

RICHLAND COUNTY

COUNTY COUNCIL AGENDA

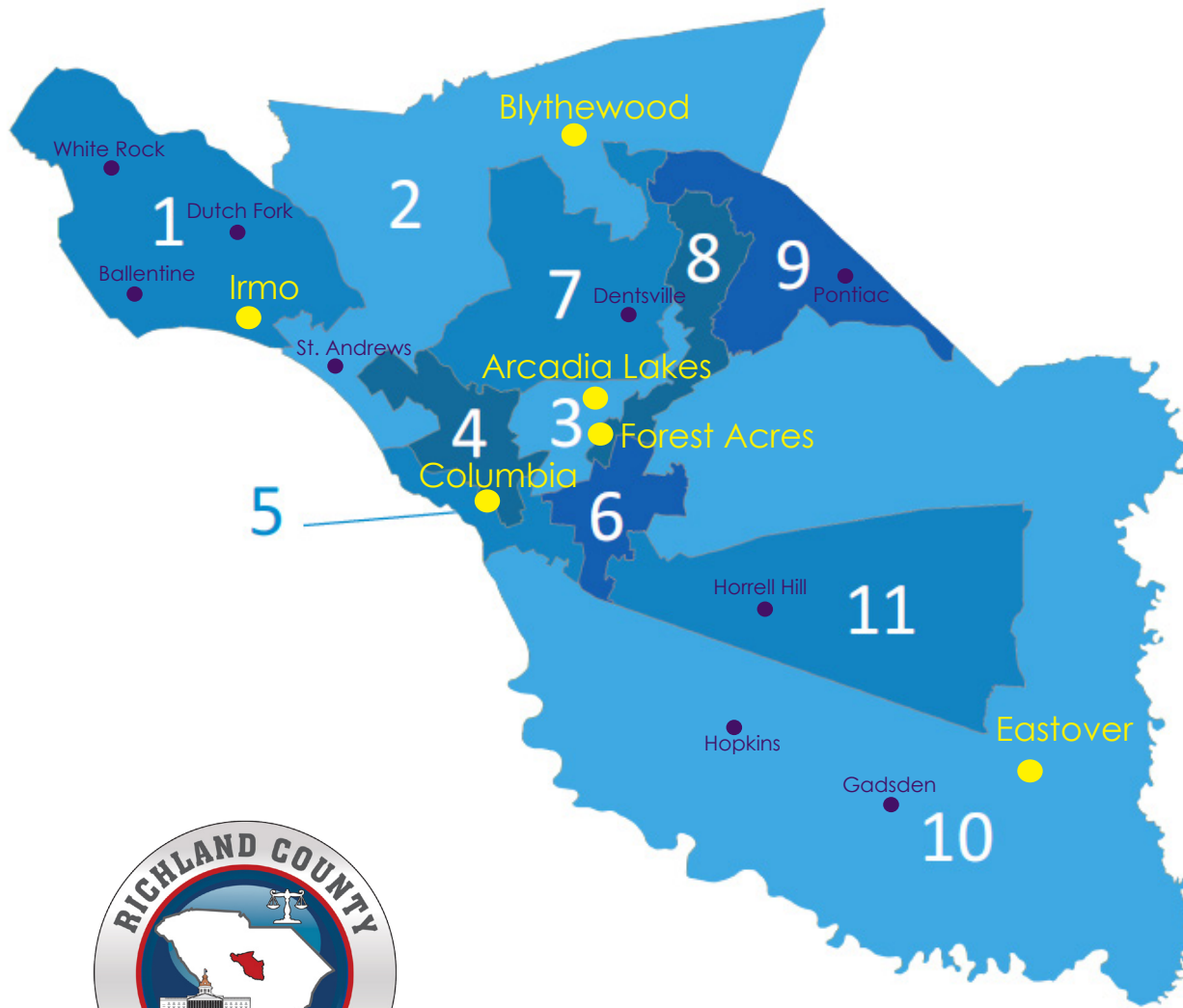


TUESDAY, JULY 11, 2017

6 P.M.

COUNCIL CHAMBERS

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



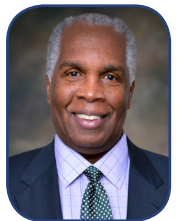
Greg Pearce
District 6



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
July 11, 2017 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER** The Honorable Joyce Dickerson,
Chair, Richland County Council
2. **INVOCATION** The Honorable Gwen Kennedy
3. **PLEDGE OF ALLEGIANCE** The Honorable Gwen Kennedy
4. **APPROVAL OF MINUTES** The Honorable Joyce Dickerson
 - a. Regular Session: June 20, 2017 [PAGES 9-24]
 - b. Special Called Meeting: June 27, 2017 [PAGES 25-31]
 - c. Zoning Public Hearing: June 27, 2017 [PAGES 32-33]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS** *Items requiring outside counsel or a consultant. Larry Smith, County Attorney
 - a. Palmetto Health Agreement
 - b. Employee Grievance - 1
 - c. Hunter's Run Subdivision Update
7. **CITIZENS' INPUT**
For Items on the Agenda Not Requiring a Public Hearing

8. **REPORT OF THE COUNTY ADMINISTRATOR**

Gerald Seals, County Administrator

- a. Introduction of Interim Detention Center Director
- b. Introduction of Finance Director
- c. Introduction of Budget Director
- d. Sale of Sandhills
- e. Employee Grievance - 1

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

Michelle Onley, Deputy Clerk to
Council

- a. July 25th Meeting Schedule:
 - 1. Council Work Session with External Auditors (4:00 PM)
 - 2. Committees – Development & Services (5:00 PM);
Administration & Finance (6:00 PM)
 - 3. Zoning Public Hearing – Cancelled
 - 4. Special Called Wrap-Up Meeting – Immediately
Following Administration & Finance
- b. BUDGET REMINDER: Third Reading of Second
Year of Biennium Budget I: FY 2019 Budget
Ordinance, July 13, 6:00 PM
- c. Institute of Government and SC Association of
Counties Annual Conference: July 30 – August 2

10. **REPORT OF THE CHAIR**

The Honorable Joyce Dickerson

11. **OPEN/CLOSE PUBLIC HEARINGS**

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing deed to the City of
Columbia for certain water lines to serve the
Ballentine Branch Library, Dutch Fork Road; Richland
County TMS # 03303-01-06 & 02 (portion)
- b. An Ordinance Authorizing the lease of certain property
from the County of Richland to Frank’s Express Car
Wash of N. E., Inc. pursuant to S. C. Code Ann. 4-9-
30(2)

- c. An Ordinance Authorizing the execution and delivery of a fee-in-lieu of taxes and Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Aegis (the “Company”) in connection with the Company’s project in Richland County (the “Project”); the execution and delivery of one or more grant agreements relating to the Project; the provisions by the County of certain infrastructure in support of the Project; and matters relating thereto
- d. An Ordinance Authorizing the conveyance of certain real property by the County in connection with Project Aegis; and matters relating thereto

12. **APPROVAL OF CONSENT ITEMS**

The Honorable Joyce Dickerson

- a. An Ordinance authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library, Dutch Fork Road; Richland County TMS # 03303-01-06 & 02 (portion) [THIRD READING] [PAGES 34-37]
- b. 17-011MA
Bill Hampton
RU to OI (0.53 Acres)
1654 Dutch Fork Road
R02412-01-07 [SECOND READING] [PAGES 38-39]
- c. 17-014MA
Carolyn B. Adkins & Joyce Gantt
RM-HD to GC (1 Acre)
1564 Daulton Drive
R17012-02-09 [SECOND READING] [PAGES 40-41]
- d. 17-015MA
Jacob Crowder
RU to GC (1.2 Acres)
10612 Two Notch Road
R25808-03-04 [SECOND READING] [PAGES 42-43]

13. **ORDINANCES – THIRD READING**

The Honorable Joyce Dickerson

- a. An Ordinance Authorizing the lease of certain property from the County of Richland to Frank’s Express Car

Wash of N. E., Inc. pursuant to S. C. Code Ann. 4-9-30(2) [PAGES 44-47]

14. **ORDINANCES – SECOND READING**

The Honorable Joyce Dickerson

- a. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and (Project Red River) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [PAGES 48-79]
- b. An Ordinance Authorizing the conveyance of certain real property by the County in connection with Project Aegis; and matters relating thereto [PAGES 80-85]
- 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 209 Stoneridge, LLC; and other related matters [PAGES 86-103]

15. **ORDINANCES – FIRST READING**

The Honorable Joyce Dickerson

- a. An Ordinance Amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Four Hundred Thirty Three Thousand Nine Hundred Eighty Eight Dollars (\$433,988) to increase funding to the Board of Voter Registration & Elections Department [PAGES 104-106]

The Honorable Joyce Dickerson

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

The Honorable Seth Rose

- a. Contract Extension for NPDES Services for Public Works Stormwater Management Division [PAGES 107-109]
- b. Approve an agreement with Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision [PAGES 110-121]

17. **REPORT OF THE ADMINISTRATION AND FINANCE COMMITTEE**

The Honorable Greg Pearce

- a. Council Motion: Based on the mission of the Conservation Commission, I move that the Rowing Club and Historic Columbia be placed under management of the Conservation Commission [PAGES 122-128]
- b. Intergovernmental Agreement to Appoint Judge Caroline Streater to the position of City of Forest Acres Judge [PAGES 129-133]

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

The Honorable Paul Livingston

- a. A Resolution Authorizing the execution and delivery of a memorandum of understanding by and between Richland County, South Carolina and a company known as Project Aegis and other matters related thereto [PAGES 134-135]
- b. Committing to negotiate a fee-in-lieu of ad valorem taxes agreement between Richland County and Project Red River; identifying the Project; and other matters related thereto [PAGES 136-137]
- c. An Ordinance Authorizing the execution and delivery of a fee-in-lieu of tax agreement by and between Richland County and Project Flag (the “Company”) and the extension of the term of an existing fee-in-lieu of tax agreement between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [FIRST READING BY TITLE ONLY]

