO LOWER RICHLAND WATER FROM RC CAPITAL PROJECTS CAPITAL FUND:</b>			
6/30/2008	-	\$455,000	\$455,000
<b>TRANSFER TO (POND DRIVE) LOWER RICHLAND WATER FROM STORMWATER:</b>			
3/31/2013	-	\$23,895	\$23,895
<b>TRANSFER TO LOWER RICHLAND WATER FROM STORMWATER:</b>			
3/31/2013	-	\$121,621	\$121,621
3/31/2014	-	\$112,790	\$112,790
3/31/2014	-	\$20,133	\$20,133
5/31/2014	-	\$223,275	\$223,275



6/30/2015	-	\$145,000	\$145,000
6/30/2016	-	\$100,000	\$100,000
1/31/2017	-	\$100,000	\$100,000
6/30/2018	-	\$249,680	\$249,680
			<b>\$1,551,394</b>



## Richland County Council Request for Action

### **Subject:**

Council Motion: Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the lines are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Based by August 2019 [MYERS]

### **Notes:**

September 25, 2018 – The committee recommended to proceed with an alternative, that in effect, would revise the approved plan and reopen that for discussion, at which time the issues of which road(s) would be debated and to have a public hearing to hear from the citizens.

## **RICHLAND COUNTY GOVERNMENT ADMINISTRATION**

2020 Hampton Street, Suite 4069, Columbia, SC 29204  
P 803-576-2050 | F 803-576-2137 | TDD 803-576-2045  
richlandcountysc.gov



### **Development & Services Committee Meeting Briefing Document**

#### **Agenda Item**

During its September 11, 2018 Special Called Council meeting, Councilperson Myers brought forth the following motion:

“Move that Council immediately move forward with the revised Lower Richland Sewer Plan, which has been (1) improved to remove lift stations from private property (consolidated into 3 on public property), (2) expanded to replace all failed, closed septic systems at Richland One Schools (Hopkins Elementary and Middle Schools and Gadsden Elementary School) and the Franklin Park subdivision, (3) clarified to ensure that access to public sewer is available, without tap fees, to any requesting resident along the revised route, who requests service as the lines are being constructed. No resident will be required to tap on to the system unless they wish to. Staff is further instructed to expedite the planning and procurement process to facilitate commencement of construction by April 2019, and targeted build out to residents, schools, and McIntyre Air Force Based by August 2019”

Also, during its September 11, 2018 Special Called Council meeting, Councilperson N. Jackson brought forth the following motion:

“Move forward with approved Sewer System which has been delayed since February 2018 for unknown reasons. Citizens have signed up and are depending on the service”

#### **Background**

Located in the area known as the Midlands in the State of South Carolina, Richland County encompasses a land area of 757.07 square miles and a population of 407,051 residents, as of July 1, 2015. Population growth projections indicate that the Midlands region will have a population of one million by 2035. As the population increases, so will demand for services including utility services.

In the interest of the constituents and per direction from Richland County Council, staff had been working on Lower Richland Sewer Project which once completed was intended to become a back bone of the sewer service to the South East Richland including wastewater treatment to Franklin Park and schools which are currently under Consent Order.

Records indicate that during community meeting in Hopkins, beginning in October 2005, concerns were discussed regarding the need for utility services to the South East portion of the County. Those discussions began to involve other community stakeholders, including the government of Richland County, resulting in County Council voting to proceed with the development and implementation of a wastewater treatment plan for Lower Richland during its October 5, 2010 meeting deliberations. Subsequently, the following actions occurred:

- Commissioned an engineering study to CDM Smith Consulting, which recommended the viability and a concept design for the Southeast Richland Sewer Project, which was completed in August 20, 2012.
- CDM Smith, the Consultant of the Record performed engineering analysis and financial analysis of multiple scenarios, working closely with the staff and county leadership, and recommended a project layout this was later was approved and slated for funding through multiple federal and state agencies, including USDA loans, Rural Infrastructure grants and State Revolving Fund. The design included installation of multiple lift stations & sewer lines of varying sizes and capacities. All lift stations were intended to be installed in private properties, requiring easements from property owners together with need for private easements for some areas of sewer lines as well
- Based on project layout and engineering study completed by CDM Smith, USDA issued a Letter of Conditions for financing the project as defined by CDM PER. County Council adopted USDA Letter of Conditions in February 2013.
- Consultancy services for Detail Engineering of “Project Approved Layout”, Issuance of Construction permits / Drawings, and procurement for contracting services was solicited & commissioned on March 20, 2014. These consultancy services were awarded to Joel Wood and Associates, who is the Engineer of Record for final construction plans and documents.
- Since March 2014 to date there had been several protests, blockades and resistance to the project which resulted in stoppage of work and permits reviews delaying the Procurement of Contracting services and commencement of construction.
- Finally and on May 13, 2016 DHEC issued “Permit to construct” authorizing the commencement of Construction of the project ( **Figure 1** shows that layout of permitted design).
- However and unfortunately within the 2 weeks of issuance of “Permit to Construct”, the DHEC decision was challenged at DHEC Board and afterwards in Administrative Law Court (ALC), pushing the project back on hold.
- In November 2016, ALC, after its review issued a judgment upholding the issuance of the permit and allowing the commencement of construction per DHEC approval.

The project as permitted requires several Lift Stations to be constructed on sites requiring acquisition of private properties in residential neighborhoods and most of which are concentrated in Hopkins area.

The project, as approved, had divided opinions amongst residents in Lower Richland since its inception such as extreme levels of resistance including, challenging the project’s existence and permit to construct, and law suits. As such this project has experienced delays, effectively placing the project at “halt.”



The key to the success of this project remains completely dependent on the costumers and residents intended to benefit from the project and their acceptance of the project. Proceeding with project “as is” without regaining public trust and establishing good relationships with the community retains the probability of serious consequential impacts in the long run.

Being mindful of the aforementioned information, in order to address the public unrest, political divide, and, most importantly, the public trust and project success, County Administrator, in May 2017, developed a team of Richland County Staff review and revisit the LRSP “as approved” and identify potential alternatives.

The numerous follow up discussions, and with assistance of a Utility Consultant, 5 potential alternatives (**Figure 2**) were reviewed and evaluated and discussed with the Administration as well as Council members representing the South East region which resulted into the development of the most favorable options as enclosed (**Alternative 5 – Figure 3**). Copy of all other alternatives is enclosed for information as well ( see **Appendix A**). Note that while options have their Pros and Cons, Alt 5 plan aligns with the Sanitary Sewer Master Plan for Southeast Richland County and will become the backbone of the system well into the future.

### Issues

The issue is the approach (original vs. revised –Alternative 5 ) Council desires to take in proceeding with the Lower Richland Sewer Plan (original plan) or the Southeast Richland Sewer Plan (Alternative 5 of the revised plan).

### Fiscal Impact

Please see attached Comparison Matrix highlight the Fiscal Impact of each alternate

### Past Legislative Actions

There are no past legislative actions associated with this request.

### Alternatives

1. Consider the motions and proceed with one of them accordingly.
2. Consider the motions and do not proceed.

### Staff Recommendation

The original Lower Richland Sewer Plan, as permitted, requires eight (8) Lift Stations, (not inclusive of pipeline and lift station serving Gadsden Elementary School) to be constructed on sites several of which require acquisition of private properties in residential neighborhoods and most of which are concentrated in Hopkins area. The inclusion of infrastructure for Gadsden Elemenetary School will result into (9) lift station. The project, as approved, had divided opinions amongst residents in Lower Richland since its inception such as extreme levels of resistance including, challenging the project’s existence and permit to construct, and law suits. This contributed to challenges in acquiring private properties for the lift stations. As such this project has experienced delays, effectively placing the project on “hold.”



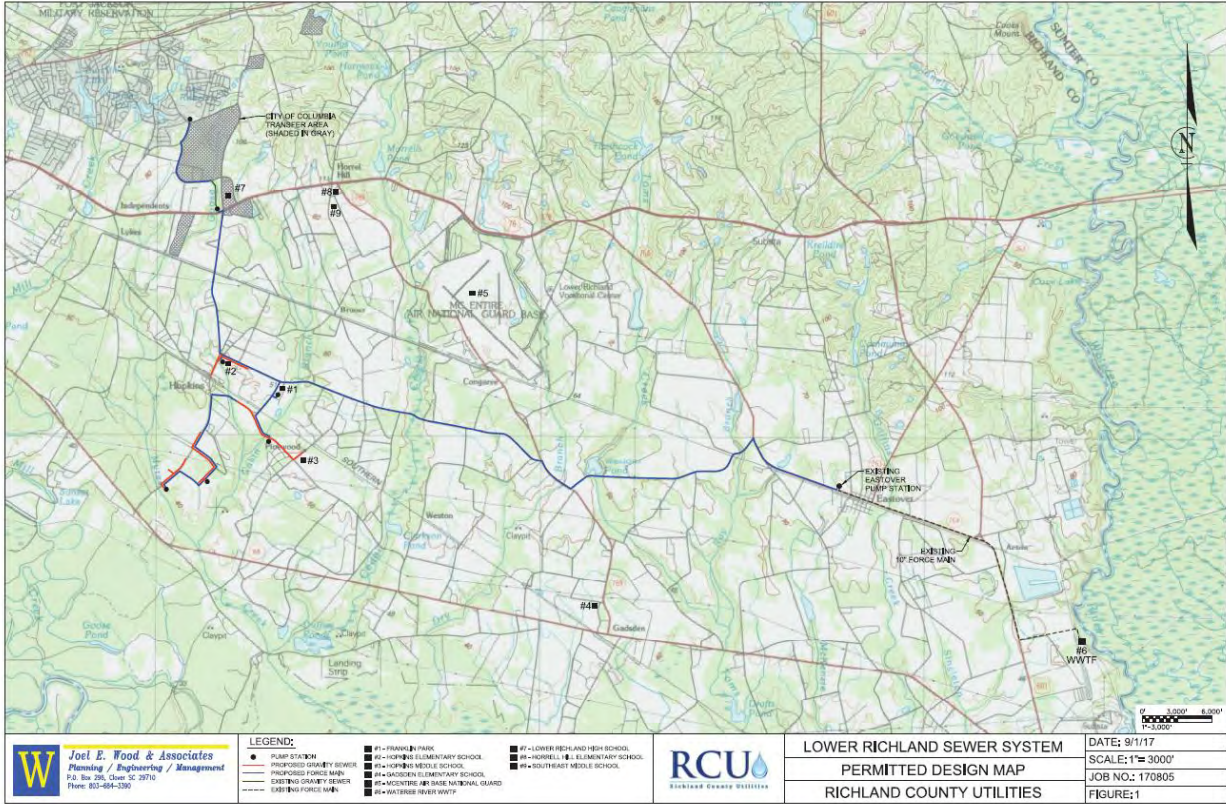


Staff recommends an alternative design, the Southeast Richland Sewer Plan (Alternative 5 – see Figure 3) that will minimize encroachment on the private property owners in the impacted communities. The revised Southeast Richland Sewer Plan design proposes the following:

1. Reduce the number of lift stations to seven (7), few of which will be in Hopkins area and none will be on private property.
2. Explicit Council Resolution removing the mandatory hook-ups fees during construction only.
3. Removed the utilization of private properties for sewer lines and use strictly public rights-of-way and/or public property instead.

Proceeding with the revised Southeast Richland Sewer Plan can defragment the sewer system in this area of the County by absorbing the sewer services of several neighborhoods adjacent to the City Limits (such as Rose cliff, Myers Creek, Quail Creek and many others) and consolidate the sewer service provided to McIntyre National Guard, Hopkins, Franklin Park, Gadsden, other adjacent areas and the District One schools into one system.

# FIGURE 1: LAYOUT OF PERMITTED DESIGN



## FIGURE 2: ALTERNATIVE COMPARISON MATRIX

SOUTHEAST RICHLAND COUNTY SANITARY SEWER PROJECT ALTERNATIVE MATRIX						
	PERMITTED DESIGN (PHASE 1)	ALTERNATE # 1	ALTERNATE # 2	ALTERNATE # 3	ALTERNATE # 4	ALTERNATE # 5 (SEE PH. BREAKDOWN IN ADD. TABLE BELOW)
<b>TOTAL PROJECT COST</b>	\$14,323,230.00	\$22,384,000.00	\$30,037,000.00	\$20,253,400.00	\$21,435,550.00	\$34,012,600.00
<b>PROJECT DURATION TO COMPLETION</b>	24 MONTHS	40 MONTHS	40 MONTHS	40 MONTHS	40 MONTHS	40 MONTHS (PH 1 ONLY)
<b>NUMBER OF POTENTIAL CUSTOMERS SERVED (REUs)</b>	NOT DETERMINED	2,469	2,572	2,332	2,401	2,581
CITY OF COLUMBIA CUSTOMERS TRANSFER	1,400	1,400	1,400	1,400	1,400	1,400
TOWN OF EASTOVER USERS	210	210	210	210	210	210
NEW SERVICE AREA USERS	NOT DETERMINED	859	962	722	791	971*
<b>LENGTH OF GRAVITY SEWER</b>	24,325 L.F.	54,270 L.F.	71,700 L.F.	36,500 L.F.	48,000 L.F.	40,000 L.F.**
<b>LENGTH OF FORCE MAIN</b>	96,435 L.F.	150,170 L.F.	148,800 L.F.	135,600 L.F.	134,200 L.F.	189,400 L.F.**
<b>NO. OF LIFT STATIONS (INCLUDING REQUIRED UPGRADES)</b>	8 ***	11	10	9	10	9
<b>NO. OF PRIVATE USE LAND EASEMENTS NEEDED</b>	5	5	4	2	3	4
<b>NO. OF PUBLIC USE LAND EASEMENTS NEEDED</b>	3	6	6	7	7	5

**NOTES:**

\* ACTUAL NUMBER OF CUSTOMERS TO BE DETERMINED – ESTIMATE BASED ON CONSTRUCTION COSTS TO EXPAND COLLECTION SYSTEM BY A VALUE OF \$3.5 MILLION

\*\* LENGTHS SHOWN ARE FOR PHASE 1 & 2 ONLY – PHASE 3 LENGTHS ARE NOT YET DETERMINED

\*\*\* PERMITTED DESIGN DOES NOT INCLUDE PUMP STATION OR LINE WORK TO CONNECT GADSDEN ELEMENTARY SCHOOL TO PROPOSED SYSTEM

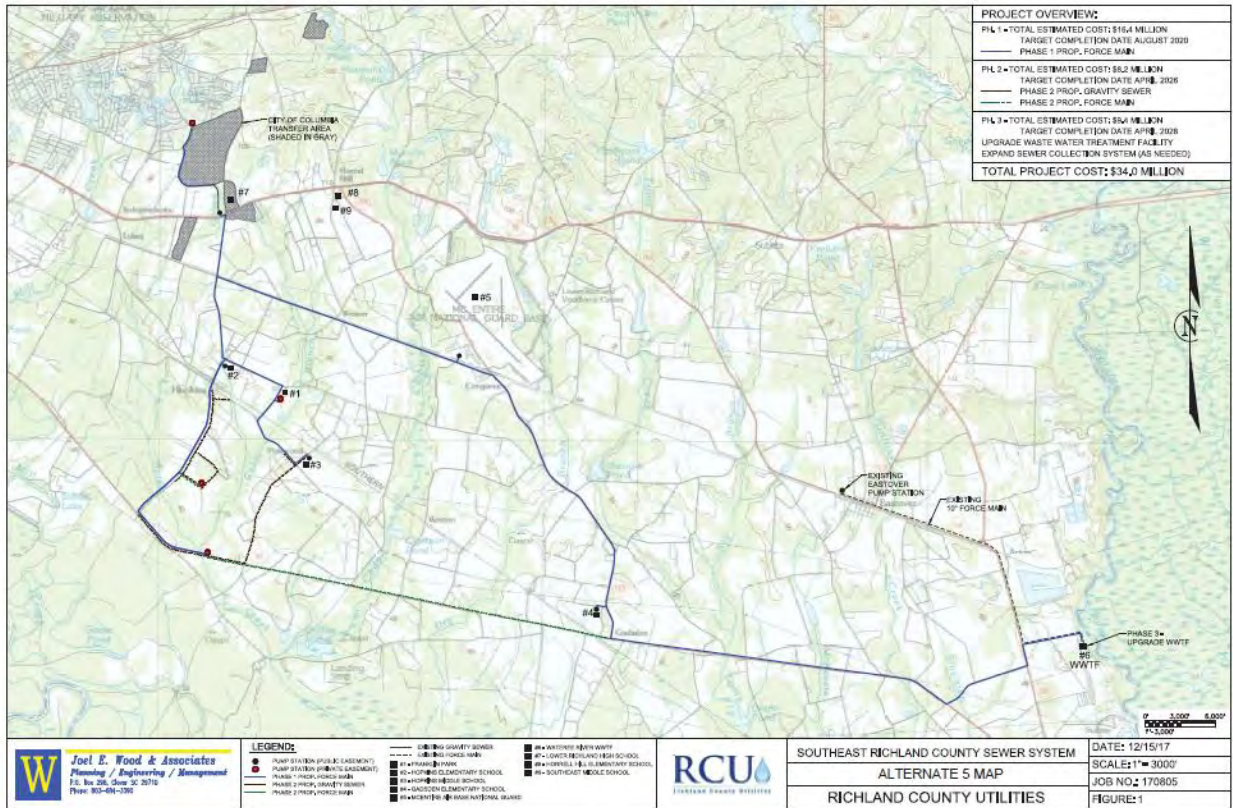
ALTERNATE #5 PHASES 1-3 (PREFERRED ALTERNATE)			
	PHASE 1	PHASE 2	PHASE 3
<b>TOTAL PROJECT COST PER PHASE</b>	\$16,409,500.00	\$8,218,100.00	\$9,385,000.00
<b>PROJECT TARGET DATE FOR COMMENCEMENT</b>	JAN. 2021	APRIL 2026	APRIL 2028
<b>NUMBER OF POTENTIAL CUSTOMERS SERVED (REUs)</b>	2,243	2,406	2,581
EW SERVICE AREA USERS	633	163 (796 PH 1 & 2)	175 (971 ALL PHASES) *
<b>LENGTH OF GRAVITY SEWER</b>	N/A	40,000 L.F.	T.B.D. **
<b>LENGTH OF FORCE MAIN</b>	151,000 L.F.	38,400 L.F.	T.B.D. **
<b>NO. OF LIFT STATIONS (INCLUDING REQUIRED UPGRADES)</b>	8	1	T.B.D.
<b>NO. OF PRIVATE USE LAND EASEMENTS NEEDED</b>	3	1	T.B.D.
<b>NO. OF PUBLIC USE LAND EASEMENTS NEEDED</b>	5	0	T.B.D.

# FIGURE 3: ALTERNATIVE 5

## Phases in Alternative 5

ALTERNATE #5 PHASES 1-3 (PREFERRED ALTERNATE)			
	PHASE 1	PHASE 2	PHASE 3
TOTAL PROJECT COST PER PHASE	\$16,409,500.00	\$8,218,100.00	\$9,385,000.00
PROJECT TARGET DATE FOR COMMENCEMENT	JAN. 2021	APRIL 2026	APRIL 2028
NUMBER OF POTENTIAL CUSTOMERS SERVED (REUs)	2,243	2,406	2,581
NEW SERVICE AREA USERS	633	163 (796 PH 1 & 2)	175 (971 ALL PHASES) *
LENGTH OF GRAVITY SEWER	N/A	40,000 L.F.	T.B.D. **
LENGTH OF FORCE MAIN	151,000 L.F.	38,400 L.F.	T.B.D. **
NO. OF LIFT STATIONS (INCLUDING REQUIRED UPGRADES)	8	1	T.B.D.
NO. OF PRIVATE USE LAND EASEMENTS NEEDED	3	1	T.B.D.
NO. OF PUBLIC USE LAND EASEMENTS NEEDED	5	0	T.B.D.

## Layout of Alternative 5

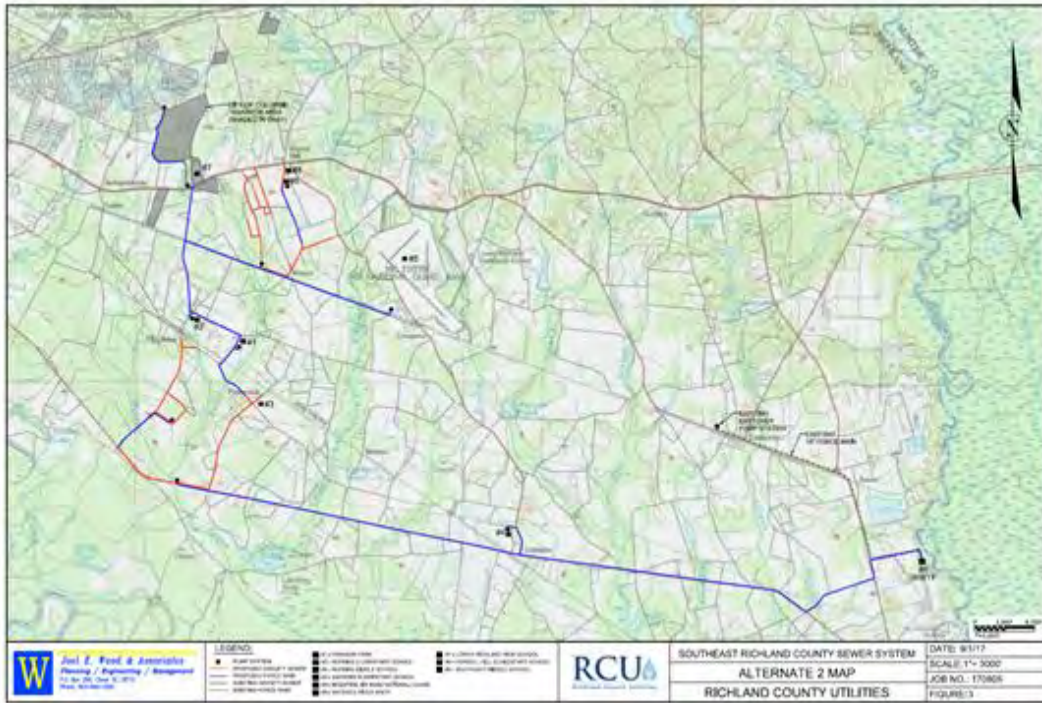


# APPENDIX A

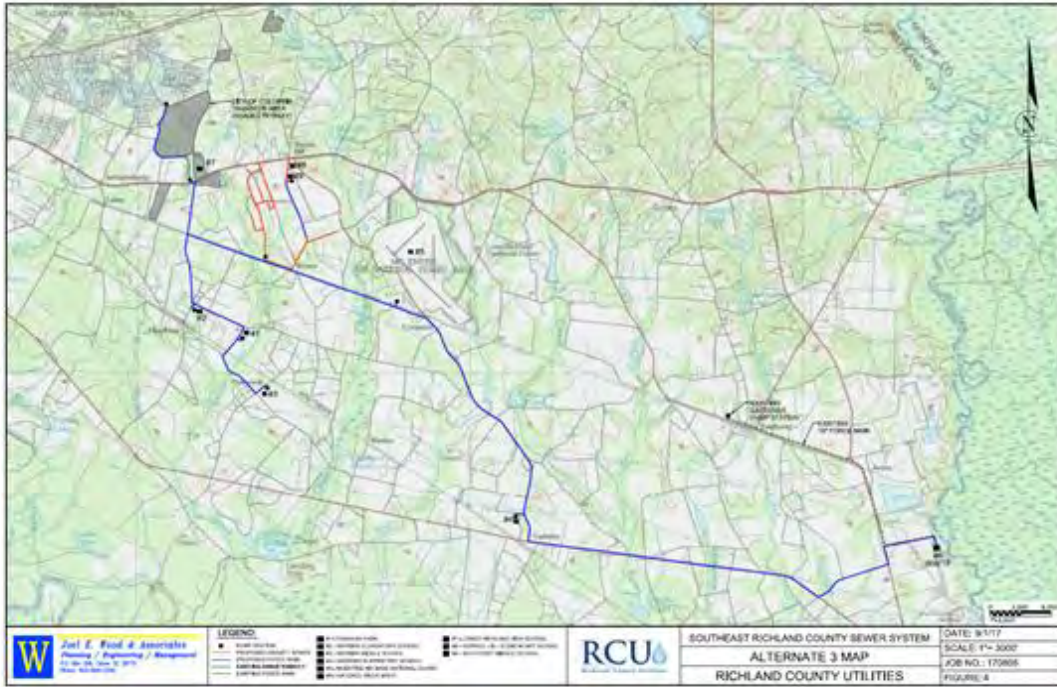
ALTERNATE 1



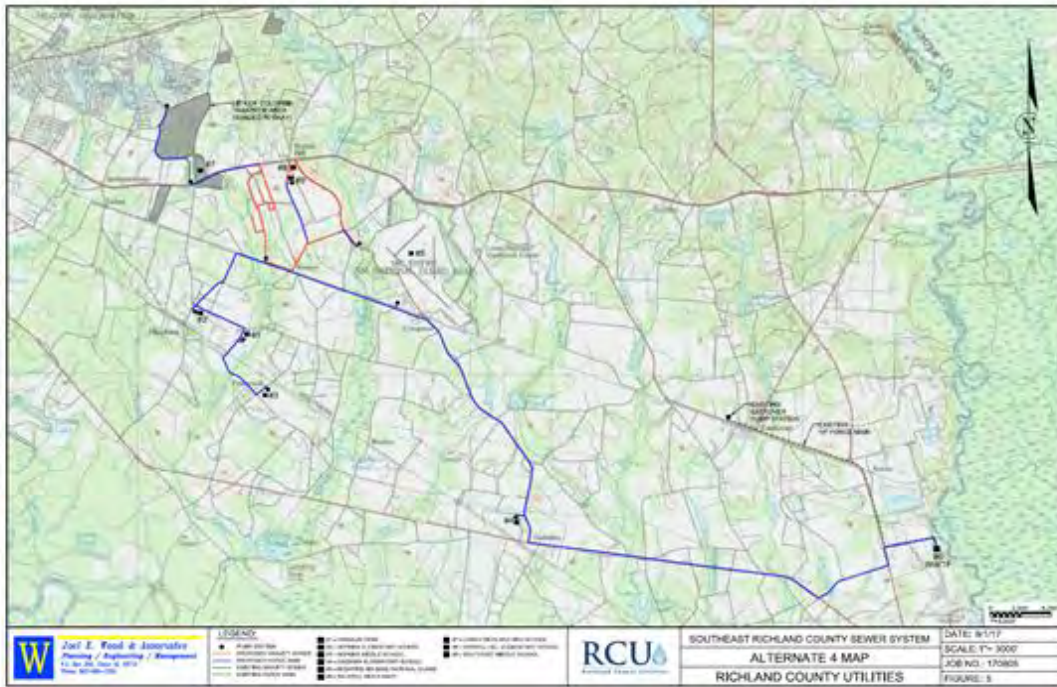
ALTERNATE 2



# ALTERNATE 3



# ALTERNATE 4



## Richland County Council Request for Action

**Subject:**

Council Motion: Move to authorize Dr. Yudice and staff to utilize emergency funds to facilitate third party well testing in areas potentially impacted by Westinghouse's previously undisclosed 2011 uranium leak. Funds would be available for testing over the next thirty days, subject to individual requests [MYERS and DICKERSON]

**Notes:**

September 25, 2018 – The committee recommended Council identify funds that would be used in temporary mode, and once it is determined Westinghouse's liability, that these same funds that are being used would then be attached to whatever liability they have, so it would be clear this is not a donation by the County, and should be paid back, at a later date.



## **Development & Services Committee Meeting Briefing Document**

### **Agenda Item**

Utilize emergency funds to facilitate third party well testing in areas potentially impacted by Westinghouse's previously undisclosed 2011 uranium leak

### **Background**

During its September 11, 2018 Special Called Council meeting, Councilperson Myers brought forth the following motion:

"Council Motion: Move to authorize Dr. Yudice and staff to utilize emergency funds to facilitate third party well testing in areas potentially impacted by Westinghouse's previously undisclosed 2011 uranium leak. Funds would be available for testing over the next thirty days, subject to individual requests"

In 2011, Westinghouse experienced a uranium leak. The June 2018 U.S. Nuclear Regulatory Commission facility report indicated that contamination could spread into creeks, ponds and groundwater.

### **Issues**

Potential ground water contamination due to Westinghouse's previously undisclosed 2011 uranium leak in the southeastern portion of the County.

### **Fiscal Impact**

Staff has identified \$70,000 in the current fiscal year budget to be used for this effort.

### **Past Legislative Actions**

There are no past legislative actions associated with this request.

### **Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

### **Staff Recommendation**

Funding for this initiative is available should Council proceed with approving this motion. Staff has obtained three quotes from vendors that can perform the testing, with the lowest cost being \$210 per test.



## Richland County Council Request for Action

**Subject:**

Council Motion: To resolve the water contamination issues in the Lower Richland community and put the citizens at ease I move that Richland County move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area [N. JACKSON]

**Notes:**

September 25, 2018 – The committee recommended directing the Utilities Director to explore the potential of receiving seed money to expedite the project.



## **Development & Services Committee Meeting Briefing Document**

### **Agenda Item**

Move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area

### **Background**

During its September 11, 2018 Special Called Council meeting, Councilperson N. Jackson brought forth the following motion:

“To resolve the water contamination issues in the Lower Richland community and put the citizens at ease I move that Richland County move forward with the water system already approved with partnership with Westinghouse nuclear energy plant, International Paper, SCE&G and others to provide seed funds as they all have contributed to water quality in the area”

In 2011, Westinghouse experienced a uranium leak. The June 2018 U.S. Nuclear Regulatory Commission facility report indicated that contamination could spread into creeks, ponds and groundwater.

### **Issues**

- The cost associated with expanding the County’s water system.
- The willingness of Westinghouse, International Paper and SCE&G to provide seed funding for this initiative.

### **Fiscal Impact**

Based on the preliminary engineering estimate, the project’s initial estimated cost would be \$13.7 million for design and construction of a water distribution network as an extension of existing Hopkins water System. The additional funding will be required for later phases of the project which will depend on the demand and necessary enhancement to the infrastructure (i.e. piping, pumps and Treatment Plant).

### **Past Legislative Actions**

There are no past legislative actions associated with this request.

### **Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

### **Staff Recommendation**

If Council proceeds with this motion, staff would initiate discussions with external stakeholders as it relates to obtaining seed funding for this initiative and then present a financial and implementation approach to Council for its review and approval.

## Richland County Council Request for Action

**Subject:**

County Council is requested to approve the award of the contract for the Fountain Lake Rd. Paving Project to Armstrong Contractors, LLC

**Notes:**

September 25, 2018 – The committee recommended Council approve the award of the contract for the Fountain Lake Rd. Paving Project to Armstrong Contractors, LLC in the amount of \$227,605.70.



**Administration and Finance Committee Meeting  
Briefing Document**

**Agenda Item**

County Council is requested to approve the award of the contract for the Fountain Lake Rd. Paving Project to Armstrong Contractors, LLC

**Background**

Fountain Lake Rd. falls partially within the City of Columbia limits and partially in unincorporated Richland County. Approximately 0.30 miles of Fountain Lake Road is in disrepair and has been patched multiple times through emergency repair by both the County and the City. Both the City and the County routinely receive requests from citizens to repair the road.

Richland County and the City jointly approached the County Transportation Committee (CTC) to request C Funds to repave this section of the road. Because the majority of the section in disrepair belongs to the County, it was agreed that the County would assume the responsibility of managing the project. The CTC approved and issued a project number for it in May 2018.

Procurement issued a Request for Bids RC-097-B-2018 in July 2018, and bids were received in August 2018. Two bids were received:

Armstrong Contractors \$197,918.00  
Lynches River Contracting \$363,347.60

**Issues**

There are no other issues.

**Fiscal Impact**

The lowest, responsible, responsive bidder on this project was Armstrong Contractors in the amount of \$197,918.00. Adding a 15% contingency to that amount brings the project to \$227,605.70. The bid amount and contingency will be paid with the approved C Funds, no other funding is required.

**Past Legislative Actions**

County Council approved in March 2018 to accept the unincorporated portion of Fountain Lake Rd. into the County Road Maintenance System.

**Alternatives**

1. Approve the award of the contract for the Fountain lake Rd. Paving Project to Armstrong Contractors, LLC in the amount of \$227,605.70.
2. Do not approve the award of the contract for the Fountain lake Rd. Paving Project to Armstrong Contractors, LLC in the amount of \$227,605.70.

**Staff Recommendation**

It is recommended that County Council approve the award of the contract for the Fountain lake Rd. Paving Project to Armstrong Contractors, LLC in the amount of \$227,605.70.

**Submitted by:** Procurement Office

**Date:** August 21, 2018





May 21, 2018

Ms. Allison Steele, P.E.  
Assistant County Engineer  
Richland County  
100 Powell Road  
Columbia, South Carolina 29203

Dear Ms. Steele:

I am pleased to inform you that the Richland County Transportation Committee (CTC) has requested the South Carolina Department of Transportation (SCDOT) to budget CTC funds to Richland County for an improvement project.

Per the CTC's approval, \$310,546.08 was allocated for local paving project **PCN P037605**. This project is described as rebuilding the private portion of Fountain Lake Road, beginning at Garners Ferry Road and continuing approximately 1,740 feet to the existing portion in the City of Columbia limit. Per memorandum from the CTC and the County, reimbursement of funds is contingent upon the transfer of ownership to the City or County of Columbia. Please note that the Project Control Number (PCN) shown above will identify this project in our records and should be included on all correspondence.

Richland County will have full responsibility for the procurement, construction, maintenance, and inspection of this project. **The County is expected to comply with the requirements set forth in S. C. Code of Laws, Section 12-28-2740 (Supp. 1996), and the SC Consolidated Procurement code regarding construction specifications and procurement procedures.** No bid preferences are allowed unless required by state or Federal law.

SCDOT will reimburse CTC funds for eligible project costs up to the amount budgeted by the CTC, based upon the County's submission of the signed Request for Payment Invoice (form enclosed). The Request for Payment Invoice of all local contract expenditures must be accompanied by detailed documentation of the charges. This documentation may be in the form of a canceled check, contractor's invoice, supplier's invoice, an engineer's pay estimate, or a statement of direct expenses, if County personnel accomplish the work. Each invoice shall be certified true and correct by a duly authorized representative of the County. By submission of the payment request, the agent is certifying that the work and/or materials for which the payment is requested has been incorporated into the above referenced project; that the project has been administered and constructed in accordance with the SC Consolidated Procurement code and with the requirements of S. C. Code Section 12-28-2740 (Supp. 1996); all

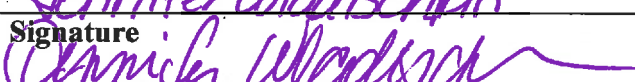
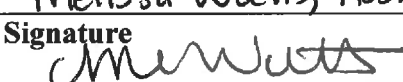
Post Office Box 181  
955 Park Street  
Columbia, SC 29202-0181

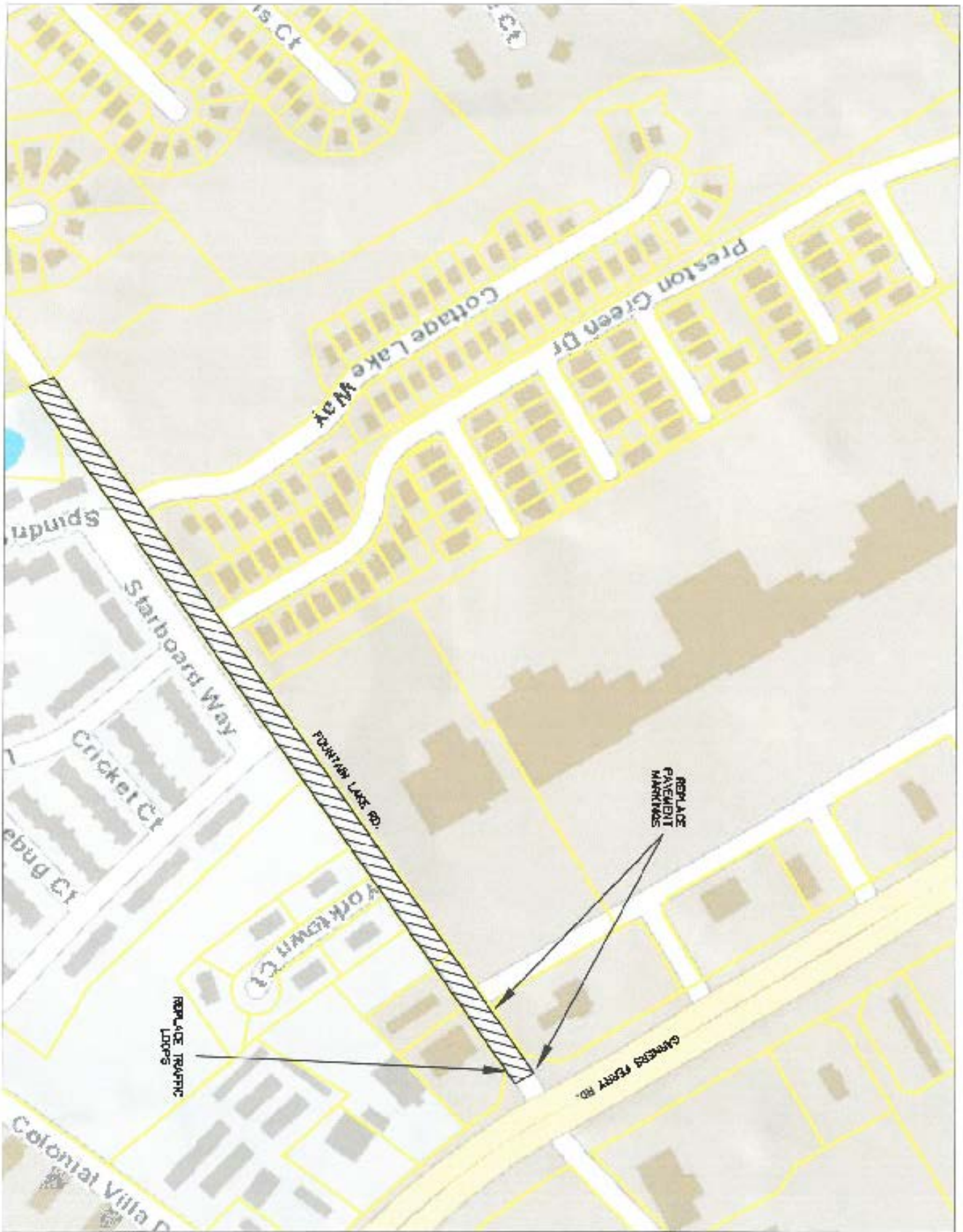


www.scdot.org  
An Equal Opportunity  
Affirmative Action Employer  
855-60-SCDOT (352-467-2388)

Solicitation/Quote Number: RC-097-B-2019	Date Issued: 7/2/2018	Due Date: 8/7/18 Time Due: 2:00PM	PAGE <u>1</u> OF <u>1</u>
Department: Public Works	Requisition#	Buyer:	Number of Addendum(s) Issued: 2
Representative: Allison Steele	Purchase Order Number:	Bid Bond %	Apparent Low Bidder:

### Tabulation Sheet

Item #	Supplies/Services/Equipment	U/I	Qty	Vendor:	Vendor:	Vendor:	Vendor:
1	Fountain Lake Rd Paving	GT	1	Lynches River	Armstrong Contractors		
	<b>TOTAL</b>			\$363,347.60	\$197,918.00		
Name & Title of Certifying Official:				Name & Title of Assistant:			
Jennifer Wladischkin				Melissa Watts, Assistant Procurement Manager			
Signature				Signature			
							
Date				Date			
8/4/18				8/7/18			





## Richland County Council Request for Action

**Subject:**

Hospitality Tax Funding for EdVenture

**Notes:**

September 25, 2018 – The committee recommended Council approve the amendment to the FY19 hospitality tax allocation to EdVenture in the amount of \$58,000 using the funding available in the current budget.



**Administration & Finance Committee Meeting  
Briefing Document**

**Agenda Item**

Amendment to the FY19 Edventure Budget

**Background**

It is customary for grantees to receive amended grant agreements throughout the fiscal year as Council members allocate additional funds from their Hospitality Discretionary Accounts. When this occurs, staff prepares and distributes amended grant agreements to incorporate the amendments made by Council. This occurred with the hospitality tax funds allocated to EdVenture. However, as the amended grant agreement was being prepared for Edventure in FY18 a staff member accidentally used the wrong base amount when adding the additional allocated funding resulting in a grant agreement totaling \$58,000 more than was actually approved by Council for FY18. Although this was purely an accident, corrective actions have been implemented by the Office of Budget and Grants Management Director to produce more stringent audit and review practices to avoid or mitigate such issues in the future.

**Issues**

Edventure has incurred related expenditures of \$58,000 based off the Grant agreement and is asking their budget be amended as part of the Hospitality Tax Rollover to be reimbursed for those expenditures.

**Fiscal Impact**

Staff has identified \$58,000 from the H-Tax Contingency Budget in FY18 that can be rolled over to cover the reimbursement.

**Past Legislative Actions**

In FY18 Richland County approved Edventure's Budget of \$155,557 additionally, Council members allocated \$68,975 in H-Tax Discretionary funds for a total Council approved FY18 Budget of \$224,532. Finally, in FY18 Council approved unspent H-Tax Discretionary Funds to be rolled over into FY19

**Alternatives**

1. Consider the request and proceed accordingly.
2. Consider the request and do not proceed.

**Staff Recommendation**

Staff recommends approving the amendment to the FY19 hospitality tax allocation to EdVenture in the amount of \$58,000 using the funding available in the current budget.

## Richland County Council Request for Action

**Subject:**

Move forward with review of the SE & NE Sport Complex plans to promote tourism and support AAU and other sports in the County

**Notes:**

September 18, 2018 – The committee recommended Council to approve moving forward with a study to do a sports complex in Northeast and Southeast Richland County.



## **Administration & Finance Committee Meeting Briefing Document**

### **Agenda Item**

Move forward with review of the SE & NE Sport Complex plans to promote tourism and support AAU and other sports in the county

### **Background**

During its September 11, 2018 Special Called Council meeting, Councilperson N. Jackson brought forth the following motion: "Move forward with review of the SE & NE Sport Complex plans to promote tourism and support AAU and other sports in the county"

#### **Sports Complex:**

In April of 2014, The Sports Facilities Advisory (SFA), LLC presented a Feasibility Report for a "Richland County Sports Complex" to Richland County. The Report incorporated Stakeholder input. Part of the study included a Five-Year Operating Pro Forma that included capital costs, start-up expenses, projected revenue and operating expenses. The locating of the facility was projected for two county properties in District 7, north of Hardscrabble Road on Farrow. (205 acres)

#### **Indoor Sports Arena:**

In March 2014, Brownstone Design presented a Sports Arena Feasibility Study to the County. The property of interest was located in District 10 near the Atlas and Bluff Road. The parcels are 83.81 acres. The study included capital costs, start-up expenses, projected revenue and operating expenses. In May of 2014, a Feasibility Work Session was held with Council resulting in a request for income/expense assumptions from Brownstone. In July, the Tax Committee recommended moving forward with due diligence and full Council directed the staff to proceed. Between September 2014 and April of 2015, a Phase II ESA and two appraisals of the property were conducted.

### **Issues**

The projected outdoor sports facility construction costs were \$19,321,454 (2014). The two parcels would require relocation of some utilities.

The projected indoor facility land acquisition and construction cost were estimated around \$16,000,000 (2014).

### **Fiscal Impact**

None directly associated with this motion.

### **Past Legislative Actions**

There are no past legislative actions associated with this request.

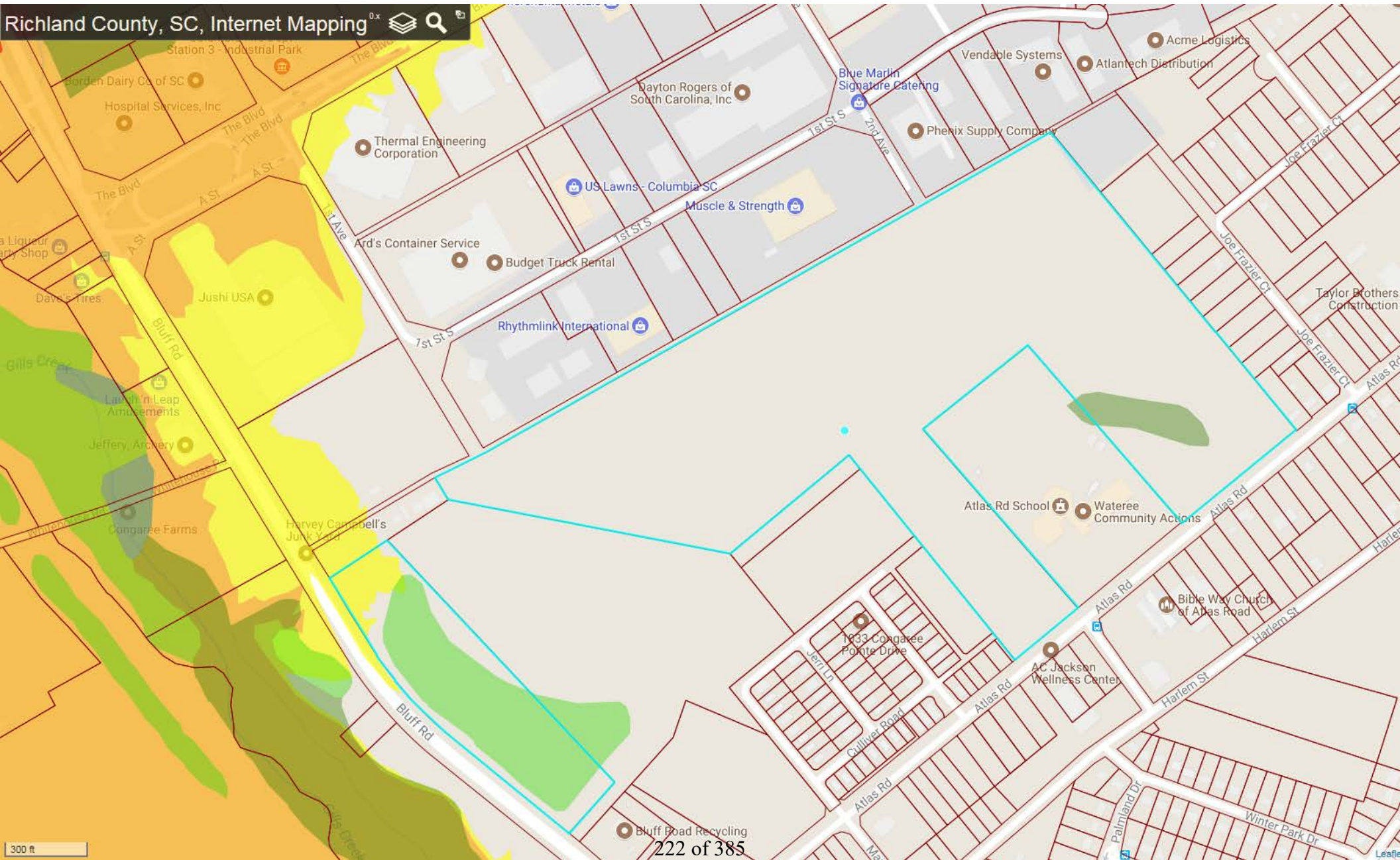
### **Alternatives**

1. Consider the motion and proceed accordingly.
2. Consider the motion and do not proceed.

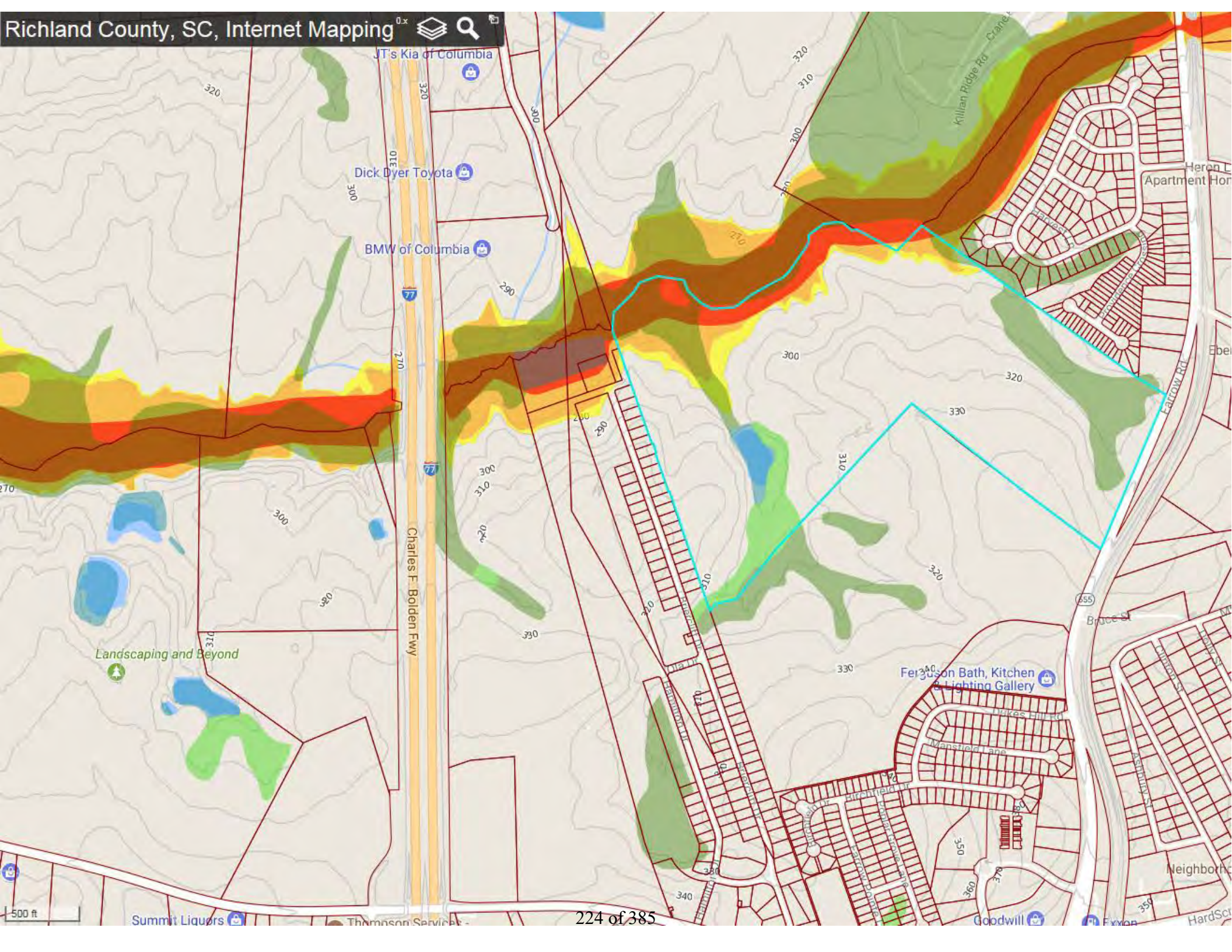
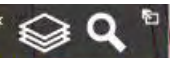
**Staff Recommendation**

If Council proceeds with this motion, staff would move forward with reviewing the SE & NE Sport Complex plans and present a report on its findings to the Council for its consideration.









JT's Kia of Columbia

Dick Dyer Toyota

BMW of Columbia

Landscaping and Beyond

Charles F. Bolden Fwy

Killian Ridge Rd

Heron L  
Apartment Hor

Ferguson Bath, Kitchen  
& Lighting Gallery

Neighborn

500 ft

Summit Liquors

Thomson Serv

Goodwill

Fryer

HardSc





## Briefing Document

### Agenda Item

Change order to contract CPS18054 with S&ME for due diligence at the Blythewood Industrial Site.

### Background

In 2015, while completing due diligence on “the Barnett tract” in Blythewood, the ED office recognized an opportunity to pursue an additional 657 contiguous acres to create a potential megasite on the I-77 corridor.

In order to make a determination on the feasibility of purchasing and developing the site, the ED office planned to complete 1) all necessary due diligence on the properties to include: a Phase I Environmental Assessment, Cultural Resources Identification Study, Threatened and Endangered Species Investigation, Wetlands Delineation and Jurisdictional Determination, Seismic Site Classification Analysis and Geotechnical Investigation, and 2) complete a Master Development Plan.

In January 2018, the county optioned the 657 acres and began working with budgeting to program funds to complete due diligence. The county previously completed a competitive selection process for due diligence on the adjacent property, and the scope was expanded to include this additional property. In May 2018, S&ME was released to proceed with due diligence on the site.

### Issues

In June 2018, S&ME completed a Cultural Resource Identification Study. Five archeological sites and six above ground resources were identified, and two previously recorded structures were revisited. As a result of the findings, approximately 178 acres were recommended for intensive survey and additional investigations recommended on the previously recorded structures.

In August 2018, the State Historic Preservation Office responded and made the following recommendations:

- Phase I intensive survey of the 178 acres;
- The above ground resources be evaluated for National Register of Historic Places; and,
- Phase II testing at the two previously recorded structures.

Since there are questions and potential risks associated with a large percentage of the property – in areas with the largest portions of developable sites – it would be prudent to complete further investigations before determining whether to proceed with the property purchase.

### **Fiscal Impact**

The cost to complete the additional due diligence is \$21,000. (See attached proposal). When the budget was created for the project, staff allocated \$135,090 to Blythewood for due diligence and master planning. With the change order, the project is still within the established budget.

Below is a summary of costs:

Original Contract for Due Diligence	\$43,600
Master Planning Services	\$38,190
Traffic Study	\$14,750
Additional Due Diligence	<u>\$21,000</u>
Total	\$117,540
DOC Grant	(\$51,900)
County Funds	\$65,640

### **Past Legislative Actions**

n/a

### **Alternatives**

n/a

### **Staff Recommendation**

Approval of a change order in the amount of \$21,000 to contract CPS18054.



September 14, 2018

Richland County Economic Development  
1201 Main Street, Suite 910  
Columbia, South Carolina 29201

Attention: Ms. Tiffany Harrison, Deputy Director  
[harrison.tiffany@richlandcountysc.gov](mailto:harrison.tiffany@richlandcountysc.gov)

Reference: **Proposal for Phase I Cultural Resource Services  
Blythewood Industrial Site - Northern Portion**  
Blythewood, Richland County, South Carolina  
Proposal No. 42-1800968

Dear Ms. Harrison:

S&ME, Inc. (S&ME) is pleased to submit this proposal for a Phase I cultural resource survey of approximately 178 acres at the proposed Blythewood Industrial Site – Northern Portion in Richland County, South Carolina. This proposal outlines the description of the project, our proposed scope of services, and a schedule and fee for these services. We will perform the services under the existing Agreement for Services (Form AS-071) dated March 12, 2018, associated with S&ME Proposal Number 42-1800248. It is our understanding that a PO will be issued for these services.

## ◆ Property Description

In June 2018, S&ME completed a Cultural Resources Identification Survey (CRIS) on the approximately 658-acre project area. As a result of the investigations, five archaeological sites (38RD1466 through 38RD1470) and six above ground resources (BIP-1 through BIP-6) were identified during the investigation, and two previously recorded structures were revisited (4815 and 4862). Additional investigations were recommended at two of the archaeological sites identified, 38RD1466 and 38RD1468, to fully delineate the site boundaries and explore the extent of the archaeological deposits and approximately 178 acres (27 percent) of the project area was recommended for a Phase I intensive survey. The remaining archaeological sites were recommended as not eligible for inclusion in the National Register of Historic Places (NRHP) and the above ground resources were not evaluated for NRHP eligibility per the CRIS guidelines.

The CRIS report was submitted to the State Historic Preservation Office (SHPO) for their review and SHPO responded in a letter dated August 31, 2018. The SHPO agreed with the recommendations requesting the following:

- Phase I intensive survey of the 178 acres recommended;
- The newly recorded above ground resources be evaluated for NRHP eligibility, be assigned a SHPO Site Number, and have survey forms completed for each resource; and
- Phase II testing at sites 38RD1466 and 38RD1468.

It is S&ME's opinion that not enough information has been gathered, at this point, for the two archaeological sites to determine if Phase II testing is necessary. In completing the Phase I intensive survey, more information will be acquired at the two sites and recommendations will be made in regards to if that level of investigation is necessary.

## ◆ Scope of Services

The following scope of services is in response to the August 31, 2018 SHPO letter.

### Task 1 – Archaeological Fieldwork

An intensive survey of approximately 178 acres of the project area will be completed. The survey will involve both pedestrian survey and shovel testing techniques. Pedestrian survey will be used to locate quarries, cemeteries, chimneys, wells, and other above ground features, as well as any artifacts lying on the ground surface. In addition to the pedestrian survey, shovel tests will be excavated at 30-m intervals across the project area. This may be increased to 60-m intervals in areas where the surface visibility exceeds 50 percent, in areas of hydric soils, or in heavily disturbed areas. In areas containing standing water or steep slope (i.e., greater than 15 percent), shovel testing may be replaced by pedestrian survey.

Shovel tests will be at least 30 cm x 30 cm, and excavated to sterile subsoil or at least 80 cm below surface (cmbs), whichever is encountered first. Soil from the shovel tests will be screened through ¼-inch wire mesh. If artifacts are found, additional shovel tests will be excavated at 15-m intervals to delineate site boundaries. Sites will be located using a GPS unit and plotted on USGS 7.5 minute topographic maps and project plans.

Artifacts recovered during the survey will be segregated and bagged by site and relative provenience within each site. Sites will be documented using South Carolina archaeological site forms that will be submitted to South Carolina Institute of Anthropology and Archaeology (SCIAA) upon completion of the fieldwork. The Field Director will maintain detailed notes on survey methods, sites identified during the survey, and relevant environmental factors such as soil types associated with specific sites. Each identified site will be photographed using a digital camera and plotted using a GPS unit. The artifacts, notes, photographs, maps, and other project-related materials will be returned to the laboratory for processing upon completion of the field studies. Artifacts will be washed, analyzed, and prepared for permanent curation.

### Task 2 – Architectural Fieldwork

Additional research will be conducted to evaluate the six identified above ground resources and make recommendations on eligibility for the NRHP. Additional photographs of the resources will be taken and additional maps and archival research will be conducted to help develop the historic context of the resources and determine their integrity. Based on the additional fieldwork and research, S&ME will make a recommendation on NRHP eligibility for each of the six resources. S&ME will also complete South Carolina Statewide Survey of Historic Resources forms, including printed digital photographs that meet the guidelines stipulated in the *Survey Manual: South Carolina Statewide Survey of Historic Properties* (SHPO 2015). S&ME will address possible adverse effects, if any, to these resources presented by the proposed development of the project area. Possible solutions to the adverse effects will be presented in the report.

### Task 3 – Analysis and Reporting

The artifacts, notes, photographs, maps, and other project-related materials will be returned to the S&ME laboratory for processing upon completion of the field studies. Artifacts will be washed, accessioned, analyzed, and temporarily curated. After project clearance has been obtained, S&ME will transfer the artifacts and relevant notes to the landowner at the completion of the project, or, at the request of the client, a curation facility that meets the federal curation standards outlined in 36 CFR Part 79.

The project deliverables will consist of a draft technical report. The report will document the project methodology, background research, fieldwork, analyses, and results. It will also include National Register recommendations (i.e., not eligible or additional work) for each resource discovered, and a description of potential impacts to significant resources. The final report will be provided once comments are received from the Client, SHPO, and regulatory agencies.

#### ◆ Excluded Services and Limitations

This proposal is solely intended for the Basic Services as described in the Scope of Service and does not provide for Phase II testing at potentially significant archaeological sites, if identified, or the development of a Memorandum of Agreement, Data Recovery Plan, or additional steps necessary to evaluate or address adverse effects on potentially significant historic or archaeological resources that may be identified during this investigation. Nothing in this proposal should be construed as fulfilling any consultation obligations of federal agencies pursuant to regulations contained in *The Protection of Historic Properties* (36 CFR 800).

It is important to note that while we will attempt to make recommendations regarding the significance and integrity of a resource identified during this survey, there are instances where additional investigations will be necessary to evaluate the significance and NRHP-eligibility of a resource.

#### ◆ Fees and Schedule

S&ME will have a draft report ready for client review within six weeks of notice to proceed, weather permitting. Suggested edits to the report will be made and the report will be submitted to SHPO for their review. The SHPO then has 30 days to review the report and respond with comments. Copies of the final report and requested/required electronic copies will be submitted to the Client and SHPO.

S&ME will complete the scope of services outlined above for a **lump sum fee of \$21,000**.

#### ◆ Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the Client fulfilling the following responsibilities:

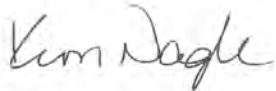
- Prohibit hunting activities during the time period of the field portion of our scope of work;
- Provide access to the site, including keys to gated areas;
- Acquire all landowner permissions; and
- Provide a PO as notice to proceed.

◆ **CLOSING**

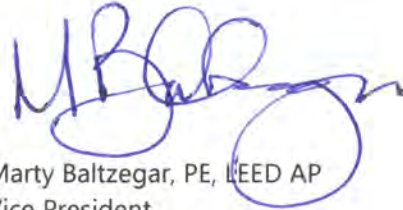
S&ME appreciates the opportunity to provide you with this proposal and budget. If you have any questions about our proposal or need any additional information, please do not hesitate to contact me at 803-561-9024 or via e-mail at [knagle@smeinc.com](mailto:knagle@smeinc.com).

Sincerely,

**S&ME, Inc.**



Kimberly Nagle, MS, RPA  
Senior Archaeologist



Marty Baltzegar, PE, LEED AP  
Vice President

SOUTH CAROLINA

)

)

A RESOLUTION

RICHLAND COUNTY

)

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT BETWEEN RICHLAND COUNTY AND PROJECT BLYTHEWOOD; IDENTIFYING THE PROJECT; AND OTHER MATTERS RELATED THERETO**

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, (the “FILOT Act”) Title 4, Chapter 1 (the “Multi-County Park Act”), Code of Laws of South Carolina 1976, as amended (the “Code”), 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, the County is authorized by Section 12-44-70 of the FILOT Act and Section 4-1-175 of the Multi-County Park Act to authorize and provide, for the purposes outlined in Section 4-29-68 of the Code, certain credits against revenues received and retained under Article VIII, Section 13 of the South Carolina Constitution with respect to properties and projects located within a Park (“Special Source Revenue Credits”);

WHEREAS, Project Blythewood, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to acquire and expand a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in (i) the acquisition of an existing building that has a current value of \$5,400,000 and machinery and equipment that has a current value of \$6,900,000 (collectively, the “Existing Property”) and (ii) an investment of approximately \$13,600,000 in taxable real and personal property (collectively, the “Expansion Property”), (iii) the retention of approximately 29 full-time equivalent jobs and (iv) the creation of approximately 16 new, full-time equivalent jobs;

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“FILOT Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the FILOT Act and certain Special Source Revenue Credits for both the Existing Property and the Expansion Property;

WHEREAS, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the “Multi-County Park Authority”), the County has placed or intends to place the site on which the Project will be located in a multi-county industrial and business park (a “Park”) established by the County pursuant to qualifying agreement with an adjoining South Carolina county (the “Park Agreement”); and

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

**Section 1.** This Resolution is an inducement resolution for this Project for purposes of the FILOT Act.

**Section 2.** County Council agrees to enter into a FILOT Agreement which provides the following: (i) for the Existing Property, a Special Source Revenue Credit for 30 years in the amount of 40% of the



annual payment due with respect to the Existing Property; and (ii) for the Expansion Property, (a) a fee in lieu of tax arrangement with FILOT Payments based on a fixed assessment ratio of 6%, a fixed millage rate, for all taxing entities within whose taxing jurisdiction the Project falls, of the millage rate in effect for all taxing entities at the Project site on June 30, 2017, which the parties hereto believe to be 574.6 mills, and the fair market value of the Expansion Property (which value is not subject to reassessment as provided in the FILOT Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended, and (b) a Special Source Revenue Credit for 20 years in the amount of 25% of the annual FILOT Payments.

**Section 3.** The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

**Section 4.** County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the FILOT Agreement and the FILOT Act.

**Section 5.** The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

**Section 6.** This Resolution is effective after its approval by the County Council.

RESOLVED: October 2, 2018

RICHLAND COUNTY, SOUTH CAROLINA

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Chair, Richland County Council

(SEAL)  
ATTEST:

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Clerk to County Council



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Lee Rambo

Home Address: 2230 Wheat St., Columbia, SC 29205

Telephone: (home) 803-252-9227 (work) 803-606-0112

Office Address: N/A

Email Address: leerambo@sc.rr.com

Educational Background: BA: University of North Carolina at Chapel Hill; MA: Columbia University, New York

Professional Background: former Congressional aide, elementary school teacher, student teacher supervisor

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: Richland Library plays a critical role in the educational and economic well-being of Richland County.

I want to have a leadership position in managing this valuable asset.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

Prior Richland Library experience: Friends Board (VP), Foundation Board (chair for two years), Vote for our Libraries Core Group  
(directed strategy for 2013 bond referendum), Foundation's Learning Centers major gifts campaign (chair).

Presently serve on any County Committee, Board or Commission? Richland County Conservation Commission

Any other information you wish to give? published author of children's book "Books for Oliver"

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 30 plus

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Lee Rambo*  
Applicant's Signature

August 16, 2018  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8-16-18</u>	Received by: <u><i>[Signature]</i></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: Delaine A. Frierson

Home Address: 204 Beacon Lane, Columbia, SC 29229

Telephone: (home) 803-736-6136 (work) N/A

Office Address: N/A

Email Address: delainefrierson@hotmail.com

Educational Background: BA in history; MS in U.S. History; MBA in Marketing

Professional Background: Retired Director of Fair Housing; Former teacher

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Library Board of Trustees

Reason for interest: The resources of the library equalize educational opportunities for all individuals. I want to ensure that this continues.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

I use the library as if it were my second home. I wish to share its treasures with others.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Jim Manning; Calvin "Chip" Jackson

Hours willing to commit each month: As many as necessary

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No ✓ \_\_\_\_\_

If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

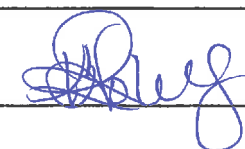
Delaine A. Frierson  
Applicant's Signature

August 11, 2018  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8-13-18</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



**APPLICATION FOR SERVICE**

**ON RICHLAND COUNTY**

**COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Yvonne George Stocker

Home Address: 135 American Ave. Hopkins, SC 29061

Telephone: (home) 803-776-1149 (work) Retired \_\_\_\_\_

Office Address: \_\_\_\_\_

Email Address: ygstocker4675@att.net

Education Background Professional Background: B.S. Elementary Ed. M.S. in Literacy

Male Female F Age: 18-25 26-50 Over 50 X

Name of Committee in which interested: Richland County Library Board of Trustees

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
To be an active member with insight and attention, to carry out policies in an efficient, effective manner.

Interested in being an asset to my community, especially with school children and senior citizens. I also tutor young children. Local missionary in my church to visit and feed the seniors.

Presently serve on any County Committee, Board or Commission? Richland Library Board of Trustees

Any other information you wish to give? Committed to the Library. Recommended by  
Council Member(s): Councilman Norman Jackson (original recommendation) Hours  
willing to commit each month \_\_\_\_\_

**CONFLICT OF INTEREST POLICY**

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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 no \_\_\_\_\_

**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

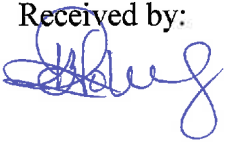
Do you have any financial or personal interest in any business or corporation (profit or not-for profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes \_\_\_\_\_ No no \_\_\_\_\_

If so, describe: \_\_\_\_\_

Yvonne G. Stocker                      7-26-2018  
Applicant's Signature                      Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.**

<b>Staff Use Only</b>	
Date Received: <u>7-30-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

**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.**





APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant MUST reside in Richland County.

Name: J. Calhoun Watson ("Cal")

Home Address: 21 Otranto Lane, Columbia, SC 29209

Telephone: (home) 803.787.9048 or 803-447-5649 (work) 803.231.7839

Office Address: 1310 Gadsden Street, Columbia, SC 29201

Email Address: cwatson@robinsongray.com

Educational Background: BA, Wofford College (1984); JD University of South Carolina School of Law (1987)

Professional Background: Managing Partner and Member, Robinson Gray Stepp & Laffitte, LLC

Male [X] Female [ ] Age: 18-25 [ ] 26-50 [ ] Over 50 [X]

Name of Committee in which interested: Richland County Library Board of Trustees

Reason for interest: The Library plays a very important role in our community and has the potential to impact virtually every person in Richland County. I would very much like to use whatever talents I can offer to assist the Library in achieving its goals and impacting our community.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Prior service and leadership on other boards (Historic Columbia Foundation, SC Bar, SC Bar Foundation); fiscal and policy experience of a mid-size law firm (65+ employees, including 30 lawyers) as managing partner responsible for strategic vision, finances, and policy.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I am interested in the mission of the Library and very willing to serve on this Board.

Recommended by Council Member(s):

Hours willing to commit each month: I am willing to commit the time needed for the responsibilities and function of the Board.

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

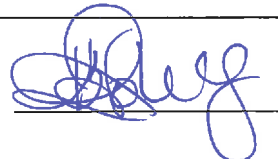
  
\_\_\_\_\_  
Applicant's Signature

August 15, 2018  
\_\_\_\_\_  
Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8-17-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION

**Applicant MUST reside in Richland County.**

Name: Avni Gupta-Kagan

Home Address: 125 Shandon St, Columbia SC 29205

Telephone: (home) 803-401-5673 (work) 803-572-4114

Office Address: 125 Shandon St, Columbia SC 29205

Email Address: aguptakagan@gmail.com

Educational Background: J.D. (Yale Law School), B.A. (Yale College)

Professional Background: Education Consultant, School Leader, Teacher

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Library Board of Trustees

Reason for interest: The Richland Public Library is one of the greatest assets of this community and represents deep commitment by the county council to provide an amazing resource to people in this county. I would love to work to make sure the library appeals to a broad range of individuals and serves its educational mission.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

I have background in both non-profit management and education that I think could be helpful to the library. I love helping organizations think about long- and short-term strategy for meeting community needs, as well as managing executive leaders. In particular, I'd love to help the library think about how to best connect with education goals in the community.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? \_\_\_\_\_

Recommended by Council Member(s): Yvonne McBride

Hours willing to commit each month: 5-10

**CONFLICT OF INTEREST POLICY**

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No  \_\_\_\_\_

**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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

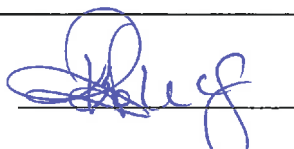
Avni Gupta-Kagan  
Applicant's Signature

August 19, 2018  
Date

**Return to:  
Clerk of Council, Post Office Box 192, Columbia, SC 29202.  
For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

<b>Staff Use Only</b>	
Date Received: <u>8-20-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: R. Lee Snelgrove

Home Address: 2725 Mills Drive, Columbia SC 29204

Telephone: (home) 803-422-8882 (work) 803-254-5008

Office Address: 1219 Taylor Street, Columbia SC 29201

Email Address: lee.snelgrove@gmail.com

Educational Background: BA in Philosophy from the University of SC Honors College

Professional Background: Executive Director of One Columbia for Arts and History

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Library Board of Trustees

Reason for interest: I have a passion for the mission of the Richland Library to help citizens of the county learn, create and share. The library is a vital aspect of making the County a place where I want to live and work.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:  
I have a wide network of partners and colleagues in arts and culture and experience in non-profit management, budgeting and doing necessary community-based work.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? I have previously worked with the Library to develop public art projects.

Recommended by Council Member(s): Yvonne McBride

Hours willing to commit each month: 10 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 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.*

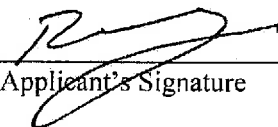
Yes \_\_\_\_\_ No **XX** \_\_\_\_\_

**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 **XX** \_\_\_\_\_ No \_\_\_\_\_

If so, describe: One Columbia for Arts and History, a past partner on the development of public art projects at renovated locations.

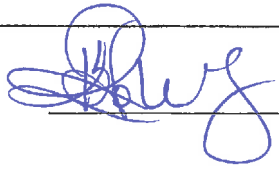
  
Applicant's Signature

8/17/18  
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.**

<b>Staff Use Only</b>	
Date Received: <u>8-17-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Johnny Ray Noble  
Home Address: 150 Rose Oak Drive  
Telephone: (home) 8037437223 (work) 8032560088  
Office Address: 2336 Elmwood Ave Columbia SC  
Email Address: revnoble@aol.com  
Educational Background: BS, MA, D.Min, PhD in Counseling Psychology  
Professional Background: Military, Clergy, Educator, Community Champion  
Male  Female  Age: 18-25  26-50  Over 50   
Name of Committee in which interested: Richland County Library Board  
Reason for interest: I am a champion for literacy and early intervention programs for the children in Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:

Goal-directed, results-oriented professional with a strong background in administration, management, leadership, and teaching.

Keen insight into the needs and views of others-able to listen and identify issues or problem areas and form innovative solutions.

Presently serve on any County Committee, Board or Commission? I presently serve on the Library Board

Any other information you wish to give? Recently selected to chair this board by a vote of the current board members

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: As many as needed

**CONFLICT OF INTEREST POLICY**

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All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

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** \_\_\_\_\_

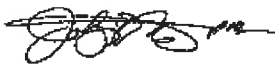
**STATEMENT OF FINANCIAL OR PERSONAL INTERESTS**

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

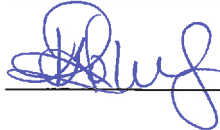
August 12, 2018

Date

**Return to:**  
**Clerk of Council, Post Office Box 192, Columbia, SC 29202.**  
**For information, call 576-2060.**

**One form must be submitted for each Committee, Board or Commission on which you wish to serve.**

**Applications are current for one year.**

		<b>Staff Use Only</b>	
Date Received:	<u>8-14-18</u>	Received by:	
Date Sent to Council:	_____		
Status of Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	<input type="checkbox"/> On file





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**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Erin E. Johnson

Home Address: 239 Brooksdale Drive, Columbia, SC 29229

Telephone: (home) 803-542-5788 (work) 803-978-7822

Office Address: 2711 Middleburg Drive, Suite 213, Columbia, SC 29204

Email Address: skillman.erin@gmail.com

Educational Background: MPH, Community Health Education (U of Wisconsin-LaCrosse), BA, Exercise Science (UNC)

Professional Background: VP for Community Investment, Central Carolina Community Foundation (2016-present)

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: Richland Library is a community leader in human-centered design, innovation, and equity.

They connect our community and have re-imagined the role of the local library. I would be honored to serve on their Board.

Your characteristics/qualifications, which would be an asset to Committee, Board or

Commission:

Extensive experience in community engagement, nonprofit management, and practical implementation of research.

I also have in-depth knowledge of other organizations and initiatives in the County to help guide strategic plan and partnerships.

Presently serve on any County Committee, Board or Commission? No current service on a county board

Any other information you wish to give? Recent honors: 2018 Woman of Influence, The State's 20 Under 40 (2016)

Recommended by Council Member(s): Chip Jackson & Jim Manning

Hours willing to commit each month: 5

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

Yes \_\_\_\_\_ No 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 \_\_\_\_\_

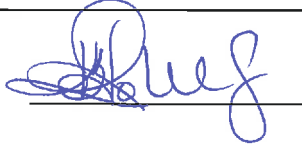
If so, describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Erin E. Johnson 8/22/18  
Applicant's Signature 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.**

<b>Staff Use Only</b>	
Date Received: <u>8-24-18</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	

2



**APPLICATION FOR SERVICE ON RICHLAND COUNTY  
COMMITTEE, BOARD OR COMMISSION**

**Applicant MUST reside in Richland County.**

Name: Jennifer Ford

Home Address: 113 Carolina Ridge Drive, Columbia, SC 29229

Telephone: (home) N/A (work) 803-237-6080

Office Address: SC PEBA, 202 Arbor Lake Drive, Columbia, SC 29223

Email Address: Jenniferkford@yahoo.com

Educational Background: Please reference attached document.

Professional Background: SC PEBA; SC DCA, SC DEW, SCRA (Please see attached document)

Male  Female  Age: 18-25  26-50  Over 50

Name of Committee in which interested: Richland Library Board of Trustees

Reason for interest: To aid in the identification of long-term goals and diverse collaborative opportunities  
that would benefit the patrons of Richland Library.

Your characteristics/qualifications, which would be an asset to Committee, Board or  
Commission:  
As an active member of a non-profit organization for the past 3 years, I hold a new appreciation for giving back to the community, through involvement  
with service projects that benefit those that reside in and around the Midlands. This attitude would be an asset to the Richland Library Board of Trustees

Presently serve on any County Committee, Board or Commission? Please see attached document.

Any other information you wish to give? Not at this time.

Recommended by Council Member(s): \_\_\_\_\_

Hours willing to commit each month: 3-4

**CONFLICT OF INTEREST POLICY**

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*Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.*

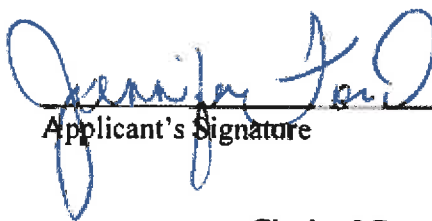
Yes \_\_\_\_\_ No X \_\_\_\_\_

#### 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

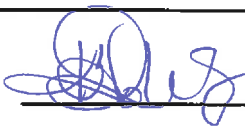
  
Applicant's Signature

8-24-18  
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>8-24-18</u>		Staff Use Only	
Date Sent to Council: _____		Received by: 	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file			



## Jennifer K. Ford

113 Carolina Ridge Drive  
Columbia, SC 29229  
jenniferkford@yahoo.com  
(803) 237-6080

### ***Professional and Community Involvement:***

- International Association of Privacy Professionals, Columbia KnowledgeNet Chapter, Co-Chair (2018-Present)
- SC Public Employee Benefit Authority, Employee Recognition Committee, Member (2017 - Present)
- Junior League of Columbia, Member (2015-Present)
- Junior League of Columbia, Fund Development Committee, Member (2016-Present)
- Junior League of Columbia, Communications Liaison, Member (2018-Present)
- Sistah Friend Book Club, Advisory Committee Member (2014-2016)
- Sistah Friend Book Club, Member (2008-2010; 2012-2016)
- SC Department of Employment and Workforce, Accountability Report Chairperson (2009-2011)
- SC Employment Security Commission, Labor Market Information, Technology Committee, Member (2007-2009)
- International Association of Workforce Professionals, Member (2007-2008)

### ***Professional Development and Certifications:***

- VOICE Lessons, Leadership Development Series (Class of 2018 )
- SC Division of State Human Resources, Associate Public Manager Cohort Program (Class of 2018)
- Certified Information Privacy Professional (CIPP)/US Certification (October 2018 - Candidate)
- LeaderSHIFT Executive Women's Leadership Program, Columbia College (Class of 2016)

- Grant Writing Management USA (Class of 2012)

**Education:**

- University of South Carolina, Columbia, SC  
Bachelor of Science, Integrated Information Technology (formerly AIME), August 2003
- Webster University, Columbia, SC  
Master's Degree, Business Administration, May 2008
- George Mason University, Fairfax, VA  
Legal Studies Certificate, August 2015

**Employment:**

- Privacy Officer (2016-Present)  
SC Public Employee Benefit Authority, Risk Management and Compliance Division, Columbia, SC
- Program Coordinator (2013-2016)  
SC Department of Consumer Affairs, Identity Theft Unit, Columbia, SC
- Research and Planning Administrator (2007-2013)  
SC Department of Employment and Workforce, Columbia, SC
- Project Administrator/Web Coordinator (2005-2007)  
SC Research Authority, Columbia, SC



## TRANSPORTATION PROGRAM

### Request to Condemn Property

Garners Ferry Road (US 378) & Harmon Road S-86  
Intersection Improvement  
Project ID P030839, Richland PDT 0297

**Parcel Number:** 18  
**Tax Map Number:** R24800-04-35  
**Property Owner(s):** Katherine Morrell Newman

**Area of Acquisition:** 0.380 AC/16,545 square feet for new right-of-way

**Amount of Appraised Offer:** \$18,900.00 for land and improvements thereon if any

**History of Acquisition:** Acquisition was in accordance with the procedures of the South Carolina Department of Transportation and the Richland County Right-of-Way Policy. Appraised offer in the amount of \$18,900.00 was made. Landowner has not made a county offer to date.

Map of Property is attached. (one sheet)

Enclosed is the agent's worksheet containing additional information.

September 11, 2018  
Page 1 of 1

Condemnation Worksheet

County: RICHLAND  
Road/Route: Garners Ferry Road (US Route 378) & Harmon Road (S-86) – Intersection Improvement  
File: NA  
Item: NA  
SCDOT Project ID – P030839  
RPP Project – No. 0297

Landowner: **Katherine Morrell Newman – 775 Harmon Road, Hopkins, SC 29061**  
**Home Phone – 803-776-9499 – Cell – 803-240-6086**

Mortgage Date: **NONE**

Deed Dated 5/9/2005

Deed Recorded on 7/18/2005

Recorded In: Book R1075 at Page 3664

Tax Map #: R24800-04-35

Description of Real Property: obtain – 16,545 SF/0.380 AC

Property Source for the construction of a section of Garners Ferry Road (US 378) & Harmon Road (S-86) – Intersection Improvement

Consideration - \$18,900.00

Damages: -0-

Tract: 18

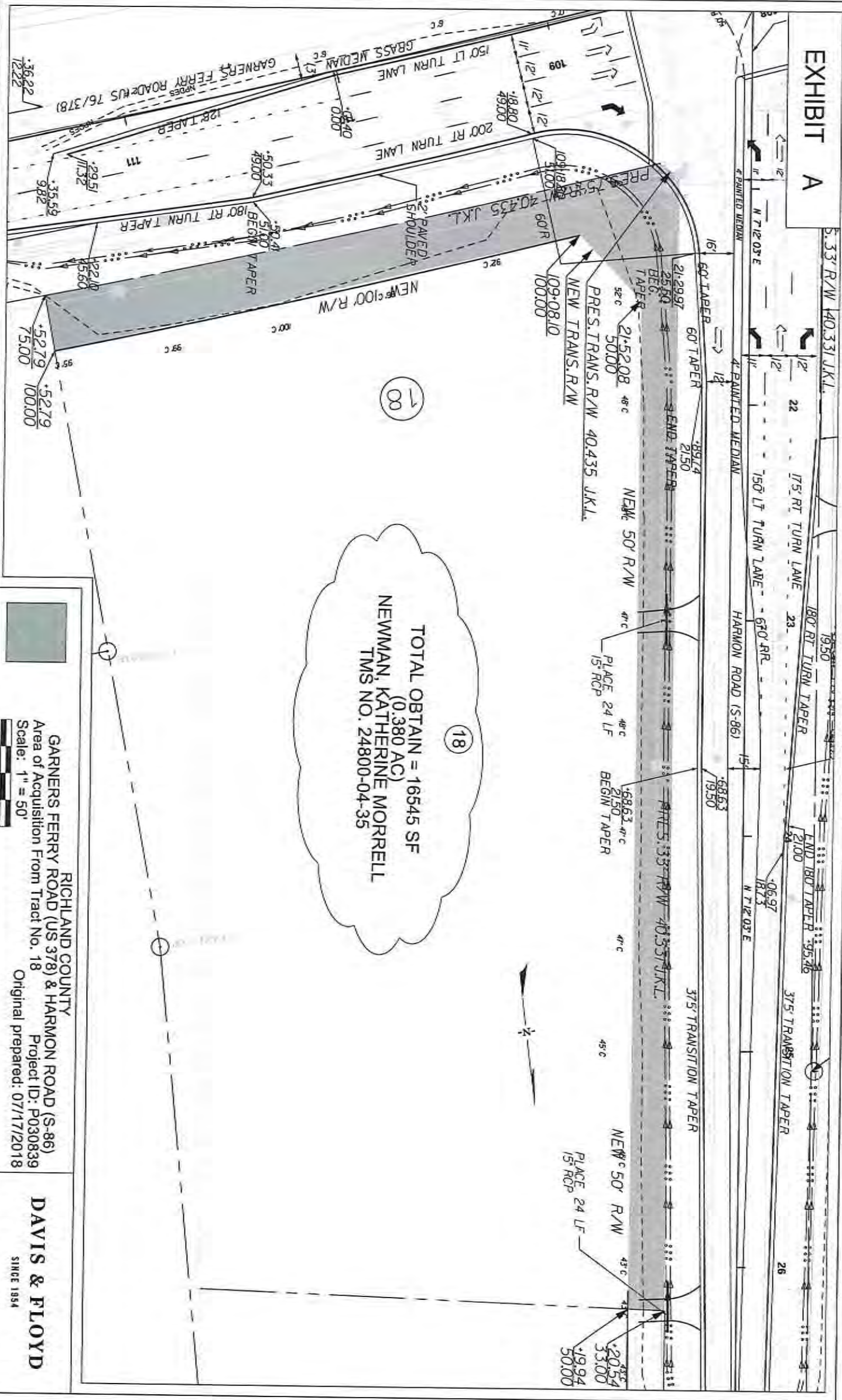
All that parcel or strip of land, in fee simple, containing 0.380 of an acre/ (16,545 square feet) , more or less, and all improvements thereon, if any, owned by Katherine Morrell Newman shown as the area “total obtain” on Exhibit A , attached hereto and made a part hereof, on the left, of the Garners Ferry Road (US 378) survey centerline between approximate survey stations 108+63 and 111+53 and on the right, of the Harmon Road (S-86) survey centerline between approximate survey stations 20+78 and 26+20.54,

Tax Map Number R24800-04-35





# EXHIBIT A



**18**

TOTAL OBTAIN = 16545 SF  
(0.380 AC)  
NEWMAN, KATHERINE MORRELL  
TMS NO. 24800-04-35

RICHLAND COUNTY  
GARNER'S FERRY ROAD (US 378) & HARMON ROAD (S-86)  
Area of Acquisition From Tract No. 18  
Scale: 1" = 50'  
Project ID: P030839  
Original prepared: 07/17/2018

**DAVIS & FLOYD**  
SINCE 1854

## RIGHT OF WAY AGENT'S WORKSHEET

Road/Route: Garners Ferry Road (US-378) & Harmon Road (S-86) Project ID No: SCDOT Project ID P030839 RPP Project ID No 297  
 County: Richland R/W Agent: A. Wells  
 Plan Sheet(s): 4, 4A, 6, 7 Tract: 18  
 Property Address (Physical): 779 Harmon Road, Hopkins, SC 29061

### OWNER'S AND ADDRESSES

Name & Mailing Address: Katherine Morrell Newman  
775 Harmon Road  
Hopkins  
Columbia, South Carolina 29061  
 Phone: Day 803-776-9499 home Katherine Newman Evening katnewman@aol.com Cell 803-240-6086 cell

### MORTGAGES AND ADDRESSES

Name & Address: None of Record  
 Recorded: Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_ Amount \_\_\_\_\_  
 Lessees       Liens       Judgements       Property Taxes  
 Name(s)/Addresses: n/a

### OWNERSHIP

Before: 2.90 acres Dimensions: irregular  
 Acquisition: 16,545 SF/0.380 acres  
 After: 2.520 acres  
 Tax Map No(s): R24800-04-35 Plat Information: Book n/a Page n/a

### TITLE ABSTRACT

From	To	Date	Amount	Book	Page
Carey Morrell Porter	Katherine Morrell Newman	5-9-2005 7-18-2005 Rec.	\$5.00	R1075	3664

Type Of Instrument:  Easement  Title  Permission  Other  
 Condemn  Yes  No Advertise:  Yes  No

Survey (1) From 20+78 To 26+26.54 <sup>27+56 Harmon Road</sup> (2) From 108+63 To 111+53 Garners Ferry Road  
 Stations (3) From \_\_\_\_\_ To \_\_\_\_\_ (4) From \_\_\_\_\_ To \_\_\_\_\_  
 Width Of R/W 33' 75' Feet, That Is new 50' new 100' Feet On right of Harmon Road left of Garners Ferry Rd. (US76/378) Side Of The Centerline

**OTHER SPECIAL PROVISION(S)**

Permission for construction slopes needed. NOTE: slopes converted to new r/w on 7-11-2018.