18. **REPORT OF THE RULES AND APPOINTMENTS COMMITTEE**

The Honorable Bill Malinowski

I. NOTIFICATION OF APPOINTMENTS

- a. Hospitality Tax Advisory Committee – 3 (Two Applicants must be from Restaurant Industry; the other is an at-large seat)
 - 1. Keith Tolen [PAGES 138-139]

b. Richland Memorial Hospital Board of Trustees – 1

1. Helen B. Woods [PAGES 140-141]
2. Benjamin P. Mustain [PAGES 142-147]
3. Richard Wassermann [PAGES 148-156]

II. RULES AND APPOINTMENTS: ITEMS FOR ACTION

- a. Move to direct staff to abide by Council rules and have motion items on the proper committee agenda at the proper time with backup materials and impartial opinion. If staff is unable to carry out the necessary tasks/duties then Council should consider hiring additional staff. In addition, the old practice of listing items in standing committees that have not been completed once again be listed as “Items Pending Action”. This will hopefully prevent items from “disappearing” that have not had complete action taken by staff/Council [N. JACKSON/MALINOWSKI]

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

The Honorable Jim Manning

- a. Transportation Improvement Contract Award [PAGES 157-176]
- b. Decker Boulevard Neighborhood Improvement Project: Executive Summary [PAGES 177-184]

20. **REPORT OF THE BLUE RIBBON AD HOC COMMITTEE**

The Honorable Greg Pearce

- a. Approval for submitting full applications for HMGP 4286-DR funding, with the 25% local match [PAGE 185]
- b. Approval for the CDBG-DR Action Plan update and revision [PAGE 186]

21. **OTHER ITEMS**

The Honorable Joyce Dickerson

- a. To establish and create a Special Tax District within Richland County, South Carolina, to be known as the “Lake Dogwood Special Tax District”; to define the nature and level of services to be rendered therein; to

authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the Special Tax District; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto [PAGES 187-202]

- b. FY18 – District 6 Hospitality Tax Allocations [PAGES 203-204]

- c. Inter-Governmental Agreement between Richland County and City of Columbia for Fire Service [PAGES 205-229]

22. **SECOND CITIZENS' INPUT**

Must Pertain to Richland County Matters Not on the Agenda

23. **SECOND COUNTY ATTORNEY'S REPORT OF EXECUTIVE SESSION ITEMS**

Larry Smith, County Attorney

24. **MOTION PERIOD/ANNOUNCEMENTS**

- a. Explore bringing the “Turning Leaf Program” to Richland County Detention Center

The Honorable Seth Rose

- b. Explore additional options on supplemental insurance for employees. Note: There are new products available. Staff should talk to existing and additional agencies to provide better or additional options for employees

The Honorable Norman Jackson

(Additional motions may be received by the Clerk of Council’s Office up to 24 hours prior to the Council meeting. Such motions will be distributed as “24-Hour Motions” to Council members)

25. **ADJOURN**

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



Richland County Council

REGULAR SESSION
June 20, 2017 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Gerald Seals, Brandon Madden, Jamelle Ellis, Tracy Hegler, Beverly Harris, Larry Smith, Sandra Yudice, Ismail Ozbek, Chad Fosnight, Brad Farrar, Bill Peters, Tamara Rodriguez, Tony Edwards, Brittany Hoyle, and Kimberly Williams-Roberts

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

INVOCATION – The invocation was led by the Honorable Dalhi Myers

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by the Boy Scout Troop from Bethel Methodist Church.

APPROVAL OF MINUTES

- a. Regular Session: June 6, 2017 – Mr. Manning moved, seconded by Ms. Myers, to approve the minutes as distributed. The vote in favor was unanimous.

ADOPTION OF AGENDA

Mr. Smith stated the “Introduction of Financial Advisor” should be under the Report of the County Administrator and instead the Report of the County Attorney.

Mr. Manning requested Item 17(a) Program Intern Introductions be moved up on the agenda to become Item 6(e).

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

PRESENTATION OF RESOLUTIONS AND PROCLAMATIONS

- a. Resolution recognizing New Light Beulah Baptist Church’s 150 Years of Service to the Community – Mr. N. Jackson presented a resolution recognizing New Light Beulah Baptist Church’s 150 years of service to the community to a representative of New Light Beulah Baptist Church.
- b. Safety Week Proclamation – Mr. Malinowski presented Ms. Hoyle and Ms. Rodriguez with a proclamation in honor of Employee Safety Week.

- c. Henry Robertson's "Safety Star of the Year 2017" – Ms. Dickerson presented Mr. Henry Robertson with a proclamation recognizing him as the "Safety Star of the Year 2017".
- d. Proclamation recognizing Robert Harris as Hand Middle School's "Teacher of the Year" – Ms. Myers presented a proclamation to Mr. Robert Harris recognizing him as Hand Middle School's "Teacher of the Year"
- e. Transportation Program Intern Introductions – Mr. Manning introduced the Transportation Program interns to Council.

POINT OF PERSONAL PRIVILEGE – Mr. N. Jackson recognized that former Councilmember Damon Jeter was in the audience.

PRESENTATIONS

- a. Palmetto Health – Mr. Chuck Beaman, CEO, requested Council's approval to allow Palmetto Health to participate with the Greenville Health System in creating a new non-profit healthcare company that is South Carolina based. The new Health Company will shape and lead the future of healthcare for all of the citizens. A resolution outlining the particulars of the transaction was included in the agenda packet. Palmetto Health will remain with its current board structure fully intact. The Richland Memorial Hospital Board and the Baptist Healthcare System Board will remain fully intact. Richland County Council will continue to appoint the Richland Memorial Hospital Board members. The Richland Memorial Hospital Board will continue to elect (6) members to the Palmetto Board. The Palmetto Health lease with the County remains with all of the current obligations intact for the remainder of the lease period, which is 31 more years.
- b. SC Association of Counties Safety Award – Mr. John Henderson, South Carolina Association of Counties' Director of Risk Management Services, presented the County with the Outstanding Safety Achievement Award for the Safety Week activities last June.

REPORT OF THE COUNTY ATTORNEY FOR EXECUTIVE SESSION ITEMS

- a. Palmetto Health Affiliation Agreement
- b. Potential Property Acquisition: Contractual Matter
- c. Potential Property Purchases (2): Contractual Matter
- d. Status Update: Program Bonding
- e. Financial Audit: Contractual Matter

Status Update: Program Bonding – Mr. Manning moved, seconded by Mr. C. Jackson, to schedule a workshop relating to program funding and bonding and any potential program funding deficits, as it relates to the PDT and its past, current and future projects.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

CITIZENS INPUT: For Items on the Agenda Not Requiring a Public Hearing – Mr. Stephen Puolus spoke about being asked an embarrassing question by a doctor at Palmetto Richland.

Mr. Darrell Betterson spoke about the flooding at Alexander Pointe.

REPORT OF THE COUNTY ADMINISTRATOR

- a. Financial Audit: Contractual Matter – This item was taken up in Executive Session.
- b. Introduction of Financial Advisor – Mr. Seals introduced Southern Municipal Advisors to Council as the County’s Financial Advisor.

REPORT OF THE CLERK OF COUNCIL

- a. Korean War Recognition Ceremony, June 24, 11:00 AM, Dorn VA Medical Center – Ms. Roberts reminded Council of the upcoming Korean War Recognition Ceremony on June 24th.
- b. County Council Workshop, June 27, 11:00 AM – 2:00 PM, Columbia Museum of Art – Ms. Roberts reminded Council of their workshop on June 27th.
- c. BUDGET REMINDER: Budget Public Hearing, July 11, 5:00 PM – Ms. Roberts reminded Council of the upcoming Budget Public Hearing on July 11 at 5:00 PM.
- d. July Meeting Schedule: July 11 – Special Called County Council Meeting; July 25 – Committees and Zoning Public Hearing – Ms. Roberts reminded Council of the upcoming Special Called Council meeting at 6:00 PM on July 11th and the committees meetings and Zoning Public Hearing on July 25th. 1
- e. BUDGET REMINDER: Third Reading of Second Year of Biennium Budget I: FY 2019 Budget Ordinance, July 13, 6:00 PM – Ms. Roberts reminded Council of the 3rd Reading of the 2nd Year of Biennium Budget on July 13th at 6:00 PM.

REPORT OF THE CHAIR

- a. Summit Update – Ms. Dickerson stated the “Moving Together” Summit was a very successful event and thanked Mr. N. Jackson for his attendance at the event.

- b. NOBCO Conference Update – Ms. Dickerson stated the NOBCO Conference was a successful Economic Development trip.

OPEN/CLOSE PUBLIC HEARINGS

- a. An Ordinance Authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Richland County and Hengshi USA Windpower Materials Corporation (Project Feng) (the “Company”); the execution and delivery of an Infrastructure Finance Agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto – No one signed up to speak.

APPROVAL OF CONSENT ITEMS

- a. 17-012MA, Matt Mungo, RU to RS-MD (65.4 Acres), North Pines Road, TMS # R14800-04-18 [THIRD READING]
- b. An Ordinance authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library, Dutch Fork Road; Richland County TMS # 03303-01-06 & 02 (portion) [SECOND READING]

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

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor was unanimous.

ORDINANCES – SECOND READING

- a. An Ordinance Amending the Fiscal Year 2016-2017 General Fund Annual Budget to appropriate Four Hundred Thirty Three Thousand Nine Hundred Eighty-Eight Dollars (\$433,988) to increase funding to the Board of Voter Registration & Elections Department so as to credit received reimbursement amounts for cost of conducting elections – Ms. Myers moved, seconded by Ms. Kennedy, to approve this item.

Mr. Malinowski stated he had requested the information on p. 33 of the agenda, but had not had time to review the information. Therefore, he voted against this item on Second Reading.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST
Malinowski

The vote was in favor.

- b. An Ordinance Authorizing the lease of certain property from the County of Richland to Frank's Express Car Wash of N. E., Inc. pursuant to S. C. Code Ann. 4-9-30(2) – Mr. Manning moved, seconded by Mr. Pearce, to approve this item.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

REPORT OF THE ECONOMIC DEVELOPMENT COMMITTEE

- a. An Ordinance Authorizing the execution and delivery of a Fee in Lieu of Tax Agreement by and between Richland County and Hengshi USA Windpower Materials Corporation (Project Feng) (the "Company"); the execution and delivery of an Infrastructure Finance Agreement by and between Richland County and the Company; the execution and delivery of such documents as may be necessary to effect the intent of this ordinance; and other matters related thereto [THIRD READING] – Mr. Livingston stated the committee's recommendation is for approval.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning McBride

AGAINST

The vote in favor was unanimous.

- b. Committing to negotiate a Fee-in-Lieu of ad valorem taxes agreement between Richland County and Hengshi USA Materials Corporation; identifying the project; and other matters related thereto – Mr. Livingston stated the committee’s recommendation is for approval.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

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 209 Stoneridge, LLC; and other related matters – Mr. Livingston stated the committee’s recommendation is for approval.

Mr. Malinowski inquired if additional information will be provided to Council on this item.

Mr. Ruble stated this is an abandoned building credit situation where a company came in and are rehabbing a building off Stoneridge Drive. The abandoned building credit is a cumbersome economic development tool, so the County is offering to set up a Special Source Revenue Credit to compensate the company.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

- d. An Ordinance Authorizing the execution and delivery of a Fee-in-Lieu of taxes and Special Source Revenue Credit Agreement between Richland County, South Carolina and Project Aegis (the "Company") in connection with the Company's project in Richland (the "Project"); the execution and delivery of one or more grant agreements relating to the Project; the provision by the County of certain infrastructure in support of the Project; and matters relating thereto [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee's recommendation is for approval.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

- e. An Ordinance Authorizing the conveyance of certain real property by the County in connection with Project Aegis; and matters relating thereto – Mr. Livingston stated the committee's recommendation is for approval.

FOR

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

- f. Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and (Project Red River) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters [FIRST READING BY TITLE ONLY] – Mr. Livingston stated the committee’s recommendation is for approval.

FOR

AGAINST

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

The vote in favor was unanimous.

REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

- a. Mitigation Bank: Excess Credit Sales – Mr. Manning stated the committee recommend the sale of excess mitigation bank credits as presented. The funds received will go back into the Transportation Penny.

FOR

AGAINST

Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

The vote in favor was unanimous.

- b. Decker Boulevard Neighborhood Improvement Project: Executive Summary – Mr. Manning stated the committee’s recommendation is to move forward with Decker Boulevard Neighborhood Improvement Project as presented.

Mr. Malinowski stated it was his understanding the committee recommended approval of the Executive Summary, but there were several questions at the committee meeting that have not been answered to date.

Mr. Manning stated the question raised at the committee meeting was whether in a master plan funding could be used to bury utilities and if Council had taken this matter up. After meeting with the County Attorney, it was determined there was no record in the minutes in which this item was taken up by Council.

Mr. Malinowski stated he made the following inquiries at the committee meeting:

1. Why if the comments were split equally on undergrounding or not undergrounding it was recommended to underground;
2. Why the recommendation was for planted medians when the majority did not desire planted medians;
3. Why a budget for the project was not included in the agenda packet?

Mr. Malinowski also stated Mr. Livingston requested the balance of the Neighborhood Improvement Projects.

Mr. Malinowski moved, seconded by Mr. Manning, to defer until the July 11th Council meeting to allow time to provide the answers to the questions from the Transportation Ad Hoc Committee meeting.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor was unanimous.

- c. Clemson Road Widening Project: Right-of-Way Acquisition – Mr. Manning stated the committee recommended moving forward as discussed with the committee.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
McBride	

The vote in favor was unanimous.

- d. I move to direct staff to immediately make efforts to acquire property along Rabbit Run in conjunction with the Southeast Richland Neighborhood Project, a Transportation Program Project. This acquisition whether through eminent domain action will provide an opportunity to make immediate drainage improvements. Currently, County residents residing in neighborhoods such as Alexander Pointe suffer flooding and road closures during heavy rain events. Furthermore, I request this item to be routed to the next Transportation Ad Hoc Committee for consideration so that it may be acted on by Council before summer recess [N. JACKSON] – Mr. Manning stated the committee recommended for staff to continue with right-of-way acquisition negotiations for the tract and Council be presented with the follow-up of the negotiations.

Mr. Malinowski requested staff to determine if the developer is responsible for the flooding in this area if the costs of the repairs can either be recouped from the developer or the developer be required to repair the road.

Mr. N. Jackson stated he has a motion that addresses the developer and the property manager. The developer for developing a storm drainage system that was never approved by the County that is causing all the problems.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

OTHER ITEMS

- a. Council FY2017 Donations – Mr. Seals stated staff reviewed the expenditures through June 5, 2017 and there were some donations not approved by full Council, which is required.

Ms. Myers inquired as to the reason for this item being on the agenda since it is the Council member's individual discretionary funds and not Hospitality Tax funds. In addition, she stated the donation listed under her name was incorrect.

Mr. Smith stated in 2014 Council adopted a policy of having the discretionary fund expenditures of the individual Council members come before Council for approval by the body. Although they are the individual Council members' expenditures, there is still a requirement for full Council to approve the use of those funds in any particular instance based upon the policy adopted by Council.

Mr. Manning moved, seconded by Ms. Kennedy, to approve this item and have the A&F Committee to revisit the policy moving into the new fiscal year.

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Mr. Pearce requested a friendly amendment to have Legal research the State’s statute on this matter prior to it being brought to the A&F Committee for vetting, as that was the reason for the implementation of the policy.

Mr. Rose stated he assumed the funds had been provided to the entities.

Mr. Seals stated this item amounts to a “clean-up”.

Mr. N. Jackson stated it was his understanding Council developed a motion during the budget process to prevent having to come back every time a Council member wishes to disperse their discretionary funds.

Mr. Smith stated he is not familiar with the motion, but he does not know that each time there is an expenditure of the discretionary funds it has to come back to Council. At some point and time, there is a report by Finance about the expenditures and those matters come before Council to be approved.

To address Mr. Pearce’s friendly amendment, there is a State law that requires this but the County did not have a policy to implement the law.

Mr. Seals stated he will provided a complete list of discretionary account expenditures as requested by Mr. N. Jackson.

Mr. Malinowski stated the explanation on why certain items are on the list for approval and the State law requirements are all outlined in the agenda documentation.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Rose
C. Jackson	Malinowski
N. Jackson	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote was in favor.

- b. Council Chambers Renovation – Mr. Seals stated included in the agenda packet is a request of action to authorize the construction contract with Solid Structures in the amount of \$1,133,441. The project contingency would be in the amount of \$113,344.

Mr. Livingston moved, seconded by Mr. C. Jackson, to approve the request.

Mr. Malinowski requested to see bids prior to approving the request.

Mr. C. Jackson requested to also see the bids. In addition he would like to see the bid details (i.e. audio/visual allowance, base bid, etc.).

Mr. Livingston inquired as to where Solid Structures is located.

Mr. Fosnight stated Solid Structures

FOR
N. Jackson
Dickerson
Livingston
Myers
McBride

AGAINST
Pearce
Rose
C. Jackson
Malinowski
Manning

The motion failed.

Mr. C. Jackson stated he would like for the matter to be reconsidered once the information he requested has been received.

CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda – Mr. Toney Forrester spoke regarding a concern with the Sheriff's Department.

Mr. Seals stated he was handed a note and apparently the vote on the Council renovations item was 6-4.

Ms. Roberts was requested to read back the names of the Council members that voted in favor.

POINT OF ORDER – Ms. Dickerson was requested to redo the vote.

Mr. N. Jackson inquired if a Council member did not raise their hand to vote how their vote would be recorded.

Mr. Smith stated if a Council member does not raise their hand their vote is counted with the majority.

Mr. Livingston moved, seconded by Mr. N. Jackson, to reconsider the motion.

Mr. Malinowski stated since there is a question regarding the original vote that the item be deferred and request the Clerk's Office to bring back the vote at the next Council meeting.

Mr. Malinowski moved, seconded by Mr. Livingston, to defer this item to allow the Clerk's Office time to review the vote.

FOR
Pearce
Rose
C. Jackson
Malinowski
Dickerson
Livingston
Myers
Manning
Kennedy
McBride

AGAINST

The vote in favor of deferral was unanimous.

EXECUTIVE SESSION

Mr. Pearce moved to have the Palmetto Health Affiliation Agreement PowerPoint presentation in the Anteroom (Executive Session location).

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
McBride

AGAINST
Manning

The vote was in favor of having the PowerPoint presentation by Palmetto Health in the Anteroom (Executive Session location).

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

- a. Palmetto Health Affiliation Agreement – Mr. Pearce moved, seconded by Mr. Malinowski, to defer action on this item until after the work session on June 27th at 4:00 PM. The vote in favor was unanimous.
- b. Potential Property Acquisition: Contractual Matter – Mr. Livingston moved, seconded by Mr. Rose, to proceed with the sale of the property and direct the proceeds to go toward the Richland Library.

Mr. Malinowski made a substitute motion, seconded by Mr. C. Jackson, to divide the question.

Mr. Pearce inquired about the reason for dividing the question.

Mr. Malinowski stated there was some question about how much of the proceeds, if any, should go to the library based upon the motion at was made in the budget process. The library received a rather large amount of money toward building.

Mr. Rose stated there seems to be some confusion based upon Mr. Malinowski’s comments. There was an initial sale of this property that fell through. The library knew what the revenue from the sale was going to be and the Board had already planned to allocate those revenues to the Edgewood Library. There is a second sale of property, which they have planned to use the revenue from to build the Edgewood Library. This will be a historic event for this community that desperately needs a library. By backing these funds out it would cause a shortage of what the revenues would produce. The motion during the budget process addressed a shortfall, but that shortfall will increase because of the loss of revenue from this property.

Mr. Malinowski stated he never received any figures on the building of the Edgewood Library. In addition, the first time Council was to vote on the sale of the property it was not disclosed where the proceeds were to go.