**TRIANGULAR AREAS**

Size n/a  Lt  Rt Sta \_\_\_\_\_ At The Intersection Of \_\_\_\_\_ & \_\_\_\_\_  
 Size n/a  Lt  Rt Sta \_\_\_\_\_ At The Intersection Of \_\_\_\_\_ & \_\_\_\_\_  
 Outfall Ditch:  Construct  Clean  Right Of Way  
 Rt  Lt Sta n/a For \_\_\_\_\_ Feet  
 Rt  Lt Sta n/a For \_\_\_\_\_ Feet  
 Construction Slopes: Between Survey Stations 21+48 & 21+68 Rt Harmon Rd.  
 Relocated Centerline: Between Survey Stations n/a & \_\_\_\_\_

**PRELIMINARY CONTACT**

Person Contacted Katherine Morrell Newman Date May 30, 2018  
 Person Present U. S. Mail Place Contacted 775 Harmon Road, Columbia, SC 29061  
 Remarks: Preliminary contact letter, r/w strip map, plan sheet(s) and Highways and You Pamphlet mailed to the property owner.  
 Date Brochure Delivered 5-30-2018 Date Appraisal Approved 8-6-2018  
 Date 100% Drawdown Offered (Federal Projects Only) n/a  
 Appraisal Requested:  Yes  No

Additional Remarks:

5-28-18 Received a copy of the approved r/w plans.

5-30-18 Received a Preliminary Title Opinion.  
 A preliminary contact letter, r/w strip map and plan sheet(s) along with a Highways and You Pamphlet mailed to the out of state property owner this date.

6-11-18 No response yet from property owner so agent visited the property owner's home which is located on-site. No one answered the door so agent left a business card and a note for Mrs. Newman.

Mrs. Newman called agent after agent had left the premises. Mrs. Newman said she was not feeling well and asked agent to schedule an appointment to meet at another time. Mrs. Newman said she will be out of town the next two weeks and asked agent to meet on Monday, Jun 25<sup>th</sup> at 2:00 PM at her residence.

6-14-18 No response has been received from Mrs. Porter, so agent called her sister (Katherine Newman) who lives on the adjacent property. Agent spoke with Mrs. Newman this morning to let her know that new r/w is also being acquired on her sister's property and that agent has not received a response from her sister. Agent asked Mrs. Newman if she would mind providing agent with Mrs. Porter's telephone number so agent can follow-up with her. Mrs. Newman refused to provide agent her sister's telephone number and said she would relay any information to her sister. Agent explained that he needs to deal with Mrs. Porter directly concerning her property, unless Mrs. Porter advises agent to deal directly with Mrs. Newman (as her agent). Again, Mrs. Newman refused to provide agent her sister's telephone contact and said agent will just have to wait awhile.

Mrs. Newman then stated that we don't need to deal with her sister because the plans aren't complete. Agent assured Mrs. Newman that the plans are complete and have been approved by the Engineer of Record. Mrs. Newman said we can discuss that during our upcoming meeting on June 25<sup>th</sup>.

6-25-18 Mrs. Newman called agent Sunday evening, June 24<sup>th</sup> and left a voice message that she would not be able to meet tomorrow as she is having company. Agent called Mrs. Newman and rescheduled to meet on Thursday, June 28<sup>th</sup> at 1:00 PM.

6-27-18 Agent was copied on a Tuesday, June 26<sup>th</sup> e-mail from Justin Lyles (D&D Cola. Office) to Ben Lewis advising that he received a call from Katherine Newman and she asked him to meet with her as she has some questions. Ben Lewis informed Mr. Lyles that since he has already scheduled a meeting with her to please move forward, but in the future please forward these property owner requests directly to him.

6-28-18 Agent met Ben Lewis to review the r/w plans for Tract 18 and to point out that both the r/w plans and data sheet indicate construction slopes are needed; however, the cross sections don't show any construction slopes. Mr. Lewis reviewed the plans and explained that the r/w plan sheet are rounded to whole numbers which indicate a small amount of construction slopes and the construction plan sheet are rounded to a much greater detail and show the slope line running parallel with the new r/w. Mr. Lewis stated the r/w plan sheet and data sheet will be revised to remove the construction slopes which don't appear to be required. *Mr. Lewis also confirmed that the obtain will not changes as a result of the revision.* Mr. Lewis also verified with Justin Lyles that he did not discuss permissions or review cross sections with Mrs. Newman. Mr. Lyles confirmed that he did not discuss permissions or review cross sections with Mrs. Newman.

*Mr. Lewis met agent's to advise that after further review of the plan sheets, he noticed that the location of the new r/w as shown on the cross section sheet was misaligned approximately two (2) feet further inside the land owner's property. Mr. Lewis stated that data sheet and r/w plan sheet are actually correct and the cross sections will be revised to correct the error. Mr. Lewis stated that construction slopes will be required.*

Agent and Tim Seybt met Katherine Newman on-site this afternoon to discuss the project and walk the r/w. Mrs. Newman was provided a copy of the plans and the "Highways and You" manual which was also mailed to her in agent's preliminary mail out. Agent reviewed the r/w plans and explained how the project will affect the property. Agent reviewed the title opinion and confirmed ownership and boundary lines etc. and confirmed the title opinion is accurate and complete.

Mrs. Newman was reminded that agent has not received a response from her sister (Carey Porter - Tract 17), nor has her sister returned any of agent's voice messages. Agent again asked Mrs. Newman to please provide agent with a telephone number for her sister - Mrs. Newman refused and said Mrs. Porter's husband passed away recently and she doesn't need to be bothered. Mrs. Newman told agent and Mr. Seybt that her sister asked her to represent her on tract 17. Agent politely asked Mrs. Newman to have his sister e-mail agent to confirm that she has appointed Mrs. Newman to represent her - Mrs. Newman said she would have her sister send agent a written authorization.

Project limits were reviewed and discussed. Agent explained the need for construction slopes and provided Mrs. Newman a copy of the Permission form. Agent explained that an appraisal will be ordered for the r/w acquisition. Agent further explained that the appraisal cannot be ordered until permission is granted for the contractor to access her property during construction of the project to do the necessary slope work on her property to tie it back in to the roadway improvements. Mrs. Newman said she understood and did not see any issues with granting the slope permission, but she wanted to review the permission form and will get it back to agent next week.

Agent informed Mrs. Newman that left and right turn lanes will be constructed on Harmon Road onto Garner Ferry Road, and a new right turn lane will be provided on U. S. Hwy. 378 heading west towards Columbia. Mrs. Newman was informed that the r/w is being increased from its present 75' to a new 100' r/w (approx. 25' width) on her property along US Hwy. 378 and is being increased from a present 33' to 50' (approx. 17' width increase) on her property along Harmon Road. Agent discussed the four foot (4') painted median and two foot (2') paved shoulder along the east side of Harmon Road with Mrs. Newman.

Mrs. Newman informed that some Crepe Myrtle and other trees along Harmon Road appear to be located within the present right-of-way, and if so, will be removed during construction of the project. Mrs. Newman advised that the appraiser will address the loss of any trees or shrubbery which may be located within the new right-of-way. Mrs. Newman asked agent to show her where the new r/w is located. Agent walked the r/w with Mrs. Newman and showed

her the "approximate" location of the new right-of-way. Mrs. Newman stated that she wanted to know the exact location of the new r/w. Agent and Tim Seybt asked Mrs. Newman if she would like to have the present and new rights-of-way staked -she said she would. Mrs. Newman was told that a request will be made to have both the present and new rights-of-way staked and that we would contact her again once the staking is complete and meet with her again re-walk the r/w.

Agent informed Mrs. Newman that the new r/w will be acquired by Deed in fee simple and that an appraisal will be ordered to determine the fair market value of the r/w. Agent reminded Mrs. Newman that an appraisal will not be ordered until we receive an executed permission from her to grant slope construction. Mrs. Newman said that should not be a problem. Agent explained the appraisal process and informed Mrs. Newman that he will contact her again once the appraisal has been completed. Mrs. Newman told agent and Mr. Seybt that her home is listed as an historical home and should be appraised by someone with extensive experience appraising historical homes. Mrs. Newman added that she has been told by two other appraisers that there are no other properties located in Richland County that are comparable to hers. Agent assured Mrs. Newman that the appraiser is well qualified in performing appraisals. Mrs. Newman was told that it may be in her best interest to contact the appraiser once she receives his letter in order to schedule a time to meet with him and point out any concerns she may have.

Tim Seybt e-mailed Ben Lewis this afternoon to request the present and new r/w for tracts 18 & 17 be staked.

Ben Lewis e-mailed Mac Atkins with Cox and Dinkins to ask him to please proceed with staking the rights of way (existing and proposed) for tracts 17 & 18 on the Garners Ferry/Harmon Road project and to provide a schedule for conducting this field work.

7-3-18 No response yet from Ben Lewis or Mac Atkins on when the staking of the r/w will be done, so agent emailed Ben Lewis to ask if, or when the survey will be completed.

Ben replied by e-mail to say it should be approximately 2 weeks before this work is conducted in the field. Ben then emailed Mac Atkins again to let him know that when this work is ultimately scheduled, we will need to know the date, in order to notify County and also to let the PO know people will be on her property conducting these services.

Mr. Atkins replied by e-mail to say that he will have someone onsite on July 5<sup>th</sup> or July 6<sup>th</sup> to stake the r/w.

7-5-18 Agent made a courtesy call to Mrs. Newman to let her know that the surveyor will be doing the r/w staking either today or tomorrow. Mrs. Newman became very loud and boisterous and said that will not work as the surveyor needs to do the work the following Monday. Agent informed Mrs. Newman that the survey crew is very busy doing many jobs and it could take several weeks to have a crew available again. Mrs. Newman told agent to let the surveyor know that they are not to come onto her property. Agent politely reminded Mrs. Newman that she requested the staking. Agent told Mrs. Newman that he would contact the engineer to see what their schedule is and get back with her. Agent called Ben Lewis to let him that Mrs. Newman became very vocal when agent informed her of the r/w staking and that she said the surveyor does not have permission to enter her property. Ben said he would touch base with the Mac Atkins and get back with agent. Mr. Lewis called agent back to advise that Mr. Atkins just informed him the staking was completed earlier this morning.

Agent immediately called Mrs. Newman back but received her answering machine. Agent left a voice message to make her aware that the staking was completed earlier this morning. Agent asked Mrs. Newman to call him back to discuss and to schedule a convenient time to meet to walk and review the r/w staking.

7-6-18 Mrs. Newman e-mailed agent to advise that her cell phone now works and to say that she has not heard from the appraiser.

Agent emailed Mrs. Newman and reminded her of our on-site meeting and that we need the signed permission for construction slopes before an appraisal can be ordered. Agent reminded that we have not heard back from her or received a signed slope permission agreement. Agent explained that if she refuses to allow the contractor to do the needed slope work then the slope area will be converted to new right-of-way. Agent informed Mrs. Newman that if she is not willing to grant slopes, then we will have no choice but to convert the slope area to new right-of-way at which time an appraisal will be ordered. Agent again requested her decision.

Agent reminded Mrs. Newman that we still have not heard from her sister to confirm that Mrs. Newman has authority to represent her during the acquisition process. Mrs. Newman was reminded that we cannot discuss any details of her sister's property we will require a letter, or e-mail from her sister.

Agent also reminded Mrs. Newman that during our meeting she agreed to have the surveyor stake both the present and new rights-of-way and that we were to contact her again once the staking was completed in order to review the staking with her. I told Mrs. Newman that our engineer advised that the staking was completed yesterday morning (prior to my call to her). Agent asked Mrs. Newman to Please let us know when she will be available to meet to review the staking and thanked her for her time and support.

7-9-18 Agent notified Mrs. Newman by Certified Mail No. 7010 1150 0001 8173 8231 that we have spoken with her by telephone and also have met her on-site to explain the project and assist her in this process. Mrs. Newman was reminded that the present and new rights-of-way were staked per her request and that we let her know during our meeting that we would be happy to meet her on-site again to walk the right-of-way and view the staking. Agent asked if she still wished for us to meet with her and to please provide us a date and time to meet as soon as possible.

Mrs. Newman was also asked to let us know her decision on granting the County permission for construction slopes - as she previously indicated she would sign the slope permission and return it to us. Mrs. Newman was advised that we have not received the signed permission, or a response from her. Agent explained that we need the signed permission in order to move forward with the appraisal request, and if not, we will have to convert the slope area to new right of way. Agent requested her decision to grant the slope permission by the close of business on July 16<sup>th</sup> otherwise we will need to move forward.

Later in the day agent received a voice message from Mrs. Newman - she said she was calling because she hasn't heard from me since our on-site meeting and that she wanted the appraiser's telephone number because she wanted to speak to him.

7-10-18 Agent returned Mrs. Newman's July 9<sup>th</sup> phone call and reminded her that we have spoken since our on-site meeting - agent politely told her that agent just spoke with her on July 5<sup>th</sup> to let her know that the surveyor would be staking her property and her sister's property. Agent also reminded her that she got mad because she didn't want the surveyor to do the staking until the following Monday and she became angry and told agent that the surveyor could not come onto her property. Agent also reminded Mrs. Newman that he left her a follow up voice message to let her know that the staking had been completed earlier same that morning.

Mrs. Newman told agent "the survey stakes are not there anymore"! Agent asked Mrs. Newman why the r/w survey were not there - Agent politely asked if she pulled them up. Mrs. Newman told agent that she pulled all the stakes up and said she did not know what they were. Agent again politely told Mrs. Newman that she was aware of the survey stakes because we have discussed the staking on more than one occasion.

Agent informed Mrs. Newman that an appraisal cannot be requested until we know her decision on granting the slope permission. Mrs. Newman said she was advised by her attorney not to sign anything. Agent told Mrs. Newman that we will have no choice but to convert the slope area to new right of way and proceed with the appraisal request. Mrs. Newman asked agent to meet her again to explain the r/w.

Agent called Tim Seybt and Ben Lewis to let them know that Mrs. Newman has removed all the r/w stakes.

Mr. Seybt called agent and advised that the slope area will be converted to new r/w.

Agent was copied on an e-mail from Ben Lewis to Mac Atkins advising that we need a revision to the r/w plans for tract 18 to convert the slope area permission to new r/w.

7-11-18 Received a copy of the revised plan sheets to convert the slope area to new r/w, resulting in an increase in the obtain from 16,525 SF/0.379 acres to 16,545 SF/0.380 acres.

7-16-18 Agent met Katherine Newman and her neighbor (Mary Haygood) on the property this morning as a courtesy to re-walk the r/w, even though Mrs. Newman admittedly removed the survey stakes out of spite. Mrs. Newman told agent that she wanted her neighbor present during our review to help her better understand the process. Agent reviewed the plans with Mrs. Newman and Mrs. Haygood and walked the r/w explaining and showing both the present and new rights-of-way. Agent informed Mrs. Newman and Mrs. Haygood that since Mrs. Newman refused to grant permission for slope construction beyond the new r/w, the slope area has been converted to additional new r/w. Agent informed them that the new obtain has increased from 16,525 SF/0.379 acres to 16,545 SF/0.380 acres and that an appraisal will be ordered to value the acquisition. Mrs. Newman said okay. Mrs. Newman was provided a copy of the revised plans. Agent explained the appraisal process.

7-17-18 Agent emailed Tim Seybt to request an appraisal - also requested an Exhibit.

7-30-18 Received an email from Tony Martin advising that he met with Ms. Newman today and it was a bit of a difficult meeting. He said she was a bit argumentative about location of present r/w and what was in the new r/w and he do his best to answer her questions. She eventually said "Let's stop and cancel this meeting and just get the new right of way staked so we know where it is and you come back after it's staked".

Mr. Martin said that doing that would be fine but added that he was very comfortable in his knowledge of where the present and new r/w were located and could complete the appraisal without the staking. Mr. Martin said as they continued to talk she stated that the new right of way had been staked recently but that she pulled up the stakes because she wasn't present when the surveyors did the staking. Mr. Martin said that he got frustrated with her at his point and pressed her as to why she would do such a thing when she knew the purpose of the stakes (she had even said the surveyors had left a voicemail the night before to say they would be out in the morning) and that he (Mr. Martin) had spent his time driving to meet her and will have to return to her property, as will surveyors, when all any of us are trying to do is provide her with the information she is requesting.

At that point she became less abrasive and a bit sheepish. She asked if he could request "just a few stakes, maybe just

2 or 3" so she could see where the new r/w will be and she agreed that Mr. Martin wouldn't need to return to meet with her.

Mr. Martin said he should have the two appraisals (tracts 17 & 18) emailed out tomorrow.

8-3-18 Agent's certified letter dated July to Mrs. Newman dated was returned by the USPS as unclaimed/unable to forward. The certified envelope was marked as delivery attempted on July 13<sup>th</sup>, 18<sup>th</sup> and 23<sup>rd</sup>.

8-6-18 Received a copy of the appraisal and an approved appraisal review this date. Subject appraisal valued the r/w acquisition as follows: \$18,900 total (rounded) to include: \$17,282 for 16,545 SF of land, plus \$100 for site improvements (portion of asphalt drive), plus \$1,500 for landscaping.

Awaiting appraisal review.

Received a copy of the approved appraisal review this afternoon.

8-7-18 Agent called Mrs. Newman and left a voice message to let her know that the appraisal for her and her sister's property have been completed and that a copy will be mailed to her this morning. A copy of the appraisal and a written offer in the amount of \$18,900.00 (based on the appraisal valuation) were mailed by certified letter 7011 1150 0001 8173 8255 to the property owner) this morning.

8-14-18 Received the Certified return receipt this morning confirming that Mrs. Newman did receive the appraisals and offer for her and her sister's property.

Mrs. Newman emailed agent to request an email version of the proposals for her and her sister's property. Mrs. Newman also stated that she has a notarized statement from her sister, Carey Morrell Porter, appointing her as her spokesperson.

Agent emailed a copy of the appraisals and offers for her property and her sister's property per her request. Agent let Mrs. Newman know that he has received a Return Receipt from the USPS indicating she received a hard copy of the appraisals and offers for both tracts 17 & 18 which were mailed previously.

Agent also asked Mrs. Newman to please e-mail a copy of the Notarized document from Carey Porter indicating that she has appointed Mrs. Newman to represent her.

8-15-18 Received a voice message from Mrs. Newman late this evening again requesting agent to email her a copy of the appraisals and offers.

8-16-18 Agent emailed Mrs. Newman this morning to let her know that he received her telephone message last night asking agent to email her a copy of the appraisals and offers for tracts 17 & 18. Agent informed her that these documents were sent to her previously by Certified Mail on August 7<sup>th</sup>, and again by email on August 14<sup>th</sup> (agent forwarded a copy of his August 14<sup>th</sup> email with attached documents). Agent also informed Mrs. Newman that he has a certified mail return receipt and an automated email receipt confirming that these documents were received by her on August 7<sup>th</sup> and August 14<sup>th</sup>, respectively.

Agent again asked Mrs. Newman if she would please email agent a copy of her sister's Notarized letter appointing her as Mrs. Porter's representative.

Agent thanked her for her call and said he looked forward to receiving her decision as soon as possible.

8-18-18 (Saturday evening) Received an email from Mrs. Newman stating that she has called SCE&G to inquire if the need additional r/w and was advised by SCE&G that they don't know who to send her to. Mrs. Newman said she has tried several times and asked if agent could find out for her. Mrs. Newman also requested the appraiser's contact information.

8-20-18 Received a call from Eric Dickey to let agent know that Mrs. Newman been calling him to discuss the r/w acquisition and that he has referred her back to me for all discussions (Mrs. Newman has also made several phone calls to one of the other engineers at Davis & Floyd's Columbia office).

Mrs. Newman emailed agent to provide a copy of Carey Porter's notarized authorization letter granting Mrs. Newman authority to represent her in all aspect of any negotiations with her property. (copy in file folder)

Agent emailed Mrs. Newman to let her know that she needs to speak with SCE&G regarding the relocation of any poles or additional r/w they may need. Agent informed Mrs. Newman that he does not have a contact name or number for SCE&G.

Agent provided Mrs. Newman with the appraiser's telephone number (agent called Tony Martin prior to providing his phone number to Mrs. Newman). Mr. Martin told agent that he previously provided Mrs. Newman with his phone number and that she has called him several times to ask same questions that he has previously answered.

8-21-18 Agent called Mrs. Newman this morning and left a voice message to follow up the appraisal offer and request her decision.

Received a chain of emails between Mikal Plumley with the D&F Greenwood office and Tim Seybt advising that Mrs. Newman has also been calling their office also requesting assistance in getting a telephone pole moved. Mr. Seybt informed Mr. Plumley that we have already done all we can for Mrs. Newman and have also told her that if she wants a telephone pole moved she will have to contact SCE&G. Mr. Seybt said he will ask Kevin Sheppard, Eng. Contact her as a last resort and then we will have no choice but to move on. (copy of emails in file folder)

Mr. Seybt requested agent to forward a worksheet to him for tracts 17 & 18 so he can start preparing the condemnation notices.



Certified letter 7011 1150 0001 8173 8279 mailed to Mrs. Newman with a copy mailed by Certified letter 7011 1150 0001 8173 8262 to her sister Carey Porter (tract 17) advising that due to project time constraints we need their decision no later than Friday, September 14, or we will need to move forward with an eminent domain action.

Worksheet forwarded to Tim Seybt. A copy also emailed to Kevin Sheppard to add his remarks concerning his discussion with Mrs. Newman this date.

8-21-18 Kevin Sheppard called Mrs. Newman to answer any questions regarding the proposed acquisition of her property.

Mrs. Newman was concerned about the existing telephone poles located along her property, and if they had to be moved as a result of the construction, would the poles be relocated within the new proposed right of way? Mr. Sheppard advised her that SCE&G would develop a Utility Relocation Plan identifying options for moving the poles and whether or not they could be installed within the new right of way. If it was determined that they could not remain in the right of way, SCE&G would then have to acquire additional right of way from Mrs. Newman.

Mrs. Newman requested contact information for SCE&G in order to discuss this issue – Mr. Sheppard provided her with the phone number. She indicated that she believed the appraisal was fair, but was concerned with any additional right of way required by SCE&G and the potential impact that it may have on several trees along Harmon Road.

Brick Mailboxes – Exist. Conditions along Greensprings Dr in Candlewood Neighborhood – Sept 2018



**501 Greensprings Dr**

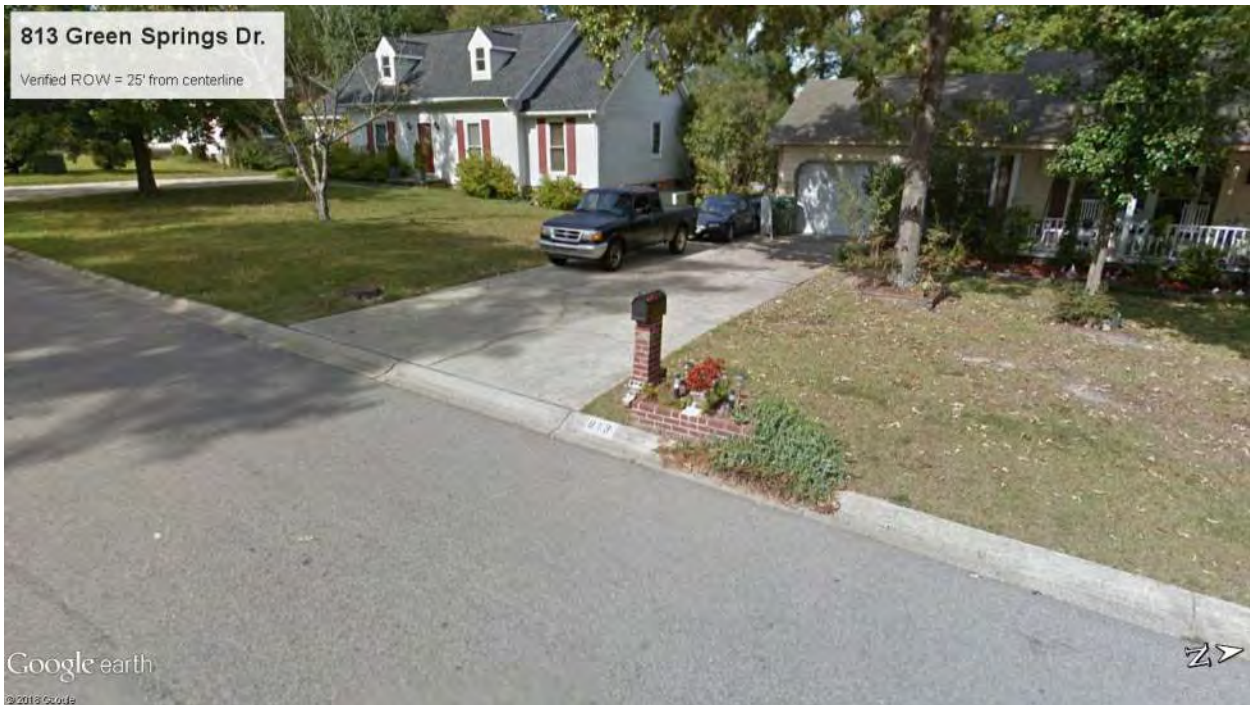


**505 Greensprings Dr**

Brick Mailboxes – Exist. Conditions along Greensprings Dr in Candlewood Neighborhood – Sept 2018



**717 Greensprings Dr**



**813 Greensprings Dr**

**REFERENCES**

NATIONAL DOCUMENTS  
 AASHTO M 278  
 AASHTO GEOMETRIC DESIGN  
 AASHTO ROADSIDE DESIGN GUIDE

SCDOT DOCUMENTS

RELATED DRAWINGS & KEYWORDS  
 T20-105-00

PRECONSTRUCTION  
 SUPPORT ENGINEER



*S. E. Argle, II*  
 SIGNATURE  
 MARCH 3, 2008  
 DATE

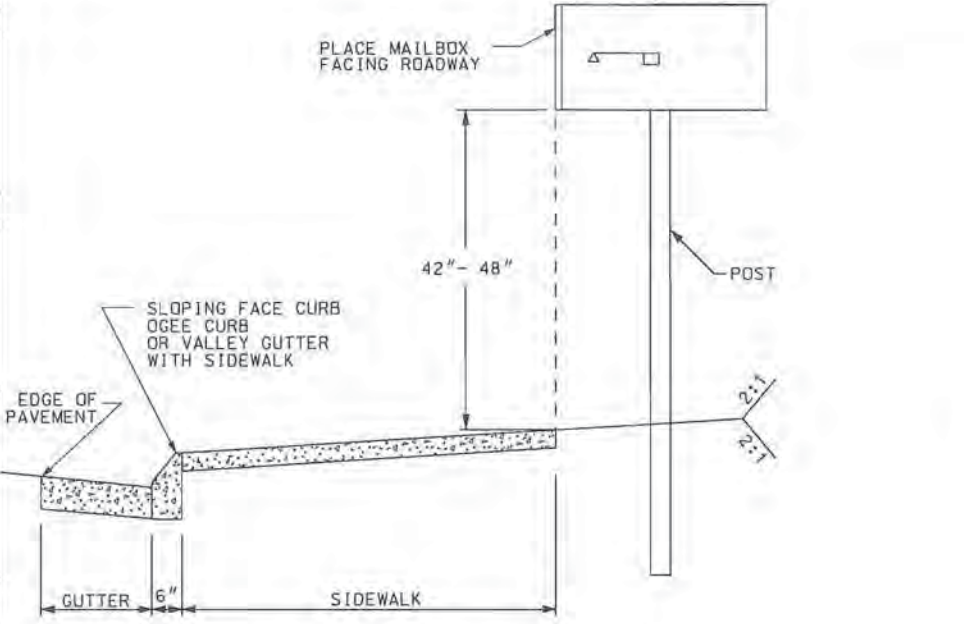
6			
5			
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0	3/2008	DSO	GENERAL REVISIONS
#	DATE	CHK	DESCRIPTION

**SCDOT**  
 SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION  
 DESIGN STANDARDS OFFICE  
 955 PARK STREET  
 ROOM 405  
 COLUMBIA, SC 29201

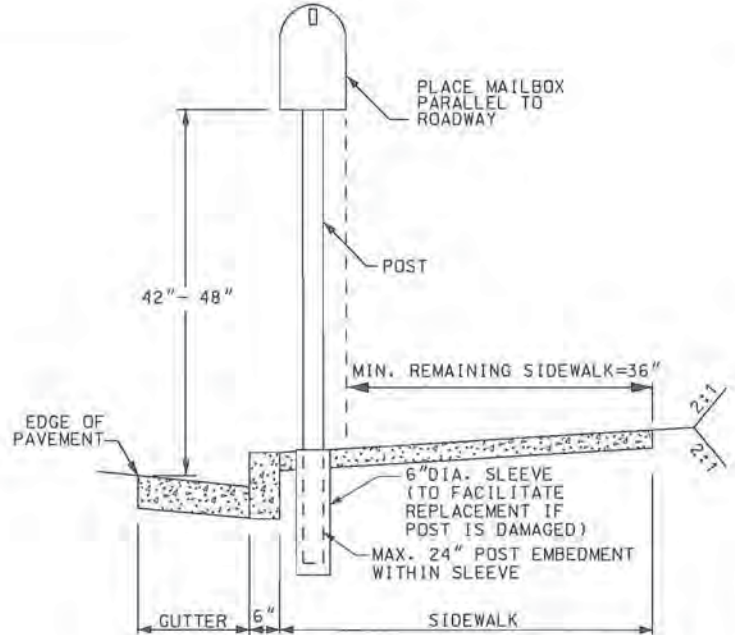
STANDARD DRAWING  
 EXCAVATION  
 ASSOCIATED WORK  
 (MAILBOX  
 PLACEMENT)

203-905-00

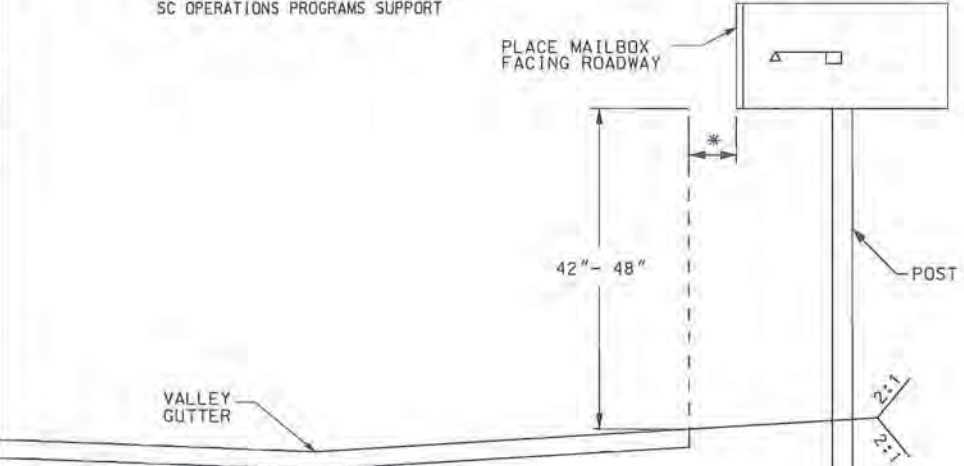
EFFECTIVE LETTING DATE | MAY 2008 THIS DRAWING IS NOT TO SCALE



**PREFERRED INSTALLATION ON SECTION WITH SIDEWALK**  
 INSTALLATION PREFERENCE AS INDICATED BY THE US POSTAL SERVICE  
 SC OPERATIONS PROGRAMS SUPPORT



**ALTERNATE INSTALLATION ON VERTICAL FACE CURB SECTION**  
 WHEN SLOPING FACE/OGEE CURB CANNOT BE USED  
 INSTALL MAILBOX AS SHOWN FOR VERTICAL FACE CURBS



**PREFERRED INSTALLATION ON VALLEY GUTTER SECTION**  
 INSTALLATION PREFERENCE AS INDICATED BY THE US POSTAL SERVICE  
 SC OPERATIONS PROGRAMS SUPPORT

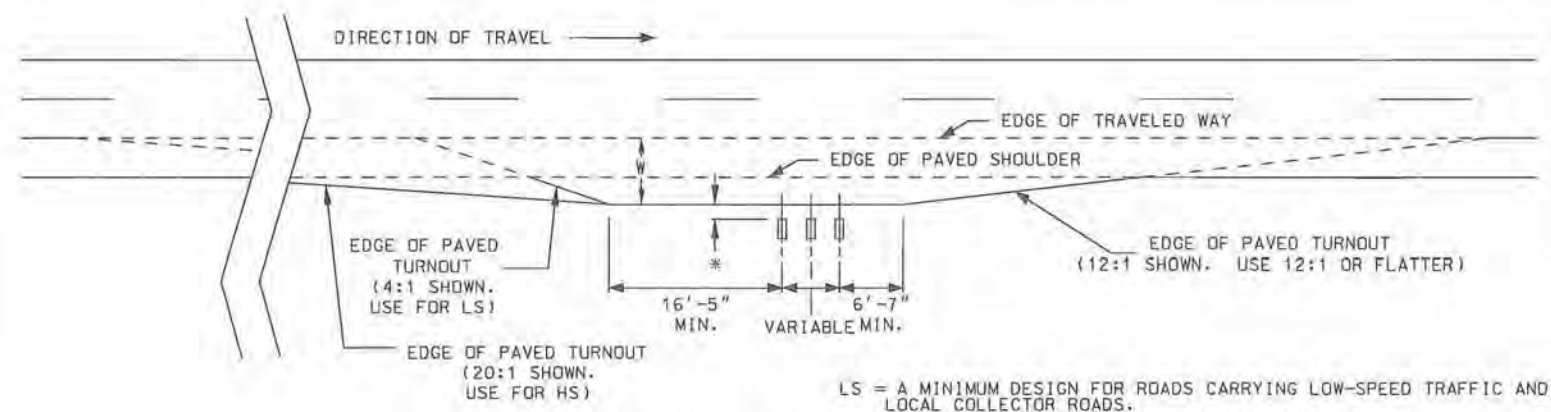
**TABLE 203-905A GUIDELINES FOR LATERAL PLACEMENT OF MAILBOXES**  
 TAKEN FROM TABLE 11.1 - AASHTO ROADSIDE DESIGN GUIDE (LATEST EDITION)

HIGHWAY TYPE AND ADT (VPD)	W (FT)		* (IN)	
	PREFERRED	MINIMUM	PREFERRED	MINIMUM
RURAL HIGHWAY OVER 10,000	12	8		
RURAL HIGHWAY 1,500 TO 10,000	12	8	8 TO 12	0
RURAL HIGHWAY 400 TO 1,500	10	8		
RURAL ROAD UNDER 400	8	6		
RESIDENTIAL STREET WITHOUT CURB OR ALL-WEATHER SHOULDER	6	0	10 TO 12	10
CURBED RESIDENTIAL STREET	NOT APPLICABLE		8 TO 12	6

- NOTES:**
- MAILBOXES SHOULD MEET THE US POSTAL SERVICE REQUIREMENTS OF 39 CFR PART 111 (STANDARDS GOVERNING THE DESIGN OF CURBSIDE MAILBOXES). EXISTING MAILBOXES, MEETING THE US POSTAL SERVICE REQUIREMENTS, ARE TO BE RESET IN ACCORDANCE WITH AASHTO ROADSIDE DESIGN GUIDE (LATEST EDITION) AND THIS STANDARD DRAWING. IF EXISTING BOX DOES NOT MEET THESE REQUIREMENTS, THE PROPERTY OWNER SHOULD BE GIVEN THE OPPORTUNITY TO PURCHASE ANOTHER BOX OF THEIR CHOOSING, MEETING USPS REQUIREMENTS, PRIOR TO INSTALLATION.
  - IN GENERAL, THE PROPERTY OWNER IS RESPONSIBLE FOR ENSURING THAT THEIR MAILBOX IS IN COMPLIANCE WITH USPS REQUIREMENTS. ALL EXISTING MAILBOXES WILL BE RESET AS SHOWN EXCEPT IN THE MOST OBVIOUS NON-COMPLIANT CASES.
  - IN ACCORDANCE WITH SECTION 203 OF THE STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, MAILBOXES ARE TO BE RESET BY THE CONTRACTOR AS REQUIRED BY CONSTRUCTION ACTIVITIES IN ORDER TO MAINTAIN CURRENT MAIL DELIVERY.
  - MAILBOXES WILL BE LOCATED ON THE RIGHT SIDE OF THE ROADWAY IN THE DIRECTION OF THE DELIVERY ROUTE EXCEPT ON ONE-WAY STREETS WHERE THEY MAY BE PLACED ON THE LEFT SIDE.
  - MAILBOXES SHOULD BE INSTALLED ON THE TRAILING SIDE OF THE DRIVEWAY A MINIMUM OF 20' FROM THE DRIVE. IF MAILBOXES CANNOT BE INSTALLED ON THE TRAILING SIDE OF THE DRIVEWAY, INSTALL ON THE LEADING SIDE OF THE DRIVEWAY, A MINIMUM OF 16' FROM THE DRIVE.
  - IF MORE THAN ONE MAILBOX IS TO BE INSTALLED AT A DRIVEWAY, DISTANCE BETWEEN POSTS SHALL BE EQUAL TO THE HEIGHT OF THE MAILBOX.
  - THE BOTTOM OF THE BOX SHALL BE SET AT AN ELEVATION BETWEEN 3.5' AND 4.0' ABOVE THE ROADWAY SURFACE.
  - WHEN MAILBOX IS PLACED IN A SIDEWALK, THE ORIENTATION OF THE MAILBOX WILL BE PARALLEL TO CENTERLINE OF THE ROADWAY TO ENABLE ACCESS TO THE BOX. THE BOX SHALL OPEN ON THE APPROACH SIDE AND THE SIDE OF THE BOX WILL EQUAL TO THE BACK OF CURB OR BACK OF VALLEY GUTTER.
  - WHEN A GRASS AREA IS BETWEEN THE BACK OF CURB OR VALLEY GUTTER AND THE SIDEWALK, THE MAILBOX WILL BE INSTALLED PERPENDICULAR TO THE ROADWAY, AS LONG AS THE MAILBOX DOES NOT OVER-HANG THE SIDEWALK. ALSO WHEN NO SIDEWALK IS PRESENT THE MAILBOX SHALL BE PLACED PERPENDICULAR TO THE ROADWAY.
  - A 6" SOIL TUBE MEETING SCHEDULE 40 AND THE REQUIREMENTS OF AASHTO M 278 SHALL BE USED. THE INSTALLATION OF THE SOIL TUBE SHALL BE FROM THE TOP OF THE SIDEWALK TO THE BOTTOM OF THE POST. BACK FILL VOID BETWEEN SOIL TUBE AND MAILBOX POST WITH SAND WITHIN 2" OF FINISHED GRADE AND SEAL WITH SILICONE CAULK.
  - WOOD POST SHOULD NOT BE SMALLER OR LARGER THAN RECOMMENDED. MAILBOX TO POST ATTACHMENT SHALL MEET THE REQUIREMENTS OF THE U.S. POSTAL SERVICE. NEWSPAPER RECEPTACLES ARE ALLOWED ON POST AS LONG AS NO INTERFERENCE IS ENCOUNTERED AND WILL BE INSTALLED PARALLEL TO THE MAILBOX ON THE FAR SIDE OF THE POST.
  - THERE ARE NO SEPARATE PAY ITEMS TO RESET MAILBOXES. COST IS INCLUDED IN THE COST OF OTHER WORK WITHOUT ADDITIONAL COMPENSATION.

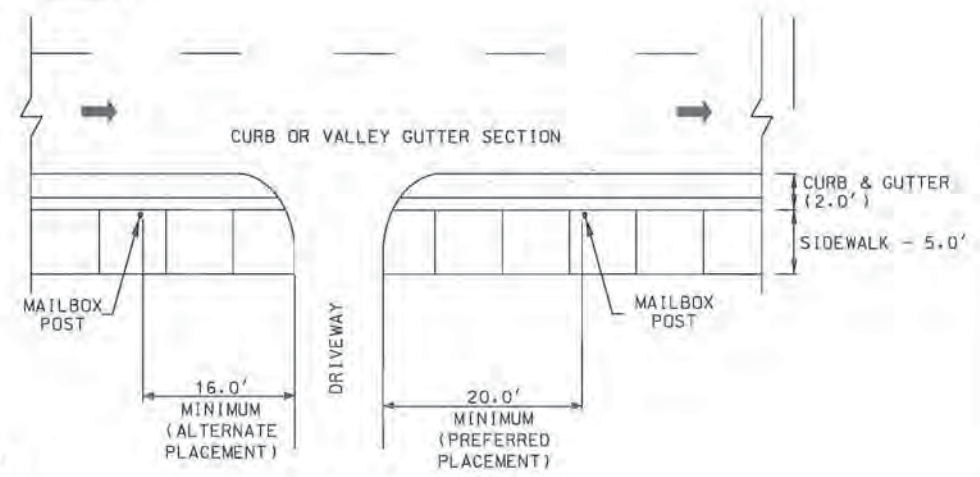
**MAILBOX POST MATERIALS:**

WOOD:	4" x 4" OR 4" DIA. NOMINAL DIMENSIONS
ALUMINUM:	1.5"-2.0" DIA.
GALVANIZED STEEL:	1.5"-2.0" DIA. (SCHEDULE 40 MAX.)



**RECOMMENDED MAILBOX TURNOUT NO CURB OR SIDEWALK**

LS = A MINIMUM DESIGN FOR ROADS CARRYING LOW-SPEED TRAFFIC AND FOR LOCAL COLLECTOR ROADS.  
 HS = FOR ROADS CARRYING HIGH-SPEED TRAFFIC.  
 W = SEE TABLE (GUIDELINES FOR LATERAL PLACEMENT OF MAILBOXES).  
 \* = SEE TABLE (GUIDELINES FOR LATERAL PLACEMENT OF MAILBOXES).