Mr. C. Jackson stated although it may have been the intention of the library to receive the funds, it was not expressed.

Mr. N. Jackson inquired if the City of Columbia would be providing funding for this also.

Ms. Dickerson stated she has not been provided a budget to show how much the library is going to cost.

Mr. C. Jackson made a second substitute motion, seconded by Mr. Malinowski, to approve the recommendation for the sale of the property, which Mr. Seals will be responsible to execute, and defer the determination of the sale proceeds until the property has been sold.

<u>FOR</u>	<u>AGAINST</u>
C. Jackson	Pearce
N. Jackson	Rose
Malinowski	Livingston
Dickerson	Kennedy
Myers	Manning
McBride	

The vote was in favor of the second substitute motion.

- c. Potential Property Purchases (2): Contractual Matter – No action was taken.
- d. Financial Audit: Contractual Matter – Mr. Smith stated this matter was discussed at the last Council meeting wherein Council requested additional information regarding the firm. The information was forwarded to Council.

Mr. Manning moved to go back into Executive Session to receive additional information regarding this matter.

Mr. N. Jackson moved to approve the Administrator’s recommendation. The motion dies for lack of a second.

<u>FOR</u>	<u>AGAINST</u>
Malinowski	C. Jackson
Dickerson	N. Jackson
Livingston	
Rose	

The vote was in favor of going back into Executive Session to receive additional information on this item.

Mr. Pearce moved, seconded by Mr. Malinowski, to hire the audit firm recommended by the Administrator on a one-year basis trial. The vote in favor was unanimous.

MOTION PERIOD

- a. Move that Council direct the legal department to work with the Coroner to develop an Ordinance for Council consideration that addresses Richland County having to bear the costs of burial of out of county residents who are sent to hospice programs within Richland County with no prior arrangements made for these expenses [PEARCE] – This item was referred to the Legal Department.

- b. Honoring Larry Livingston for 40 years of dedicated service with Transdev for the CMRTA/COMET for the citizens of Columbia and Richland County if our mass transit system [N. JACKSON] – Mr. Pearce moved, seconded by Mr. N. Jackson, to adopt a resolution for Mr. Larry Livingston. The vote in favor was unanimous.

ADJOURNMENT – The meeting was adjourned at approximately 9:39 PM.

X

Joyce Dickerson
Chairwoman

X

Bill Malinowski
Vice Chair

X

Calvin "Chip" Jackson
District Nine

X

Norman Jackson
District Eleven

X

Gwendolyn Kennedy
District Seven

X

Paul Livingston
District Four

X

Jim Manning
District Eight

X

Yvonne McBride
District Three

X

Dalhi Myers
District Ten

X

Greg Pearce
District Six

X

Seth Rose
District Five

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



Richland County Council

SPECIAL CALLED MEETING

June 27, 2017 – 5:30 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Michelle Onley, Kevin Bronson, Brad Farrar, Jamelle Ellis, Sandra Yudice, Sandra Haynes, Ismail Ozbek, Kim Roberts, Quinton Epps, Nancy Stone-Collum, Brandon Madden, Michael Byrd and Gerald Seals

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 5:30 PM.
2. **ADOPTION OF THE AGENDA** – Ms. Kennedy moved, seconded by Ms. Myers, to adopt the agenda as distributed. The vote in favor was unanimous.
3. **INTERGOVERNMENTAL AGREEMENTS**

- a. **Inter-Governmental Agreement between Richland County and City of Columbia for Animal Care Services** – Mr. Bronson stated before Council tonight is a renewal of an intergovernmental agreement with the City of Columbia to manage animal care. This would be an extension of the current contract.

The City of Columbia requested a fee increase per animal, per night. Because the request came in after budget development, staff did not incorporate the increase into the County budget. Therefore, staff is not recommending the fee increase. The City of Columbia has been informed staff would be recommending not to proceed with the fee increase in either year of the biennium budget. Beginning in FY19-20, the CPI would then become effective for an increase.

Mr. Pearce moved, seconded by Mr. C. Jackson, to approve the intergovernmental agreement.

Mr. Malinowski stated he understands if the CPI increases the fee increases, but does not understand why if the CPI decreases the fee would remain the same.

Mr. Bronson stated if Council would like that adjusted staff would adjust the language accordingly.

Mr. Malinowski requested a friendly amendment that if the CPI decreases, the fee would decrease.

Mr. Pearce accepted the friendly amendment.

Mr. Manning and Ms. Myers expressed concern with Mr. Malinowski's friendly amendment to decrease the fee based on the CPI.

Mr. Pearce withdrew his acceptance of the friendly amendment.

Mr. Malinowski made a substitute motion to direct the Animal Care personnel to determine what fees are necessary to cover the costs. The motion died for lack of a second.

Mr. Malinowski requested an explanation of “Collection of County Differential License Fee”.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Dickerson
Myers
McBride

AGAINST
Malinowski
Kennedy

The vote was in favor.

- b. Inter-Governmental Agreement between Richland County and City of Columbia for E911 Services – Mr. Bronson stated the item before Council is a one year extension of the 911 Service Agreement between Richland County and the City of Columbia. Currently the County contracts with the City of Columbia to run one system for 911 services across the County.

Administration has spoken with the Sheriff’s Department and there are concerns about the management of the 911 operations. Over the course of the next year, County staff will endeavor to pursue a 911 facility operated or managed by Richland County. Should the County establish a 911 operation, the County may terminate the contract with 120 days’ notice to the City of Columbia.

Mr. Pearce moved, seconded by Mr. Rose, to approve staff’s recommendation.

Mr. Malinowski inquired if the oversight committee has met with the CRC 911 Director has outlined in the agreement.

Mr. Byrd stated 2 of the 4 meetings has been held.

Mr. Malinowski inquired if the concerns of the entities (i.e. Sheriff’s Department) had been brought to the committee’s attention.

Mr. Byrd stated the concerns have been expressed at these meetings. Furthermore, as issues have come up they have been addressed immediately with CRC 911 staff.

Mr. Malinowski inquired as to why the concerns have not been acted up or resolved.

Mr. Byrd stated he could not answer that, but that the issues have been brought to the attention of the 911 staff.

Mr. Malinowski requested Council be provided with the issues the entities expressed prior to the end of the agreement.

Mr. Malinowski inquired as to why the City has until February to provide their budget to the County when County entities have to provide their budget in January.

Mr. Byrd stated the City has had a hard time providing their budget by the County’s deadline in January.

FOR
Pearce
Rose
C. Jackson
N. Jackson
Malinowski
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST

The vote in favor was unanimous.

- c. Inter-Governmental Agreement between Richland County and the City of Columbia for Fire Service – Mr. Bronson stated before Council is the intergovernmental agreement with the City of Columbia for Fire Service. Some items of importance are as follows:

1. ORGANIZATION – Continuation of Fire Advisory, which would consist of (1) County Councilmember; (1) City Councilmember; County Administrator and/or his designee; the City Manager and/or her designee; the County Emergency Services Director; Columbia Assistant City Manager; and the Fire Chief.

The Fire Advisory Committee and the County Administrator will provide input into the Fire Chief's Annual Performance Review submitted in writing to the City Manager.

2. FIRE STATIONS – The City will be responsible for damage to stations not covered by County insurance. Presently, if it is not covered by County insurance the County pays the bill even if it is City staff driving County vehicles doing the damage.
3. PERSONNEL – The overhead personnel costs would be jointly funded by the City and the County. Delineated as follows:

(b) The overhead personnel costs would be jointly funded by the City and the County based on minimum staffing levels;

(c) ...personnel costs tracking;

(d) The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shift on a daily basis

(e) ...quarterly reports

(f) Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside the Columbia City limits

4. COUNTY – All Richland County buildings (excluding fire stations), vehicles and large pieces of equipment will be insured by Richland County. The City, pursuant to Section 12.d....shall be required to pay its proportional share (52.6%).

5. COLUMBIA – The Fire Chief will present to Richland County a comprehensive quarterly report. Failure of the City to provide the reports would constitute a breach of contract.

The City will be required to maintain County equipment at the same level as City equipment.

Maintenance of County vehicles will be conducted through the County's fleet services program.

6. EQUIPMENT – City is to maintain correct inventory of County assets, quarterly maintenance reports, year-end inventory of the assets, and Richland County-Columbia to be displayed on the vehicles.
7. OPERATIONAL IMPLEMENTATION – The City and County mutual and automatic aid would continue to be in full force and effect.
8. VOLUNTEER FIREFIGHTERS – The Worker's Compensation insurance for volunteer firefighters would enhance the present statutory worker's compensation benefits.
9. FIREFIGHTER TRAINING – All firefighters would receive the same training.
10. PUBLIC PROTECTION CLASSIFICATION – Maintain ISO rating throughout the term of the contract.
11. FINANCIAL/ACCOUNTABILITY – The Fire Chief will work directly with the EOC Director to draft an annual budget.

The City covers 52.6% of the annual all-in costs for Fire Service and the County covers 47.4%. The contract would maintain that ratio.

12. ANNEXATION – Should the City grow its boundaries there would be an annual adjustment in the budget.
13. TERMS – The contract would be in effect for five (5) years.
14. MISCELLANEOUS – A Liquidated Damages section was added to the contract. Should something be noted there is a cure period of approximately (30) days. Failure to correct the matter would result in a \$250/day liquidated damages fee.

Mr. Bronson noted the contract is before Council for review and it is requested the contract be approved. It was noted the City of Columbia has not approved the contract. Should the City amend the contract, it would be brought back to Council for consideration.

Mr. Malinowski questioned the following language in Sec. 3(a) – FIRE STATIONS:
...City agrees to pay the County for any damage not reimbursed to the County by insurance. Since the County is self-insured it would seem that if the City does the damage, they would pay for the damages.

Mr. Bronson stated there are deductibles within the insurance; therefore, if the deductible should come into play the City would be responsible for paying the deductible.

Mr. Farrar suggested deleting the following language from Sec. 3(a) ...*not reimbursed to the County by insurance*. This will address Mr. Malinowski's concerns with the contract language.

Mr. Malinowski inquired if the "days" mentioned throughout the document are business days or calendar days. He also expressed frustration that Council was not provided with the Appendices prior to the meeting.

Mr. Malinowski further inquired as to why County equipment would be assigned to the City of Columbia.

Mr. Bronson stated the intent is that County-owned equipment should be in County fire stations, but the equipment is under the direction of the Fire Chief.

Mr. Byrd offered clarification in that hoses, axes, etc. are assigned to the Fire Chief to be used operationally.

Mr. Pearce moved, seconded by Mr. Malinowski, to recess the meeting until immediately after the Administration & Finance Committee.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor of recessing the meeting was unanimous.

The meeting recessed at approximately 6:01 PM and reconvened at approximately 6:36 PM.

Mr. Malinowski inquired as to why the staff position funded by the County is not housed at a County building instead of the City of Columbia.

Mr. Seals stated there is nothing that prevents the County from having language to address this matter.

Mr. Malinowski stated the decrease in the proportional amount due to annexation should take place within 30 calendar days of annexation instead of taking effect on July 1st after the annexation.

Ms. Myers moved, seconded by Mr. Rose, to allow staff time to receive all of Council's proposed modifications in writing and bring the document back to the July 11th Council meeting for consideration.

Ms. Kennedy requested that all of the stations in District 7 are manned.

Mr. N. Jackson stated staff should determine where the position funded by the County would be most effective.

Mr. Pearce thanked Mr. Bronson for his work on the Fire Service Agreement.

Mr. Bronson stated staff would need to receive all comments by July 6th in order to ensure the modifications are made and included on the Council agenda.

<u>FOR</u>	<u>AGAINST</u>
Pearce	
Rose	
C. Jackson	
N. Jackson	
Malinowski	
Dickerson	
Livingston	
Kennedy	
Myers	
Manning	
McBride	

The vote in favor was unanimous.

4. **CONTRACTS**

- a. **Council Chamber Renovations** – Mr. Malinowski moved, seconded by Mr. Manning, to go into Executive Session to receive legal advice.

Council went into Executive Session at approximately 6:47 PM
and came out at approximately 6:55 PM.

Mr. Manning moved, seconded by Mr. Livingston, to proceed with the complete Chamber renovations.

Mr. Malinowski made a substitute motion, seconded by Mr. Pearce, to direct the Administrator to come back with more specific information in the base bid, specifically what ADA requirement costs will be.

<u>FOR</u>	<u>AGAINST</u>
Pearce	Rose
Malinowski	C. Jackson
	N. Jackson
	Dickerson
	Livingston
	Kennedy
	Myers
	Manning
	McBride

The substitute motion failed.

FOR
C. Jackson
N. Jackson
Dickerson
Livingston
Kennedy
Myers
Manning
McBride

AGAINST
Pearce
Rose
Malinowski

The vote was in favor of proceeding with the complete Chamber renovations.

5. **ADJOURNMENT** – The meeting adjourned at approximately 6:57 PM.



Richland County Council

ZONING PUBLIC HEARING

June 27, 2017 – 7:00 PM

Council Chambers

2020 Hampton Street, Columbia, SC 29201

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

OTHERS PRESENT: Michelle Onley, Geo Price, Tracy Hegler, Jamelle Ellis, and Ashley Powell

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 7:00 PM.
2. **ADDITIONS/DELETIONS TO THE AGENDA** – There were no additions or deletions.
3. **ADOPTION OF THE AGENDA** – The agenda was adopted unanimously.
4. **MAP AMENDMENTS**

- a. 17-011 MA
Bill Hampton
RU to OI 0.53 Acres)
1654 Dutch Fork Road
TMS# R02412-01-07 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Bill Hampton spoke in favor of the re-zoning.

The floor to the public hearing was closed.

Mr. Malinowski moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

- b. 17-013MA
Clarence L. DeVeaux
RU to HI (1.67 Acres)
4660 McCords Ferry Road
TMS# R38700-04-12 [FIRST READING]

Ms. Myers moved, seconded by Mr. Malinowski, to defer this item until the September 26th Zoning Public Hearing. The vote in favor was unanimous.

- c. 17-014MA
Carolyn B. Adkins & Joyce Gantt
RM-HD to GC (1 Acre)
1564 Daulton Drive
TMS# R17012-02-09 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Ms. Carolyn B. Adkins and Ms. Joyce Gantt spoke in favor.

The floor to the public hearing was closed.

Ms. Kennedy moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

- d. 17-015MA
Jacob Crowder
RU to GC (1.2 Acres)
10612 Two Notch Road
R25808-03-04 [FIRST READING]

Ms. Dickerson opened the floor to the public hearing.

Mr. Jacob Crowder spoke in favor.

The floor to the public hearing was closed.

Mr. C. Jackson moved, seconded by Mr. Livingston, to approve this item. The vote in favor was unanimous.

- 5. **ADJOURNMENT** – The meeting adjourned at approximately 7:08 PM.

Richland County Council Request of Action

Subject:

An Ordinance authorizing deed to the City of Columbia for certain water lines to serve the Ballentine Branch Library, Dutch Fork Road; Richland County TMS# 03303-01-06 & 02 (portion)

First Reading: June 6, 2017

Second Reading: June 20, 2017

Third Reading:

Public Hearing:



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

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4d Meeting Date: May 23, 2017

To: Seth Rose, Chair, Development and Services Committee
From: Elizabeth McLean, Assistant County Attorney
Department: County Legal Department

Item Subject Title: An Ordinance authorizing deed to the City of Columbia water lines for Ballentine Branch Library Dutch Fork Road; Richland County TMS#03303-01-06 & 02 (Portion); CF#336-15

Action Taken by Committee previously: None.

- Options:**
1. Consider the request and recommend that Council provide first reading of the ordinance.
 2. Consider the motion and do not recommend that Council provide first reading of the ordinance.

Motion Requested Today: Staff recommends Council approval of the ordinance

Staff Recommendation: Approve motion request.

Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.

Funding Amount/Source: There is no apparent financial impact associated with this request.

Requested by: County Legal Department

Staff Representative: Larry Smith, County Attorney

Outside Representative: None.

List of Attachments:

1. Detailed Request of Action
2. Draft Ordinance

5/15/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

1
Council District



REQUEST OF ACTION

Subject: An Ordinance authorizing deed to the City of Columbia water lines for Ballentine Branch Library Dutch Fork Road; Richland County TMS#03303-01-06 & 02 (Portion); CF#336-

15

A. Purpose

County Council is requested to consider An Ordinance authorizing deed to the City of Columbia water lines for Ballentine Branch Library Dutch Fork Road; Richland County

B. Background / Discussion

County Council authorized the purchase of the referenced property for the purpose of a new location of Richland Library in the community of Ballentine. Richland Library has built a new library on the property. 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 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.

C. Legislative / Chronological History

There is no legislative / chronological history associated with this request.

D. Alternatives

1. Consider the request and recommend that Council provide first reading of the ordinance.
2. Consider the motion and do not recommend that Council provide first reading of the ordinance.

E. Final Recommendation

Staff recommends Council approval of the ordinance.

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 BALLENTINE BRANCH LIBRARY DUTCH FORK ROAD; RICHLAND COUNTY TMS #03303-01-06 & 02 (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 FOR BALLENTINE BRANCH LIBRARY DUTCH FORK ROAD; RICHLAND COUNTY TMS#03303-01-06 & 02 (PORTION); CF#336-15, 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
_____, 2017.

Michelle Onley
Assistant Clerk of Council

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

Richland County Council Request of Action

Subject:

17-011MA
Bill Hampton
RU to OI (0.53 Acres)
1654 Dutch Fork Road
R02412-01-07

First Reading: June 27, 2017
Second Reading:
Third Reading:
Public Hearing: June 27, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 02412-01-07 FROM RU (RURAL DISTRICT) TO OI (OFFICE AND INSTITUTIONAL DISTRICT); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

Section I. The Zoning Map of unincorporated Richland County is hereby amended to change the real property described as TMS # 02412-01-07 from RU (Rural District) zoning to NC (Office and Institutional District) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 27, 2017
First Reading: June 27, 2017
Second Reading: July 11, 2017
Third Reading: September 5, 2017

Richland County Council Request of Action

Subject:

17-014MA
Carolyn B. Adkins and Joyce Gantt
RM-HD to GC (1 Acre)
1564 Daulton Drive
R17012-02-09

First Reading: June 27, 2017
Second Reading:
Third Reading:
Public Hearing: June 27, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 17012-02-09 FROM RESIDENTIAL MULTI-FAMILY HIGH DENSITY (RM-HD) 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 # 17012-02-09 from Residential Multi-family High Density (RM-HD) zoning to General Commercial (GC) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 27, 2017
First Reading: June 27, 2017
Second Reading: July 11, 2017
Third Reading: September 5, 2017

Richland County Council Request of Action

Subject:

17-015MA
Jacob Crowder
RU to GC (1.2 Acres)
10612 Two Notch Road
R25808-03-04

First Reading: June 27, 2017
Second Reading:
Third Reading:
Public Hearing: June 27, 2017

STATE OF SOUTH CAROLINA
COUNTY COUNCIL OF RICHLAND COUNTY
ORDINANCE NO. ____-17HR

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 # 25808-03-04 FROM RU (RURAL DISTRICT) TO GC (GENERAL COMMERCIAL); 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 # 02412-01-07 from RU (Rural District) zoning to GC (General Commercial) zoning.

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

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

Section IV. Effective Date. This ordinance shall be effective from and after _____, 2017.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2017.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: June 27, 2017
First Reading: June 27, 2017
Second Reading: July 11, 2017
Third Reading: September 5, 2017

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the lease of certain property from the County of Richland to Frank's Express Car Wash of N. E., Inc. pursuant to S. C. Code Ann. 4-9-30(2)

First Reading: June 6, 2017

Second Reading: June 20, 2017

Third Reading:

Public Hearing:

ORDINANCE NO. _____

AN ORDINANCE

**AN ORDINANCE AUTHORIZING
THE LEASE OF CERTAIN PROPERTY
FROM THE COUNTY OF RICHLAND TO
FRANK'S EXPRESS CAR WASH OF N.E., INC.
PURSUANT TO S.C. CODE ANN. 4-9-30(2)**

WHEREAS, Richland County, South Carolina ("Richland County") is a political subdivision of the State of South Carolina.