**PLAN VIEW WITH CURB OR VALLEY GUTTER SECTION (CURB SECTION SHOWN)**

## EXECUTIVE SUMMARY

Date: 08/29/18

To: Dr. John Thompson  
Director of Transportation

From: David Beaty, PE  
Program Manager

**RE: Calhoun and Hampton Road Diet – Public Meeting Summary with Recommendations**

The Calhoun and Hampton Road Diet Project consists of two Bikeway Projects included in the 2012 Richland County Transportation Sales Tax Referendum. The Richland County Transportation Program has completed conceptual studies and has conducted one combined public meeting for the Calhoun and Hampton Road Diet Project. The Richland Penny Program Development Team (PDT) has coordinated with the City of Columbia to design both road diets that would safely implement bike lanes and requires removal of some parking on the north side of the road. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

### **June 28<sup>th</sup>, 2018 Public Meeting**

The City of Columbia, with assistance from the Richland County Transportation Program held a combined public meeting for the Calhoun and Hampton Road Diet Project on Thursday, June 28<sup>th</sup>, 2018 from 6:00 to 8:00 p.m. at the Greek Orthodox Church, located at 1931 Sumter Street. The meeting was conducted with an informal, open house format with project displays (attached) with City of Columbia and Richland County Transportation Program representatives on hand to answer questions. 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 55 people in attendance for the meeting.

The project displays provided an aerial overview map and typical sections of the proposed road diets. The proposed improvements included road diets which consist of restriping a four lane road to a two lane road with a center turn lane. The road diet concept would be implemented on Hampton from Sumter to Harden and on Calhoun from Assembly to Pickens. The project will also include removal of the north side parking on these same blocks which will create wider travel lanes and generate width to accommodate bike lanes.

The other proposed improvements include placing sharrows on the pavement where a cyclist and motor vehicle use the same lane to complete bike connectivity. The sharrows would be implemented on Hampton from Assembly to Sumter and Calhoun from Wayne to Lincoln and also

from Pickens to Harden. The sharrows will be used in sections where there is not adequate width to accommodate bike lanes and will not require removal of parking.

The project concept was presented to Richland County Council on May 15, 2018 and Columbia City Council on June 5, 2018. Both bodies approved moving forward with presenting the concept to the public. Prior to the public meeting, material was made available on the Penny website, letters were mailed out to affected property owners, signs were placed along both roads, and a media release was issued.

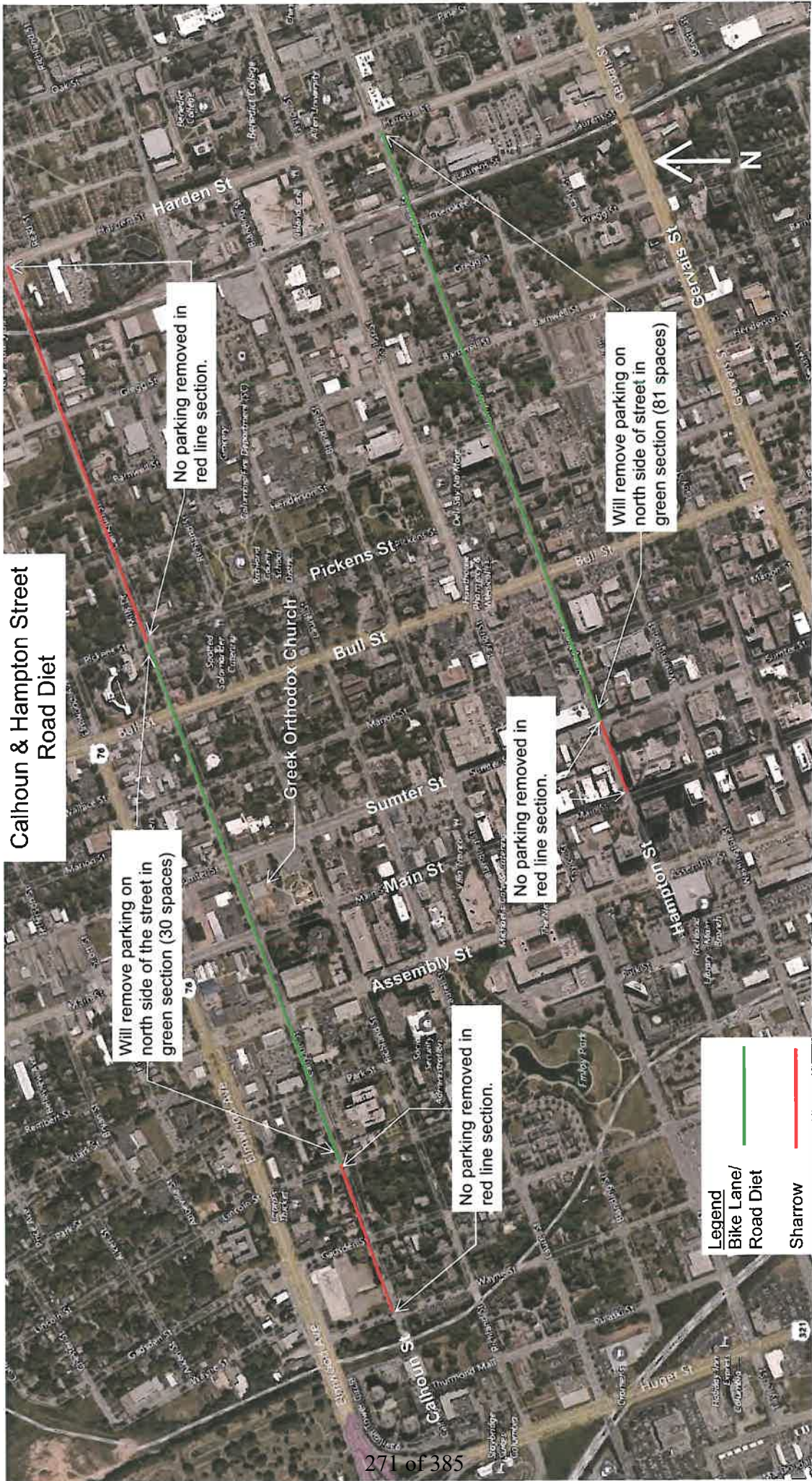
A total of 52 comment cards were received either prior to the public meeting, at the public meeting, or during the 2-week comment period after the public meeting. In total, 30 comments were in favor of the proposed project, thirteen were unfavorable, seven were in support of bikelanes but with modifications to the proposed plan, and three were neutral/ only suggestions.

Five comments on behalf of the St. Timothy's Episcopal Church (Calhoun and Lincoln intersection) raised concern about the 10 parking spots proposed to be eliminated on the north side of Calhoun. The Church is adjacent to the Federal Court house which occupies seven on-street parking spots on the south side of Calhoun. The City is reviewing the opportunity to modify the seven spots into weekend parking for citizens.

Three comments were received with concerns from the Transitions Homeless Center. Currently the City provides reduced parking rates persons using the services of Transitions. 16 spaces would be affected by the proposed improvements, however the City is reviewing replacing these spaces along other streets in the vicinity.

### **Recommendations**

It is recommended that the Calhoun and Hampton Road Diet Project be implemented as presented at the June 28, 2018 public meeting. The project will be funded by the Richland County Transportation Sales Tax Program and primarily consist of eradication of existing pavement markings and placement of new pavement markings. The City of Columbia will self-perform removal of parking meters and any necessary modifications to signals. It is anticipated that the project could go to construction in mid-2019 pending approval of both Richland County and Columbia City Council. Pending direction of both Councils, letters would be sent out to the affected property owners informing them of the project status.



Calhoun & Hampton Street  
Road Diet

Will remove parking on  
north side of the street in  
green section (30 spaces)

No parking removed in  
red line section.

No parking removed in  
red line section.

No parking removed in  
red line section.

Will remove parking on  
north side of street in  
green section (81 spaces)

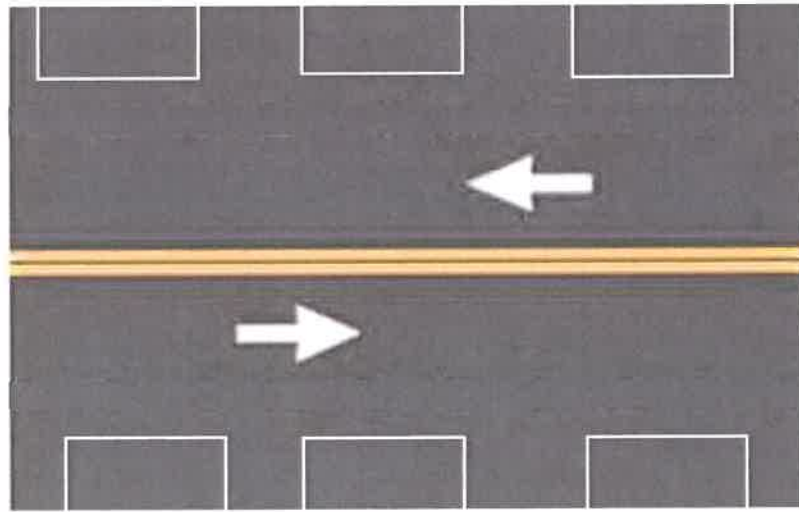
Legend  
Bike Lane/  
Road Diet  
Sharrow

# Calhoun and Hampton Street Road Diet

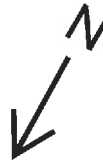
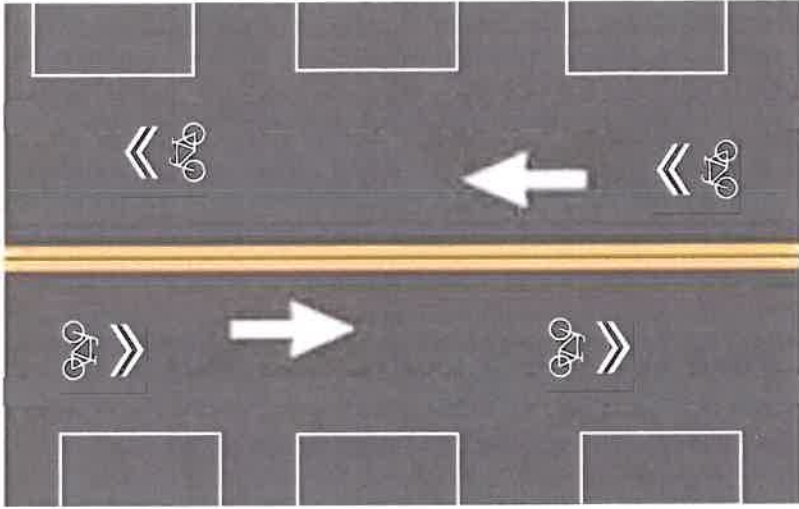
No lane changes or parking removal will occur in the 33' sections of Calhoun from Wayne to Lincoln. Instead it will be marked as a sharrow.

33' Typical Section  
(Calhoun from Wayne to Lincoln)

Existing



Proposed



6' | 10.5' | 10.5' | 6' | 6' | 10.5' | 10.5' | 6' | \*Not to scale

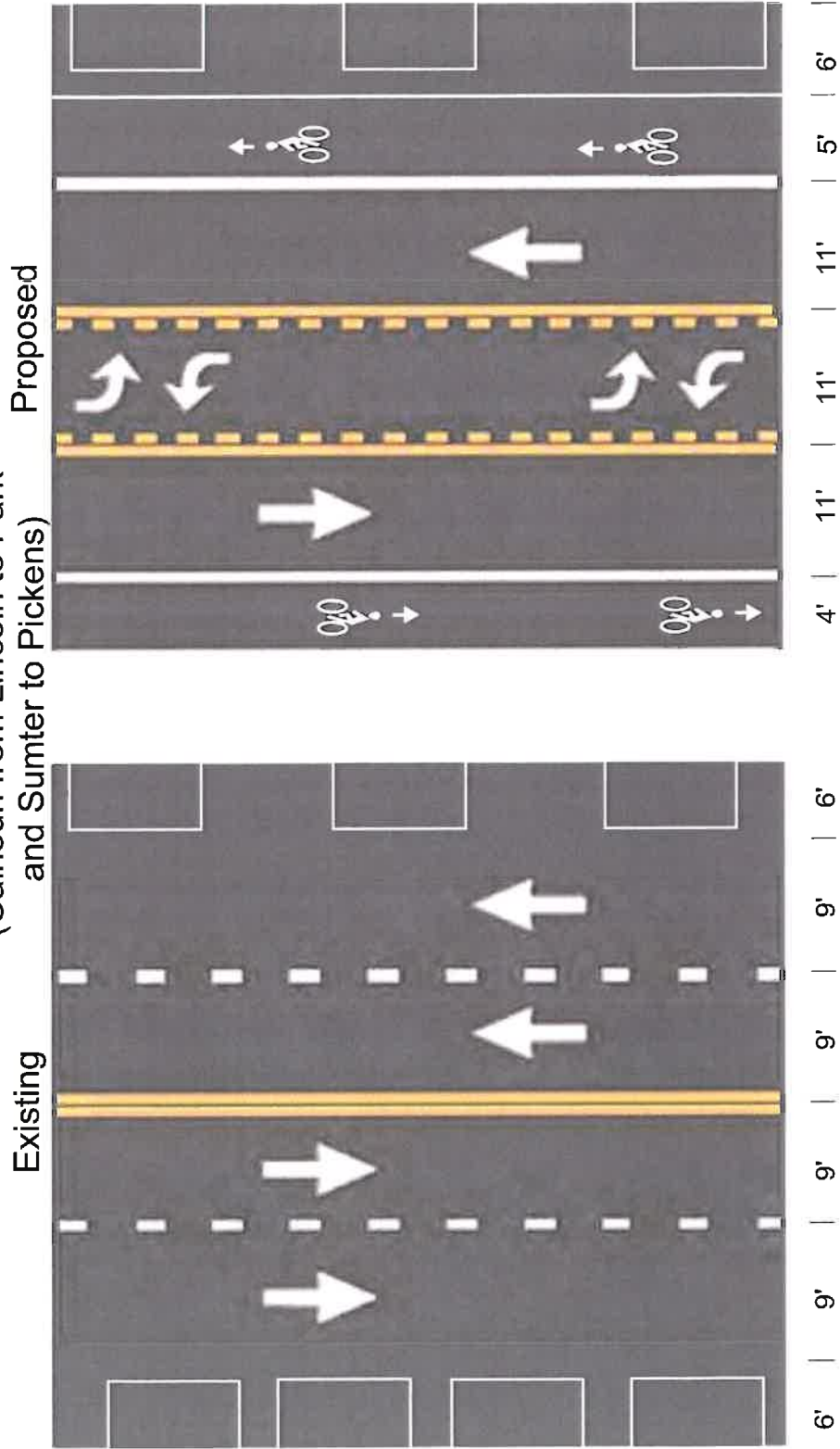


TRANSPORTATION  
PROGRAM



# Calhoun and Hampton Street Road Diet

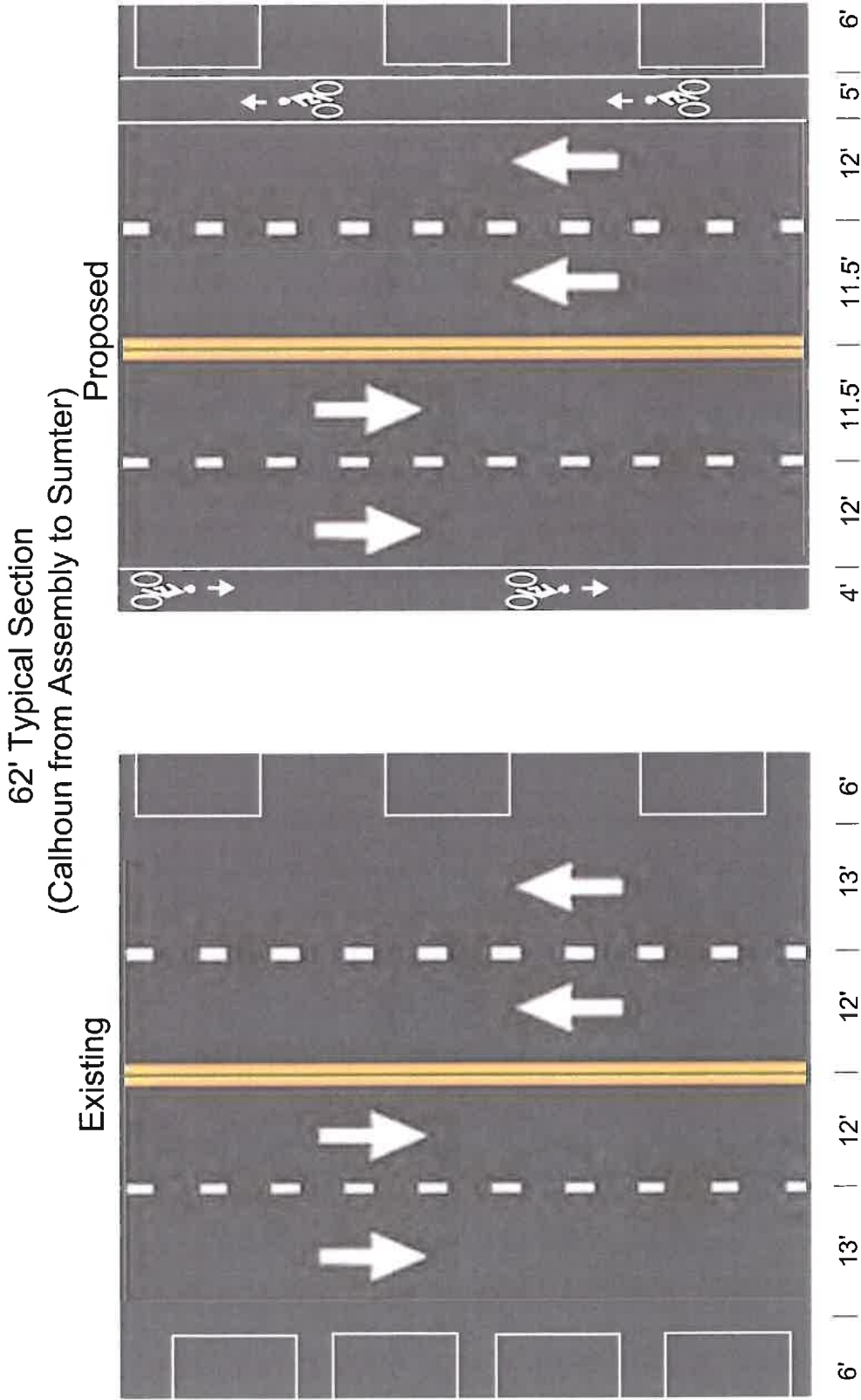
48' Typical Section  
(Calhoun from Lincoln to Park  
and Sumter to Pickens)



\*Not to scale



# Calhoun and Hampton Street Road Diet



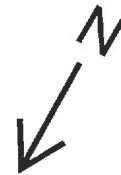
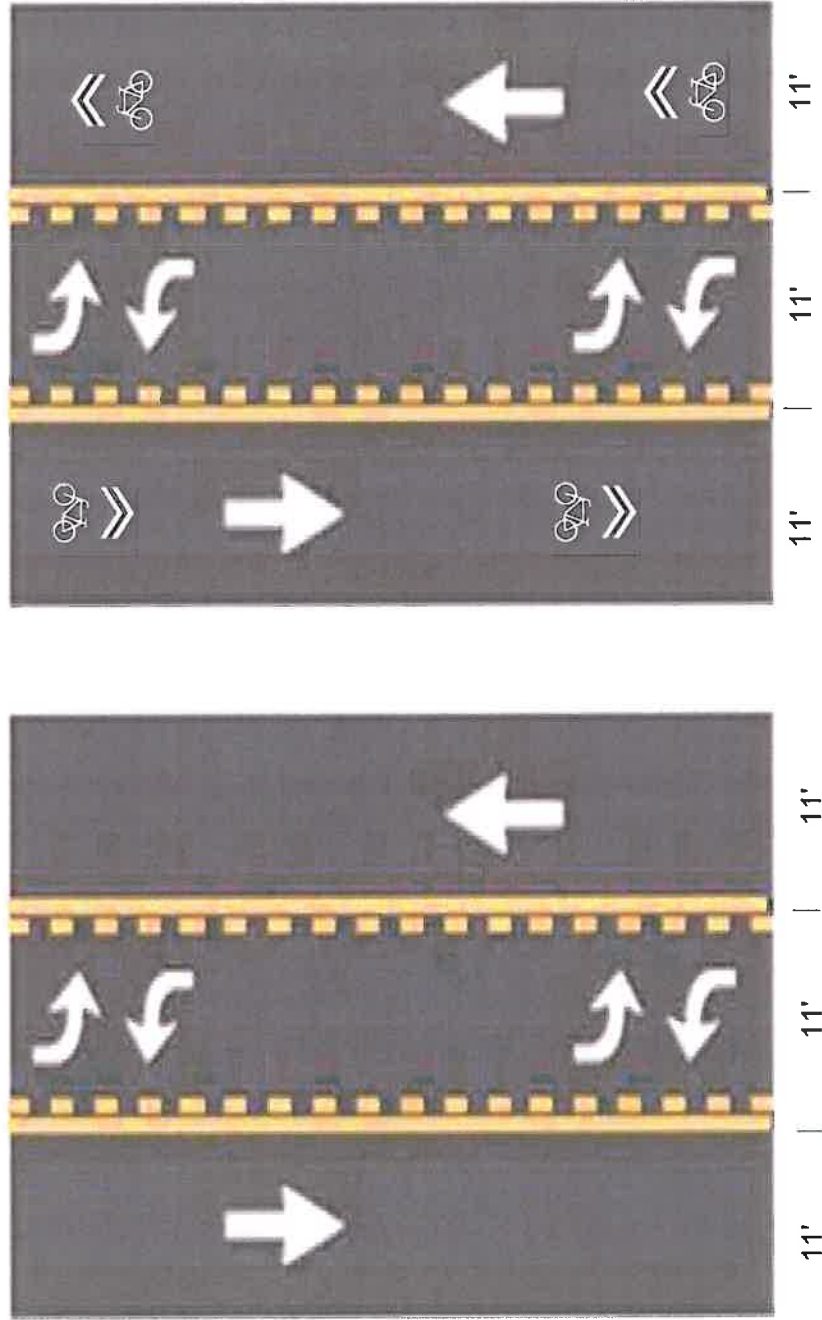
# Calhoun and Hampton Street Road Diet

No lane changes or parking removal will occur in the 33' sections of Calhoun from Pickens to Harden. Instead it will be marked as a sharrow.

33' Typical Section  
(Calhoun from Pickens to Harden)

Existing

Proposed



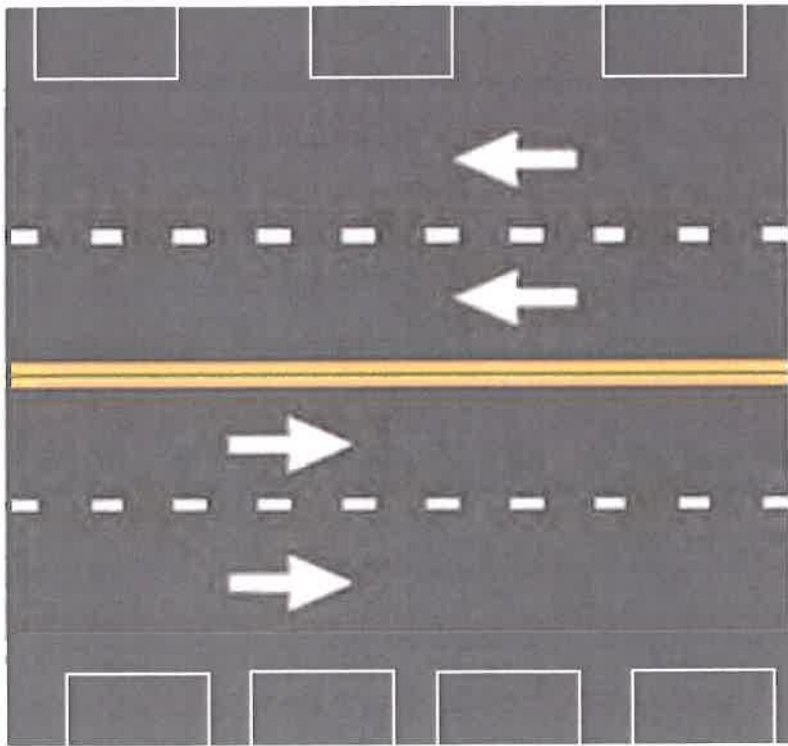
\*Not to scale



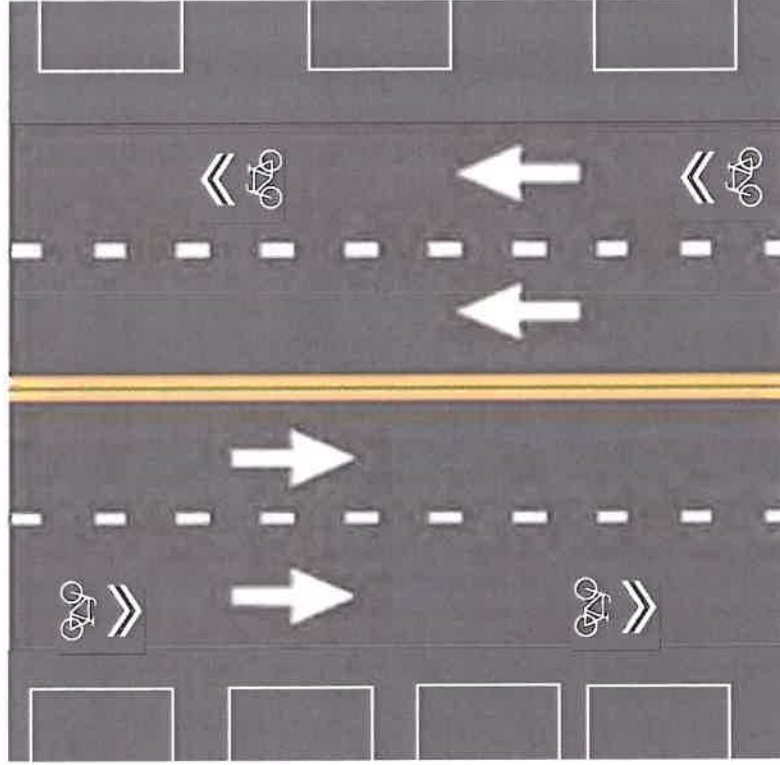
# Calhoun and Hampton Street Road Diet

62' Typical Section  
(Hampton from Main to Sumter)

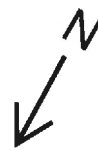
Existing



Proposed

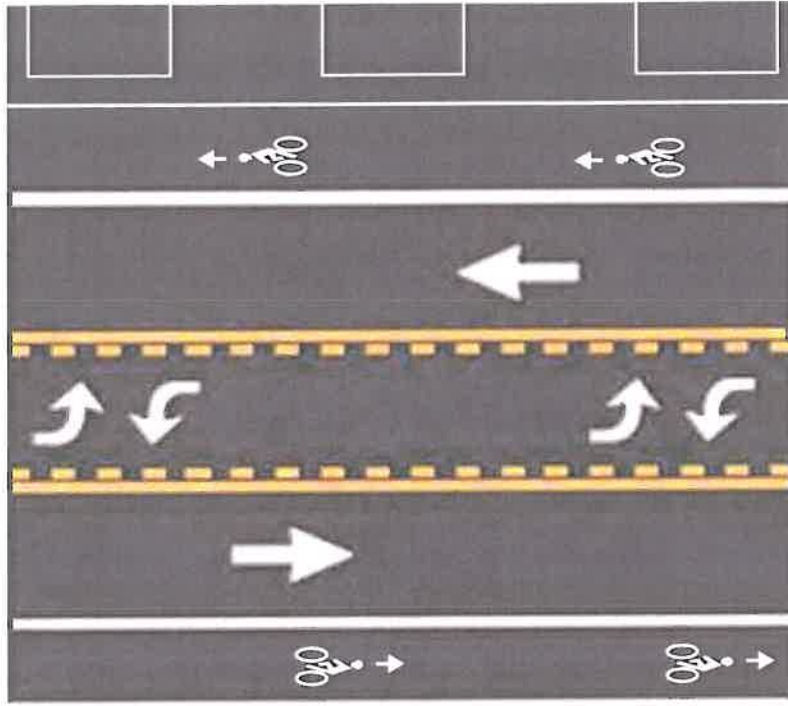


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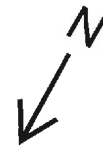
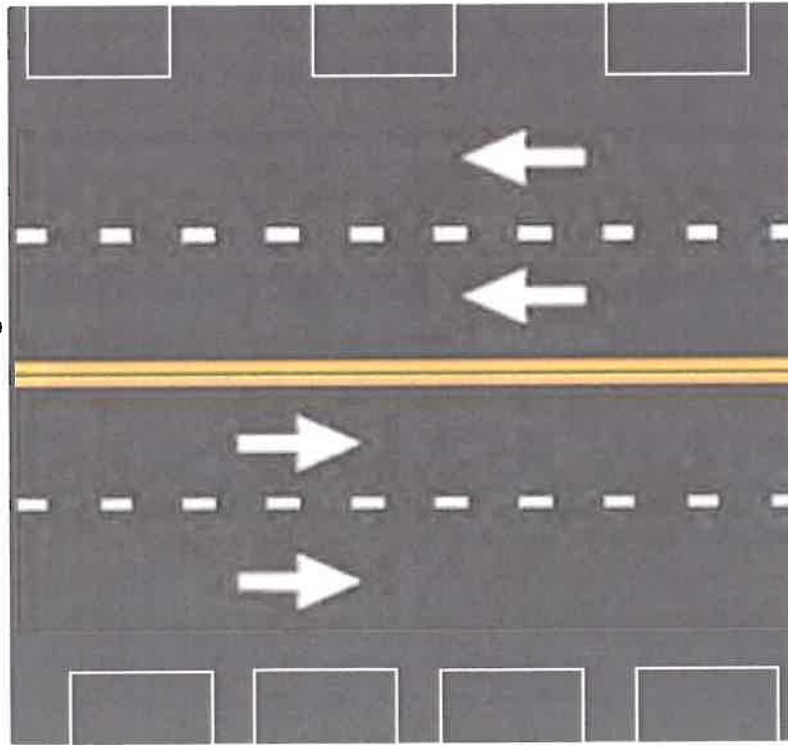


# Calhoun and Hampton Street Road Diet

48' Typical Section  
(Hampton from Sumter to Harden) Proposed



Existing



\*Not to scale





# TRANSPORTATION PROGRAM

## CALHOUN STREET (WAYNE ST TO HARDEN ST) & HAMPTON STREET ( MAIN ST TO HARDEN ST) ROAD DIETS

### COMMENT CARD

June 28, 2018

Name (Mr, Mrs, Ms) \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip Code \_\_\_\_\_

Please provide your comments.

Additional Comments: \_\_\_\_\_

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CALHOUN & HAMPTON ROAD DIET  
**PUBLIC INFORMATION MEETING**  
THURSDAY, JUNE 28, 2018  
COMMENT CARD

fold along dotted line

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\_\_\_\_\_  
\_\_\_\_\_

RETURN ADDRESS

**City of Columbia**  
**Planning and Development Services-Planning Division**  
**Attention: A. Wolfe/ 3rd Floor**  
**1136 Washington Street**  
**Columbia, SC 29201**

fold along dotted line

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How did you learn about the meeting?  Flyer  Radio  TV  
 Newspaper  Road Sign  Word of Mouth  Other: \_\_\_\_\_

Please submit comments no later than Friday, July 13, 2018 in one of the following ways:

1. Drop this form in the comment card box before you leave tonight.
2. Mail to: City of Columbia Planning Division, 1136 Washington St. 3rd Floor, Columbia, SC 29201
3. Email comments to [TransportationPlanning@columbiasc.net](mailto:TransportationPlanning@columbiasc.net)
4. Call (803) 545-3222 for more information about these projects.

#	COMMENT
1	<p>The 16 parking slots that city Parking has allowed clients to buy are critical to those who are homeless overcoming transportation barriers to employment and housing. If a client has a vehicle, they are much closer to gaining permanent housing. Forcing them to lose the vehicle is a step backwards. The City should want the homeless clients to be able to drive to work and be able to transport themselves to housing. A car opens up more employment opportunities and housing options that are not dependent on the bus line. The clients cannot afford full-priced slots and need to be in the proximity of Transitions. Please look at adjacent blocks for additional slots to keep us a 16 slots. Volunteers and partnering staff use these slots in the area, so there is a need for parking. We will use the slots and blocks that you provide-please keep us a 16 passes. It enables clients to park their cars legally. Please don't take the option away from them.</p>
2	<p>Loss of parking spaced would affect our volunteers 10 many ways. Such as: close parking near the area for serving lunches, teaching classes and conducting several monthly events. We have many volunteers that sacrifice and share their time every week to help our clients. Close parking can provide safety. There are a few times a month that when the WIV bus comes, we have to move our transportation vehicles to provide a space within the compound access to our clients.</p>
3	<p>St. Timothy's Episcopal Church (900 Calhoun Street, corner of Lincoln St.) is greatly concerned by the proposed elimination of parking on the north curb of Calhoun St. between Park St. and Lincoln St. Ten metered spaces would be lost, amounting to half of the street spaces that are convenient to our door. As it is we have only 10 metered spaces on the Calhoun-Lincoln-Richland-Park block because the rest of the spaces are reserved for the U.S. Courthouse, which occupies all of the block apart from our corner. The Governor's Mansion puts off limits any parking on the west curb of Lincoln Street. Moving farther from our door, there are 17 un-metered, one-hour spaces on Lincoln St. between Calhoun and Elmwood; going west on Calhoun one finds 12 metered spaces on the south curb and 7 on the north. Our parking situation already is difficult on weekdays, when we have various parish activities (women's group, cleaning teams, Bible studies, etc.) and sometimes funerals. The courthouse and the many law offices on Calhoun between Park St. and Gadsden St. create daytime competition for parking. Even on Sunday or at night (e.g. Christmas Eve @ 11 pm.) The loss of 10 spaces in our block would be a problem because so many of our congregation are elderly or have impaired mobility. Walking more than one block is very difficult for these parishioners- and in the summer it's often physically impossible; walking that distance at night in a dark, unpopulated neighborhood, frightens even the more mobile elderly. Noting that Calhoun Street west of Park Street is not striped for four lanes and does not draw heavy traffic, we request that the street redesign and elimination of north-curb parking not be carried west of Park Street. St. Timothy's genuinely worries that our attendance and membership will decline significantly with the proposed Street Diet, possible endangering our already precarious financial viability and thus our continued survival. Thank you for your attention. I have appended a letter from our parish vestry (our governing council) for your further attention.</p>
4	<p>Traffic congestion within Transitions complex will cause a hindrance and possible safety hazard between the bikes and automobiles entering and exiting our facility. Our constant traffic with service-providers such as: Eau Claire Cooperatives, Palmetto Health, MIRCI, and others who frequently travel in and out may be disrupted with constant movement of bike traffic. Additionally, various employment and temporary labor finders, such as: staff-zone, action labor, and others frequently pick-up and drop off clients at Transitions.</p>



5	<p>Losing 13 street parking meters in the 1100 block of Calhoun Street will affect our homeless clients who have a vehicle and have a bed at Transitions Homeless Center. We do not provide parking for clients in our parking lot since it is just large enough for staff. This may also impact volunteers and visitors since we have no other parking available to them. Transitions needs to continue to receive 16 parking permits that we presently receive and sell to clients for \$10 per month (money goes to City.) We are presently getting 12 permits for 1200 Calhoun.</p>
6	<p>I don't think this is necessary. There is no need for this. This not Amsterdam cars rule there! Physical fitness is great, but not at the destruction of sensible traffic flow! It's too late. The DLE is cast!</p>
7	<p>1. Partner/Engage Stakeholders: BPAC- the city's bike and pedestrian committee should be involved. We are all in this together.  2. Protect bike rider: shift the parking spots over to protect the bike lane. There is plenty of space. I have used the proposed bike lanes (completed) elsewhere. While nice, they are a hazard with cars. I was hit in exactly this type of unprotected lane. Either move parking over or place a barrier.  3. Thank you for advancing the bike and pedestrian options.</p>
8	<p>In road diet sections, combine bike lanes into single 2-way section separated from traffic lanes on far side of parking (with buffer.)</p>
9	<p>I was born and living in Cottontown for decades. A bicycle was my main transport. Calhoun was never a street and used as it was not an essential connector, as were Sumter, Bull, Taylor, Hampton. Though cyclist used the streets name above, I never have seen any cycle traffic of note on Calhoun. It would be better to put cycle's icons on the road as it is and use this many for a more useful road that we cyclists need and use.</p>
10	<p>1. Consider narrower 11" lanes all the way to increase bike buffer between traffic and bikes or parked cars and bikes. When bikes are in their own lanes, cars feel like they own the entirety of their lane, and arguably they do. But well be right on the edge of that bike lane to keep from being doored (which kills.) Killed 2 cyclists in NYC last week.  2. Thank you. That you for the project.</p>
11	<ul style="list-style-type: none"> <li>- Involve key stakeholders and knowledgeable organization in planning efforts.</li> <li>- Present the data behind the plan</li> <li>- Appreciate the initial effort, but what is the long-term plan?</li> <li>- Present the options: this is an easy to do; show the "Nice to do"</li> <li>- Show the "ideal": my ideal is protected bike routes efficiently traversing the city, this is a start, but there is no protection.</li> <li>- Have you consulted the biking cities of the US (Portland, Minneapolis, ...)</li> <li>- Need to change from triggered stop lights to times: can you time them for a reasonable speed limit and average cyclist?</li> <li>- Broader, but time lights around town to the speed limits (example: assembly is 35MPH, but you have to go 43-44 to keep up with the lights.)</li> <li>- Paint bike lanes green</li> <li>- Is there a plan to increase # of bike racks w/promotion of cycling</li> <li>- Thanks for your efforts in beginning this project</li> </ul>

12	<p>Would recommend that the parking and bike lanes be switched on the parking removal option- having the bike lane run between traffic and parking spots presents several situation dangerous to cyclists, notably pulling in and out in front of cyclists and opening doors without checking for oncoming traffic. For area with bike lanes I would strongly recommend sweeping bike lanes to maintain ride ability, accumulation of glass, gravel, sand, and other debris can force cyclist out of the bike lane to avoid hazards or cause flat tires or crashes.</p>
13	<p>This is a much needed opportunity to improve safety on these streets, particularly with the dedicated left lane. The bike lane will give a great E-W connection that parallels major auto routes (Elmwood &amp; Taylor). And, road diets have been connected with positive impacts for local business.</p>
14	<p>It will be important to promote the connections that these routes create. Example: to Vista greenway. To demonstrate how residents can use them to bike from major landmarks. Perhaps with date maps or wayfinding. Thanks for bringing this street improvement to Columbia.</p>
15	<p>Very encourage by the work that has been done for this project. There is an overwhelmingly large population of people in the city that say they are afraid to ride their bike in the city because of the cars. This project will increase safety and visibility of cyclists and make biking in Columbia accessible to more people. While it isn't a read diet of every street in the city, it's a step in the right direction the city needs to move in. I fully support the project and applaud the efforts.</p>
16	<p>Yes! Go for it! Road diets are a great project to support safety and mobility and economic growth!</p>
17	<p>I strongly support the road diet projects on Calhoun and Hampton. The present configuration encourages motorists to exceed the speed limit. I ride a bicycle throughout downtown and consider Calhoun and Hampton east of Main to be too dangerous to ride. The section of Calhoun where there is a steep hill near the intersection with Harden is particularly dangerous as drivers cannot see as they crest or descend the hill. Dedicate bike lanes are crucial on both streets to allow safe cycling. Calhoun Street is the only access from downtown to the Drew Wellness Center and Columbia Housing Authority office by bicycle. Bicycle lanes are also crucial on Hampton to provide a safe route from downtown to Harden Street in the Benedict University area. Bike lanes are strongly preferable to sharrows.</p>
18	<p>Overall excited by the plans, especially on sections where roads change to 2 lanes and turning lane. Incorporating bicycles as graphic on roadway doesn't seem as impactful as establishing lanes would advocate for the latter as much as possible. Great progress towards making the city center a more accessible urban center for all type of transportation.</p>
19	<p>Assembly to Lincoln:</p> <ul style="list-style-type: none"> <li>- Consider using parked cars buffers; need to consider entry into private parking garages; add green paint</li> <li>- Consider physical barrier on left side between road/bike lane to minimize Transitions pedestrian crossing</li> <li>- Why are we going from 9' to 11'? Doesn't that encourage speed? Use space to buffer)</li> <li>- Consider extending to Gadsden- Gadsden to Lincoln is busy</li> </ul> <p>Assembly to Sumter:</p> <ul style="list-style-type: none"> <li>- Why can't this get road diet treatment?</li> <li>- Bike lane next to 4 lane hardly travelled section?</li> <li>- Too narrow left side</li> </ul>

	<p>- What's the treatment at intersections (especially, Sumter) to go from 4 lanes/bike lane to boulevard Sumter to Main (Hampton)</p> <p>- Bike sharrow? Not really a treatment.</p>
20	<p>I support the proposed changes to both Calhoun and Hampton Streets. Both routes are ideal for bike routes. Parking on those streets is under-utilized in its current format. I would personally use both streets for moving around the city; both commuting to work and to visit businesses in the city center. I urge you to move forward with the plan and to continue making Columbia more bike and pedestrian friendly. Thank you.</p>
21	<p>I often use Calhoun, Hampton, Laurel to get from my neighborhood to Five Points-Devine-Shandon- by bike. So I am very much in favor of whatever can be done to make bike safety better. I also use the Greenway from the neighborhood to the Vista. And I see how many others use that route. So if you build bike paths, people use them.</p>
22	<p>Although I support the road diets and bike lanes, I have significant concerns about the bike lanes not being protected/buffered. People fly down Calhoun, especially between Bull Street and Harden Street, especially at the hill. With the addition of the new stadium and additional entrances, people aren't looking for cyclist. I occasionally bike to the Bull Street property for work and each time, cars fly past me and don't provide me with the space safe enough to pass. This is not limited to Bull Street. Many bike lanes in town are not respected by drivers. Motorists often drive on the line and when a cyclist is in the bike lane, they still don't give them 3 feet. Bike lanes in Columbia are often not maintained which, makes them unsafe. I suggest considering buffered bike lanes on most of these proposed roads and to add something to maintain them on a regular basis.</p>
23	<p>Yes. Please build this. Columbia definitely needs more cycling infrastructure this project will help build out a better cycling network for the city at a great time. With more people living and working downtown, and a soon to be built bike share program, these road diets will improve the SAFETY on Calhoun and Hampton. With safer areas and routes to ride and walk, more people will utilize these opportunities further increase safety. Thank you for building out these road diets projects. We are one step toward them and many more.</p>
24	<p>It has been a long time coming. I get frustrated going to different cities and seeing how far we are in progress. I really like the three lanes with the bike lanes. Once we get this we can start on interconnectivity. I own a very large bicycle store and many people who visit and move here ask where they can ride and how they can commute and I have told them for the last 15 years we are working on it. Now we are! It seems the city has been talking about improving bicycle and pedestrian problems and they want progress. This is one of the first examples of them doing something about it. Don't let anyone keep us in the dark ages or qualified people and younger demographics won't come.</p>
25	<p>I would like to see the car travel lanes reclosed by 1 ft. each and the 5 ft. bike lane reduced to 4ft. This would give 2 ft. on each side to create a buffer zone between the bikes and cars. A vertical bollard should be used in the buffer zone. The bike lanes should be painted green to give motorists a visual indication that it is not a normal travel lane.</p>
26	<p>I am a resident of Columbia for 46 years. I ride my bicycle as my personal mode of transportation. I very much like the street diets as the safest option for cars and bikes. I am 65 years old and I was hit on my bicycle this past Saturday. The car driver "did not see me" as I was riding behind her. Thank you for hosting this meeting.</p>

27	The road diets program is a fabulous step forward for the city. The modification will improve safety along these roads while also allowing multiple modes of transportation. I hope that the city will continue to recognize the pedestrian traffic, particularly bicycles, improves and draw business activity along these routes.
28	I appreciate that with multiple existing East/West options for automobiles (Laurel, Taylor, Gervais) that government is willing to devote attention to these two streets for the benefit of alternative, lower speed alternatives (bikes, golf carts, etc.) Particularly if effort can be focused on debris removal of just these two streets, it should be more effective than diluted clean-up efforts among all streets.
29	Calhoun Street is heavily traveled especially during rush hours. It would make more sense to put bike lanes on less traveled streets such as Richland.
30	<p>I am fully in favor of the proposed bicycle lanes on Calhoun and Hampton. If I have any critique of the plan, it is that what is planned is not nearly enough. Let's call it a good start.</p> <p>A couple of thoughts:</p> <ul style="list-style-type: none"> <li>- "sharrows" are literally the least you can do</li> <li>- More consideration should be given to creating useful conduits –bicycle highways-to connect different parts of the city. Adding bike lanes on Sumter Street from Longstreet Theater to Cottonwood, would be of immense value, and would make the commute from Shandon to Downton (my commute) more attractive to potential cyclists.</li> <li>- Keep making the city more bike friendly</li> </ul>
31	On street parking is too important to businesses in the 1200 Block of Hampton Street to remove without causing great harm to over 30 businesses in the 1200 Block.
32	So excited about this! Even the road diet alone could drastically improve the safety of this corridor. As someone who frequently bikes to work at Hampton/Harden it also make me feel safe.
33	The proposal for these road diets is wonderful, but as an avid cyclist and a representative of a segment of the Cycling Community. I implore you to put a barrier between a bike lane and cars parked inside the lane. A huge risk to commuters is motorists opening their doors into cyclists. One other small concern is that a plan for cleaning debris out of the bike lane. Thank you for your work in making the penny tax and county resources improve our community.
34	<p>Changing the current routes, making the road more bike-friendly, is making Columbia safer, and more environmentally friendly.</p> <p>Encouraging biking and making it more feasible, accessible, and safer will alleviate many issues. The current roads do not provide adequate safety and separation between the cyclist and cars. This addition will build on the existing bike-friendly infrastructure. While the impact on business should be addressed, it should not be the only voice in the matter. People, businesses, and the community will continue to adapt and be sustainable. Thank you for your consideration.</p>
35	Thank you for your work. I am excited about adding buffered bike lanes to our options for cyclists here in Richland County.
36	In general, I think this is a great proposal that should help make these streets safer for drivers, pedestrians and bikers. One concern is that sharrows are not necessarily safe for bikers because cars refuse to share the lane. I particularly like Hampton Street as a choice for this because it runs directly to Harden. The City and DOT should consider then providing safe bike lanes for Harden into Five Points.