WHEREAS, Frank's Express Car Wash of N.E., Inc. ("Frank's Car Wash") is a business corporation duly incorporated in the State of South Carolina and authorized to transact business in the State of South Carolina.

WHEREAS, Michael E. Hutchins ("Mr. Hutchins") is the President and Chief Executive Officer of Frank's Car Wash and owns, in fee simple absolute, all that certain real property together with any improvement thereon, identified as Richland County Tax Map No. R25608-01-38, whereupon Frank's Car Wash currently operates a car wash business, commonly known as Frank's Express Car Wash, with a physical address of 120 Clemson Road, located at or near the intersection of Clemson Road (S-40-52) and Sparkleberry Lane (S-2033), in the County of Richland, South Carolina (hereinafter, the "Real Property").

WHEREAS, Richland County is currently engaged in an intersection improvement project at the intersection of Clemson Road (S-40-52) and Sparkleberry Lane (S-2033), SCDOT ID P029311, RPP Project No. 0295 (hereinafter, the "Project") that necessitates right-of-way acquisition of the Real Property.

WHEREAS, in lieu of condemnation and for purposes of settlement to avoid the cost, uncertainty, and risk of litigation, Richland County has agreed to purchase and Mr. Hutchins has agreed to sell the Real Property, subject to the terms and conditions set forth in that certain Purchase and Sale Agreement and Settlement approved by Richland County Council contemporaneously with the enacting of this Ordinance.

WHEREAS, as part of the aforesaid Purchase and Sale Agreement and Settlement, Richland County has agreed to lease back the Real Property to Frank's Car Wash for a certain period of time, subject to the term and conditions set forth in that certain Lease Agreement, attached as Exhibit D to the aforesaid Purchase and Sale Agreement and Settlement (hereinafter, the "Lease Agreement"), approved by Richland County Council contemporaneously with the enacting of this Ordinance.

WHEREAS, S.C. Code Ann. § 4-9-30(2) authorizes Richland County to lease property owned by Richland County.

WHEREAS, S.C. Code Ann. § 4-9-120 authorizes Richland County Council to adopt an ordinance after reading said ordinance at three (3) public meetings of the Richland County Council on three separate days with an interval not less than seven (7) days between the second and third readings.

WHEREAS, S.C. Code Ann. § 4-9-130 authorizes Richland County to lease real property owned by Richland County by enacting an ordinance upon proper public notice and public hearing.

WHEREAS, Richland County declares ~~finds~~ that the Lease Agreement is in the best interests of Richland County insomuch as it fosters a settlement in lieu of Richland County commencing a condemnation action to acquire the Real Property for purposes of the Project thereby avoiding the costs, uncertainty, and risks of litigation.

WHEREAS, Richland County further declares that improving the transportation infrastructure in Richland County, including, without limitation, those improvements to be constructed as part of the Project, is essential to improving roadway safety for drivers and passengers traversing in or through Richland County and enhancing both present and future economic development and prosperity.

NOW, THEREFORE BE IT RESOLVED BY THE RICHLAND COUNTY COUNCIL IN A PUBLIC MEETING DULY ASSEMBLED:

SECTION 1. Based upon the foregoing findings, Richland County finds it appropriate and in the best interests of Richland County to enact this ordinance for the purpose of authorizing the execution of the Lease Agreement between Richland County and Frank's Car Wash of N.E., Inc., as is more fully and completely set forth in the Lease Agreement, which is attached hereto and incorporated herein as if set forth verbatim.

SECTION 2. This Ordinance was introduced and read at three (3) public meetings of the Richland County Council on three (3) separate days with an interval of not less than seven (7) days.

SECTION 3. This Ordinance becomes effective and is duly enacted upon third and final reading of the Richland County Council.

SECTION 4. The Richland County Administrator is authorized by this Ordinance to execute the Lease Agreement not earlier than the third and final reading of this Ordinance by the Richland County Council.

SECTION 5. If any section, phrase, sentence, or portion of the Ordinance or Lease Agreement is, for any reason, held, deemed, or considered to be invalid, illegal, unenforceable, then such section, phrase, sentence, or portion thereof shall be deemed separate, distinct, and an independent provision and shall not affect the remaining portion thereof.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this _____ day of _____, 2017.

COUNTY COUNCIL OF RICHLAND COUNTY

By: _____
Honorable Joyce Dickerson, Chairwoman

APPROVED AS TO FORM

Larry Smith, Esq.
Attorney for Richland County

ATTEST:

Clerk of Council

First Reading: _____, 2017
Second Reading: _____, 2017
Public Hearing: _____, 2017
Third and Final Reading: _____, 2017

Richland County Council Request of Action

Subject:

Authorizing the execution and delivery of a fee-in-lieu of ad valorem tax and incentive agreement by and between Richland County, South Carolina and (Project Red River) to provide for payment of a fee-in-lieu of taxes; authorizing certain infrastructure credits; and other related matters

First Reading: June 20, 2017

Second Reading:

Third Reading:

Public Hearing:

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 AND INCENTIVE AGREEMENT BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND [PROJECT RED RIVER] TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; 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 (“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, South Carolina (“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 or manufacturing facility (“Infrastructure”);

WHEREAS, Project Red River, (“Company”), desires to expand and existing manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$90 million and the creation of 700 new, full-time jobs; and

WHEREAS, at the request of the Company and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes Agreement with the Company, 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 Company 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, (2) locating the Project in the Park; and (3) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on information supplied to the County by the Company, 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 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 Company.

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 Company 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 the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

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

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 20, 2017
Second Reading: July 11, 2017
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

PROJECT RED RIVER

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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name		
Project Location		
Tax Map No.		
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 		
<ul style="list-style-type: none"> • Investment Commitment 		
<ul style="list-style-type: none"> • Jobs Commitment 		
<ul style="list-style-type: none"> • Investment Period 		
<ul style="list-style-type: none"> • Assessment Ratio: 		
<ul style="list-style-type: none"> • Millage Rate 		
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable millage: 		
<ul style="list-style-type: none"> • Claw Back information 		
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Other information		

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 Red River], 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 (“*Code*”), as amended, authorizes the County to induce manufacturing and commercial enterprises to locate in the 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 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*”); and

(c) The Sponsor has committed to expand an existing manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$90 million and the creation of 700 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, 2017.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$90 million.

“**Contract Minimum Jobs Requirement**” means not less than 700 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, 2052, the Final Termination Date is expected to be January 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.

“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, 2022.

“MCIP Act” means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, 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 Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated as of April 15, 2003, 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 19th 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 Red River 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, 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 April 17, 2017, and adopted an Inducement Resolution, as defined in the Act on July 11, 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 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, 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, 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, 2018, 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 14, 2010, 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 0.5718, 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 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 4.9.

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 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 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 certain 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.

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.

(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.

(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 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 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 \$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:

□

WITH A COPY TO (does not constitute notice):

McGuireWoods Consulting
Attn: Chris Lloyd
800 East Canal Street
Richmond, VA 23219

and

McGuireWoods Consulting
Attn: The Honorable Jim Hodges
1301 Gervais Street
Suite 1050
Columbia, SC 29201

IF TO THE COUNTY:

Richland County, South Carolina
Attn: Richland County Economic Development Director
1201 Main Street, Suite 910
Columbia, South Carolina 29201

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

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
RICHLAND COUNTY RESOLUTION REQUIRING CERTAIN ACCOUNTABILITY PRACTICES CONCERNING
ECONOMIC DEVELOPMENT PROJECTS IN THE COUNTY

EXHIBIT D
DESCRIPTION OF INFRASTRUCTURE CREDIT

The Sponsor is entitled to an Infrastructure Credit equal to 50% of its FILOT Payment with respect to the Project. The Credit Term is 3 years, commencing with the first FILOT Payment due with respect to the Project.

EXHIBIT E
DESCRIPTION OF CLAW BACK

If the Sponsor fails to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement by the end of the Investment Period, then the Sponsor shall repay a pro-rata portion of the Infrastructure Credit received, which shall be calculated in accordance with the formula set forth below.

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

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 \$2,500,000 in Infrastructure Credits, and \$81,900,000 had been invested at the Project and 644 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

$$\text{Jobs Achievement Percentage} = 644/700 = 92\%$$

$$\text{Investment Achievement Percentage} = \$81,900,000/\$90,000,000 = 91\%$$

$$\text{Overall Achievement Percentage} = (92\% + 91\%)/2 = 91.5\%$$

$$\text{Claw Back Percentage} = 100\% - 91.5\% = 8.5\%$$

$$\text{Repayment Amount} = \$2,500,000 \times 8.5\% = \$212,500$$

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.

Richland County Council Request of Action

Subject:

An Ordinance Authorizing the conveyance of certain real property by the County in connection with Project Aegis; and matters relating thereto

First Reading: June 20, 2017

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY THE COUNTY TO PROJECT AEGIS (THE “COMPANY”) IN CONNECTION WITH A PROJECT (THE “PROJECT”); THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS RELATING TO THE PROJECT; THE PROVISION BY THE COUNTY OF CERTAIN INFRASTRUCTURE IN SUPPORT OF THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, pursuant to Title 4, Chapter 9 of the Code of Laws of South Carolina, 1976, as amended, Richland County, South Carolina (“County”), acting by and through its County Council, (“County Council”) is authorized to enter into contracts and to transfer real property owned by the County;

WHEREAS, the County owns real property located in the Carolina Pines Industrial Park, located at 1001 Carolina Pines Drive, Blythewood, South Carolina 29016, as more fully described on Exhibit A (“Property”);

WHEREAS, [Project Aegis] (“Company”), desires to establish a manufacturing facility on the Property (“Project”), consisting of an investment in real and personal property of approximately \$84,500,000 and the creation of approximately 111 new, full-time jobs;

WHEREAS, the County and the Company have identified certain infrastructure improvements (“Infrastructure”) that need to be made to the Property in order to support the Project, including (i) improvements to the water and sewer infrastructure serving the Property, (ii) grading, site work, road and rail improvements, and (iii) geotechnical work on the Property;

WHEREAS, the County desires to offer certain incentives to the Company to induce the Company to locate the Project in the County, including (i) selling the Property to the Company, and (ii) providing or administering certain grants to the Company to assist in offsetting the costs of the Infrastructure.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL:

Section 1. Findings. Based on information supplied to the County by the Company, County Council finds that the sale of the Property to the Company and the provision or administration of grants to the Company to offset the costs of the Improvements, all as inducements to the Company to locate the Project at the Property, (i) further the economic development of the County, and (ii) provide other significant public benefits to the County, including (A) an increased tax base that generates additional tax revenues, and (B) additional full-time employment opportunities for approximately 111 people, and are therefore proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

Section 2. Approval of Sale of Property. County Council approves the sale and transfer of the Property to the Company at a purchase price of \$150,000. The County Administrator and the Director of Economic Development are authorized to negotiate the terms and conditions of the sale of the Property to the Company. The Chair or, in her absence, the Vice Chair, are authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver agreements, certificates, instruments, including contracts, easements, deeds, title insurance affidavits, and all other instruments and

documents necessary or desirable to effect the conveyance, sale and transfer of the Property to the Company.

Section 3. Approval of Grants and Grant Agreement. County Council approves the provision or administration of grants to the Company to offset the costs of the Infrastructure. The County Administrator and the Director of Economic Development are authorized to negotiate the terms and conditions of such grants and any agreement memorializing the grants (“Grant Agreement”). The Chair or, in her absence, the Vice Chair, are authorized, empowered and directed, in the name of and on behalf of the County, to execute, acknowledge, and deliver the Grant Agreement, and such other certificates, instruments or documents necessary to complete the sale and transfer of the Property to the Company.

Section 4. Further Acts. County Council authorizes the Chair, or the Vice-Chair in her absence, the Clerk to County Council, the County Administrator and the Director of Economic Development, or their designees, to take such actions and to execute such other documents as may be necessary to effectuate the purposes and intent of this ordinance.

Section 5. Severability. If any section, subsection or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 6. Effectiveness. This ordinance is effective upon third reading.

[SIGNATURES FOLLOW ON NEXT PAGE]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

This Ordinance is effective as of the [] day of [], 2017.

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Richland County Council

Economic Development Committee:	June 20, 2017
First Reading:	June 20, 2017
Second Reading and Public Hearing:	July 11, 2017
Third Reading:	[] [], 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

I, the undersigned Clerk to County Council of Richland County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an Ordinance which was given reading, and received approval, by the County Council at its meetings of June 20, 2017, July 11, 2017, and [] [], 2017, at which meetings a quorum of member of County Council were present and voted, and an original of which ordinance is filed in the permanent records of the County Council.

Clerk, County Council of Richland County

Dated: _____, 2017

EXHIBIT A

LEGAL DESCRIPTION

[TMS No. 17600-01-33]

Richland County Council Request of Action

Subject:

Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to 209 Stoneridge, LLC; and other related matters

First Reading: June 20, 2017

Second Reading:

Third Reading:

Public Hearing:

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

AUTHORIZING THE EXPANSION OF THE BOUNDARIES OF THE I-77 CORRIDOR REGIONAL INDUSTRIAL PARK JOINTLY DEVELOPED WITH FAIRFIELD COUNTY TO INCLUDE CERTAIN PROPERTY LOCATED IN RICHLAND COUNTY; THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR INFRASTRUCTURE CREDITS TO 209 STONERIDGE, LLC; AND OTHER RELATED MATTERS.

WHEREAS, Richland County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial Park (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, 209 Stoneridge, LLC (“Company”) desires to rehabilitate an abandoned building within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$1,200,000.

WHEREAS, at the Company’s request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the substantially final form of which is attached as Exhibit A (“Agreement”), to provide Infrastructure Credits against certain of the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

Section 1. Statutory Findings. Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

Section 2. *Expansion of the Park Boundaries, Inclusion of Property.* The expansion of the Park boundaries and an amendment to the Park Agreement to include the Property in the Park is authorized. The Chair of County Council (“Chair”), is authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries and the amendment to the Park Agreement. Pursuant to the terms of the Park Agreement, the expansion of the Park’s boundaries to include the Property is complete on the adoption of this Ordinance by County Council and a companion approving ordinance by the Fairfield County Council.

Section 3. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.* The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company’s Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement’s terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the 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

Joyce Dickerson
Chair, Richland County Council

(SEAL)
ATTEST:

Clerk of Council, Richland County Council

First Reading: June 20, 2017
Second Reading: July 11, 2017
Public Hearing:
Third Reading:

EXHIBIT A
FORM OF AGREEMENT

INFRASTRUCTURE CREDIT AGREEMENT

by and between

RICHLAND COUNTY, SOUTH CAROLINA

and

209 STONERIDGE, LLC

Effective as of: [DATE]

INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [DATE] (“Agreement”), is by and between RICHLAND COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and 209 STONERIDGE, LLC, a South Carolina limited liability company (“Company” together with the County, “Parties,” each, a “Party”).

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”)

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has previously developed with Fairfield County, South Carolina, the I-77 Corridor Regional Industrial (“Park”) and executed the Master Agreement Governing the I-77 Corridor Regional Industrial Park, dated April 15, 2003 (“Park Agreement”), which governs the operation of the Park;

WHEREAS, the Company has committed to rehabilitate an abandoned building in the County (“Project”) on property more particularly identified by Exhibit A (“Land”), consisting of taxable investment in real and personal property of not less than \$1,200,000;

WHEREAS, by an ordinance enacted on [DATE] (“Ordinance”), the County authorized the expansion of the boundaries of the Park and an amendment to the Park Agreement to include the Land and other real and personal property relating to the Project (collectively and together with the Land, “Property”) in the Park; and

WHEREAS, pursuant to the Ordinance, the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

ARTICLE I REPRESENTATIONS

Section 1.1. *Representations by the County.* The County represents to the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;

(b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;

(c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;

(e) The County has approved the inclusion of the Property in the Park; and

(f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

Section 1.2. Representations by the Company. The Company represents to the County as follows:

(a) The Company is in good standing under the laws of the State of Florida, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;

(b) The Company will use commercially reasonable efforts to achieve the Investment Commitment, as defined below, at the Project; and

(c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

ARTICLE II INFRASTRUCTURE CREDITS

Section 2.1. Investment Commitment. The Company shall invest not less than \$1,200,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2022 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

Section 2.2. Infrastructure Credits.

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project

net of the Infrastructure Credit set forth in Section 2.2(a) (“Net Fee Payment”). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE SOURCE OF THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

Section 2.3. Clawback. If the Company fails to meet the Investment Commitment by the Certification Date, the Company shall repay a portion of the Infrastructure Credits received. The portion of the Infrastructure Credit to be repaid is based on the amount by which the Company failed to achieve the Investment Commitment and is calculated as follows:

Repayment Amount = Total Received x Clawback Percentage

Clawback Percentage = 100% - Investment Achievement Percentage

Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment

For example, and by way of example only, if the Company had received \$100,000 in Infrastructure Credits, had an Investment Commitment of \$1,200,000, and had only invested \$900,000 by the Certification Date, the Repayment Amount would be calculated as follows:

Investment Achievement Percentage = \$900,000/\$1,200,000 = 75%

Clawback Percentage = 100% - 75% = 25%

Repayment Amount = \$100,000 x 25% = \$25,000

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

Section 2.4. Cumulative Infrastructure Credit. The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

ARTICLE III DEFAULTS AND REMEDIES

Section 3.1. *Events of Default.* The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(c) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Section 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(d) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(e) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

Section 3.2. *Remedies on Default.*

(a) If an Event of Default by the Company, has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 3.3. *Reimbursement of Legal Fees and Other Expenses.* On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 3.4. Remedies Not Exclusive. No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

Section 3.5. Nonwaiver. A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

ARTICLE IV MISCELLANEOUS

Section 4.1. Examination of Records; Confidentiality.

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purpose of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information would result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant to this Agreement as "Confidential Information." Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County shall provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

Section 4.2. Assignment. The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

Section 4.3. Provisions of Agreement for Sole Benefit of County and Company. Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

Section 4.4. Severability. If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

Section 4.5. Limitation of Liability.

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are covenants, stipulations, promises, agreements and obligations of the County and are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on the Agreement may be had against any member County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 4.6. Indemnification Covenant.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a) above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company’s expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

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

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

Section 4.7. Notices. All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement,

when (i) delivered or (ii) sent by facsimile and confirmed by United States first-class registered mail, postage prepaid, addressed as follows:

if to the County: Richland County, South Carolina
 Attn: Director of Economic Development
 2020 Hampton Street
 Columbia, South Carolina 29204
 Phone: 803.576.2043
 Fax: 803.576.2137

with a copy to Parker Poe Adams & Bernstein LLP
 (does not constitute notice): Attn: Ray E. Jones
 1221 Main Street, Suite 1100 (29201)
 Post Office Box 1509
 Columbia, South Carolina 29202
 Phone: 803.255.8000
 Fax: 803.255.8017

if to the Company: 209 Stoneridge, LLC
 c/o Lienbase
 Attn: Tax Manager
 200 South Park Road
 Suite 425
 Hollywood, Florida 33021

with a copy to Haynsworth Sinkler Boyd, PA
 (does not constitute notice): Attn: Will Johnson
 1201 Main Street, 22nd Floor (29201)
 Post Office Box 11889 (29211)
 Columbia South Carolina
 Phone: 803.779.3080
 Fax: 803.765.1243

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 4.8. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$3,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County’s direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, “Administration Expenses” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorney’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County’s

Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

Section 4.9. Entire Agreement. This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is bound by any agreement or any representation to the other Party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery of this Agreement.