	<p>While not the subject of this event, Assembly has to be addressed. It is unsafe to drive (high speed drivers and pedestrians crossing at unsafe times and places) it is unsafe to cross in places and I would never ride a bike there.</p>
37	<p>Please consider the option of bicycle lane without parking on one side.</p>
38	<p>As the vestry of St. Timothy's Episcopal Church, located at 900 Calhoun Street, we are writing to request that the current plan for reconfiguring Calhoun Street be modified to extend the Sharrow portion of the street one block east (from Lincoln to Park Street) and begin the Bike Lane / Road Diet portion of the street at the corner of Calhoun and Park. This slight modification will likely make little difference to the city but will be extremely important to our congregation because it will allow our worshippers to continue to access the limited parking close to our building.</p> <p>The currently proposed plan of beginning the Bike Lane/Road Diet portion of the reconfiguration of Calhoun Street would eliminate 10 highly accessible parking spaces directly across from the church on the north side of Calhoun, leaving the church with only two spaces in front of the church.</p> <p>Our other options for parking close to the church are limited. The church parking lot itself has only 2 available spaces. The church shares the block bordered by Lincoln, Calhoun, Park and Richland Streets with the U.S. District Court. Most of the street-side parking on that block is marked reserved because of the proximity to the court houses. The spaces on the west side of Lincoln Street are reserved for cars showing a city permit. That leaves us with 2 spaces in the church parking lot and 6 additional spaces on the east side of Lincoln Street. During weekday working hours, nearly all of this parking is used, making it difficult for members of the congregation to attend funerals and church activities held at these times.</p> <p>As noted in the recommendation discussed at the public information meeting on June 28, additional parking is available 1-3 blocks away on either side of Calhoun Street. However, given the average age of our congregation, a walk of even one block is a hardship for many of our elderly worshippers as well as those with mobility problems. In addition, those attending evening services and activities may not feel safe walking farther to park on streets that are dimly lit and virtually deserted at night.</p> <p>For these reasons, we ask that you modify the current plan by extending the Sharrow portion of Calhoun Street one block east and beginning the Bike Lane/ Road Diet portion of the reconfiguration one block east from Lincoln Street to Park Street.</p> <p>If you have any questions please do not hesitate to contact the church at 765-1519.</p>
39	<p>PROPOSED CALHOUN STREET ROAD DIET</p> <p>[Name and contact info removed]</p> <p>1. The proposed elimination would have substantial impact on St Timothy's Episcopal Church (900 Calhoun Street, SW corner w/ Lincoln Street), which has been in existence for over 125 years. The congregation is typically elderly and there is very limited nearby off-street and on-street parking available. This impacts us on Sundays, weekdays (meetings w/multiple attendees 6+ month; counseling services 3+ week w/multiple attendees; special services 5-6 year; weddings-planning rehearsals, service, receptions w/ 100+ attendees 6-12 year; funerals 3-4 year and increasing; work days 12-15 year; and special events 8-12 year (concerts, evening social w/ extensive set-up, community meetings).</p>

<p>2. Parking on the north side (9 metered, 1 handicapped of Calhoun serves multiple offices with very limited offstreet and very little on-street parking on side streets. These spaces are well utilized throughout the day. Especially since parking on the south side is restricted (2 metered, 10 federal restrictions).</p> <p>3. Most of the parking on the south side of Calhoun is restricted for security purposes by US Marshalls service (10 spaces) and is very underutilized. They control another 20 spaces on the other 3 sides of the courthouse, which are also very underutilized. This tends to mean heavier utilization of other on-street spaces.</p> <p>4. The 18' lane widths would be excellent for "sharrow" bike lanes.</p> <p>5. One part of the reasoning for putting bike lanes on Calhoun is to connect Bull Street &amp; other parts of the city to Vista and new Greenway trail. It would be very difficult to access trail since it is 10'+ heavy slope to/from trail.</p> <p>This is especially true since at grade access is only 2+ blocks away (Gadsden near Hampton). Laurel street is 2 blocks away with direct access to Sydney Park and Riverfront Park. There is almost no off-street parking and very wide lanes (is heavily traveled).</p> <p>6. The off-street parking on Lincoln Street (between Calhoun &amp; Richland) is very restricted with federal restricted spaces &amp; residential parking spaces (very underutilized except for school buses at Gov's Mansion). There are only 6 metered spaces available, which are heavily utilized by courthouse visitors.</p> <p>7. Another reason for eliminating north side parking would be to avoid lane changes. The varying width of road and "sharrow" approach would require lane changes. Also, the lanes vary so much from Bull Street as to need lane changes.</p> <p>8. Calhoun Street does connect directly to Riverfront or Sydney Park. The steep drop off to Greenway trail is difficult for pedestrians and bikers (especially carrying bikes)</p> <p>I would like to propose several alternatives, which would be better for the church and offices along this segment of Calhoun Street.</p> <p>1. Eliminate parking on South side of Lincoln in this segment, which would eliminate federal security restricted (underutilized) and 2 metered spaces (difficult to access because of grade change along gutter). This could be improvement to courthouse security, because of no parking allowed, and help offices on North side. The need for turning lane is minimal, and could allow bike lanes on both sides (one side shared w/parking and other shared with wide driving lane. This could also be used on segment from Lincoln to Gadsden, since South side only used (very infrequently by Gov's Mansion). It could even be extended to Calhoun from Park to Assembly, since both offices have generous off-street parking (and real estate office does not usually generate off-street parking need).</p> <p>2. Eliminate 3rd turn lane which would allow bike lanes on both sides, without eliminating parking. Limited utilization of the turn lane is normal. This would accommodate parking 6' bike lanes and 12' travel lanes.</p> <p>3. Encouraging bikers to turn on Gadsden to accommodate at grade crossing trail access at Sydney Park. Brings them directly pass beautiful Gov's mansion/grounds. This could also encourage bikers to use Laurel Street to directly access Riverfront Park. Also provides them great access to Vista &amp; Gervais street. If they turn on Lincoln they can go right past historic/beautiful Mansion/grounds, and access Sydney Park ramps.</p> <p>Sorry, first e-mail went out without attachment.</p>	<p><b>40</b></p> <p>I am pleased to see that the city is considering road diets in the downtown area. However, as illustrated in 48-alternative-plan-view.pdf is there a particular need to eliminate parallel parking on both sides of the street? If it is not necessary to eliminate parking on both</p>
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<p>sides it would be preferable to dispense with the bike lanes and simply add sharrows to each lane. This would allow space for the center turn lane and parking on both sides, wouldn't it? Also, the same sort of applies to the proposed 62' Typical section on Calhoun (file 62-alternate-planview-Calhoun-1.pdf).</p> <p>Why add the bikes lanes on Calhoun and eliminate parking on one side, when you can just add sharrows to the left lanes like in the proposal for Hampton. My biggest concern would be having to transition from a section of the road having a bike lane to a section of the road which has sharrows. As a cyclist I would be more comfortable with one continuous lane of sharrows rather than having to merge into a sharrow lane from a bike lane. I feel like that is more confusing for motorists, whereas sharrows the whole way down both Calhoun and Hampton would make cycling and sharing those roads more predictable (and wouldn't necessarily sacrifice parking availability which always seems to be a contentious issue).</p>	<p><b>41</b></p> <p>Public /BPAC Input</p> <p>The lack of public input and BPAC collaboration prior to the public meeting was evident. This trend of not including key constituencies in the design process continues to threaten success in these bicycle and pedestrian projects. Three examples:</p> <ul style="list-style-type: none"> <li>• A major healthy living organization vocalized objections to parking removals; this could have been addressed with BPAC connections prior to the meeting</li> <li>• Large groups of bicycle riders shared the same design concerns indicating lack of bicycle participation in design</li> <li>• Whereas single businesses were able to influence design even to the detriment of safety considerations</li> </ul> <p>Bicycle and pedestrian users as well as local key constituencies absolutely must be included in the design process. Common communication should be built ahead of time and shared with key constituencies to maximize project success. The key benefit for all of the road diet plans is safety – a 25-40% reduction in accidents – this should be broadly shared at all City levels. As example, Myrtle Beach spent 3 years working designs and developing communication around a major road diet.</p> <p>Design</p> <ul style="list-style-type: none"> <li>• A common refrain at the public meeting was that the bicycle lane should be between parking and the curb so as to protect the bicycle lane. Several City staff comments were made as to why this wasn't supported – road crown, gutters, turning onto private lots. It wasn't clear why the new 2 lane roads were increased in width from 9' to 11.5'; couldn't this additional 3' be applied to the side of the road so that bicycle lanes are not in the gutter or on the crown? As to private turns, having parking protect the bike lane slows down turning traffic, whereas, having the bicycle lane next to the highway lane acts as a speedy right-turn lane. Green paint could also help with private turns. Altogether though, the use of parking as a buffer should be strongly reconsidered.</li> <li>• Treatment on Hampton between Main St and Sumter St is not an adequate treatment. Given the speed and the number of lanes only extremely intrepid bicycle riders would utilize the sharrows.</li> <li>• No clarity was given to major intersections – Assembly St, Sumter St, Bull St, Harden St</li> </ul>
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<p>As a member of the City of Columbia BPAC I support efforts by both groups to complete the Penny Tax projects and enact the Walk Bike Columbia plan; therefore I support this proposal, however the comments above are major in substance and my support is not assured given what I see as a trend on bicycle and pedestrian projects.</p>	<p>My letter does not reflect the Committee but is an individual comment; however, sentiments seem to be broadly shared.</p> <p>Hello,</p> <p>I will be unable to attend the Public Meeting on June 28 as I will be out of town. I wanted to provide feedback on any changes to Hampton Street around the Norfolk Southern rail crossing. I am the chairman of a committee working to help Columbia improve the safety of at-grade rail crossings in a way that will allow us to file for Quiet Zone status. There are a number of upgrades that the Hampton Street crossing will need and I would like to request that you include as many of these as possible in your plans.</p> <p>1. The crossing needs Constant Warning Time (CWT) technology to be added. This is something that will be incredibly useful if formal bike lines are being added. CWT provides a consistent warning time and gate activation (usually 20 seconds prior to train arrival) regardless of train speed. This, in turn, tends to decrease the number of "gate-runners" as crossing users have more confidence in the accuracy of the gate timing.</p> <p>2. Normally we would also ask for 100- foot medians to be added on each side of the crossing. There are some exceptions where a 60-foot median can be added. I don't think that medians are possible at this crossing due to Laurens intersecting so closely. Quad gates could be considered, however they do typically have an additional yearly maintenance cost associated with them. Norfolk Southern will be visiting in mid-July to look at this crossing (among others) with the Committee and City Staff. It would be useful for us to know whether there are any particular questions that you will need answered while they are here in terms of bike safety at rail crossings. In addition, I will be glad to provide your group feedback on this crossing after the visit with the railroad.</p>
<p>43</p>	<p>Our law firm, McWhirter, Bellinger &amp; Associates, PA, has two offices on Hampton Street, 1807 and 1813 Hampton Street. Our block is between Barnwell Street and Gregg Street near Harden Street. There are three law firms within our block that practice personal injury law.</p> <p>Our clients are often injured to the point where they need crutches, wheelchairs or other assistance when they visit our office, so convenient parking is crucial to our business.</p> <p>Parking space behind our buildings is very limited and often completely filled. Your proposal seeks to eliminate eight parking spaces on our block with the reasoning there are enough parking spaces on side streets to accommodate our clients. Many of our clients are simply too injured to travel the distance from the parking spaces on Barnwell and Gregg, and having to cross Hampton Street is an added danger to clients with limited mobility.</p> <p>While we applaud the city's efforts to improve traffic safety and encourage a more healthy lifestyle with the addition of bike lanes, I think most all businesses along our street will agree we cannot sacrifice street parking for this project. Our understanding is that the city has not done a study of bicycle traffic to see if this project is even warranted. They are currently going under the assumption that "if you build it, they will come."</p>



	<p>We believe your traffic studies will show there is not enough traffic on Hampton Street to warrant four lanes or even a third as a turn lane. As an alternate idea, we would like to propose that you either continue with a shared bicycle\car lane as you recommend for part of Hampton Street or add your bike lanes, eliminate the turn lane and keep the parking.</p> <p>To the City of Columbia Planning Division:</p> <p>[Name and Residence Remove] Confederate Ave in your city, would like to request that you edit the proposed road diet plan to retain on-street parking on the block of Calhoun between Lincoln and Park Streets, across from St. Timothy's Episcopal Church. These parking spaces are vitally important to parish health. Whitney attends the parish women's group meeting monthly during lunch time; there is generally no parking available anywhere but on Lincoln Street during those times, due to the Governor's Mansion and the Courthouse creating shortages on Richland Street. Furthermore, we park there on Sundays as well. It would be a hardship to walk in inclement weather in to church from the other available spaces more than a block away.</p> <p>We live in Elmwood Park and we attend St. Timothy's, so we consider ourselves fairly familiar with the traffic patterns in this area. It does not seem to us that there would be significant danger for cyclists to continue sharing the road with the few vehicles that do use the road on this segment. Perhaps you might consider speed humps to keep drivers slow and vigilant, rather than taking away parking from a parish that strives to do good in the downtown area.</p>
44	<p>The parking at the church is quite limited. Please do not take actions to limit it even further. Thank you for your consideration.</p>
45	<p>My main concern about the proposed changes for Hampton and Calhoun Streets is the loss of many parking spaces. I support the addition of bike lanes but not as much at the loss of convenient parking.</p> <p>There has been a pattern of large chunks of parking spaces downtown being eliminated in recent years. The more recent example is the elimination of all of them in front of the new Law School for the length of one block between bull and Pickens for no obvious reason. Some other examples are several spaces on Taylor St. leading up to the entrance of the Common Parking garage; numerous spaces on Assembly St near Blossom; and several years ago most next to the University of Pendleton, leading to the entrance to another parking garage while the University increases the student body each year. Added to the proposal 120 spaces lost due to the road diet, the loss of this would be in the dozens.</p> <p>I expect that one recoup of this trend to on-street parking will be that people will choose to go to detour Columbia less often. I am not the only person who tries to avoid using parking garages.</p>
46	<p>I was not able to attend the meeting and have not seen any updates posted. For whatever it's worth I do not think that bike lanes in this area are appropriate. Nothing against bike lanes. However, this is the only street you can travel straight through from Harden to Bull and not hit lights and/or stop signs. There is a lot of traffic and I don't think it's a good / safe idea to add the bikes.</p>
47	<p>There are restrictions on how far rail equipment (signal posts, for example) can be from vehicular lane. Check on this (MUTCD?) This may be 10-12 feet and you want to make sure that the re-stripping does not put the vehicular lanes too far away.</p> <p>- There should be a curb between the bike lane and sidewalk to deter bikers from trying to veer into pedestrian zone to beat the gates/train.</p>

	<p>- There should be at least a short gate clearly defining the pedestrian access. This would not technically be required at this point but in their experience bicyclists will try to veer onto sidewalk and beat the train as the gates come down. Curbs and a short gate requiring them to make a hop and a quick turn can greatly deter that.</p> <p>- Curbs are needed in front of rail equipment. Travel ways need to be clearly defined.</p>
49	<p>Unfortunately I won't be able to make the meeting because I will be out of town.</p> <p>I would like to communicate our support for the plans for Harden and Calhoun. I live in the Robert Mills neighborhood and it seems our president will unfortunately oppose the project due to removal of parking spaces on the street.</p> <p>Please know that there are many in our neighborhood who support the project.</p>
50	<p>I have looked at the plans for the Hampton and Calhoun Road diet and I am in favor of either of these plans.</p> <p>Thanks for improving our city!</p>
51	<p>I plan to go to the meeting tonight, but I'm worried I will be late or unavailable to go so I wanted to put in this virtual comment card. I'd like to show my support for a road diet for both Calhoun and Hampton and I am open to whichever plan is best for pedestrians and bikes.</p> <p>Thank you!</p>
52	<p>I just wanted to let you know that I am in favor of the road diet idea for Hampton &amp; Calhoun!</p> <p>Multi modal transportation and progressive bike/ped infrastructure is part of how our city will be able to compete as we grow.</p> <p>Thank you!</p>

**RICHLAND COUNTY  
ADMINISTRATION**

2020 Hampton Street, Suite 4069  
Columbia, SC 29204  
803-576-2050



September 28, 2018

The Honorable Representative Jimmy C. Bales, Ed.D.  
District No. 80 – Richland – Kershaw Counties  
1515 Crossing Creek Road  
Eastover, SC 29044

Dear Representative Bales:

This correspondence is in response to your letter dated July 17, 2018, regarding your opposition to bike lanes for the Shop Road Extension.

Richland County concurs with you that traffic congestion relief is vital to the Lower Richland area and posits that the Shop Road Extension is one approach to addressing this issue. The Shop Road Extension, which is a two-phase project, does not have any plans to provide bicycle lanes. Phase 1 of the project is currently being constructed as a four-lane divided highway extending Shop Road for approximately a mile from Pineview Road to Longwood Road. This road includes 4' paved outside shoulders, instead of the more common 2' paved shoulders, to provide the necessary stability for supporting the roadway and a safer emergency stopping area.

Shop Road Extension Phase 2 is in the very early design phase, and, like Phase 1, it will not accommodate bicycle lanes. Construction for Phase 2 will extend Shop Road from Longwood Road to Highway 378 at Trotter Road. Richland County and its contractors plan to meet with the community in the Fall of this year to discuss the development of the second phase of the project, as well as receive community input. Richland County will notify your office of these upcoming meetings when we schedule them.

Should you have any questions, please do not hesitate to contact Transportation Department Director Dr. John Thompson at 803-766-5003 or [thompson.john@richlandcountysc.gov](mailto:thompson.john@richlandcountysc.gov) or me at 803-576-2057 or [yudice.sandra@richlandcountysc.gov](mailto:yudice.sandra@richlandcountysc.gov).

Respectfully,

Sandra Yúdice, Ph.D.  
Assistant County Administrator

cc: Transportation Ad Hoc Committee Members  
Dr. John Thompson, Director, Transportation Department  
Brandon Madden, Assistant to the County Administrator

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

COUNTY OF RICHLAND )

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

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**

\_\_\_\_\_  
(1<sup>st</sup> Witness)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(2<sup>nd</sup> 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

\_\_\_\_\_  
(1<sup>st</sup> Witness)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(2<sup>nd</sup> 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: \_\_\_\_\_



# EXHIBIT A

## INDEX OF SHEETS

SHEET NO.	TITLE SHEET	DESCRIPTION	SHEET SUBTOTALS
1	2	SUMMARY OF ESTIMATED QUANTITIES	0.001
2	2A	WORKING PLANS AND MISC. DETAILS	1
3-24	4	TYPICAL SECTIONS AND MISC. DETAILS	2
4	4	REPORT OF MAT DATA SHEET	1
4A	4	PROPERTY STRIP MAPS	1
5	5	GENERAL CONSTRUCTION NOTES	0.001
5A-5C	6	REFERENCE DATA SHEETS	3
6-11	6	PLAN AND PROFILE	6
X-X	6	CROSS SECTION	0.001
DI	6	DRAINAGE SHEETS	1
10-10X	6	WORK ZONE TRAFFIC CONTROL PLANS	0.001
10-10X	6	PAYMENT MARKING AND SIGNAGE PLANS	0.001
10-10X	6	TRAFFIC SIGNAL PLANS	0.001
10-10X	6	EROSION CONTROL PLANS	0.001
10-10X	6	UTILITY RELOCATION SHEETS	0.001
20-20X	6	CROSS SECTIONS	23
<b>TOTAL SHEETS</b>			<b>40</b>



## TRANSPORTATION PROGRAM

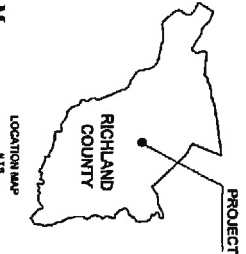
## PROPOSED PLANS

### FOR

## RICHLAND COUNTY TRANSPORTATION PENNY PROGRAM

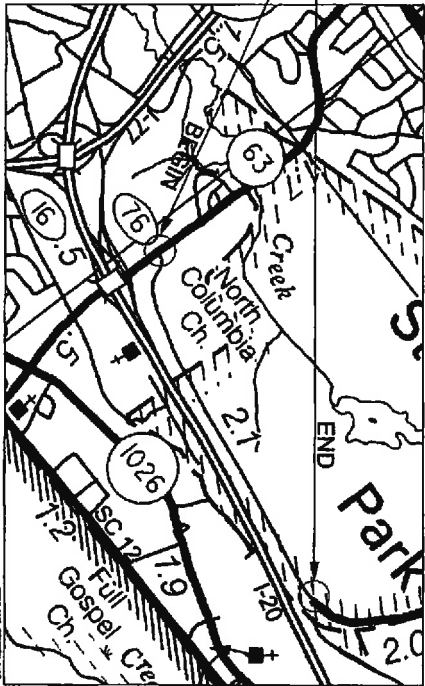
SCDOT PROJECT ID P029410, RPP PROJECT NO.180

POLO ROAD (S-2214, S-2919) SHARED-USE PATH



PROJECT LOCATION MAP

Schedule Reference for these Plans to be used: Adopted: 2001 Repealed: 2009 Schedule Reference for these Plans to be used: 2009	Schedule of Record: Transportation for 2009
INCREASED PERMIT INFORMATION Estimated Area: 4.28 Acres (A) Permitted Area: 4.88 Acres (A) Approximate Location of Boundaries to be Shown: Latitude: 34° 54' 11" N Longitude: 82° 54' 55" W Elevation: 215.04 Feet Length: 607.52 Feet Hydraulic and Structural Design provided by: HERRON & HERRON, INC.	ENGINEER OF RECORD Regional Production Engineer Date:



LANCULIT POINT TO SOUTH

ENVIRONMENTAL REPORT INFORMATION			
ISSUE RESOLVED	YES	X	NO
NEPA DOCUMENT	YES	X	NO
401 CERTIFICATION	YES	X	NO
OSHA 106	YES	X	NO
APPROPRIATE VARIABLES	SC	USCO	USACE

3 DATES BEFORE DROPPING IN SOUTH CAROLINA  
 SOUTH CAROLINA 811 (828) 311  
 WWW.82811.COM  
 CALL 811  
 ALL UTILITIES MUST BE A MEMBER OF 82811

RAILROAD DEVELOPMENT  
 10/20/09

TRAFFIC DATA  
 8977 ADT 10,650  
 3037 ADT 12,812  
 TRUCKS: N/A, X

MATERIALS	QUANTITIES		UNITS	
	1000	1000	1000	1000
GRAVEL	1.00	1.00	1000	1000
CRUSHED GRANITE	1.00	1.00	1000	1000
CONCRETE	1.00	1.00	1000	1000
ASPHALT	1.00	1.00	1000	1000
STEEL	1.00	1.00	1000	1000
WOOD	1.00	1.00	1000	1000
BRICK	1.00	1.00	1000	1000
GLASS	1.00	1.00	1000	1000
PAINT	1.00	1.00	1000	1000
OTHER	1.00	1.00	1000	1000

ALL QUANTITIES ARE SPECIFIED IN THE PLANS AND IN THE SPECIFICATIONS TO THESE PLANS. THE QUANTITIES OF MATERIALS TO BE USED SHALL BE THE RESULT OF THE DESIGNER'S CALCULATIONS AND SHALL BE THE RESULT OF THE DESIGNER'S CALCULATIONS AND SHALL BE THE RESULT OF THE DESIGNER'S CALCULATIONS.

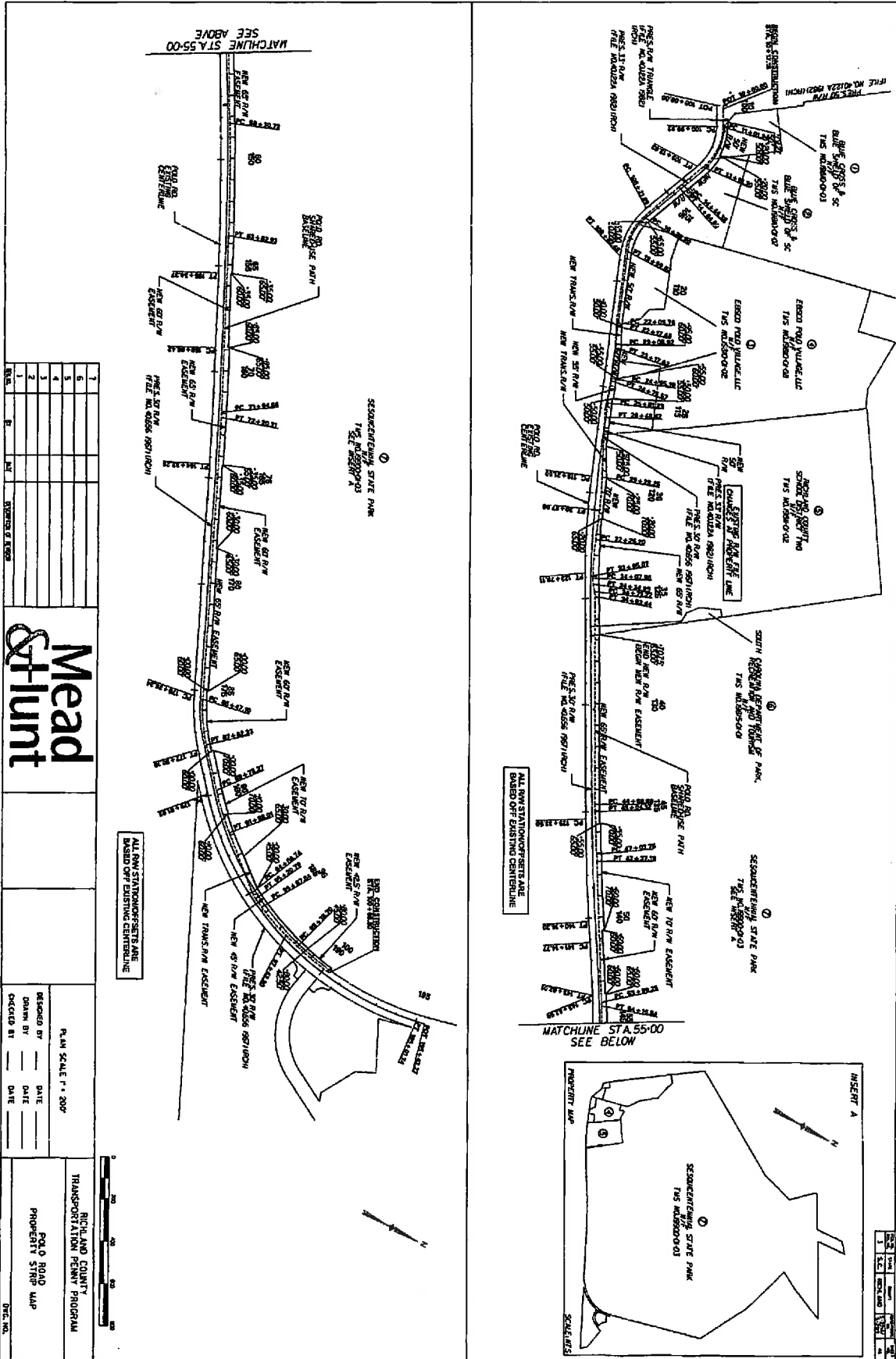
CONSULTING ENGINEERING FIRM  
**Mead Hunt**  
 ONE SOUTH LAKE DRIVE  
 ANDERSON, SC 29625

ENGINEER OF RECORD  
 Regional Production Engineer  
 Date: \_\_\_\_\_

For Right of Way Acquisition  
 Regional Production Engineer  
 Date: \_\_\_\_\_

# EXHIBIT A

3/23/2017  
 ...P:\01\Foo\_R01\_Plan04A.dwg



NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			

**Mead & Stunt**

PLAN SCALE 1" = 200'  
 DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

RICHLAND COUNTY  
 TRANSPORTATION PLANNING PROGRAM  
 POLO ROAD  
 PROPERTY STRIP MAP  
 DWG. NO. \_\_\_\_\_



Hi David,

Please let me know if you need anything else from the City regarding this agreement.

Thanks,  
Raven

**Raven Gambrell, PE**  
Richland Penny Program  
D: 1-803-726-6166 | M: 803-315-8053

**From:** Higgins, Dana R [<mailto:Dana.Higgins@columbiasc.gov>]  
**Sent:** Friday, August 31, 2018 4:20 PM  
**To:** Raven Gambrell <[rgambrell@richlandpenny.com](mailto:rgambrell@richlandpenny.com)>  
**Cc:** Hilbert, John B <[John.Hilbert@columbiasc.gov](mailto:John.Hilbert@columbiasc.gov)>; Kevin Sheppard <[ksheppard@richlandpenny.com](mailto:ksheppard@richlandpenny.com)>; David Beaty <[dbeaty@richlandpenny.com](mailto:dbeaty@richlandpenny.com)>; Bolling, Andrea R <[Andrea.Bolling@columbiasc.gov](mailto:Andrea.Bolling@columbiasc.gov)>  
**Subject:** RE: [EXTERNAL] Polo Road Multiuse Path - Easement Agreement

Yes – that is correct. Thanks Raven! You too!



**Dana R. Higgins, PE, LEED AP**  
**Director of Engineering**

Columbia Water  
Department of Engineering

PO Box 147 | Columbia, SC 29217  
[Dana.Higgins@ColumbiaSC.Gov](mailto:Dana.Higgins@ColumbiaSC.Gov)  
Phone: (803) 545-3285  
Cell: (803) 351-2386

[ColumbiaSCWater.Net](http://ColumbiaSCWater.Net)  
[ColumbiaSC.Net](http://ColumbiaSC.Net)

**From:** Raven Gambrell [<mailto:rgambrell@richlandpenny.com>]  
**Sent:** Friday, August 31, 2018 1:23 PM  
**To:** Higgins, Dana R  
**Cc:** Hilbert, John B; Kevin Sheppard; David Beaty; Bolling, Andrea R  
**Subject:** [EXTERNAL] Polo Road Multiuse Path - Easement Agreement

**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.

Hi Dana,

During our last City/Richland Penny coordination meeting on 8/16/18, we discuss maintenance activities anticipated for the waterline under the proposed path along Polo Road. It was my understanding that the City anticipates that any maintenance or repair of the existing waterline will be very infrequent, and the City will make every reasonable effort to coordinate with the County prior to activities. Could you please verify my understanding?

Thanks and I hope you enjoy the holiday weekend!  
Raven

**Raven Gambrell, PE**  
Project Manager  
Richland Penny Program  
201 Arbor Lake Drive | Columbia, SC 29223  
T: 1-844-RC PENNY | D: 1-803-726-6166 | M: 803-315-8053  
[www.RichlandPenny.com](http://www.RichlandPenny.com)



TRANSPORTATION  
PROGRAM

**City of Columbia E-Mail Address Change Notice:**

The City of Columbia will be updating our e-mail address format and moving from [columbiasc.net](mailto:columbiasc.net) to [columbiasc.gov](mailto:columbiasc.gov). Please make note and update contact information accordingly.

**Richland County Transportation Improvement Program  
Resurfacing Program Funding Summary**



**TRANSPORTATION  
PROGRAM**

Available Funding (\$40M Penny, \$1.4M CTC)	\$ 41,400,000
Committed to-date	\$ (27,419,660)
Remaining to Program	\$ <b>13,980,340</b>
Design, P&D, CEI, Safety, and Contingency (25%)	\$ (2,909,139)
<b>Available for Construction Contracts</b>	<b>\$ 11,071,201</b>

**RESURFACING COMMITMENT SUMMARY**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>TOTAL</u>
Resurfacing Pkgs A, B, C, and the PMS	\$ 5,380,121				\$ 5,380,121
Resurfacing Pkgs H, I, J, and K		\$ 8,462,321			\$ 8,462,321
Resurfacing Pkgs M and the Comp. Trans. Pkg			\$ 7,652,278		\$ 7,652,278
Resurfacing Pkgs O and P				\$ 5,478,507	\$ 5,478,507
Remainder 2018 (design)				\$ 446,433	\$ 446,433
<b>Total Committed To-Date</b>	<b>\$ 5,380,121</b>	<b>\$ 8,462,321</b>	<b>\$ 7,652,278</b>	<b>\$ 5,924,940</b>	<b>\$ 27,419,660</b>



## TRANSPORTATION PROGRAM



# Resurfacing Summary September 2018

# Resurfacing Package A



Brookview Ln.



Chelveston Ln.



Cheryse Ct.



Concord Pl. Rd.



Market Hall Ct.



Murray Pt. Ln.



Silver Fox Ln.



Southern Dr.



Muskrat Run



S. Royal Tower Dr.



St. Albans Rd.



St. Stephens E.



St. Stephens W.



Sweet Thorne Rd.

# Resurfacing Package B



American Italian Way



Arcola Dr.



Beaver Dam Rd.



Constable Ln.



Harrington Dr.



Harvest Hill Ave.



Hibernia St.



Inway Dr.



Quaker Rd.



Roundtree Rd.



Sagemont Dr.



Splendora Dr.

# Resurfacing Package B



Valhalla Ct.



Windmill Orchard Rd.



Windridge Rd.



Wotan Rd.

# Resurfacing Package C



Baker House Ct.



Baker House Rd.



Blakesmoor Rd.



Calley Ct.



Claey Ct.



Finn Ct.



Firebridge Rd.



Gale River Rd.



Great North Ct.



Great North Rd.



Halton Ct.



King Maker Ct.



South Shields Rd.



Trader Mill Rd.



Tweed Ct.

# Resurfacing Package D

(Not Awarded)



Resurfacing Package E  
(Not Awarded)

Resurfacing Package F  
(Not Awarded)

Resurfacing Package G  
(Not Awarded)

# Resurfacing Package H



Winslow Way



Newworth Ct.



Tomafield Ct.



Winslow Ct.



Durham Creek Ct.



Creekfield Ct.



Beckton Ct.



Corby Ct.



Mossfield Rd.



Green Rose Rd.



Cranley Rd.



Cranley Ct.



Thornfield Rd.



Northfield Ct.



Thornfield Ct.



Abberton Ct.



Valley End Ct.



Stockport Rd.



Runneymede Ct.



Runneymede Dr.



Craigwood Dr.



Foxwood Knoll



South Shields Rd.



Crown Point Ct.



Cape Lookout Ct.



Split Rock Ct.



Saddleback Lodge Ct.



Columbia Ave.



Pioneers Point Ct.



Settlers Way



Shetford Rd.



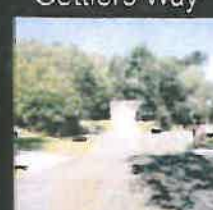
Doncaster Dr.



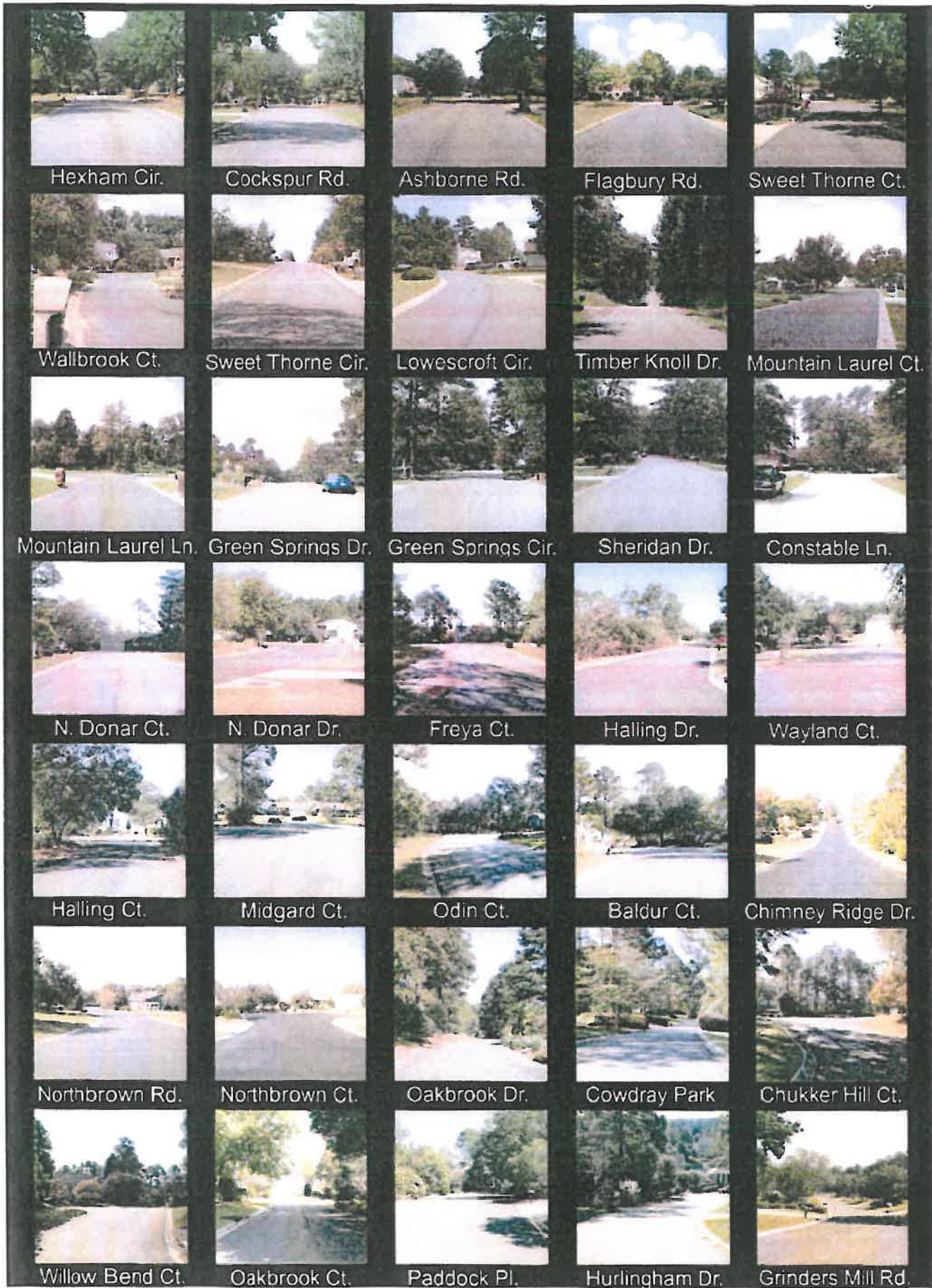
Denbeck Rd.



St. Albans Ct.



Stanford Ridge Ct.



Hexham Cir.

Cockspur Rd.

Ashborne Rd.

Flagbury Rd.

Sweet Thorne Ct.

Wallbrook Ct.

Sweet Thorne Cir.

Lowescroft Cir.

Timber Knoll Dr.

Mountain Laurel Ct.

Mountain Laurel Ln.

Green Springs Dr.

Green Springs Cir.

Sheridan Dr.

Constable Ln.

N. Donar Ct.

N. Donar Dr.

Freya Ct.

Halling Dr.

Wayland Ct.

Halling Ct.

Midgard Ct.

Odin Ct.

Baldur Ct.

Chimney Ridge Dr.

Northbrown Rd.

Northbrown Ct.

Oakbrook Dr.

Cowdray Park

Chukker Hill Ct.

Willow Bend Ct.

Oakbrook Ct.

Paddock Pl.

Hurlingham Dr.

Grinders Mill Rd.



Finley Rd.



Lansing Cir.



N. Highland Forest Dr.



Camino Ct.



Surfwood Dr.



Charles Towne Ct.



Lee Hills Dr.



Brookwood Dr.



Ouida St.



Smithfield Rd.



Roxann Dr.



Springwoods Lake Pt.



Springwoods Lake Rd.



Lindevon Ln.



Leila Ln.



Oakleaf Rd.



Locklier Rd.



Whiteoak Ridge Rd.



Watts Ln.



Esther Cir.



Ralph Ct.



Penelope Ln.



Kelly Ct.



Saddlefield Rd.



Fairfield Park Rd.



Chanwood Dr.



Chanwood Ct.



Millwood Dr.



Millwood Ct.



Fontaine Center Dr.



Millhouse Ct.



Millhouse Cir.



Gristmill Ct.

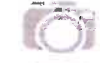


Millstone Ct.



Business Park Blvd.

# Resurfacing Package H



2017  
Fontaine Center Dr.

Fontaine Center Dr.



2017  
Greengate Ct.

Greengate Ct.



2017  
Greengate Dr.

Greengate Dr.



2017  
Loki Ct.

Loki Ct.



2017  
Maingate Dr.

Maingate Dr.



2017  
Moss Field Ct.

Moss Field Ct.



2017  
N. Cross Ct.

N. Cross Ct.



2017  
Norse Dr.

Norse Dr.



2017  
Ola St.

Ola St.



2017  
Pond Ridge Rd. E.

Pond Ridge Rd. E.



2017  
Saddletrial Rd.

Saddletrial Rd.



2017  
Stonegate Dr.

Stonegate Dr.



2017  
Tea Rose Ct.

Tea Rose Ct.



2017  
Thornridge Rd.

Thornridge Rd.



2017  
Vallev End Ct.

Vallev End Ct.



2017  
Woodgate Dr.

Woodgate Dr.



2017  
Woodshore Cir.

Woodshore Cir.



2017  
Woodshore Ct.

Woodshore Ct.



2017  
Woodshore Dr.

Woodshore Dr.



2017  
Valkyrie Blvd.

Valkyrie Blvd.



2017  
Valhalla Cir.

Valhalla Cir.



2017  
Valhalla Dr.

Valhalla Dr.

# Resurfacing Package I



Brickling Rd.



Cotswold Ct.



Cove Ct.



Cove View Dr.



Hayburg Dr.



Headwater Cir.



Shell Cracker Ct.



Wells Point Dr.



Wychewood Rd.

# Resurfacing Package J



Avocet Ct.



Egret Ct.



Heron Ct.



Heron Dr. (L)



Heron Dr. (R)



Merganser Ct.



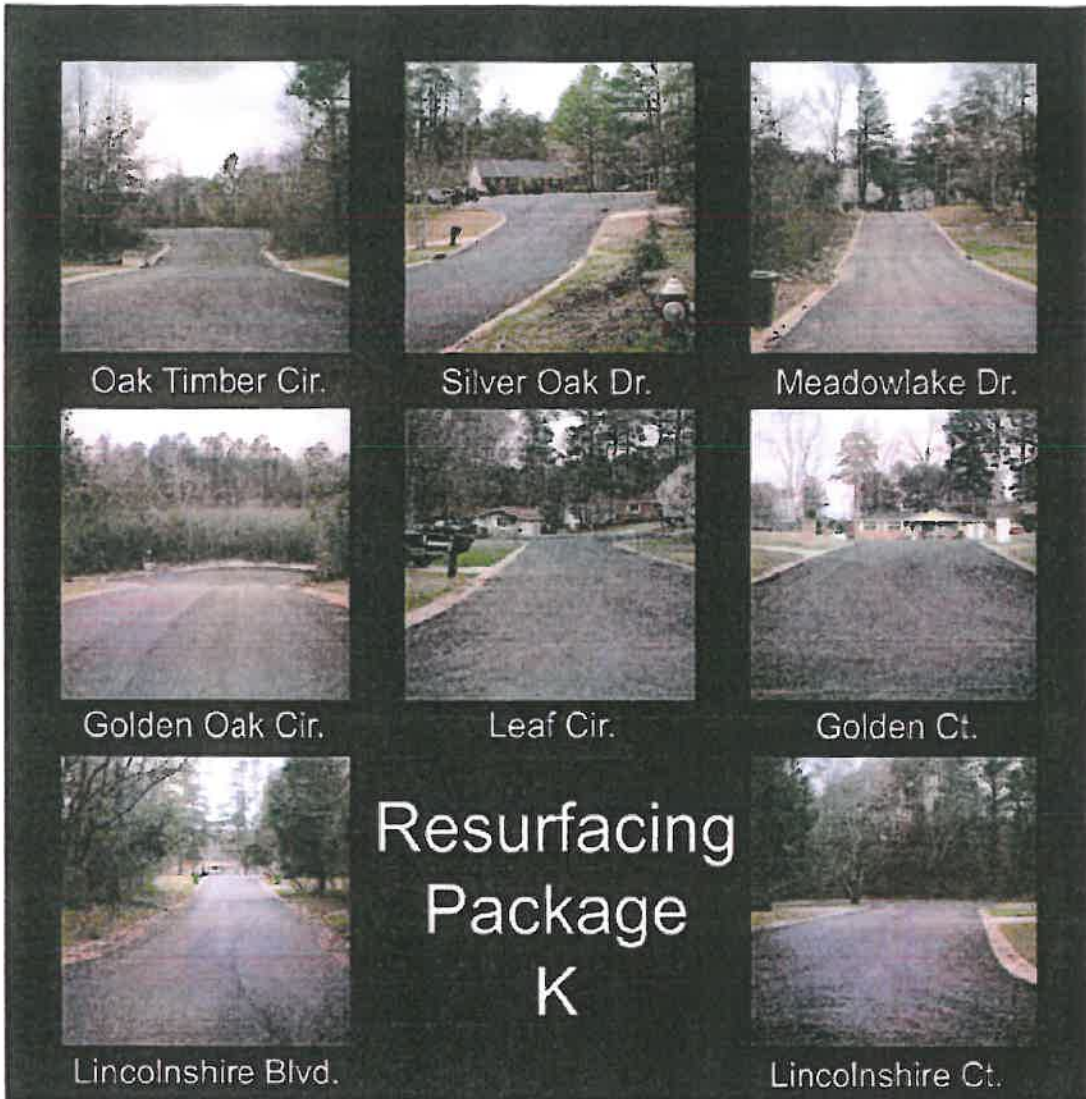
Peregrine Ct.



Plover Ct.



Swallow Ct.



Resurfacing Package L  
(Not Awarded)

# Transportation Improvement Package 1

(Resurfacing)



IMAGE  
COMING  
SOON

Arborgate Cir.



IMAGE  
COMING  
SOON

Beatty Downs Rd.



IMAGE  
COMING  
SOON

Bentwood Ct.



IMAGE  
COMING  
SOON

Calico Cir.



IMAGE  
COMING  
SOON

Calico Ln.



Cedar Lake Rd.



IMAGE  
COMING  
SOON

Cooper Rd.



Frontier Rd.



IMAGE  
COMING  
SOON

Gatlin Ct.



IMAGE  
COMING  
SOON

Gatlin Dr.



IMAGE  
COMING  
SOON

Harwood Dr.



IMAGE  
COMING  
SOON

Hickory Ridge Dr.



# Transportation Improvement Package 1 (Resurfacing)



IMAGE  
COMING  
SOON

Irish Ct.



IMAGE  
COMING  
SOON

Montreat Ct.



IMAGE  
COMING  
SOON

Old Well Rd.



IMAGE  
COMING  
SOON

Padgett Rd.



IMAGE  
COMING  
SOON

Parkinson Dr.



IMAGE  
COMING  
SOON

Powers Ct.



IMAGE  
COMING  
SOON

Sherry Ct.



IMAGE  
COMING  
SOON

Stoopwood Ct.



IMAGE  
COMING  
SOON

Summit Pkwy



IMAGE  
COMING  
SOON

W. Ashford Ct.



IMAGE  
COMING  
SOON

W. Ashford Way

# Resurfacing Package M



Den Hague Ct.



Aiken Hunt Cir.



N. Crossing Dr.



N. Crossing Dr.



Pintail Ln.



N. Crossing Ct.



Teal Way



Toms Chase Rd.



Woodlands Ridge Rd.



Sawgrass Ct.



Firestone Ct.



Brookline Ct.



Kenmure Ct.



Avenel Ct.



Spyglass Ct.



Doral Ct.



Addy Ct.



Balfour Ct.



Brafield Pl.



Bucktail Dr.



Chasewood Ct.



Darcy Ct.



Fawnwood Ct.



Gleneagle Cir (NE)

# Resurfacing Package M



Glenhawk Loop



Green Rose Rd.



Lancer Ct.



Marway Ct.



Meadow Creek Dr.



Misty Glen Ct.



Persimmon Wood Ct.



Riverwalk Way



Staffwood Ct.



Tillbury Dr.



Tipton Cir.



Torwood Dr.



Ultra Way



Clay Ct.



Clearidge Ct.



Clearwell Ct.



Deuce Ct.



Elton Ct.



Forty Love Point Dr.



Lionburg Ct.

# Resurfacing Package M



IMAGE  
COMING  
SOON

Deuce Ct.



IMAGE  
COMING  
SOON

Elton Ct.



IMAGE  
COMING  
SOON

Forty Love Point Dr.



IMAGE  
COMING  
SOON

Lionburg Ct.



IMAGE  
COMING  
SOON

Match Point Dr.



IMAGE  
COMING  
SOON

Newcourt Place



IMAGE  
COMING  
SOON

Pond Edge Ln.



IMAGE  
COMING  
SOON

Racket Rd.



IMAGE  
COMING  
SOON

Ruthberry Ct.



IMAGE  
COMING  
SOON

Sagamare Rd.



IMAGE  
COMING  
SOON

Set Point Ct.



IMAGE  
COMING  
SOON

Stanhope Ct.



IMAGE  
COMING  
SOON

Tennis Ct.



IMAGE  
COMING  
SOON

Touchfield Ct.



IMAGE  
COMING  
SOON

Willowood Pkwy



IMAGE  
COMING  
SOON

Winward Ct.

# Resurfacing Package N

(Not Awarded)

# Resurfacing Package O



IMAGE  
COMMIT  
BOOK

Berry Ridge Ct.



IMAGE  
COMMIT  
BOOK

Baying Hound Way



IMAGE  
COMMIT  
BOOK

Carty Dr.



IMAGE  
COMMIT  
BOOK

Fenwick Ct.



IMAGE  
COMMIT  
BOOK

Firebrick Ln.



IMAGE  
COMMIT  
BOOK

Fonthill Ct.



IMAGE  
COMMIT  
BOOK

Harwell Dr.



IMAGE  
COMMIT  
BOOK

Loki Ct.



IMAGE  
COMMIT  
BOOK

Lost Trees Ct.



IMAGE  
COMMIT  
BOOK

Maple Ridge Rd.



IMAGE  
COMMIT  
BOOK

McNulty St.



IMAGE  
COMMIT  
BOOK

Murfield Court W.



IMAGE  
COMMIT  
BOOK

Radcot Ct.



IMAGE  
COMMIT  
BOOK

Ridgetop Ct.



IMAGE  
COMMIT  
BOOK

Salsbury Ln.



IMAGE  
COMMIT  
BOOK

Sly Fox Run

# Resurfacing Package O



IMAGE  
COLLECTING  
TRUCK

Surrey Ln.



IMAGE  
COLLECTING  
TRUCK

Sutters Mill Ct.



IMAGE  
COLLECTING  
TRUCK

Ventura Ct.



IMAGE  
COLLECTING  
TRUCK

Wheatridge Ct.



IMAGE  
COLLECTING  
TRUCK

Whiteoak Ridge Ln.



IMAGE  
COLLECTING  
TRUCK

Whitfield Ct.



IMAGE  
COLLECTING  
TRUCK

Winding Creek Ln.



IMAGE  
COLLECTING  
TRUCK

Woodlands Ridge Ln.

# Resurfacing Package P



IMAGE  
COLLECTING  
TRUCK

Anna B Lane



IMAGE  
COLLECTING  
TRUCK

Arborgate Ct.



IMAGE  
COLLECTING  
TRUCK

Arborland Ct.



IMAGE  
COLLECTING  
TRUCK

Ashleys Pl.



IMAGE  
COLLECTING  
TRUCK

Azalea Cir.



IMAGE  
COLLECTING  
TRUCK

Ballentine Point Rd.



IMAGE  
COLLECTING  
TRUCK

Battery Rd.



IMAGE  
COLLECTING  
TRUCK

Before Way

# Resurfacing Package P



IMAGE  
COMING  
SOON

Bent Oak Ct.



IMAGE  
COMING  
SOON

Berkeley Forest Ct.



IMAGE  
COMING  
SOON

Billsdale Ct.



IMAGE  
COMING  
SOON

Billsdale Rd.



IMAGE  
COMING  
SOON

Birchbark Ct.



IMAGE  
COMING  
SOON

Blackburn Rd. E.



IMAGE  
COMING  
SOON

Bonbon Ln.



IMAGE  
COMING  
SOON

Boulters Lock Rd.



IMAGE  
COMING  
SOON

Bradford Ln.



IMAGE  
COMING  
SOON

Bronlow Dr.



IMAGE  
COMING  
SOON

Brook Hollow Dr.



IMAGE  
COMING  
SOON

Carolee Ct.



IMAGE  
COMING  
SOON

Cavendish Ct.



IMAGE  
COMING  
SOON

Chadford Rd.



IMAGE  
COMING  
SOON

Clouser Dr.



IMAGE  
COMING  
SOON

Craven Arms Ct.



IMAGE  
COMING  
SOON

Crossthorn Rd.



IMAGE  
COMING  
SOON

Dowgate HI



IMAGE  
COMING  
SOON

Evelyn Ct.



IMAGE  
COMING  
SOON

Exton Shore Dr.



IMAGE  
COMING  
SOON

Falbrook Ct.



IMAGE  
COMING  
SOON

Falmouth Rise Rd.



IMAGE  
COMING  
SOON

Fincastle Ave.



IMAGE  
COMING  
SOON

Garland St.

# Resurfacing Package P



IMAGE  
COMING  
SOON

Gidding Ct.



IMAGE  
COMING  
SOON

Gowham Ct.



IMAGE  
COMING  
SOON

Grantham Cir.



IMAGE  
COMING  
SOON

Grayside Rd.



IMAGE  
COMING  
SOON

Grey Oak Ln.



IMAGE  
COMING  
SOON

Greys Ct.



IMAGE  
COMING  
SOON

Hampstead Ct.



IMAGE  
COMING  
SOON

Hawks Ridge Ln.



IMAGE  
COMING  
SOON

Ixworth Grn



IMAGE  
COMING  
SOON

Jadetree Ct.



IMAGE  
COMING  
SOON

Key Rd.



IMAGE  
COMING  
SOON

Kristyben Ct.



IMAGE  
COMING  
SOON

Lambeth Walk



IMAGE  
COMING  
SOON

Lely Ct.



IMAGE  
COMING  
SOON

Lyne Cove Ct.



IMAGE  
COMING  
SOON

Maid Lynn Ct.



IMAGE  
COMING  
SOON

N. Palace Ct.



IMAGE  
COMING  
SOON

Newgate End



IMAGE  
COMING  
SOON

Oak Hampton Rd.



IMAGE  
COMING  
SOON

Oak Knoll Dr.



IMAGE  
COMING  
SOON

Oakleaf Cir.



IMAGE  
COMING  
SOON

Old Garners Ferry Rd.



IMAGE  
COMING  
SOON

Old Tree Ct.



IMAGE  
COMING  
SOON

Padgett Woods Blvd.



# Resurfacing Package P



IMAGE  
COPYING  
SOON

Pennigail Ct.



IMAGE  
COPYING  
SOON

Polo Ridge Cir.



IMAGE  
COPYING  
SOON

Rainsborough Way



IMAGE  
COPYING  
SOON

Raintree Dr.



IMAGE  
COPYING  
SOON

Ramblewood Dr.



IMAGE  
COPYING  
SOON

Ramsbury Ct.



IMAGE  
COPYING  
SOON

Regents Ct.



IMAGE  
COPYING  
SOON

Ridgetop Ct.



IMAGE  
COPYING  
SOON

Riverwalk Ct.



IMAGE  
COPYING  
SOON

S. Brick Rd.



IMAGE  
COPYING  
SOON

Southampton Dr.



IMAGE  
COPYING  
SOON

Spring Hope Rd.



IMAGE  
COPYING  
SOON

Sugar Pine Ct.



IMAGE  
COPYING  
SOON

Sutton Way



IMAGE  
COPYING  
SOON

Trinty Three Cir.



IMAGE  
COPYING  
SOON

Trinty Three Ct.



IMAGE  
COPYING  
SOON

Trinty Three Rd.



IMAGE  
COPYING  
SOON

Upton Grey Ct.



IMAGE  
COPYING  
SOON

Upton Grey Rd.



IMAGE  
COPYING  
SOON

Waly Ct.



IMAGE  
COPYING  
SOON

Wells Garden Ct.



IMAGE  
COPYING  
SOON

Westport Dr.



IMAGE  
COPYING  
SOON

Wheatstone



IMAGE  
COPYING  
SOON



## TRANSPORTATION PROGRAM



# Dirt Road Paving Summary September 2018

# Dirt Road Paving Project A -(Not Awarded)

## Dirt Road Paving Package B

District 7



William Duffie Rd.



Presley Dr.



Ted St.



Harold St.



Inola St.



Pilgrim Rd.



Tammy Drive



Ethel's Avenue



Pealowl Rd.



Townsend St.

## Dirt Road Paving Package C

Districts 1, 2, 9 & 11



Annie Entzinger Ct.



Cliff Anderson Rd.



Winterwood Ct.



Zachary Ln.



Polk St.



Sarah Rd.



Tiger Paw Ln.



Cedar Grove Ln.



Cheek St.



Clayton St.



Griggs St.



Christy Creek Ct.

## Dirt Road Paving Project D

Districts 7 & 9



Boylston Rd.



Overlook Dr.



Dumas Point

## Dirt Road Paving Package E

District 10



Kirk Rd.



Pleasant Grove Rd.



P.R. Webber Rd.



Simon Weston Rd.



Sumpter Rd.

## Dirt Road Paving Package F



Jouster St.

# Transportation Improvement Package 1

(Dirt Roads)



Amenity Ct.



Archer Ave.



Cabin Cove Rd.



Deloach Dr.



Hattie Rd.



Jeter St.



Miller Rd.



Nassau Rd.



Normandy Rd.



Paul Rd.



Pringle Rd.



Westchester Ave.



Shady Grove Church Rd.



Tuck Ct.



Tucker Town Ct.

# Dirt Road Paving Package G



IMAGE  
COMING  
SOON

Della Mae Ct.



IMAGE  
COMING  
SOON

Labrew Dr.



IMAGE  
COMING  
SOON

London Ave.

# Dirt Road Paving Package H



IMAGE  
COMING  
SOON

Ashbury St.



IMAGE  
COMING  
SOON

Bluff Oaks Rd.



IMAGE  
COMING  
SOON

Minger Rd.



IMAGE  
COMING  
SOON

Net Dean Rd.



IMAGE  
COMING  
SOON

S. Hask Jacobs Rd.



IMAGE  
COMING  
SOON

Sara Matthews Rd.



IMAGE  
COMING  
SOON

W. Miriam Ave



IMAGE  
COMING  
SOON

Contractor's Program Management Organizational Duties:

The Contractor will provide DRP Program Management and Organization Services which include DRP Program development, oversight, technical assistance, and special expertise for the County in completing each of the DRP Projects included in Exhibit D. The total approved DRP Program Cost is approximately \_\_\_\_\_. (plus any updates to the CTIP which are not attached but which are incorporated herein by reference thereto as they are approved) which is a list of projects and budgets included in the DRP program.

**Service Order**  
**For**  
**On Call Engineering Services Agreement**

SERVICE ORDER NO. Holt #15

Date: August 17, 2018

This Service Order No. Holt #15 is issued by Richland County, South Carolina (the “County”), to Holt Consulting Company, LLC. (the “Consultant”) pursuant to that Agreement dated February 11, 2015 between the County and the Consultant called “On Call Engineering Services Agreement Related to the Richland County, South Carolina Sales Tax Public Transportation Improvement Plan” (the “Agreement”).

This Service Order, together with the Agreement, form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Change Order or Change Directive as provided for in the Agreement.

**I. Scope of Services.**

A. Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the information set forth below:

*See Exhibit A – Scope of Services*

B. Unless otherwise provided in an exhibit to this Service Order, the Consultant’s Services to be provided pursuant to this Service Order are:

*See Exhibit A – Scope of Services*

C. Unless otherwise provided in an exhibit to this Service Order, the County’s anticipated dates for commencement of the Services and Completion of the Services are set forth below:

1. Commencement Date: September 3, 2018
2. Completion Date: *See Exhibit A – Scope of Services - Schedule*

D. Key personnel assigned by Consultant to this Service Scope of Work:

1. Paul A. Holt, P.E. (Principal)
2. Jeff Mulliken, P.E. (Sr. Project Manager)



**II. Insurance**

The Consultant shall maintain insurance as set forth in the Agreement. If the Consultant is required to maintain insurance exceeding the requirements set forth in the Agreement, those additional requirements are as follows:

*N/A*

**III. Owner’s Responsibilities.**

In addition to those responsibilities the County may have as stated in the Agreement, the County in connection with this Service Order only shall:

*N/A*

**IV. Consultant’s Compensation.**

A. The Consultant shall be compensated for Services provided under this Service Order as follows:

<i>Lump Sum</i>	\$	449,289.62
<i>Approved Direct Expenses</i>	\$	7,017.50
<i>Cost Plus Fixed Fee</i>	\$	0.00
<i>Total</i>	\$	<u>456,307.12</u>
<i>Contingency – Not to Exceed*</i>	\$	44,928.96

*\*Requires approval from Richland County to authorize contingency*

B. Additional Services. Unless otherwise provided in an exhibit to this Service Order, any Additional Services by the Consultant shall be paid as Additional Services as provided in the Agreement.

**V. Additional Exhibits.**

The following exhibits and/or attachments are incorporated herein by reference thereto:

*Exhibit A – Scope of Services*

**VI. Execution of Service Agreement**

The Execution of this Service Order by the County below constitutes a Service Order to the Consultant. The execution of this Service Order by the Consultant creates the Service Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the sufficiency of which is hereby acknowledged by the parties, this Service Agreement is entered into Under Seal as of the Effective Date of \_\_\_\_\_, 2018.

**WITNESS:**

**RICHLAND COUNTY, SOUTH CAROLINA**

\_\_\_\_\_

By: \_\_\_\_\_ (L.S.)

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

**HOLT CONSULTING COMPANY, LLC**

**WITNESS:**

  
\_\_\_\_\_

By:  \_\_\_\_\_ (L.S.)

Its: Principal \_\_\_\_\_

Date: August 17, 2018 \_\_\_\_\_

## **EXHIBIT A: SCOPE OF SERVICES**

# ATTACHMENT "A"

## SCOPE OF SERVICES AND SCHEDULE

# SPEARS CREEK CHURCH ROAD (S-53)

# WIDENING

### Introduction

Holt Consulting Co. (CONSULTANT) has been authorized by Richland County (COUNTY) to provide engineering services for the widening of Spears Creek Church Road (S-53) in Richland County, South Carolina. Spears Creek Church Road is considered a Rural Minor Arterial by the South Carolina Department of Transportation (DEPARTMENT). The DEPARTMENT holds all public rights-of-way adjacent to the project corridor and assumes all maintenance responsibilities for those said rights-of-way.

The project will consist of widening the existing roadway to five lanes (two lanes in each direction with center median) between Two Notch Road (US 1) and just before the westbound I-20 entrance / exit ramps, for a total length of approximately 2.20 miles. The project is proposed to include bicycle and pedestrian accommodations.

**Project Location** - The project is located in Richland County, northeast of the City of Columbia; however, a large portion of the project is within the City of Columbia municipal limits – between Jacobs Millpond Road (S-1097) and the end of project.

**Existing Conditions** – Spears Creek Church Road is an existing 2-lane, earthen shoulder and ditch section roadway for the majority of the alignment, from just past Two Notch Road to just before Earth Road, for approximately 1.23 miles. The road transitions to a 3-lane, earthen shoulder and ditch section facility from Earth Road to just past the intersection with Pontiac Business Center Drive / Southridge Way, for an approximate distance of 0.63 miles where the roadway transitions back to a 2-lane roadway until the proposed end of project at the I-20 ramps.

Spears Creek Church Road crosses Spears Creek and associated floodway via dual 60-inch, reinforced concrete pipes between Jacobs Millpond Road and Earth Rd. Walden Pond and associated dam structure is situated adjacent to the southbound direction of Spears Creek Church Road at this crossing. The Walden Pond dam failed during the 2015 flood event, breaching the spillway, overtopping Spears Creek Church Road and demolishing the roadway south of the existing dual 6'x6' reinforced concrete box culvert. The new RCPs were installed in this damaged area of roadway to the south of the culvert. This dam has not been repaired to pre-flood conditions to-date. Most recent coordination from 2016 stated that the owners of the pond and dam were planning for permanent breach of the dam.

**Proposed Project Scope (Roadway Widening)** – A Concept Report, Traffic Analysis & Report, Preliminary Roadway and Conceptual Structure Plans, and other associated services, will be developed to reflect the implementation of the widening of Spears Creek Church Road to five lanes with the following;

- 45 mph design speed;
- 12-foot wide travel lanes;
- The addition of a two-way left turn lane along the length of the roadway (assumed 15 foot wide center media);
- Curb and gutter, closed-drainage system;
- The addition of bicycle and pedestrian accommodations along the length of the roadway;
- Hydraulic evaluations of existing FEMA crossing of Spears Creek;
- Potential replacement of existing RC box culvert and dual, RC pipes with a new structure;
- Review vertical/horizontal and intersection alignments and design, and revise, if necessary, to meet design criteria; and,
- Pedestrian accommodations along Earth Road which connect to the Clemson Road Widening project.

**Summary of Anticipated Services** - An outline of the services anticipated for this project is shown below.

- Task 1 - Project Management
- Task 2 - Environmental Services / Permitting
- Task 3 - Traffic Analysis
- Task 4 - Aerial Mapping / Field Surveys
- Task 5 - Concept Report
- Task 6 - Preliminary Roadway Design
- Task 7 - Conceptual Structure Design
- Task 8 - Preliminary Stormwater Management / Hydraulic Design

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## Quality Control

The CONSULTANT shall implement all necessary quality control measures to produce plans and reports that conform to COUNTY guidelines and standards. Prior to submittal to the COUNTY, all plans and reports shall be thoroughly reviewed for completeness, accuracy, correctness, and consistency. Subconsultants for this project will be required to implement and maintain a stringent quality control program as well. The COUNTY reserves the right to request QA/QC documents (red-lines, checklists, etc) from the CONSULTANT with project deliverables.

## Task 1

### PROJECT MANAGEMENT

The CONSULTANT shall institute a program for conformance with COUNTY requirements for monitoring and controlling project engineering budget, schedule and invoicing procedures. The CONSULTANT's subconsultants shall be included in this program. Proposed dates of submittals, completion of tasks, and final completion of pre-construction services as noted in this agreement will be negotiated with the COUNTY. Included in management of the project will be:

- ◆ Project meetings between the COUNTY, DEPARTMENT and CONSULTANT for clarification of scope, discussion of concepts, review of submittals, etc. at the discretion of the COUNTY.
- ◆ The CONSULTANT will prepare meeting agenda and meeting materials as well as record the minutes of each meeting in which it participates and distribute to the appropriate COUNTY personnel.
- ◆ Prepare monthly invoices, status reports, and schedule updates. Assume a 9-month design schedule which will impact the duration of preparing invoices, status reports, and schedule updates.

At this time, no assumptions should be made for the preparation of invoices, reports and updates during the construction duration of the project. All Construction Phase Services to be negotiated under a future contract modification.

- ◆ The CONSULTANT will provide coordination with its SUB-CONSULTANTS during the execution of their work. Assume a 9-month design schedule.
- ◆ The CONSULTANT will include the COUNTY in any discussions concerning the project prior to submittal of deliverables if that process has the advantage of expediting the completion of any task of the project.

The CONSULTANT will attend meetings with the COUNTY and stakeholders from various organizations affected by this project in order to incorporate the needs and desires of these organizations into the decision-making process. It is assumed that the CONSULTANT will attend 9 project meetings (1 each month during the design services) and two (2) additional review coordination meetings with the DEPARTMENT, COUNTY and others, as applicable. The CONSULTANT will be in attendance at these meetings and will prepare all necessary display materials, meeting agendas and minutes.

#### **Deliverables:**

1. Nine (9) status reports (approximately monthly) and updated schedule. Two (2) additional meetings may be held specific to miscellaneous coordination efforts.
2. Meeting agendas and meeting minutes covering all project meetings. Meeting agendas are to be provided to the COUNTY within two (2) business days prior to all meetings. Meeting

minutes are to be provided to the COUNTY within three (3) business days after all meetings.

## **Task 2**

### **ENVIRONMENTAL SERVICES/PERMITTING**

Within two weeks of the date that the COUNTY provides a Notice to Proceed (NTP) for the subject project, and prior to commencement of design, the CONSULTANT shall make a determination of the environmental and/or navigational permits expected to be required for the subject project on a permit determination form. This information will inform the COUNTY of the anticipated permits and will be incorporated in the project schedule to ensure compliance.

No Jurisdictional Determination services shall be conducted during this scope of services. Desktop level wetland mapping (National Wetland Inventory, NWI) shall be used as a general guide during the development of the roadway alignment for preparation of the concept report and preliminary plans.

No permitting services shall be conducted during this scope of services; however, the Concept Report (see Task 5) shall include potential permitting requirements and other environmental issues.

No NEPA documentation services are assumed for this scope of work.

#### **Technical Reports**

Hazardous Waste and Underground Storage Tanks – In assessing the environmental liabilities associated with the proposed new rights of way, the COUNTY may conduct appropriate / applicable elements of a Phase I Environmental Site Assessment in accordance with procedures established by ASTM Designation E 1527-13, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”. This approach complies with the Standards and Practices for All Appropriate Inquiries (AAI), Final Rule published in 40 CFR Part 312. A Phase 2 Site investigation may be conducted by the COUNTY for those sites recommended for additional study as stated in the Phase 1 ESA. The results / deliverable provided from a Phase 1 ESA and any potential Phase 2 Site Investigations will be provided to the CONSULTANT.

**Public Coordination/Public Meeting** – One (1) public meeting is proposed for this phase of the project. The meeting is proposed to be conducted following development of the concept report.

The CONSULTANT will develop and provide to the COUNTY a list of property owners and stakeholders such as businesses, schools, shopping centers and home owners associations.

The public meeting will tentatively be scheduled for 5:00 pm to 7:00 pm on a Monday or Thursday at a venue along, or near, the project corridor. The CONSULTANT, with input from the

COUNTY, will be responsible for procuring the venue and determination of date and time. The CONSULTANT will be responsible for the preparation of public notice letters and draft media release necessary for promoting the meeting. The COUNTY will provide sample documentation from a previous public meeting. Following COUNTY approval of the public notice letter, the CONSULTANT will mail letters to the list of property owners and stakeholders.

The CONSULTANT, with input from the COUNTY, shall prepare necessary public meeting materials, (deliverables would include project design displays, project overview displays, project typical sections and right of way data tables, as applicable). The CONSULTANT will provide necessary boards and display easels. The CONSULTANT shall also be responsible for the development and printing of handouts, comment cards and sign-in sheets for the public meeting. The COUNTY will provide a base template (with language utilized for previous public meetings) for the handout, comment card and sign-in sheets. The CONSULTANT shall provide draft copies of all materials to be used in the public meeting to the COUNTY for review a minimum of 15 business days prior to printing. The CONSULTANT will also provide the COUNTY with PDF versions of all final deliverables, as stated above, for the public information meeting one week prior to the meeting for posting on the COUNTY website.

The public meeting is assumed to be held as an open-house style meeting. The COUNTY may conduct a brief formal presentation at some time during the public information meeting. The CONSULTANT shall attend the scheduled public meeting and have a minimum of four (4) personnel knowledgeable of the project and its impacts in attendance. The CONSULTANT's role at the meeting is to discuss the project alternatives, proposed design and impacts with the public in attendance.

The COUNTY may secure security guards from local law enforcement agencies or private security firms for all public meetings. The COUNTY will also be responsible for fabricating and erecting signs to be placed on the projects as well as any directional signage needed at the public meeting venue.

The CONSULTANT shall prepare a summary of the public meeting comments within seven (7) business days from the close of the public comment period and receipt of the comments from the COUNTY. The COUNTY will provide a sample from a previous public meeting on a similar project. The COUNTY will be responsible for development of public comment responses and individual response letters, at their discretion. The CONSULTANT may be asked to assist with the development of appropriate responses, as necessary.

**Assumptions:**

- The CONSULTANT will conduct property owner research and develop property owner and stakeholder contact/ mailing list in Excel format. Assume 125 contacts.



- The CONSULTANT will submit a draft media release to the COUNTY one month prior to the public meeting.
- The CONSULTANT will prepare public notice letters and mail/deliver to stakeholders one month prior to the public meeting. Assume 125 letters.
- The center alignment reflecting both typical sections to be presented at public meeting (see Task 5 below).
- The CONSULTANT will provide printed and PDF copies of all displays (up to 12 – 36-in x 48-in). Draft copies of the displays shall be submitted to the COUNTY in full size hardcopies 15 days prior to the Public Meeting. The CONSULTANT assumes two (2) rounds of revisions on public meeting materials and displays.
- The CONSULTANT assumes up to 100 comments will be received and included in the public meeting summary.
- Meeting Preparation and Debrief meetings will be held at Richland County Penny Offices in Columbia, SC.
- Participation of four (4) CONSULTANT team members at one (1) Public Meeting

### **Deliverables**

1. Permit Determination Form
2. Property Owner and Stakeholder list
3. Public Notice Letters
4. Draft Media Release
5. Attendance at one (1) Public Meeting and preparation of Public Meeting materials (as stated in scope)
6. Public Meeting Summary

## **Task 3**

### **TRAFFIC ANALYSIS**

**Data Collection** – The CONSULTANT will collect data necessary to perform a detailed traffic analysis of existing and future design conditions. The data collection will include the following activities:

**Field Investigation** – The CONSULTANT will conduct a field visit to examine the existing roadway conditions and adjacent land use characteristics present within the study area, including:

1. Existing roadway speed limits
2. Number of lanes
3. Type and length of turn lanes
4. Traffic control

The field investigation will also identify those locations where horizontal and/or vertical sight distance may be limited at roadway and driveway intersections and identify locations where access management principles may be applied to consolidate driveway curb cuts.

**Accident Data Collection** – The COUNTY will obtain the most recent three years crash data along the study corridor.

**Traffic Signal Timing Data Plan Collection** – The CONSULTANT will obtain existing traffic signal timing information from the DEPARTMENT for the following signalized intersection along Spears Creek Church Road within the corridor:

1. Spears Creek Church Road at Two Notch Road
2. Spears Creek Church Road at Earth Road / Woodcreek Farms Road

**Traffic Volume Data Collection** – The CONSULTANT will conduct manual turning movement counts in 15-minute intervals during the weekday A.M. peak (7:00 to 9:00 A.M.) and P.M. peak (4:00 to 6:00 P.M.) on either Tuesday, Wednesday or Thursday at the signalized intersections indicated above and the following unsignalized intersections:

1. Spears Creek Church Road and Jacobs Millpond Road on North End of Project
2. Spears Creek Church Road and Jacobs Millpond Road on South End of Project
3. Spears Creek Church Road and I-20 Ramps
4. Spears Creek Church Road at Greenhill Parish Parkway/Jacobs Drive
5. Spears Creek Church Road at Pontiac Business Center Drive/Southridge Way

The CONSULTANT will conduct 24-hour bi-directional counts during the mid-week at the following locations:

1. Spears Creek Church Road between I-20 and Earth Road/Woodcreek Farm Road
2. Spears Creek Church Road between Earth Road and Two Notch Road/Woodcreek Farm Road

All counts will be conducted while the local public schools are in session.

The CONSULTANT will utilize travel demand models and/or average annual growth rates to establish design year and background traffic growth.

**Development Data Collection** – The CONSULTANT will obtain information concerning planned and approved development projects affecting traffic within the corridor area. Information concerning projected land uses, zoning and development planning documents will also be obtained.

**Traffic Analysis** – The CONSULTANT will perform the necessary analyses of the proposed improvement alternatives using the information obtained during the Data Collection task.

**Conceptual Analysis** – The CONSULTANT will identify the opening year and design year (20 years past opening date) peak hour Levels of Service for roadway segments and intersections within the study area using the procedures and methodologies outlined in the current editions of Special Report 209: Highway Capacity Manual 2000 edition and traffic analysis software, such as Highway Capacity Software (HCS) or Synchro 7.0 or 8.0 SimTraffic. The results of the conceptual design analysis will include:

1. The number and type of lanes on each approach of the study area intersections
2. Length of turn lanes to provide sufficient vehicle storage
3. LOS Tables
4. Opening year ADT and design year ADT

**Accident Analysis** – The CONSULTANT will identify the existing high crash locations within the corridor and will determine:

1. the total number of crashes, number of fatal crashes and fatalities, number of injury crashes and injuries;
2. the probable cause, time and location of all the fatal crashes;
3. the total number of the property damage crashes;
4. the lighting and pavement condition of all the crash occurrences

The CONSULTANT will summarize the different crash types and determine the primary causes of the existing crashes. The CONSULTANT will identify those locations with frequent and/or severe crash histories that may be able to be addressed through design and traffic control measures implemented as part of this project. The CONSULTANT will evaluate the most recent three years of available crash data.

**Report Preparation** – The CONSULTANT will prepare a traffic study that will outline the evaluations performed and the recommended improvements along the corridor and comparative analysis of the existing roadway to the post improvement roadway. The results will provide Levels-of-Service for each scenario studied. The CONSULTANT will submit a PDF of the traffic study to the COUNTY. Upon receipt of any comments, the CONSULTANT will revise the study accordingly and submit a PDF and two (2) final copies to the COUNTY for submittal to the DEPARTMENT for review. The CONSULTANT will revise the study as necessary per DEPARTMENT comments for final approval. After approval of the recommended improvements, the CONSULTANT will proceed with the development of preliminary roadway plans.

Traffic Signal Warrant Analysis will not be performed under this scope of work; however, recommended intersections, if applicable, for traffic signal warrant studies will be indicated in the report.

The CONSULTANT will notify the COUNTY’s designated Project Manager prior to performing any work on site.

## **Task 4**

### **AERIAL MAPPING / FIELD SURVEY**

**Aerial Photography and Aerial LiDAR Mapping**– The CONSULTANT will conduct Aerial Photography and Aerial LiDAR Mapping services to SCDOT standards for use during the preparation of the concept report, design and roadway plan development. Mapping will be conducted to the contour accuracy of 0.5 foot (one-foot contour interval) and prepared for use in

plans developed to a horizontal scale of 1" = 20'. The vertical and horizontal accuracy will be equal to or better than 0.05-ft RMS on hard surfaces and equal to or better than 0.5-ft on non-paved surfaces. Aerial mapping deliverables shall include a 2D planimetric file, 3D digital terrain model (DTM) file, in SCDOT Standard Symbology, and orthophotography (TIF, or other geospatial digital file format).

Field annotation of aerial topography will be performed by the CONSULTANT.

Mapping limits are shown in the attached Exhibit 1.

***Field Survey*** – The CONSULTANT shall conduct necessary field surveys for the proper development / control of aerial LiDAR mapping services. Field survey services for the preparation of aerial LiDAR mapping shall include the placement of aerial panels at pre-determined and coordinated locations within the project area. Panels shall be either V-shaped (2-foot legs with 1 foot width) or X-shaped (1 foot legs on each side with 1 foot width). Field survey of the panels will be performed utilizing the South Carolina VRS Network to establish horizontal coordinates referenced to the South Carolina State Plane Coordinate System (NAD 83/2011) for each panel point. Elevations referenced to the NAVD 88 Vertical Datum will be established for each panel by performing differential level loops to the accuracy necessary for LiDAR mapping accuracy.. An ASCII or .txt file shall be provided containing the horizontal coordinates and vertical elevations of each panel point.

Additionally, the CONSULTANT will obtain two (2) field surveyed cross sections upstream (one (1) at the face of existing drainage structures and one (1) at the existing rights-of-way) and one (1) downstream at the face of the existing drainage structures for use in the development of the preliminary hydraulic models necessary to perform a preliminary hydraulic study of the FEMA Special Flood Hazard Area along Spears Creek Church Road. Detailed hydraulic models and studies of the FEMA Special Flood Hazard area will be completed in subsequent phases of work for this project - see Task 8.

The intent is to utilize the Aerial LiDAR mapping conducted in this stage of work for future design services, specifically, pavement surveys. Control, LiDAR mapping checks, supplemental surveys, obscured areas, drainage / outfall surveys, property monumentation, etc to be conducted upon further development of this project.

**Assumptions:**

1. The COUNTY will advertise the Eminent Domain notification prior to the CONSULTANT conducting the field work.

**Task 5**

## CONCEPT REPORT

**Documentation of Existing Conditions and Identification of Deficiencies** – Aerial LiDAR mapping and photography (as conducted under this scope of work) of the proposed project area will be utilized for all design and plan development under this scope of work. The CONSULTANT will review the project corridor through the use of existing roadway plans, aerial photography & LiDAR mapping, site visits, and other available desktop-level data / information (ie; County GIS data, wetland inventory, cultural resources, etc) to determine existing and proposed land-use of properties within corridor, roadway data inventory (for existing intersecting roadways within corridor) to include lane widths, intersection configurations, types of accesses provided, natural drainage patterns, opinion of pavement conditions upon visual observation, observation of utilities, and potential impacts to the surrounding community. At the same time, any deficiencies that exist throughout the project such as sight distance problems at intersections or inadequate horizontal or vertical clearances, areas of insufficient shoulders, and areas where the existing pavement structure has deteriorated will be identified. Photography and videotaping may be used to document these conditions; copies of which to be submitted to COUNTY

**Develop Design Criteria** – The CONSULTANT will prepare the project Design Criteria in accordance with the following;

- *SCDOT Roadway Design Manual (2017 Edition);*
- *Applicable Instructional Bulletins, Preconstruction Advisory Memos and Preconstruction Design Memos;*
- *Road Design Plan Preparation Guide-2000;*
- *Standard Drawings for Road Construction (latest revisions per Notice to Proceed of this work);*
- *All applicable American Association of State Highway Transportation Officials (AASHTO) publications.*

Any exceptions and/or deviations from established design guides and standards will be identified. The CONSULTANT will notify the COUNTY of any exceptions and/or deviations from the Design Criteria as soon as identified. The COUNTY will coordinate the Design Criteria with the DEPARTMENT for final approval. Development of a formal Design Exception is not included as part of this contract.

**Typical Section, Alternate Alignment and Intersection Studies** – Existing features of the project will be considered during development of the roadway typical sections and alignment studies. Environmental constraints, railroads, utilities, businesses, and residences will be considered in the development of the typical sections and proposed alignments.

**Project Concept Report** – The CONSULTANT will prepare a Project Concept Report for COUNTY approval. The report shall include, but not limited to the following:

- Project overview;
- Existing conditions;

- Environmental constraints / design and coordination issues (includes utilities and railroads); COUNTY to provide documentation of utilities within corridor (SC 811) prior to alignment studies and typical section production.
- Project layout based on aerial LiDAR mapping and aerial photography;
- Approved design criteria;
- Typical section; (assume two)
  - Typical No. 1: On-street bike lanes with sidewalk behind curb
  - Typical No. 2: Shared-Use Pathways
- Alignment studies; (assume left, right and center alignments)
- Impact comparisons (rights-of-way, utilities, environmental, traffic, costs, etc)
- Conceptual bridge data;
- Project schedule and cost estimates (to include any existing COUNTY estimates), and;
- Recommendations for design and potential design refinements / enhancements.

The COUNTY will provide to the CONSULTANT a template, in Word format, of previously prepared concept report(s).

## **Task 6**

### **PRELIMINARY ROADWAY DESIGN**

***Preliminary Roadway Plans*** – Following Project Concept Report approval, Traffic Study recommendations, and discussions with COUNTY regarding the recommended design approach, the CONSULTANT will prepare Preliminary Roadway Plans. The plans will be developed to the level of detail of approximately 30% Complete Construction Plans. The Preliminary Roadway Plans for the project will be prepared at a scale of 1"=20' scale to illustrate pertinent information associated with roadway design. The plans will be sufficiently developed to illustrate the construction limits and right-of-way requirements of the entire project. The plans will incorporate information obtained during data collection / site visits and any utility information discovered during coordination with utility owners (COUNTY to conduct), and the design will be adjusted where possible to minimize impacts. Additionally, the design will be adjusted to minimize impacts to developed properties and wetlands. Preliminary Plans will include plan, profile and cross-sections of the recommended design, to include (at a minimum) the following;

- Typical Sections
- Horizontal / vertical alignments (mainline and relocated side roads only)
- Plan Layout (lane widths, radii, directional arrows, storage, tapers, etc)
- Review of sight distance considerations
- Review of non-standard driveway grades and tie-ins
- Limits of existing rights-of-way, easements and adjacent properties
- Property lines and parcel numbers (from County GIS data)
- Anticipated location, type and size of necessary drainage culverts, major cross-lines, outfall improvements, retaining walls, and other miscellaneous roadway structures and proposed bridge

- Cross-sections at 100 foot intervals on tangents and 50-foot intervals in curves (mainline and relocated side roads only)
- Construction limits
- Proposed rights-of-way and easements
- Labeling (type, size and location) of existing, major utility features

It is assumed that the mainline Spears Creek Church Road alignment may be a combination of left and right alignment shifts in order to accommodate the necessary typical section with reduced impacts. It is assumed that such alignment will be reflected in the preliminary plans.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will submit the plans to the COUNTY for review and comment. The CONSULTANT will be responsible for addressing comments and resubmitting revised Preliminary Roadway Plans. The COUNTY will provide the Preliminary Roadway Plans to the DEPARTMENT for review and comment following receipt of revisions.. It is assumed the DEPARTMENT will provide a matrix of comments with their review. The CONSULTANT will be responsible for providing appropriate comment responses; however, no plan changes or plan resubmittals to the DEPARTMENT are assumed at this stage.

A cost estimate will be prepared by the CONSULTANT and submitted along with the Preliminary Roadway Plans for use by the COUNTY. The COUNTY will use this cost estimate in order to determine whether or not the scope of the project needs to be reduced or expanded due to budgetary constraints.

Upon completion of the Preliminary Roadway Plans, the CONSULTANT will provide the COUNTY with two (2) half-sized, hard copy sets of plans along with a PDF (half-size and full size). The CONSULTANT at this time will also provide the COUNTY with preliminary new rights-of-way areas for use in developing an estimated right-of-way cost.

## **Task 7**

### **CONCEPTUAL STRUCTURE DESIGN**

This task includes the analysis for a potential new structure installation along Spears Creek Church Road at the Spears Creek crossing and associated roadway widening. Existing conditions at this crossing are dual 60-inch, reinforced concrete pipes placed after the 2015 flood event which demolished the roadway south of the existing dual 6'x6' reinforced concrete box culvert. No more than three (3) different structural concepts will be evaluated for inclusion in the Concept Report. The plans for this Task will include a conceptual plan and profile sheet and typical section sheet including construction staging anticipated.

**Design Criteria** – Structure design criteria will be developed in accordance with the following DEPARTMENT and AASHTO (as noted) publications;

- *Bridge Design Manual, 2006;*
- *Road Design Plan Preparation Guide, 2000;*

- *SCDOT Roadway Design Manual, 2017 Edition;*
- *Standard Drawings for Road Construction;*
- *Standard Specifications for Highway Construction, 2007;*
- *Bridge Design Memoranda; and,*
- *All applicable American Association of State Highway and Transportation Officials (AASHTO) publications.*

The following design and construction specifications will be used in the design and preparation of preliminary bridge plans:

- *Bridge Design Manual, 2006;*
- *Standard Specifications for Highway Construction, 2007;*
- *AASHTO's LRFD Bridge Design Specifications, 6th edition (2012) and the latest Interim Specifications in place at the time of contract execution;*
- *AASHTO's LRFD Bridge Construction Specifications, 3<sup>rd</sup> edition (2010) and the latest Interim Specifications in place at the time of contract execution;*
- *Geotechnical Design Manual, v. 1.1, 2010;*
- *Seismic Design Specifications for Highway Bridges, v. 2, 2008;*
- *Supplemental and Technical Supplemental Specifications as already prepared by the DEPARTMENT for bridge design and/or construction.*
- *Bridge design memoranda issued by the DEPARTMENT dated April 2006 or later.*
- *The latest edition of the ANSI/AASHTO/AWS D1.5-2002 Bridge Welding Code, with additions and revisions as stated in the special provisions.*
- *AASHTO "Guide Specifications" as may be applicable to the project.*

For any proposed bridges, they are to be assumed to have an Operational Classification = II and is in Seismic Design Category "A."

**Conceptual Plans** – The CONSULTANT will evaluate alternate layouts based on the parameters of the horizontal and vertical design(s) and submit a drawing showing the preferred layout and any alternates considered. Concurrence from the DEPARTMENT on the preferred alternate is necessary prior to development of preliminary plans in subsequent phases of this project. Conceptual design for bridge components will be performed to the extent necessary for verification of structure type, determination of approximate component sizes and feasibility of recommended foundations.

The CONSULTANT shall prepare a conceptual cost estimate based on the conceptual structure design to be included with the preliminary roadway estimate.

## Task 8

### **PRELIMINARY STORMWATER MANAGEMENT/HYDRAULIC DESIGN**

The CONSULTANT will perform preliminary roadway drainage design, stormwater management, and hydraulic design consistent with the level of completion for the roadway design of the project.



The roadway drainage and hydraulic design will be based on the information obtained in the associated services in this scope of work. The following subtasks will be performed as part of this task:

**Drainage Field Review / Data Acquisition** – The CONSULTANT will perform a detailed review of the project site. The purpose of the field review is to evaluate the existing drainage conditions and document potential design issues for the project. The following items shall be documented during the field review:

- Jurisdictional Stream / FEMA Special Flood Hazard Areas and Crossings
- Existing conditions at major cross-lines (major cross-lines are designated as cross-line structures including and larger than 48" pipe); CONSULTANT to verify existence;
- Outfall conditions and potential drainage concerns for areas adjacent to the roadway;
- Adjacent Stormwater Basins which may be impacted by the project;
- Determine sizes of existing and proposed box culverts and cross-line pipes at and above 48" in diameter;
- Existing / potential erosion control issues along the project.

The CONSULTANT shall obtain all available effective FEMA data for FEMA floodplain crossings, water quality data, and any stormwater as-built data available for adjacent developments. The water quality data shall include any stream impairments at downstream outfalls.

**Drainage Design Criteria** – The CONSULTANT shall prepare a summary of the roadway drainage, stormwater management, and hydraulic analysis design criteria. The design criteria will be based on the SCDOT's *Requirements for Hydraulic Design Studies* (2009) as a minimum. The CONSULTANT will review Richland County Design Standard and prepare recommendations for any conflicts in the design criteria. The drainage design criteria shall address the requirements for stream impairments downstream of the project.

**Major Cross-Line Studies** – In the course of the field review, the CONSULTANT shall identify all existing cross-lines and to determine the existence of any major cross-lines (structures including and larger than 48" pipe). It is assumed for this scope of services that one major cross-line exist within the project limits, along Spears Creek. Should additional major cross-line be identified, a contract modification will be negotiated for additional hydraulic studies as stated below.

The CONSULTANT shall perform a hydrologic and hydraulic study for each major cross-line drainage structure along the project. The study will include a watershed study to determine the design flows at the structure and hydraulic analysis of the cross-line in accordance with SCDOT design standards. The CONSULTANT will estimate cross-line inverts and channel topography based on field reviews. The evaluation of the cross-line should be based on the preliminary roadway design. Based on the evaluation, the CONSULTANT will provide recommendations for retaining, replacing, or other roadway drainage alternatives for each cross-line structure.

The design storm for each cross-line shall be based on the design criteria identified as part of this task. The design storm shall be based on the SCDOT's *Requirements for Hydraulic Design Studies*.

All major cross-lines will be identified and shown on the preliminary roadway plans.

***Outfall Studies*** – The CONSULTANT shall perform a preliminary pre-construction versus post-construction analysis at each outfall. The pre-construction versus post-construction analysis shall be based on the preliminary roadway design. The outfall analysis shall address the potential increase in flows from the project and include any recommendations (if needed) for stormwater best management practices to address water quantity or quality. Best management practices which should be considered include stormwater basins, outfall improvements, water quality devices, etc. A preliminary design for the best management practice shall be performed to approximate the area of impact to adjacent property. Examples include a preliminary size for stormwater basins, length of outfall improvements, and size / type for water quality devices.

The preliminary plans shall be used by the CONSULTANT to show cross-line extensions, replacements, etc. Any potential outfall improvements or best management practices should also be shown on the preliminary plans.

The CONSULTANT will be responsible for preparing a Drainage Summary Report to include the calculations performed as part of this scope of services, recommended improvements for cross-lines and outfalls, and recommendations for FEMA floodplain and Jurisdictional Stream crossings. The Drainage Summary Report shall include a narrative description of the drainage conditions along the project and a summary of any potential roadway drainage issues along the project.

Detailed ditch design and closed storm system design is not included in this scope of work. The CONSULTANT will be required to approximate roadway drainage areas for each outfall based on the preliminary roadway plans; however no interior drainage system design is required for this phase of the project. Field surveys of drainage structures / cross-lines will not be performed as part of this phase of the project.

Sediment and erosion control design is not required for this phase of the project. As part of the field reviews, the CONSULTANT shall identify any areas which are highly susceptible to erosion or sedimentation issues. These areas should be identified in the field review and summarized in the drainage report. These areas may require additional erosion and sediment control above the normally accepted methods for roadway improvement projects. Example areas include existing ponds located downstream of the project, areas of large cut and fill, etc.

***Preliminary Hydraulic Analysis*** – The proposed improvements along Spears Creek Church Road will likely impact the FEMA-defined Special Flood Hazard Area associated with the Spears Creek crossing and associated floodway. The project will include a preliminary hydraulic study to evaluate the existing and/or proposed hydraulic structures.

The existing hydraulic structure under Spears Creek Church Road along Spears Creek consists of dual 60-inch, reinforced concrete pipes which were added to the south of the existing dual 6'x6' reinforced concrete box culvert in the area demolished during the 2015 flood event which also

breached the Walden Pond dam. The stream crossing within the project corridor is designated Zone AE Special Flood Hazard Area. The CONSULTANT will obtain and verify all existing hydraulic data and utilize available, existing models, as the basis of the studies, where applicable. The existing models will be updated to reflect the limited additional field survey data of the project area obtained for this phase of work. The existing hydraulic model (or developed model from survey) will be utilized to evaluate the potential impacts of extending the pipes and/or culvert conveying Spears Creek. If necessary, the hydraulic models will be utilized to evaluate potential replacement structures as well. The proposed conditions models will be developed based on the proposed design to analyze the potential impacts of the project. The analysis of the existing hydraulic data will include a review of the watershed and FEMA calculated design flows to ensure their accuracy with existing conditions.

The preliminary hydraulic studies will be based on DEPARTMENT requirements and will include an evaluation of the impacts from the proposed construction.

**Assumptions:**

1. If needed, the CONSULTANT will utilize geotechnical data from reports developed for the nearby Clemson Road widening project to develop input to the preliminary hydraulics study.
2. CONSULTANT to obtain FEMA model data and COUNTY will provide available LiDAR data.
3. A Conditional Letter of Map Revision (CLOMR) or a No-Impact Certification will be completed as part of a future work order as required.
4. The CONSULTANT will complete more detailed hydraulic studies and the hydraulic study documentation as required by the United States Army Corps of Engineers as part of the environmental permit as part of a future work order as required.

## Services Not Provided

Services not provided by the CONSULTANT include, but are not limited to, the following:

- Lighting and Electrical plans
- Landscaping and irrigation plans
- Pavement coring or pavement design
- Environmental Assessment Documentation
- Falling Weight Deflectometer (FWD) testing
- Video Pipe Inspection
- The CONSULTANT shall not be the “responsible engineer” referenced IN 2009-04 who evaluates the structural condition and performs the preliminary inspection of existing pipes and culverts to determine if they can be retained. The DEPARTMENT shall determine if existing pipes and culverts are to be retained due to structural conditions. The CONSULTANT will indicate the retention/extension of all existing pipes/culverts which meet the hydraulic requirements unless otherwise directed by the DEPARTMENT
- Sight-specific Response Analysis study
- Utility relocation design and plans
- Utility coordination
- Right-of-way acquisition, exhibits, negotiations, or appraisals
- Right-of-way or construction phase design services and plans
- Administering or advertising the bid process
- Fabricating or erecting signs for public meetings
- Alternate designs for bidding
- Construction Engineering and Inspection (CEI)
- Location of water and sewer utility services for each utility customer in the project area.
- All other services not specifically included in this scope of work
- Construction Phase Services (proposed contract modification for these services)

## Services of the COUNTY

The COUNTY agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

- Access to and use of all reports, data and information in possession of the COUNTY which may prove pertinent to the work set forth herein.
- Existing Policies and Procedures of the COUNTY with reference to geometrics, standards, specifications and methods pertaining to all phases of the CONSULTANT's work.
- Eminent Domain advertisement notice.
- Coordinate, advertise, fabricate and erect signs, and approve location for Public Meeting.
- Provide Security guard for the public information meeting.
- Existing roadway plans.
- Provide existing signalized intersection coordination timing(s), existing interconnect plan, and location of master, if applicable.
- Provide Existing utility data provided by Utility Owners within the project area
- Final moving, demolition and reset items list. An initial list will be provided by the CONSULTANT.
- Contract documents (project-specific special provisions to be supplied by CONSULTANT)
- Right-of-Way acquisition.
- As-built roadway plans.
- Construction Engineering and Inspection (CEI)
- Phase 1 Environmental Site Assessment
- Approved pavement design

## **Project Deliverables**

The CONSULTANT will provide to the COUNTY the deliverable items shown below within the time allotted for each phase of work. Delivery may not be in the order shown.

- Meeting Agendas and Meeting Minutes
- Photography / Video (project documentation)
- Roadway and Bridge Design Criteria
- Project Concept Report
- Project Traffic Analysis / Study
- Public Information Meeting materials (as detailed in scope of work)
- Preliminary Roadway Plans
- Bridge Concept Layout(s)
- Conceptual Structure Plans
- Drainage Summary Report
- Preliminary Plans construction cost estimate
- Documentation of areas of new rights-of-way (per parcel)
- CADD files

## Schedule

Below is a summary of significant milestones and anticipated submittal timeframes:

<b>Project Concept Report</b> .....	4	months from NTP
<b>Public Information Meeting</b> .....	5	months from NTP
<b>Preliminary Roadway &amp; Bridge Plans</b> .....	7	months from NTP
<i>assume COUNTY review (1 month)</i> .....	8	months from NTP
<b>Preliminary Roadway &amp; Bridge Plans (revised) **</b> .....	9	months from NTP
<i>assume SCDOT review (25 business days)</i> .....	10	months from NTP

The submittal dates include time for COUNTY/DEPARTMENT review as noted. Per the Intergovernmental Agreement between the COUNTY and the DEPARTMENT, the DEPARTMENT has 25 business days for their review.

**\*\* - Theoretical completion date of services under this scope of work.**

Exhibit 1: Aerial Photography & Aerial Mapping Limits

# Exhibit 1 - Aerial Photography and Aerial Mapping Limits

**Legend**  
Survey Limits







	Directs	
Neel-Schaffer	Task 8	\$454.50 <i>mileage, FEMA data fee</i>
AECOM	Task 2	\$1,337.50 <i>mileage, printing</i>
AECOM	Task 3	\$2,665.50 <i>mileage, traffic counts, printing</i>
GPI	Task 4	\$635.00 <i>mileage, per diem, lodging</i>
CSS	Task 4	\$1,925.00 <i>traffic control</i>

**Total Directs      \$7,017.50**

**COST ESTIMATION SPREADSHEET**

9/10/2018



**TRANSPORTATION PROGRAM**

**PROJECT**

Sunset Drive Sidewalk Improvements  
Length of Project = 0.67 miles

**SIDEWALK**

DESCRIPTION	QUANTITY	UNIT	COST PER UNIT		COST
			\$ / UNIT		
MOBILIZATION	1	LS	\$	15,000.00	\$ 15,000.00
BONDS AND INSURANCE	NEC	NEC	\$	3,500.00	\$ 3,500.00
CONST. STAKES, LINES AND GRADES	1	EA	\$	4,000.00	\$ 4,000.00
TRAFFIC CONTROL	1	LS	\$	12,000.00	\$ 12,000.00
AS-BUILT CONSTRUCTION PLANS	NEC	LS	\$	8,000.00	\$ 8,000.00
CLEARING & GRUBBING WITHIN THE RIGHT OF WAY	NEC	LS	\$	5,000.00	\$ 5,000.00
REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	646	SY	\$	22.00	\$ 14,212.00
UNCLASSIFIED EXCAVATION	3,542	CY	\$	22.00	\$ 77,924.00
FINE GRADING	3,500	SY	\$	6.00	\$ 21,000.00
BORROW EXCAVATION	2,262	CY	\$	24.00	\$ 54,288.00
FLOWABLE FILL	100	CY	\$	200.00	\$ 20,000.00
MAINTENANCE STONE	100	TON	\$	65.00	\$ 6,500.00
HOT MIX ASPHALT BASE COURSE -TYPE B	33	TON	\$	150.00	\$ 4,950.00
LIQUID ASPHALT BINDER PG64-22	3	TON	\$	650.00	\$ 1,950.00
HOT MIX ASPHALT SURFACE COURSE TYPE C	13	TON	\$	180.00	\$ 2,340.00
8" WHITE SOLID LINES (CROSSWALK) THERMOPLASTIC - 125 MIL.	595	LF	\$	5.00	\$ 2,975.00
24" WHITE SOLID LINES (STOP/DIAG LINES)- THERMO. -125 MIL	99	LF	\$	20.00	\$ 1,980.00
CLEANING EXISTING PIPE	100	LF	\$	25.00	\$ 2,500.00
18" SMOOTH WALL PIPE	923	LF	\$	60.00	\$ 55,380.00
CATCH BASIN-TYPE 1	1	EA	\$	5,000.00	\$ 5,000.00
CATCH BASIN - TYPE 16	4	EA	\$	4,000.00	\$ 16,000.00
CATCH BASIN - TYPE 17	2	EA	\$	6,600.00	\$ 13,200.00
CATCH BASIN - TYPE 18	1	EA	\$	7,200.00	\$ 7,200.00
24" X 30" JUNCTION BOX	3	EA	\$	4,500.00	\$ 13,500.00
CONC. CURB & Gutter (2'-0")	2,575	LF	\$	65.00	\$ 167,375.00
CONCRETE SIDEWALK (4" UNIFORM)	1,805	SY	\$	68.00	\$ 122,740.00
DETECTABLE WARNING MATERIAL	125	LF	\$	50.00	\$ 6,250.00
PEDESTRIAN RAMP CONSTRUCTION	54	SY	\$	150.00	\$ 8,100.00
SEEDING (UNMULCHED)	2	MSY	\$	1,000.00	\$ 2,000.00
SILT FENCE	2,924	LF	\$	4.00	\$ 11,696.00
INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 16)	4	EA	\$	250.00	\$ 1,000.00
INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 18)	1	EA	\$	250.00	\$ 250.00
CAST-IN-PLACE RETAINING WALL	1,710	SF	\$	115.00	\$ 196,650.00
TEMPORARY SHORING DURING CONSTRUCTION	226	LF	\$	1,500.00	\$ 339,000.00
W-BEAM GUARDRAIL	267	LF	\$	26.00	\$ 6,942.00
GUARDRAIL END TREATMENTS	4	EA	\$	400.00	\$ 1,600.00
<b>SIDEWALK-Total:</b>					<b>\$ 1,232,002.00</b>

**MISCELLANEOUS**

<b>RIGHT-OF-WAY COST</b>	<b>\$ 27,572.00</b>
<b>UTILITY RELOCATION COST (FROM PDT)</b>	<b>\$ 400,000.00</b>
<b>RETAINING WALL CONTINGENCY (15%)</b>	<b>\$ 29,497.50</b>

TOTAL SUB-TOTAL \$ 1,659,574.00

% CONTINGENCY \$ -

**TOTAL ESTIMATED COST \$ 1,659,574.00**

## COST ESTIMATION SPREADSHEET

9/10/2018



### TRANSPORTATION PROGRAM

**PROJECT**

Sunset Drive Sidewalk Improvements  
 Length of Project = 0.4217 miles

#### SIDEWALK

DESCRIPTION	QUANTITY	UNIT	COST PER UNIT		COST
			\$ / UNIT		
MOBILIZATION	1	LS	\$ 24,220.95	\$	24,220.95
BONDS AND INSURANCE	NEC	NEC	\$ 7,266.29	\$	7,266.29
CONST. STAKES, LINES AND GRADES	1	EA	\$ 10,000.00	\$	10,000.00
TRAFFIC CONTROL	1	LS	\$ 57,280.00	\$	57,280.00
AS-BUILT CONSTRUCTION PLANS	NEC	LS	\$ 6,000.00	\$	6,000.00
CLEARING & GRUBBING WITHIN THE RIGHT OF WAY	NEC	LS	\$ 10,000.00	\$	10,000.00
REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	355	SY	\$ 22.00	\$	7,802.67
UNCLASSIFIED EXCAVATION	3,042	CY	\$ 22.00	\$	66,924.00
BORROW EXCAVATION	2,162	CY	\$ 30.00	\$	64,860.00
FLOWABLE FILL	100	CY	\$ 200.00	\$	20,000.00
MAINTENANCE STONE	100	TON	\$ 65.00	\$	6,500.00
HOT MIX ASPHALT BASE COURSE -TYPE B	33	TON	\$ 150.00	\$	4,950.00
LIQUID ASPHALT BINDER PG64-22	3	TON	\$ 650.00	\$	1,950.00
HOT MIX ASPHALT SURFACE COURSE TYPE C	13	TON	\$ 180.00	\$	2,340.00
8" WHITE SOLID LINES (CROSSWALK) THERMOPLASTIC - 125 MIL.	595	LF	\$ 5.00	\$	2,975.00
24" WHITE SOLID LINES (STOP/DIAG LINES)- THERMO. -125 MIL	99	LF	\$ 20.00	\$	1,980.00
CLEANING EXISTING PIPE	100	LF	\$ 25.00	\$	2,500.00
18" SMOOTH WALL PIPE	497	LF	\$ 60.00	\$	29,820.00
CATCH BASIN-TYPE 1		EA	\$ 5,000.00	\$	-
CATCH BASIN - TYPE 16	3	EA	\$ 4,000.00	\$	12,000.00
CATCH BASIN - TYPE 17	1	EA	\$ 6,600.00	\$	6,600.00
CATCH BASIN - TYPE 18		EA	\$ 7,200.00	\$	-
24" X 30" JUNCTION BOX	3	EA	\$ 4,500.00	\$	13,500.00
CONC. CURB & Gutter (2'-0")	1,264	LF	\$ 30.00	\$	37,920.00
CONCRETE SIDEWALK (4" UNIFORM)	1,110	SY	\$ 60.00	\$	66,600.00
DETECTABLE WARNING MATERIAL	95	LF	\$ 50.00	\$	4,750.00
PEDESTRIAN RAMP CONSTRUCTION	43	SY	\$ 150.00	\$	6,480.00
SEEDING (UNMULCHED)	2	MSY	\$ 1,000.00	\$	2,000.00
SILT FENCE	1,613	LF	\$ 4.00	\$	6,452.00
INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 16)	3	EA	\$ 250.00	\$	750.00
INLET STRUCTURE FILTER - TYPE E (CATCH BASIN TYPE 18)		EA	\$ 250.00	\$	-
PERMANENT SHEET PILING		SF	\$ 71.50	\$	-
W-BEAM GUARDRAIL		LF	\$ 26.00	\$	-
GUARDRAIL END TREATMENTS		EA	\$ 700.00	\$	-
<b>SIDEWALK-Total:</b>			<b>\$</b>		<b>484,420.90</b>

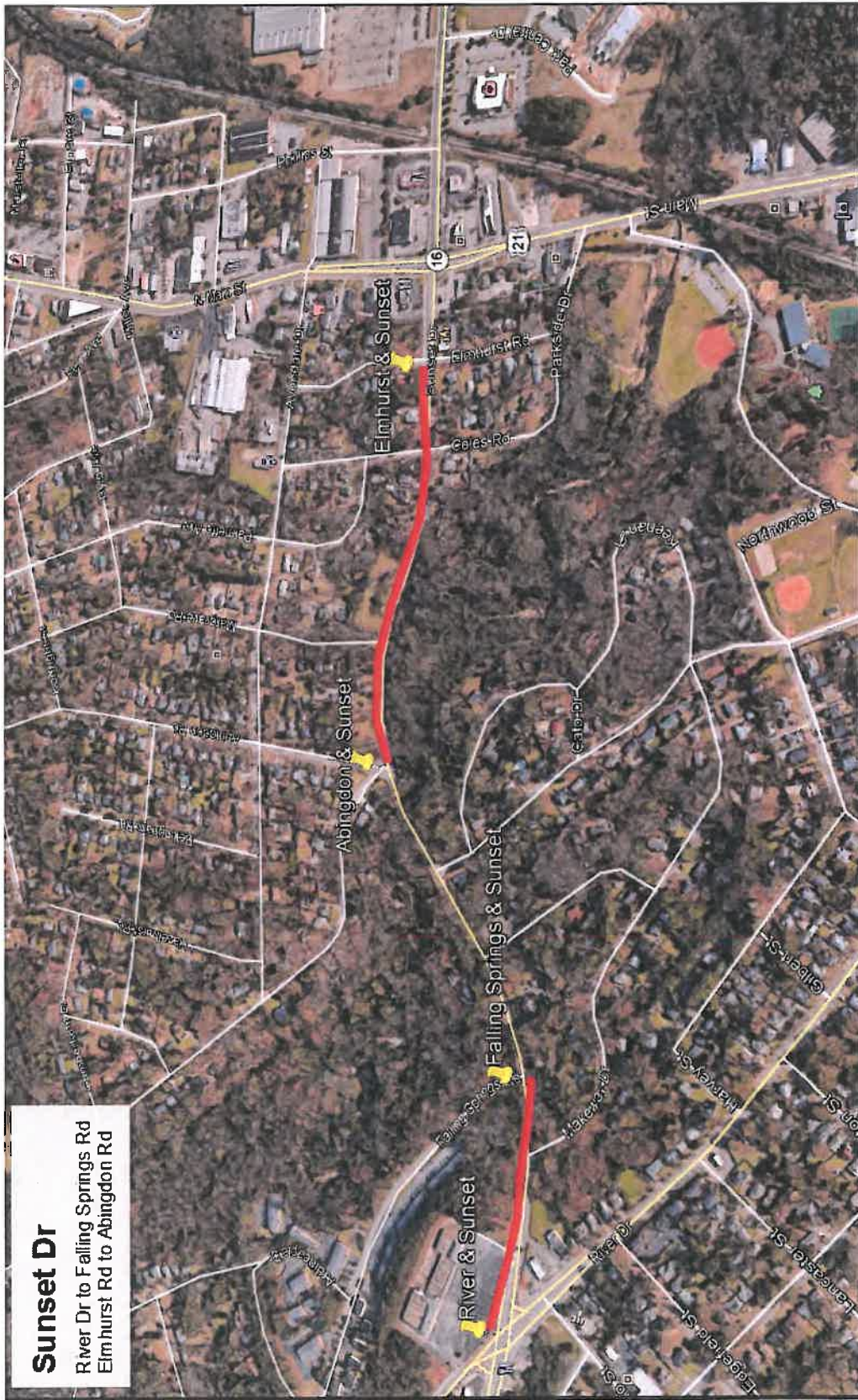
#### MISCELLANEOUS

RIGHT-OF-WAY COST (PDT ESTIMATE)	\$	75,400.00
UTILITY RELOCATION COST (FROM PDT)	\$	60,000.00
RETAINING WALL CONTINGENCY (15%)	\$	-

TOTAL SUB-TOTAL    \$    619,820.90

% CONTINGENCY        \$                    -

**TOTAL ESTIMATED COST**    \$    619,820.90



**Sunset Dr**  
River Dr to Falling Springs Rd  
Elmhurst Rd to Abingdon Rd

**RICHLAND COUNTY GOVERNMENT  
DEPARTMENT OF TRANSPORTATION**

2000 Hampton Street, Suite 3014, Columbia, SC 29204  
T 803-576-2050 | F 803-576-2137 | TDD 803-576-2045  
richlandcountysc.gov



To: Transportation Ad Hoc Committee Members

From: Richland County Transportation Department

Date: September 21, 2018

Subject: Cost Estimate

The construction cost for adding a sidewalk adjacent to the existing curb is \$130 per linear foot. Adding sidewalk along Rhame Road from Summit Center Drive to Clemson Road would cost approximately (1,150' times \$130) \$150,00. Adding sidewalk along Summit Center Drive from Rhame Road to Summit Parkway would cost approximately (850' times \$130) \$111,000.



From: JOHN THOMPSON  
Sent: Monday, August 6, 2018 3:29 PM  
To: Jim Manning <[Manning.Jim@richlandcountysc.gov](mailto:Manning.Jim@richlandcountysc.gov)>; [tmueller@sc.rr.com](mailto:tmueller@sc.rr.com)  
Cc: Calvin Jackson <[Jackson.Calvin@richlandcountysc.gov](mailto:Jackson.Calvin@richlandcountysc.gov)>; SANDRA YUDICE <[YUDICE.SANDRA@richlandcountysc.gov](mailto:YUDICE.SANDRA@richlandcountysc.gov)>; Brandon Madden <[Madden.Brandon@richlandcountysc.gov](mailto:Madden.Brandon@richlandcountysc.gov)>  
Subject: RE: Rhame Road Sidewalks

Good afternoon, Terry Mueller,

This message is a follow-up to your e-mail regarding the extension of sidewalks on Westridge Road to Clemson Road and the installation of sidewalks on Rhame Road and Summit Center Drive. Based on the planning and budgeting under the Richland County Transportation Penny Program, there are no sidewalks planned for development in the three identified areas. However, I will share your concern with the County's Transportation Ad Hoc Committee.

Please let me know if you have any questions.

Best,

John M. Thompson, Ph.D., MBA, CPM  
Director of Transportation  
Transportation Penny Department  
803-766-5003  
[thompson.john@richlandcountysc.gov](mailto:thompson.john@richlandcountysc.gov)

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential, proprietary, and/or privileged information protected by law. If you are not the intended recipient, you may not read, use, copy, or distribute this e-mail message or its attachments. If you believe you have received this e-mail message in error, please contact the sender by reply e-mail or telephone immediately, and destroy all copies of the original message.

-----Original Message-----

From: Jim Manning  
Sent: Saturday, August 4, 2018 3:38 PM  
To: [tmueller@sc.rr.com](mailto:tmueller@sc.rr.com)  
Cc: Calvin Jackson <[Jackson.Calvin@richlandcountysc.gov](mailto:Jackson.Calvin@richlandcountysc.gov)>; JOHN THOMPSON <[THOMPSON.JOHN@richlandcountysc.gov](mailto:THOMPSON.JOHN@richlandcountysc.gov)>  
Subject: Re: Rhame Road Sidewalks

Transportation Director Thompson,

Please note the email below sent to me regarding an area in Councilman Jackson's area. Thanks.

Jim Manning, Councilman  
Richland County District 8

> On Aug 4, 2018, at 2:15 PM, "[tmueller@sc.rr.com](mailto:tmueller@sc.rr.com)" <[tmueller@sc.rr.com](mailto:tmueller@sc.rr.com)> wrote:

>

> Dear Mr. Manning:

>

> My name is Terry Mueller and I live on Summit Townes Way in the Summit. I work for a local municipality and I work closely with the building and planning department. Everyday I drive down Rhame Road to Clemson Road and I especially notice in the morning that children from the subdivisions along Rhame Road have to walk on the grass to get to the local schools. A number people walk or jog from the Sandhills Mall area. Sidewalks were installed along Westridge Road to the school a couple of year ago but the sidewalks were never extended to Clemson Road. When Rhame Road was widen, no sidewalks were installed. I think this is safety hazard not just for the kids but for everyone that walks along Rhame Road. Sidewalks should also be installed along Summit Center Drive. I think with the penny tax funds and grant money, I think sidewalks could be easily be installed. I appreciate if you look into the matter.

>

> Sincerely,

> Terry J Mueller





## Program Status Report

District: All  
 Type: All  
 Status: All

Number	Project Name	Project Limits		District(s)	* Status
		From	To		
<b>Widening</b>					
271	Atlas Rd Widening	Bluff Rd	Garners Ferry Rd	10, 11	Right-of-Way Phase
425	Bluff Rd Widening Phase 1	Rosewood Fairgrounds	George Rogers Boulevard	10	Construction Complete
272	Bluff Road Phase 2 Improvements	National Guard Rd/Berea Rd	South Bellline Blvd	10	Design Phase
273	Blythewood Rd Widening	Syrup Mill Rd	I-77	02	Right-of-Way Phase
274	Blythewood Road Area Improvements	Fulmer Road	Main Street	02	Design Phase
275	Broad River Rd Widening	Royal Tower Rd	Dutch Fork Rd	01	Design Phase
276	Clemson Rd Widening	Old Clemson Rd	Chimneyridge Drive	09, 10	Procurement Phase
277	Hardscrabble Rd Widening	Farrow Road	Kelly Mill Road	02, 07, 08, 09	Construction Phase
278	Leesburg Road Widening	Fairmont Rd	Lower Richland Blvd	10, 11	Right-of-Way Phase
279	Lower Richland Blvd Widening	Rabbit Run Rd	Garners Ferry Rd	11	Design Phase
280	North Main Street (Phases IA2 & III; II & IV) Widening	Anthony Avenue	Fuller Avenue	04	Construction Phase
281	Pineview Rd Improvements	Bluff Rd	Garners Ferry Rd	10, 11	Design Phase
282	Polo Rd Widening	Mallet Hill Rd	Two Notch Rd	08, 09, 10	Design Phase
283	Shop Rd Widening	George Rogers Blvd	South Bellline Blvd	10	Design Phase
284	Spears Creek Church Rd Widening	Two Notch Rd	Percival Rd	09, 10	Not Started
<b>Intersection</b>					
292	Broad River Rd. and Rushmore Rd. Intersection	Broad River Rd.	Rushmore Rd.	02	Construction Complete
293	Bull St. and Elmwood Ave. Intersection	Bull St.	Elmwood Ave.	04	Right-of-Way Phase
294	Clemson Rd. and Rhame Rd./North Springs Rd. Intersection	Clemson Rd.	Rhame Rd./North Springs Rd.	08, 09	Construction Complete
295	Clemson Rd. and Sparkleberry Ln. (to Mallet Hill Rd.) Intersection	Clemson Rd.	Sparkleberry Ln. (to Mallet Hill	09, 10	Right-of-Way Phase
296	Farrow Rd. and Pisgah Church Rd. Intersection	Farrow Rd.	Pisgah Church Rd.	07	Construction Complete
297	Garners Ferry Rd. and Harmon Rd. Intersection	Garners Ferry Rd.	Harmon Rd.	11	Right-of-Way Phase
298	Hardscrabble Rd. and Kelly Mill Rd./Rimer Pond Rd. Intersection	Hardscrabble Rd.	Kelly Mill Rd./Rimer Pond Rd.	02, 09	Construction Phase
299	Kennerly Rd. and Coogler Rd./Steeple Ridge Rd. Intersection	Kennerly Rd.	Coogler Rd./Steeple Ridge Rd.	01	Construction Complete
300	North Main St. and Monticello Rd. Intersection	North Main St.	Monticello Rd.	04	Construction Phase
301	North Springs Rd. and Harrington Rd. Intersection	North Springs Rd.	Harrington Rd.	08, 09	Right-of-Way Phase
302	North Springs Rd. and Risdon Way Intersection	North Springs Rd.	Risdon Way	08, 09	Construction Complete
303	Screaming Eagle Rd. and Percival Rd. Intersection	Screaming Eagle Rd.	Percival Rd.	09, 10	Right-of-Way Phase
304	Summit Pkwy and Summit Ridge Dr Intersection	Summit Pkwy	Summit Ridge Dr	08, 09	Construction Complete
305	Wilson Blvd. and Killian Rd. Intersection	Wilson Blvd.	Killian Rd.	07	Construction Complete
306	Wilson Blvd. and Pisgah Church Rd. Intersection	Wilson Blvd.	Pisgah Church Rd.	07	Construction Complete
<b>Special</b>					
285	Commerce Drive Improvements Special	Royster Street	Jim Hamilton Boulevard	05, 10	Not Started
287	Kelly Mill Rd.	Hardscrabble Rd.	EJW Road	02, 09	Not Started
289	Riverbanks Zoo Pedestrian Bridge			05	Construction Complete
290	Shop Road Extension Phase 1	Pineview Road	Longwood Road	10	Construction Phase
324	Shop Road Extension Phase 2	Longwood Road	Garners Ferry Road	10, 11	Design Phase

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Number	Project Name	From	To	District(s)	* Status
<b>Innovista</b>					
319	Innovista 1 - Greene Street Phase 1	Gadsden Street	Assembly Street	05	Construction Complete
321	Innovista 2 - Greene Street Phase 2	Huger Street	Gadsden Street	05	Right-of-Way Phase
322	Innovista 3 - Williams Street			05	Not Started
<b>Neighborhood Improvement</b>					
330	Broad River Corridor Neighborhood Improvements			02, 04, 05	Design Phase
328	Crane Creek Neighborhood Improvements			04, 07	Design Phase
326	Decker Blvd/Woodfield Park Neighborhood Improvements			08	Design Phase
325	Broad River Neighborhood Improvements			04	Procurement Phase
327	Candlewood Neighborhood Improvements			08	Construction Phase
318	Southeast Richland Neighborhood Improvements			11	Procurement Phase
329	Trenholm Acres / Newcastle Neighborhood Improvements			03	Design Phase
<b>Greenway</b>					
131	Columbia Mall Greenway	Trenholm Rd (N of O'Neil Ct)	Trenholm Rd (S of Dent Middle)	03, 08	Design Phase
134	Crane Creek Greenway B (Crane Creek A to Smith Branch)	Crane Creek A	Smith Branch	04	Design Phase
133	Crane Creek Greenway Section A (Monticello Rd to Broad River)	Monticello Road	Broad River	04	Design Phase
132	Crane Creek Greenway Section C (Crane Forest)	Peachwood Dr	Crane Creek	04, 07	Design Phase
135	Dutchman Blvd Connector Greenway	Broad River Rd	Lake Murray Blvd	02	Design Phase
136	Gills Creek A Greenway (Ft. Jackson Blvd to near Mikell Ave -)	Ft. Jackson Blvd	Mikell Ave	06	Design Phase
137	Gills Creek B Greenway (Wildcat Creek to Leesburg Rd)	Wildcat Creek	Leesburg Road	06, 10, 11	Planning Phase
138	Gills Creek North Greenway C (Trenholm Rd to Lake Katherine)	Trenholm Rd	Lake Katherine	06	Planning Phase
139	Lincoln Tunnel Greenway	Finlay Park/Taylor Street	Elwood Avenue Bridge	04, 05	Construction Complete
140	Polo Rd/Windsor Lake Connector Greenway	Polo Road	Windsor Lake Blvd	08	Design Phase
143	Smith/Rocky Branch Greenway A (Three Rivers to Clement Rd)	Three Rivers Greenway	Clement Rd	04	Design Phase
142	Smith/Rocky Branch Greenway B (Clement Road to Colonial Drive)	Clement Rd	Colonial Dr	04	Design Phase
141	Smith/Rocky Branch Greenway C (Downtown to Granby Park)	Downtown	Granby Park	05, 10	Design Phase
144	Three Rivers Greenway Extension Ph. 1	I-26 overpass	Columbia Canal Walk	05	Construction Phase
145	Woodbury/Old Leesburg Connector Greenway	Woodbury Dr	Old Leesburg Rd	11	Design Phase
<b>Sidewalk</b>					
146	Alpine Rd Sidewalk (Two Notch Rd to Percival Rd)	Two Notch Rd	Percival Rd	03, 08, 10	Right-of-Way Phase
147	Assembly St Sidewalk (Whaley St to Bellline Blvd)	Whaley St	Bellline Blvd	05, 10	Design Phase
148	Blossom St Sidewalk (Williams St to Huger St)	Williams St	Huger St	05	Construction Complete
149	Blythwood Rd Sidewalk (I-77 to Main St)	I-77	Main St	02	Construction Complete
150	Bratton St Sidewalk (King St to Fairview (previously to Maple))	King St	Maple St	05	Construction Phase
151	Broad River Rd Sidewalk (Greystone Blvd to Broad River Bridge)	Greystone Blvd	Broad River Bridge	04, 05	Construction Complete
152	Broad River Rd Sidewalk (Harbison Blvd to Bush River Rd)	Harbison Blvd	Bush River Rd	02, 04, 05	Planning Phase
153	Broad River Rd Sidewalk (I-26 to Harbison Blvd)	I-26	Harbison Blvd	02	Planning Phase
154	Calhoun St Sidewalk (Gadsden St to Wayne St)	Gadsden St	Wayne St	04	Construction Complete
152	Capers Ave Sidewalk (S. Ravenel to S. Ott)	S. Ravenel	S. Ott	05	Construction Complete
155	Clemson Rd Sidewalk (Longtown Rd to Two Notch Rd)	Longtown Rd	Two Notch Rd	07, 08, 09	Design Phase
156	Clemson Rd Sidewalk Ph. 1 (Frontage Rd to Percival of Two Notch)	Two Notch Rd	Percival Rd	09, 10	Right-of-Way Phase

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Number	Project Name	From	To	District(s)	* Status
157	Colonial Dr Sidewalk (Harden St to Academy St)	Harden St	Academy St	04	Construction Complete
158	Columbiana Dr Sidewalk (Lexington County Line to Lake Murray)	Lexington County Line	Lake Murray Blvd	02	Construction Complete
159	Fort Jackson Blvd Sidewalk (Wildcat Rd to I-77)	Wildcat Rd	I-77	06	Design Phase
160	Franklin St Sidewalk (Bull St to N. Main St)	Sumter St	Bull St	04	Construction Complete
161	Gervais St Sidewalk (450' west of Gist St to Gist St)	450' west of Gist St	Gist St	05	Construction Complete
162	Gervais St Sidewalk (Gist St to Huger St)	Gist St	Huger St	05	Construction Complete
163	Grand St Sidewalk (Shealy St to Hydrick St)	Shealy St	Hydrick St	04	Construction Phase
164	Harrison Road Sidewalk (Two Notch Rd. to Forest Dr.)	Two Notch Rd.	Forest Dr.	03	Right-of-Way Phase
165	Huger St Sidewalk (Blossom St to Gervais St)	Blossom St	Gervais St	05	Planning Phase
166	Jefferson St Sidewalk (Bull St to Marion St)	Sumter St	Bull St	04	Construction Complete
167	Koon Road Sidewalk (Malinda Road to Farmview Street)	Malinda Road	Farmview Street	03	Construction Phase
168	Laurel St Sidewalk (Gadsden St to Pulaski St)	Gadsden St	Pulaski St	04, 05	Construction Complete
169	Leesburg Rd Sidewalk (Garners Ferry Rd to Semmes Rd)	Garners Ferry Rd	Semmes Rd	10, 11	Right-of-Way Phase
170	Lincoln St Sidewalk (Heyward St to Whaley St)	Heyward St	Whaley St	05	Construction Complete
171	Lower Richland Blvd Sidewalk	Rabbit Run Rd	Garners Ferry Rd	11	Design Phase
172	Lyon St Sidewalk (Gervais St to Washington St)	Gervais St	Washington St	05	Construction Complete
173	Magnolia St Sidewalk (Two Notch Rd to Pinehurst Rd)	Two Notch Rd	Pinehurst Rd	03	Construction Phase
174	Maple St Sidewalk (Kirby St to Gervais St)	Kirby St	Gervais St	06	Construction Complete
188	Marion St Sidewalk (Dreher to Crestwood - previously Mildred Ave Sidewalk (Westwood Ave to Duke Ave)	Whaley St	Airport Blvd	05, 10	Construction Phase
175	Mildred Ave Sidewalk (Westwood Ave to Duke Ave)	Westwood Ave	Duke Ave	04	Construction Complete
176	Park St Sidewalk (Gervais St to Senate St)	Gervais St	Senate St	05	Design Phase
177	Pelham Dr Sidewalk (Gills Creek Parkway to Garners Ferry Rd)	Gills Creek Parkway	Garners Ferry Road	06	Construction Phase
178	Percival Road Sidewalk (Forest Dr to Northshore Rd)	Forest Dr	Northshore Rd	06, 08, 10	Right-of-Way Phase
179	Pinehurst Sidewalk (Harrison Road to Forest Drive)	Harrison Road	Forest Drive	03	Construction Complete
180	Polo Rd Sidewalk (Mallet Hill Rd to Alpine Rd)	Mallet Hill Rd	Alpine Rd	08, 09, 10	Right-of-Way Phase
181	Prospect Sidewalk (Wilmot Avenue to Yale)	Wilmot Avenue	Yale	05	Indefinitely Delayed
183	School House Rd Sidewalk (Two Notch Rd to Ervin St)	Two Notch Rd	Ervin St	03	Construction Phase
184	Senate St Sidewalk (Gladden St to Kings St)	Gladden St	Kings St	05, 06	Construction Complete
185	Shandon St Sidewalk (Rosewood Dr to Heyward St)	Rosewood Dr	Heyward St	05	Indefinitely Delayed
186	Shandon St Sidewalk (Wilmot St to Wheat St)	Wilmot St	Wheat St	05	Indefinitely Delayed
187	Sunset Sidewalk (Elmhurst Road to River Drive)	Elmhurst Road	River Drive	04	Design Phase
189	Tryon St Sidewalk (Catawba St to Heyward St)	Catawba St	Heyward St	05	Construction Phase
190	Two Notch Rd Sidewalk Ph. 1 (Lionsgate to Pine Springs - of Alpine to	Alpine Rd	Spears Creek Church Rd	03	Planning Phase
191	Veterans Sidewalk (Coachmaker Road to Coatsdale Road)	Coachmaker Road	Coatsdale Road	06, 11	Construction Complete
192	Veterans Sidewalk (Garners Ferry Rd to Wormwood Dr)	Garners Ferry Road	Wormwood Drive	11	Construction Complete
193	Wayne St Sidewalk (Calhoun St to Laurel St)	Calhoun St	Laurel St	04, 05	Construction Complete
194	Wildwood Ave Sidewalk (Monticello Rd to Ridgewood Ave)	Monticello Rd	Ridgewood Ave	04	Construction Complete
195	Wiley St Sidewalk (Superior St to Edisto Ave)	Superior St	Edisto Ave	10	Construction Complete
196	Windover St Sidewalk (Two Notch Rd to Belvedere Dr)	Two Notch Rd	Belvedere Dr	03	Construction Complete

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Number	Project Name	From	To	District(s)	* Status
197	Alpine Rd Bike Lanes (Two Notch Rd to Percival Rd)	Two Notch Rd	Percival Rd	03, 08, 10	Right-of-Way Phase
199	Assembly St Bikeways (Blossom St to Rosewood Dr)	Blossom St	Rosewood Dr	05, 10	Design Phase
198	Assembly St Bikeways (Blossom St to Rosewood Dr)	Blossom St	Rosewood Dr	10	Design Phase
200	Beltline Blvd Bikeways (Forest Dr to Valley Rd)	Forest Dr	Valley Rd	03	Design Phase
201	Beltline Blvd Bikeways (Rosewood Dr to Devine St)	Rosewood Dr	Devine St	06	Design Phase
202	Beltline Blvd/Colonial Dr/Farrow Rd Bikeways	Harden St	Academy St	04	Design Phase
203	Beltline Blvd/Devine St Bikeways (Rosewood Dr to Chateau Dr)	Rosewood Dr	Chateau Dr	06	Not Started
204	Blossom St Bikeways (Assembly St to Sumter St)	Assembly St	Sumter St	05	Design Phase
205	Blossom St Bikeways (Huger St to Assembly St)	Huger St	Assembly St	05	Not Started
206	<b>Blossom St Bikeways (Williams St to Huger St)</b>	<b>Williams St</b>	<b>Huger St</b>	<b>05</b>	<b>Construction Complete</b>
207	Blythwood Rd Bikeways (Winnsboro Rd to Main St)	Winnsboro Rd	Main St	02, 07	Design Phase
208	Bonham/ Devereaux/ Heathwood/ Kilbourne/ Rickenbaker/ Sweetbriar	Blossom St	Fort Jackson Blvd	05, 06	Planning Phase
210	Broad River Rd Bike Lanes (Greystone to Broad River Bridge)	Greystone Blvd	Broad River Bridge	04, 05	Design Phase
209	Broad River Rd Bikeways (Bush River Rd to Greystone Blvd)	Bush River Rd	Greystone Blvd	04, 05	Design Phase
211	Broad River Rd Bikeways (Harbison Blvd to Bush River Rd)	Harbison Blvd	Bush River Rd	02, 04, 05	Not Started
212	Broad River Rd/Lake Murray Blvd Bikeways (I-26 to Harbison)	I-26	Harbison Blvd	02	Not Started
213	Bull St Bikeways (Elimwood Ave to Victoria St)	Elimwood Ave	Victoria St	04	Design Phase
214	Bull St/Henderson St/Rice St Bikeways (Wheat St to Heyward St)	Wheat St	Heyward St	05	Planning Phase
215	Calhoun St Bikeways (Wayne St to Harden St)	Wayne St	Harden St	04	Design Phase
216	Catawba St Bikeways (Sumter St to Lincoln St)	Sumter St	Lincoln St	05	Planning Phase
217	Catawba St/Lincoln St/Heyward St/Tryon St/Williams St. Bikeways	Catawba St	Blossom St	05	Planning Phase
218	Chester St/Elmwood Ave/Wayne St Bikeways	Hampton St	Park St	04	Planning Phase
219	Clement Rd/Duke Ave/River Dr Bikeways	Main St	Monticello Rd	04	Planning Phase
220	Clemson Rd Bikeways (Brook Hollow Dr to Summit Pky)	Brook Hollow Dr	Summit Pky	08	Design Phase
221	Clemson Rd Bikeways (Longtown Rd to Brook Hollow Dr)	Longtown Rd	Brook Hollow Dr	07, 08	Design Phase
222	Clemson Rd Bikeways (Summit Pky to Percival Rd)	Summit Pky	Percival Rd	08, 09, 10	Not Started
223	College St Bikeways (Lincoln St to Sumter St)	Lincoln St	Sumter St	04, 05	Design Phase
224	College St/Laurens St/Oak St/Taylor St Bikeways (Greene St to	Greene St	Elmwood Ave	05	Planning Phase
225	Colonial Dr Bikeways (Bull St to Slighs Ave)	Bull St	Slighs Ave	04	Planning Phase
226	Columbiana Dr Bikeways (Lake Murray Blvd to Lexington Co. Line)	Lake Murray Blvd	Lexington County Line	02	Design Phase
227	Craig Rd Bikeways (Harrison Rd to Covenant Rd)	Harrison Rd	Covenant Rd	03	Planning Phase
228	Decker Blvd/Parklane Rd/Two Notch Rd Bikeways (Two Notch Rd to	Two Notch Rd	Percival Rd	03, 08	Design Phase
229	Dutchman Blvd Bikeways (Broad River Rd to Lake Murray Blvd)	Broad River Rd	Lake Murray Blvd	02	Not Started
230	Edgefield St/Park St Bikeways (Calhoun St to River Dr)	Calhoun St	River Dr	04	Planning Phase
231	Elmwood Ave Bikeways (Wayne St to Proposed Greenway	Wayne St	Proposed Greenway Connector	04, 05	Planning Phase
232	Fort Jackson Blvd Multi-Use Path (Devine St. to N. Kings Grant Dr.)	Devine St	N. Kings Grant Dr.	06	Design Phase
233	Garners Ferry Rd Bikeways (Rosewood Dr to True St)	Rosewood Dr	True St	06, 11	Design Phase
234	Gervais St Bikeways (450' west of Gist St to Gist St)	450' west of Gist St	Gist St	05	Planning Phase
235	Gervais St Bikeways (Gist St to Huger St)	Gist St	Huger St	05	Planning Phase
236	Gervais St Bikeways (Park St to Millwood Ave)	Park St	Millwood Ave	04, 05	Planning Phase

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Number	Project Name	From	To	District(s)	* Status
237	Gervais/Gladden/Hagood/Page/Senate/Trenholm/Webster Bikeways	Millwood Ave	Bellline Blvd	05, 06	Planning Phase
238	Greene St Bikeways (Assembly St to 350' west of Lincoln St)	Assembly St	350' west of Lincoln St	05	Construction Complete
239	Greene St Bikeways (Assembly St to Bull St)	Assembly St	Bull St	04, 05	Planning Phase
240	Greene St Bikeways (Bull St to Saluda Ave)	Bull St	Saluda Ave	04, 05	Planning Phase
241	Hampton St Bikeways (Pickens St to Harden St)	Pickens St	Harden St	04	Design Phase
242	Harden St Bikeways (Devine St to Rosewood Dr)	Devine St	Rosewood Dr	05	Planning Phase
243	Heyward St/Marion St/Superior St Bikeways (Whaley St to Wiley St)	Whaley St	Wiley St	05, 10	Planning Phase
244	Holt Dr/Superior St Bikeways (Wiley St to Airport Blvd)	Wiley St	Airport Blvd	05, 10	Planning Phase
245	Huger St Bikeways (Blossom St to Gervais St)	Blossom St	Gervais St	05	Design Phase
246	Huger St/Lady St/Park St Bikeways (Gervais St E to Gervais St W)	Gervais St (east)	Gervais St (west)	05	Planning Phase
247	Leesburg Rd Bikeways (Garners Ferry Rd to Semmes Rd)	Garners Ferry Rd	Semmes Rd	10, 11	Design Phase
248	Lincoln St Bikeways (Blossom St to Lady St)	Blossom St	Lady St	05	Design Phase
249	Main St Bikeways (Calhoun St to Elmwood Ave)	Calhoun St	Elmwood Ave	04	Planning Phase
250	Main St Bikeways (Elmwood Ave to Sunset Dr)	Elmwood Ave	Sunset Dr	04	Construction Complete
251	Main St Bikeways (Pendleton St to Whaley St)	Pendleton St	Whaley St	04, 05	Planning Phase
252	Oneil Ct Bikeways (Decker Blvd to Parklane Rd)	Decker Blvd	Parklane Rd	03, 08	Construction Complete
253	Ott Rd Bikeways (Jim Hamilton Blvd to Blossom St)	Jim Hamilton Blvd	Blossom St	05, 10	Planning Phase
254	Pendleton St Bikeways (Lincoln St to Marion St)	Lincoln St	Marion St	04, 05	Design Phase
255	Pickens St Bikeways (Washington St to Rosewood Dr)	Washington St	Rosewood Dr	04, 05	Design Phase
256	Pickens St/Washington St/Wayne St Bikeways (Hampton St (west) to Hampton St (east))	Hampton St (west)	Hampton St (east)	04, 05	Design Phase
257	Polo Rd Bikeways (Two Notch Rd to 640' south of Mallet Hill Rd)	Two Notch Rd	640' south of Mallet Hill Rd	08, 09, 10	Design Phase
258	Rosewood Dr Bikeways (Bluff Rd to Garners Ferry Rd)	Bluff Rd	Garners Ferry Rd	05, 06, 10	Design Phase
259	Saluda Ave Bikeways (Wheat St to Greene St)	Wheat St	Greene St	05	Planning Phase
260	Senate St Bikeways (Sumter St to Laurens St)	Sumter St	Laurens St	04, 05	Planning Phase
261	Shop Rd Bikeways (Bellline Blvd to Pineview Dr)	Bellline Blvd	Pineview Dr	10	Not Started
262	Sumter St Bikeways (Blossom St to Wheat St)	Blossom St	Wheat St	05	Planning Phase
263	Sumter St Bikeways (Washington St to Senate St)	Washington St	Senate St	04	Design Phase
264	Trenholm Rd Bikeways (South of Dent Middle School to Decker Blvd)	South of Dent Middle	Decker Blvd	03, 08	Construction Complete
265	Two Notch Rd Bikeways (Alpine Rd to Spears Creek Church Rd)	Alpine Rd	Spears Creek Church Rd	03, 07, 08, 09	Planning Phase
266	Two Notch Rd Bikeways (Head St to Albritton Rd - previously)	Head St	Albritton Rd	03	Construction Complete
268	Whaley St Bike Lanes (Lincoln St to Pickens St)	Lincoln St	Pickens St	05	Design Phase
267	Whaley St Bikeways (Lincoln St to Church St)	Lincoln St	Church St	05	Planning Phase
269	Wheat St Bikeways (Harden St to King St)	Harden St	King St	05	Design Phase
270	Wheat St Bikeways (Sumter St to Assembly St)	Sumter St	Assembly St	05	Construction Complete
<b>Pedestrian Improvement</b>					
101	Assembly St and Calhoun St Pedestrian Improvements			04	Construction Phase
102	Assembly St and Gervais St Pedestrian Improvements			04, 05	Construction Phase
103	Assembly St and Laurel St Pedestrian Improvements			04	Construction Phase
104	Assembly St and Washington St Pedestrian Improvements			04, 05	Construction Phase
105	Blossom St and Saluda Ave Pedestrian Improvements			05	Construction Phase
106	Broad River Rd and Bush River Rd Pedestrian Improvements			04, 05	Construction Complete

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Number	Project Name	From	To	Project Limits	District(s)	* Status
107	Devine St and Harden S/Santee Ave Pedestrian Improvements				05	Construction Complete
108	Elmwood Ave and Bull St Pedestrian Improvements				04	Construction Complete
109	Elmwood Ave and Park St Pedestrian Improvements				04	Construction Phase
110	Harden St and Gervais St Pedestrian Improvements				04, 05	Construction Complete
111	Huger St and Blossom St Pedestrian Improvements				05	Construction Complete
112	Huger St and Gervais St Pedestrian Improvements				05	Construction Complete
113	Huger St and Greene St Pedestrian Improvements				05	Construction Complete
114	Huger St and Lady St Pedestrian Improvements				05	Construction Complete
115	Main St and Blanding St Pedestrian Improvements				04	Design Phase
116	Main St and Calhoun St Pedestrian Improvements				04	Construction Phase
117	Main St and Elmwood Ave Pedestrian Improvements				04	Construction Complete
118	Main St and Laurel St Pedestrian Improvements				04	Design Phase
119	Rosewood Dr and Beltline Blvd Pedestrian Improvements				05, 06	Construction Phase
120	Rosewood Dr and Harden St Pedestrian Improvements				05	Construction Phase
121	Rosewood Dr and Holly St Pedestrian Improvements				05	Construction Phase
122	Rosewood Dr and Kilbourne Rd Pedestrian Improvements				05, 06	Construction Phase
123	Rosewood Dr and Marion St Pedestrian Improvements				05, 10	Construction Phase
124	Rosewood Dr and Ott Rd Pedestrian Improvements				05	Construction Phase
125	Rosewood Dr and Pickens St Pedestrian Improvements				05, 10	Construction Phase
126	Two Notch Rd and Alpine Rd Pedestrian Improvements				03, 07	Construction Complete
127	Two Notch Rd and Brickyard Rd Pedestrian Improvements				08, 09	Construction Phase
128	Two Notch Rd and Decker Blvd/Parklane Rd Pedestrian				03	Construction Complete
129	Two Notch Rd and Maingate Dr/Windsor Lake Blvd Pedestrian				03	Construction Phase
130	Two Notch Rd and Sparkleberry Ln Pedestrian Improvements				09	Construction Phase
<b>Dirt Road</b>						
	42 Roads					Planning Phase
	126 Roads					Design Phase
	22 Roads			*\$20M / \$45M Dirt Road Funding has been committed to-date		Construction Phase
	47 Roads					Construction Complete
	33 Roads					Indefinitely Delayed
<b>Resurfacing</b>						
	199 Roads					Construction Phase
	196 Roads			* \$30.3M / \$41.4M Resurfacing Funding has been committed to-date		Construction Complete

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# TRANSPORTATION PROGRAM

## WORK AUTHORIZATION #2018-60

August 2, 2018

CONTRACT FOR PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT  
AND OTHER SERVICES  
Relating to the  
RICHLAND COUNTY  
SALES TAX TRANSPORTATION IMPROVEMENT  
PROGRAM

Contractor shall perform the following Work in accordance with the provisions of the Contract listed above.


Scope and Cost of Services: Provide Services as described in the Contract Agreement for the following:

1. Project 297301303 – Garners Ferry/Harmon, N. Springs/Harrington, Screaming Eagle/Percival Intersections  
Calculations for CRM per Initial Calculation (attached)  
CRM Calculation \$ 194,085.66

Time: In accordance with the approved project schedules.

Contract Amount Through WA 2018-59	\$56,636,884.25
This WA 2018-60	\$ 194,085.66
New Contract Amount Through WA 2018-60	\$56,830,969.81

Agreed as to scope, cost of services and time schedule.

  
 \_\_\_\_\_  
 John M. Thompson, Director of Transportation  
 Richland County, South Carolina

Date: 9/20/18

  
 \_\_\_\_\_  
 Ross A. Tilton, Program Administrator  
 Richland PDT, A Joint Venture

Date: 8/2/18

Richland Transportation Penny Sales Tax CRM and CEI Fee Calculation and Adjustment Worksheet				
Project: 297 Garners Ferry/Harmon, 301 N. Springs/Harrington, 303 Screaming Eagle/Percival Intersections				
Calculation	8/2/2018	Interim Calculation	Final Calculation	Final Calculation
Initial Calculation				
Receive 95% Plans				
PDT Validation Budget				
Design	\$	650,779.58		\$
Right-of-Way	\$	467,295.00		\$
Utility Relocation	\$	220,422.07		\$
Construction Cost	\$	2,272,805.81		\$
Construction Contingency	\$	227,280.58		\$
CRM @ 4.5% of LAPBC	\$	194,085.66		\$
CEI @ 6.5% of LAPBC	\$	280,345.95		\$
Latest Approved Project Budget Cost	\$	4,313,014.65		\$
CRM Fee	\$	194,085.66		\$
CEI Fee	\$	280,345.95		\$
CRM Fee adjustment		N/A	(194,085.66)	\$
CEI Fee adjustment		N/A	N/A	\$
Initial calculation of CRM Fee is based upon PDT Validation Budgets.				
Initial calculation of CEI fee / revised calculation of CRM fee is based on revised Project Budget incorporating actual construction award value.				
Final calculation of CRM and CEI fees is based upon Final Project Cost incorporating all final costs.				
CRM Fee will be adjusted either up or down based on Latest Approved Project Budget Cost at Interim Calculation.				
CRM and CEI Fees will be adjusted either up or down based on Final Project Cost at Final Calculation.				



2018 Q2 UPDATED PROJECT COST ESTIMATES

PROJECT	DESIGN		RIGHT-OF-WAY		UTILITY		CONSTRUCTION		TOTAL
	FEED	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL	ESTIMATE	ACTUAL	ESTIMATE	
BIGDIE RIVER AND BAYVIEW RD	DESIGN / PLOT LAYOUT	\$ 60,814.96		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 50,000.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 820,000.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 2,309.18		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 2,309.18	
CANNON RD / PINEHURST CHURCH	DESIGN / PLOT LAYOUT	\$ 161,351.08		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 50,000.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 1,264,035.64	
	SCOOT / ACTUAL TO DATE 10/17	\$ 292,653.48		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 292,653.48	
NORTH SPRINGS / RICHMOND HWY	DESIGN / PLOT LAYOUT	\$ 215,089.37		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 82,258.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 1,470,107.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 215,089.37		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 215,089.37	
LUMMIT PARK / SUMMIT RIDGE	DESIGN / PLOT LAYOUT	\$ 200,000.00		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 50,000.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 918,500.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 200,000.00		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 200,000.00	
LEWISON RD / SPANGLER LANE INTERSECTION	DESIGN / PLOT LAYOUT	\$ 504,179.59		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 42,913.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 1,911,300.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 504,179.59		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 504,179.59	
BULL STREET AND HANCOCK AVENUE INTERSECTION	DESIGN / PLOT LAYOUT	\$ 123,202.64		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 118,000.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 3,932,000.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 123,202.64		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 123,202.64	
CARRIERS FERRY RD AND HANCOCK ROAD INTERSECTION	DESIGN / PLOT LAYOUT	\$ 123,202.64		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 118,000.00		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 3,932,000.00	
	SCOOT / ACTUAL TO DATE 10/17	\$ 123,202.64		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 123,202.64	
NORTH SPRINGS ROAD AND HANCOCK ROAD INTERSECTION	DESIGN / PLOT LAYOUT	\$ 46,088.21		UTILITY RELOCATION ESTIMATES / TEAMS UNIT ESTIMATE	\$ 48,518.89		CONSTRUCTION ESTIMATE / APPROVED CR ACTION CONTRACT	\$ 488,158.54	
	SCOOT / ACTUAL TO DATE 10/17	\$ 46,088.21		CONTRM / 4.5% of total	\$ -		CONTRM / 4.5% of total	\$ 46,088.21	

Richard County Sites For Remediation Program  
 Work Withdrawn 03/18/90  
 Appropriate Draw Schedule

Description of Project	Project No.	Type of Project	From Completion Date	Progress Task	From Completion Date	Project Status	From Completion Date	Task Start Date	Task Completion Date
3 Inexpensive Sites	297801202	Minor	03/18/90	CR6	03/18/90	CR6	03/18/90	03/18/90	03/18/90
3 Inexpensive Sites	297801203	Minor	03/18/90	CR6	03/18/90	CR6	03/18/90	03/18/90	03/18/90
3 Inexpensive Sites	297801204	Minor	03/18/90	CR6	03/18/90	CR6	03/18/90	03/18/90	03/18/90



# TRANSPORTATION PROGRAM

## WORK AUTHORIZATION #2018-61

September 13, 2018

CONTRACT FOR PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT AND OTHER SERVICES

Relating to the

RICHLAND COUNTY

SALES TAX TRANSPORTATION IMPROVEMENT PROGRAM

Contractor shall perform the following Work in accordance with the provisions of the Contract listed above.

**Scope and Cost of Services:** Provide Services as described in the Contract Agreement for the following:

Project 273 – Blythewood Road Widening (Syrup Mill Road to I-77):

• 21 Category 3 Appraisal Parcels @ \$5270.00/each=	\$110,670.00
• Title Opinion updates – 5 @ \$125.00 /each=	\$ 625.00
<b>Subtotal</b>	<b>\$111,295.00</b>

**Total this change order not to exceed: \$111,295.00**

Time: In accordance with the approved project schedules.

Contract Amount through WA 2018-60	\$56,830,969.91
This WA 2018-61	\$ 111,295.00
New Contract Amount through WA 2018-61	\$56,942,264.91

Agreed as to scope, cost of services and time schedule.

John M. Thompson, Director of Transportation  
Richland County, South Carolina

Ross A. Tilton, Program Administrator  
Richland PDT, A Joint Venture

Date: 9/20/18

Date: 9/13/18

WORK AUTHORIZATION NO. 81

Blythwood Road Widening (Syrup Mill Road to I-77) - Project 273

RICHLAND PENNY  
RICHLAND PDT JOB NO. 805

Approximate Draw Schedule

Project Name	Project Number	Project Type	Firm(s) Completing Task	Project Start Date	Task Start Date	Task Completion Date	Project Completion Date
Blythwood Road Widening	273	ROW	Davis and Floyd	5/7/2016	10/1/2018	7/30/2019	4/30/2021
Blythwood Road Widening	273	ROW	Fredrick Hall Law Firm	5/7/2016	10/1/2018	7/30/2019	4/30/2021
	10/31/2018	11/00/2018	12/30/2018	1/31/2019	2/28/2019	3/30/2019	4/30/2019
Davis and Floyd	\$24,100.00	\$12,050.00	\$12,050.00	\$12,050.00	\$6,194.00	\$6,194.00	\$6,194.00
Fredrick J Hall Law Firm	\$27,250.00	\$1,350.00	\$1,350.00	\$1,350.00	\$755.00	\$755.00	\$755.00
Subtotal	\$29,350.00	\$13,400.00	\$12,400.00	\$13,400.00	\$6,949.00	\$6,949.00	\$6,949.00
							FY2020
							\$8,194.00
							\$10,755.00
							\$8,949.00
							\$111,296.00



# TRANSPORTATION PROGRAM

## WORK AUTHORIZATION #2018-62

September 13, 2018

CONTRACT FOR PROGRAM DEVELOPMENT, PROGRAM MANAGEMENT AND OTHER SERVICES

Relating to the

RICHLAND COUNTY

SALES TAX TRANSPORTATION IMPROVEMENT PROGRAM

Contractor shall perform the following Work in accordance with the provisions of the Contract listed above.

Scope and Cost of Services: Provide Services as described in the Contract Agreement for the following:

Project 293- Bull St. and Elmwood Ave. Intersections:

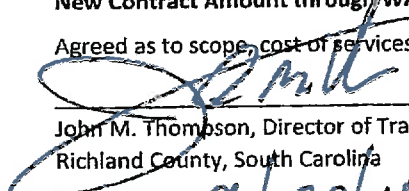
• 5 Category 1 Permission Parcels @ \$2,130/ each =	\$ 10,650.00
• 3 Category 3 Appraisal Parcels @ \$5270.00/each =	\$ 15,810.00
• Title Opinion updates – 2 @ 125.00/each=	\$ 250.00
<b>Subtotal</b>	<b>\$ 26,710.00</b>

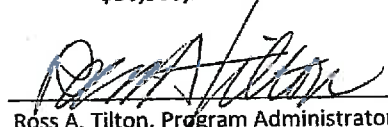
**Total this change order not to exceed: \$ 26,710.00**

Time: In accordance with the approved project schedules.

Contract Amount through WA 2018-61	\$56,942,264.91
This WA 2018-62	\$ 26,710.00
<b>New Contract Amount through WA 2018-62</b>	<b>\$56,968,974.91</b>

Agreed as to scope, cost of services and time schedule.

  
 John M. Thompson, Director of Transportation  
 Richland County, South Carolina  
 Date: 9/20/18

  
 Ross A. Tilton, Program Administrator  
 Richland PDT, A Joint Venture  
 Date: 9/13/18

RICHLAND PENNY  
 RICHLAND PDI JOB NO. 805  
 Approximate Draw Schedule

WORK AUTHORIZATION NO. 82  
 Bull St. and Elmwood Ave. Intersections - Project 293

09/19/2018

Project Name	Project number	Project Type	Firm(s) Competing For	Project Start Date	Task Start Date	Task Completion Date	Project Completion Date												
Bull/Elmwood Intersection	293	ROW Acquisition	Davis and Floyd	12/18/2017	10/1/2018	12/31/2018	7/15/2020												
Bull/Elmwood Intersection	293	Title Opinions	Carnes Law Firm	12/18/2017	10/1/2018	12/31/2018	7/15/2020												
Bull/Elmwood Intersection	293	ROW Acquisition	Davis and Floyd	12/18/2017	10/1/2018	12/31/2018	7/15/2020												
Davis and Floyd	1001/2018	11/09/2018	12/30/2018	12/1/2018	2/28/2019	3/30/2019	4/30/2019	5/30/2019	6/30/2019	FY2019									
Carnes Law Firm	\$11,430.00	\$5,715.00	\$1,805.00	\$1,805.00	\$1,905.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,850.00									
Subtotals	\$900.00	\$800.00	\$500.00	\$500.00	\$520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,850.00									
	\$12,330.00	\$6,515.00	\$2,305.00	\$2,305.00	\$2,185.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,710.00									



## TRANSPORTATION PROGRAM

September 10, 2018

Dr. John Thompson  
Director of Transportation  
Richland County Government  
P.O. Box 192  
Columbia, South Carolina 29202

Re: Sidewalk Package S-9  
PDT-766-IFB-2019

Dear Dr. Thompson:

A bid opening was held at 2:00 PM on Wednesday, September 5, 2018 at the Richland County Office of Procurement at 2020 Hampton Street for the Sidewalk Package S-9 Project. The Richland Program Development Team has reviewed the three (3) submitted bids for Sidewalk Package S-9 and found mathematical errors in the manual paper bids submitted by Orion Construction and Tolleson Limited Company 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-9 - BID RESULTS SUMMARY		
BIDDER	SUBMITTED BID	* CORRECTED BID
Orion Construction	\$ 210,905.00	<b>\$ 201,405.00</b>
Tolleson Limited, Co.	\$ 242,135.25	<b>\$ 253,035.25</b>
Corley Construction	<b>\$544,902.00</b>	NA

\* Corrected bid as a result of a mathematical error identified during the review of submitted paper bid

Further review shows that Orion Construction 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 August 15, 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 31.64% below the Engineer's Estimate of \$294,609.77 for the project. A review of the low bid also shows a **100%** Small Local

Business Enterprise (SLBE) utilization commitment which equals the goal for this Sheltered Market project. Orion is a duly certified SLBE with Richland County's Office of Small Business Opportunities and has submitted a Listing of Subcontractors indicating that no additional firms will be participating in the work.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Orion Construction. It is further recommended that the approval of the award also include a 10% contingency of \$20,140.50. 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: Taylor Neely, Richland PDT  
Jennifer Wladischkin, Richland County

ATTACHMENTS:

Certified Bid Tab

Bid Form – Orion Construction

Bid Comparison to Engineering Estimate

Pre-Bid Sign In Sheets

Orion Construction License Confirmation

Orion Construction Listing of Subcontractors





**SIDEWALK PACKAGE S-9**

**BID TABULATION SHEET**

**PROJECT NUMBER: PDT-766-IFB-2019**

**SEPTEMBER 5, 2018 - 2:00 PM**

Bidder	Total Bid
Carley Construction, LLC	\$ 544,902.00
ORION Construction	\$ 210,905.00
Tolleson limited co.	\$ 242,135.25
CERTIFIED BY: <i>John Collins</i>	

Ridland County Procurement Dept  
 '18 SEP 5 PM2:00



2018 SIDEWALKS - KOON RD & FARMVIEW ST

LENGTH (MI.) 0.330 0.330

ITEM #	DESCRIPTION	UNITS	KOON RD	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC	1.000	15800	15800
1050600	CONS. STAKES, LINES AND GRADES	EA	1.000	1.000	3000	3000
1071000	TRAFFIC CONTROL	LS	NEC	1.000	5000	5000
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY	LS	NEC	1.000	5000	5000
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT	SY	104.000	104.000	40	4160
2031000	UNCLASSIFIED EXCAVATION	CY	125.000	125.000	40	5000
2033000	BORROW EXCAVATION	CY	335.000	335.000	10	3350
2034000	MUCK EXCAVATION	CY	233.000	233.000	10	2330
3069900	MAINTENANCE STONE	TON	10.000	10.000	100	1000
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	120.000	120.000	18	2160
6271010	4" WHITE SOLID LINES - THERMOPLASTIC 90 MIL.	LF	300.000	300.000	15	4500
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	128.000	128.000	30	3840
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.	LF	15.000	15.000	75	1125
6271074	4" YELLOW SOLID LINES - THERMOPLASTIC 90 MIL.	LF	40.000	40.000	20	800
6319505	REMOVAL OF PAVEMENT MARKINGS	LF	120.000	120.000	30	3600
7141113	18" RC PIPE CUL. - CLASS III	LF	32.000	32.000	80	2560
7191805	CATCH BASIN - TYPE 16	EA	2.000	2.000	2500	5000
7203110	CONCRETE C & G (1'-6") VERTICAL FACE	LF	1475.000	1475.000	40	59000
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	793.000	793.000	50	39650
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	174.000	174.000	60	10440
7204900	DETECTABLE WARNING SURFACE	SF	25.000	25.000	50	1250
7205000	CONCRETE DRIVEWAY (6" UNIFORM)	SY	52.000	52.000	70	3640
7209000	PEDESTRIAN RAMP CONSTRUCTION	SY	50.000	50.000	72	3600
8041020	RIP-RAP (CLASS B)	TON	20.000	20.000	90	1800
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C	SY	25.000	25.000	25	650
8071000	RESET FENCE	LF	25.000	25.000	20	500
8100101	PERMANENT GRASSING FOR SMALL PROJECTS	ACRE	0.100	0.100	2500	2500
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	40.000	40.000	35	1400
8153000	SILT FENCE	LF	1740.000	1740.000	6	10440
8156219	INLET STRUCTURE FILTER - TYPE A	LF	16.000	16.000	35	560
	TOTAL					

\$210,905.  
Two Hundred Ten Thousand  
Nine Hundred Five dollars



2018 SIDEWALK PACKAGE S9 PDT-766-IFB-2018

ITEM #	DESCRIPTION	LENGTH (MI.)	UNITS	TOTAL PROJECT QUANTITY	Engineer's Estimate		Orion Construction		Tolleson		Conley Construction, LLC	
					UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	0.350	LS	1,000			\$ 15,800.00	\$ 15,800.00	\$ 11,530.25	\$ 11,530.25	\$ 53,000.00	\$ 53,000.00
1050800	CONS. STAKES, LINES AND GRADES		EA	1,000			\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00
1071000	TRAFFIC CONTROL		LS	1,000			\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 100,000.00	\$ 100,000.00
2011000	CLEARING & GRUBBING WITHIN RIGHT OF WAY		LS	1,000			\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
2023000	REMOVAL AND DISPOSAL OF EXISTING PAVEMENT		SY	104,000			\$ 40.00	\$ 4,160.00	\$ 40.00	\$ 4,160.00	\$ 100.00	\$ 10,400.00
2031000	UNCLASSIFIED EXCAVATION		CY	125,000			\$ 40.00	\$ 5,000.00	\$ 50.00	\$ 6,250.00	\$ 50.00	\$ 6,250.00
2033000	BORROW EXCAVATION		CY	335,000			\$ 10.00	\$ 3,350.00	\$ 100.00	\$ 33,500.00	\$ 30.00	\$ 10,050.00
2034000	MUCK EXCAVATION		CY	233,000			\$ 10.00	\$ 2,330.00	\$ 50.00	\$ 11,650.00	\$ 35.00	\$ 8,155.00
3069900	MAINTENANCE STONE		TON	10,000			\$ 100.00	\$ 1,000.00	\$ 120.00	\$ 1,200.00	\$ 60.00	\$ 600.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)		SF	120,000			\$ 18.00	\$ 2,160.00	\$ 12.00	\$ 1,440.00	\$ 25.00	\$ 3,000.00
6271010	4" WHITE SOLID LINES - THERMOPLASTIC 90 MIL.		LF	300,000			\$ 15.00	\$ 4,500.00	\$ 50.00	\$ 15,000.00	\$ 5.00	\$ 1,500.00
6271015	8" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.		LF	128,000			\$ 30.00	\$ 3,840.00	\$ 25.00	\$ 3,200.00	\$ 10.00	\$ 1,280.00
6271025	24" WHITE SOLID LINES - THERMOPLASTIC 125 MIL.		LF	15,000			\$ 75.00	\$ 1,125.00	\$ 75.00	\$ 1,125.00	\$ 12.00	\$ 180.00
6271074	4" YELLOW SOLID LINES - THERMOPLASTIC 90 MIL.		LF	40,000			\$ 20.00	\$ 800.00	\$ 50.00	\$ 2,000.00	\$ 5.00	\$ 200.00
6319605	REMOVAL OF PAVEMENT MARKINGS		LF	120,000			\$ 30.00	\$ 3,600.00	\$ 20.00	\$ 2,400.00	\$ 23.00	\$ 2,760.00
7141113	18" RC PIPE CUL. - CLASS III		LF	32,000			\$ 80.00	\$ 2,560.00	\$ 180.00	\$ 5,120.00	\$ 90.00	\$ 2,880.00
7191605	CATCH BASIN - TYPE 16		EA	2,000			\$ 2,500.00	\$ 5,000.00	\$ 2,400.00	\$ 4,800.00	\$ 3,500.00	\$ 7,000.00
7203110	CONCRETE C & G (1'-6") VERTICAL FACE		LF	1475,000			\$ 40.00	\$ 59,000.00	\$ 35.00	\$ 51,625.00	\$ 25.00	\$ 36,875.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)		SY	793,000			\$ 50.00	\$ 39,650.00	\$ 60.00	\$ 47,580.00	\$ 223.00	\$ 176,835.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)		SY	174,000			\$ 60.00	\$ 10,440.00	\$ 60.00	\$ 10,440.00	\$ 273.00	\$ 47,502.00
7204900	DETECTABLE WARNING SURFACE		SF	25,000			\$ 50.00	\$ 1,250.00	\$ 25.00	\$ 625.00	\$ 100.00	\$ 2,500.00
7205000	CONCRETE DRIVEWAY (6" UNIFORM)		SY	52,000			\$ 70.00	\$ 3,640.00	\$ 60.00	\$ 3,120.00	\$ 293.00	\$ 15,236.00
7209000	PEDESTRIAN RAMP CONSTRUCTION		SY	50,000			\$ 72.00	\$ 3,600.00	\$ 65.00	\$ 3,250.00	\$ 120.00	\$ 6,000.00
8041020	RIE-RAP (CLASS B)		TON	20,000			\$ 90.00	\$ 1,800.00	\$ 70.00	\$ 1,400.00	\$ 80.00	\$ 1,600.00
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C		SY	26,000			\$ 25.00	\$ 650.00	\$ 20.00	\$ 520.00	\$ 140.00	\$ 3,640.00
8071000	RESET FENCE		LF	25,000			\$ 20.00	\$ 500.00	\$ 40.00	\$ 1,000.00	\$ 175.00	\$ 4,375.00
8100101	PERMANENT GRASSING FOR SMALL PROJECTS		ACRE	0.100			\$ 2,500.00	\$ 250.00	\$ 5,000.00	\$ 500.00	\$ 30,000.00	\$ 3,000.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS		LF	40,000			\$ 35.00	\$ 1,400.00	\$ 20.00	\$ 800.00	\$ 80.00	\$ 3,200.00
8153000	SILT FENCE		LF	1740,000			\$ 6.00	\$ 10,440.00	\$ 10.00	\$ 17,400.00	\$ 6.00	\$ 10,440.00
8156219	INLET STRUCTURE FILTER - TYPE A		LF	16,000			\$ 35.00	\$ 560.00	\$ 25.00	\$ 400.00	\$ 90.00	\$ 1,440.00
	<b>Total</b>							\$ 201,405.00		\$ 253,035.25		\$ 544,902.00



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Sidewalk Package S-9  
 Date: August 15, 2018  
 Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Bethy Spritz LARRERA Construction & Design Inc	bethy@parbradesign.com	803-764-2775 office 803-445-9150 cell
Dale Collier / Richland PDT Michelle Rosenthal RC OSBO Cheryl Cook RC OSBO	dcollier@richlandpenny.com osbo@richlandcountysc.gov osbo@richlandcountysc.gov	803-917-6258 803-576-1540 803-576-1540
Patricia Nelson / Orion Construction	Orionmitch@aol.com	(803) 252-1684
Adrienne Whaley / Southern Traffic Control	s.trafficcontrol@gmail.com	803-543-0945
Brentley Cromer / Corley Construction LLC	Corley_Const88915@Bellsouth.net	803-513-1264
Tatyanna Taylor / Orion Construction MIKE LEVER L-J, INC.	Orionmitch@aol.com MLEVER@L-JINC.COM	803-354-8025 (803) 929-1181
Jason Patterson / Richland PDT	JessJPatterson@richlandpenny.com	(864) 380-3253
Perry Mayhew / Richland PDT	perryhew@richlandpenny.com	803-726-3576



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Sidewalk Package S-9

Date: August 15, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
AMBERLY G. TONEY (RICHLAND CO)	toney.kimberly@richlandcountyga.gov	(803) 240-6978
Scott Jordan - Armstrong contractors	scott@armstrongcontractors.com	803-788-1190
Melissa Watts Richland Co Procurement	watts.melissa@richlandcountyga.gov	803-576-2133
GERMOWALKER - RICHLAND POT	gwalker@richlandpot.com	803-726-6157
David Beatty	dbeatty@richlandpot.com	726-6159
Kevin Giles Metro Dwellings	Kevin.Giles@metrodwellingllc.com	803-767-1827
Taylor Neeley	Tneeley@richlandpot.com	726-5163
Walter Watts Farm	Walter.Watts@richlandpot.com	(803) 850-1593
KENNETH BOYES HYDROMASONRY FLOORING CO	KEN.A.KIDMASONRY@GMAIL.COM	803-309-0296



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Pe-Bid Conference for Sidewalk Package S-9

Date: August 15, 2018

Meeting Time: 10:00 AM

NAME/Business	EMAIL	PHONE
Fleming Construction	A.Ganmore@FlemingConstruction.com	803.309.1472
Andy Tolleson Limited Company	AT.Tolleson@TollesonLtd.com	803.783.9001
Domingo Pever	dperoz@tollesonLtd.com	786-280-2796
Tolleson Limited Company	K.Washington@TollesonLtd.com	803.467.2373
Jamele Bliss	ellis.jamele@richlandcountysc.gov	803-576-1864
Richard County	donis.bryant@richlandcountysc.gov	803-576-1546
Bright Davis		
Richland County OSBO		

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**Board: Commercial Contractors**

**ORION CONSTRUCTION COMPANY**

1428-A CHEROKEE ST  
COLUMBIA, SC 29201  
(803) 252-1634

License number: 12932  
License type: GENERAL CONTRACTOR  
Status: ACTIVE  
Expiration: 10/31/2018  
First Issuance Date: 01/01/1992  
Classification: **BD5 CP5**  
President / Owner: FRANK MITCHELL

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervised By

[MITCHELL FRANK \(COG\)](#)

[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
<b>Building (BD, LB, UB) *</b> ..... <b>BD</b>	Packaged Equipment..... PK
Concrete..... CT	Plumbing..... PB
<b>Concrete Paving ..... CP</b>	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
<b>Group #5</b>	<b>\$Unlimited</b>	<b>\$250,000</b>	<b>\$500,000</b>	Group #5	\$Unlimited	\$200,000	\$400,000

Revised 06/2018



**LISTING OF SUBCONTRACTORS**

Any bidder in response to this Request for Bids shall set forth in his bid the Percent of Work, Name and Location of the place of business for each of the following subcontractors (if so specified) who may perform work or render services to the prime Contractor to or about the construction, or who will specifically fabricate or install a portion of the work. If the prime Contractor determines to use his own employees to perform any portion of the work for which he would otherwise be required to list a subcontractor, and if the prime Contractor is qualified to perform such work under the terms of the Request for Bids, the prime Contractor shall indicate this in his bid and not subcontract any of that work except with the approval of owner for good cause shown.

<u>Pay Item/s</u>	<u>Contract Amount in %</u>	<u>Sub-Contractor's Name &amp; License #</u>	<u>Address/Location</u>

Failure to list specified subcontractors shall render the prime Contractor's bid non-responsive. No prime Contractor whose bid is accepted shall substitute any person as a subcontractor in place of the subcontractor listed in the original bid, except as specified within the contract documents

**SUPERINTENDENT, PRIME CONTRACTOR**

If, as a result of this Bid a Contract is awarded, the Prime Contractor's job superintendent shall be:

Frank Mitchell  
Print Superintendent's Name

BIDDER: ORION Construction

SIGNATURE: Frank Mitchell