Section 4.10 Agreement to Sign Other Documents. From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

Section 4.11. Agreement's Construction. Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 4.12. Applicable Law. South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

Section 4.14. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

Section 4.15. Waiver. Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

Section 4.16. Termination. Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

Section 4.17. Business Day. If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, Richland County, South Carolina, has caused this Agreement to be executed by the appropriate officials of the County and its corporate seal to be affixed and attested, effective the day and year first above written.

RICHLAND COUNTY, SOUTH CAROLINA

Joyce Dickerson
Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to Council, Richland County Council

[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]

IN WITNESS WHEREOF, 209 Stoneridge, LLC, has caused this Agreement to be executed by its authorized officers, effective the day and year first above written.

209 STONERIDGE, LLC

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]

EXHIBIT A
LAND DESCRIPTION

All that certain piece, parcel or lot of land, with improvements thereon, if any, situate, lying and being in the County of Richland, State of South Carolina, being shown and delineated as Tract 33, containing 39,996.34 square feet, as fully shown on a map prepared for Greystone Office Building, A Limited Partnership, by W.L. Stephens, Jr., PE & LS, dated November 29, 1977, and recorded in the Register of Deeds Office in Richland County in Plat Book Y, at Page 720; said property being further shown and designated as 0.92 acre, more or less, on that certain plat prepared for Harborway Properties, LLC by Cox and Dinkins, Inc. dated April 7, 2010 and recorded in the Register of Deeds Office in Richland County in Plat Book 2141, at Page 2939; reference being made to said latter plat for a more complete and accurate description of said property.

This being the same property conveyed by deed from Harborway Properties, LLC unto Branch Banking and Trust Company and recorded on August 29, 2016, at the Richland County ROD in Book R 2141 at Page 2940; and being the same property conveyed to SBMUNICUST % LB ASHLEY LLC by Tax Deed dated March 17, 2017, and recorded on March 20, 2017, at the Richland County ROD in Book R 2195 at Page 1129.

TMS No. 07212-03-06.

EXHIBIT B
DESCRIPTION OF INFRASTRUCTURE CREDIT

25% of the Fee Payments per year for five (5) years, commencing with the first Fee Payment due with respect to the Project.

Richland County Council Request of Action

Subject:

An Ordinance amending the Fiscal Year 2017-2018 General Fund Annual Budget to appropriate Four Hundred Thirty Three Thousand Nine Hundred Eighty Eight Dollars (\$433,988) to increase funding to the Board of Voter Registration & Elections Department

First Reading:

Second Reading:

Third Reading:

Public Hearing:

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
ORDINANCE NO. ___17HR

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 GENERAL FUND ANNUAL BUDGET TO APPROPRIATE FOUR HUNDRED THIRTY THREE THOUSAND NINE HUNDRED EIGHTY EIGHT DOLLARS (\$433,988) TO INCREASE FUNDING TO THE BOARD OF VOTER REGISTRATION & ELECTIONS DEPARTMENT.

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

SECTION I. Approval to provide the funding received by the County from the City of Columbia and State Elections Commission for the election related expenses incurred by the Elections and Voter Registration Department conducting the following elections: 2016 Statewide Primary Elections, 2016 General Election, and the City of Columbia: 2017 District IV Special Election. Therefore, the Fiscal Year 2017-2018 General Fund Annual Budget is hereby amended as follows:

REVENUE

Revenue appropriated July 1, 2017:	\$ 1,405,961
Appropriation of Reimbursement Balance:	\$ <u>433,988</u>
Total Reimbursed amount as Amended:	\$ 1,839,949

EXPENDITURES

Expenditures appropriated July 1, 2017:	\$ 1,405,961
Increase to Board of Voter Registration Department Budget:	\$ <u>433,988</u>
Total General Fund Expenditures as Amended:	\$ 1,839,949

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

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

SECTION IV. Effective Date. This ordinance shall be enforced from and after _____, 2017.

RICHLAND COUNTY COUNCIL

BY: _____
Joyce Dickerson, Chair

ATTEST THIS THE ____ DAY
OF _____, 2017

Michelle Onley
Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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



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

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4b Meeting Date: June 27, 2017

To: Seth Rose, Chair, Development and Services Committee
From: Jennifer Wladischkin, Procurement Division
Department: Finance

Item Subject Title: Contract extension for National Pollutant Discharge Elimination System (NPDES) consulting services for the Public Works Stormwater Division.

Action Taken by None.

Committee previously:

Options: 1. Consider the request and approve accordingly.

2. Consider the request and do not approve.

Motion Requested Today: It is recommended that County Council approve this request to extend the contract with Woolpert to provide NPDES Consulting Services so that the Stormwater Division can continue to meet permit mandated deadlines and remain in compliance.

Staff Recommendation: County Council approve this request to extend the contract with Woolpert to provide NPDES Consulting Services so that the Stormwater Division can continue to meet permit mandated deadlines and remain in compliance.

Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.

Funding Amount/Source: All of the items are related to requirements in the County’s NPDES MS4 permit and some are also associated with permit scheduled deadlines for implementation. The total fee for the FY18 scope of services is \$159,660. The Stormwater Division budgeted \$191,694 in FY18 under Professional Services for NPDES Program Compliance Assistance and Annual Report documentation.

Requested by: Finance c/o Procurement Division
Public Works c/o Stormwater Division

Staff Representative: Jennifer Wladischkin, Procurement Division
Synithia Williams, Stormwater Division

Outside Representative: None.

List of Attachments:
1. Detailed Request of Action

<u>6/20/17</u>	<u>Brandon Madden</u>	<u>All</u>
Date Submitted	Approved by the County Administrator’s Office	Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Subject: Contract Extension for NPDES Services for Public Works Stormwater Management Division

A. Purpose

County Council is requested to approve the contract extension for National Pollutant Discharge Elimination System (NPDES) consulting services for the Public Works Stormwater Division.

B. Background / Discussion

In May 2014, the Stormwater Division worked with the Procurement Division to put out a request for proposals to eleven (11) consultants for NPDES consulting services to assist Richland County's Stormwater Management Program. The tasks associated with the request included:

- Updating the County's Stormwater Management Plan
- Implementing the County's Stormwater Management Plan
- Assisting in the adherence to the NPDES Phase I requirements
- Evaluating the existing program and providing recommendations to strengthen the program
- Assisting in the development of Total Maximum Daily Loads (TMDL) plans
- Providing feasible cost for implementing each part of the NPDES requirements
- Providing consulting services in watershed studies
- Assisting in identifying and applying for grants

Three firms submitted proposals: Woolpert, AECOM and Amec Foster Wheeler. The contract was awarded to Woolpert. The initial contract in FY16 included six tasks for a total of \$85,000. FY17 included 7 additional tasks for a total of \$87,807.

The Stormwater Division has worked with Woolpert in FY2017 on updating the County's Stormwater Management Plan to meet the requirements of the new NPDES MS4 Permit issued July 1, 2017. After meeting with Woolpert staff on the scope of items needed for the next year of the NPDES Permit Requirements, Woolpert Submitted a Scope of Services for 2018 Fiscal Year. The scope for 2018 includes:

1. Stormwater Management Program Internal Compliance Audit;
2. Water Quality Monitoring Data Review and Plan Development;
3. Year 1 Annual Report Review;
4. Asset Management System Implementation Recommendations; and
5. Total Maximum Daily Loads (TMDL) Implementation Plan Development.

All of the items listed in the scope are related to requirements in the County's NPDES MS4 permit and some are also associated with permit scheduled deadlines for implementation. The total fee for the FY18 scope of services is \$159,660. The Stormwater Division budgeted \$191,694 in FY18 under Professional Services for NPDES Program Compliance Assistance and Annual Report documentation.

C. Legislative / Chronological History

- The original contract for services totaled \$85,000 and was on 5/27/2016.
- The second year of the contract was \$87,807 and was approved on 11/1/2016.

D. Alternatives

1. Approve the request and the Public Works Stormwater Division can continue to work with Woolpert to meet the requirements to stay in compliance with the NPDES MS4 Permit and meet mandated program deadlines.
2. Do not approve the request and the Public Works Stormwater Division will have to seek another consultant to assist with NPDES MS4 Permit compliance which could lead to missed deadlines for program elements in the permit.

E. Final Recommendation

It is recommended that County Council approve this request to extend the contract with Woolpert to provide NPDES Consulting Services so that the Stormwater Division can continue to meet permit mandated deadlines and remain in compliance.



REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4c Meeting Date: June 27, 2017

To: Seth Rose, Chair, Development and Services Committee
From: Tracy Hegler
Department: Community Planning and Development

Item Subject Title: Approve an agreement with Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

Action Taken by Committee previously: None.

- Options:**
1. Consider the request and approve accordingly.
 2. Consider the request and do not approve.

Motion Requested Today: Council is asked to approve the execution of this agreement, with the language recommended by the Developer, which will allow the County to make road repairs that will serve the citizens in Blythecreek and Rivers Station Subdivisions. Staff also recommends adding a clause about final accounting of the repairs and what will occur if those repairs are over or under the estimated amounts.

Staff Recommendation: Approval.
Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.
Funding Amount/Source: Department of Public Works (DPW) Roads and Drainage Fund Balance will cover the expense of the work (est. \$200,000) with repayment by the party to the agreement (Developer of Blythecreek and Rivers Station).

Requested by: Tracy Hegler, Director of Community Planning & Development

Staff Representative: Tracy Hegler, Director of Community Planning & Development

Outside Representative: None.

- List of Attachments:**
1. Detailed Request of Action
 2. Maps of Neighborhoods

6/21/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

2 and 7
Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Enter into an agreement with Cascata Development, LLC and Rivers Station, LLC to complete the construction of the roads in Rivers Station Subdivision and Blythecreek Subdivision.

A. Purpose

County Council is requested to approve the execution of an agreement with Richland County and Cascata Development, LLC & Rivers Station, LLC to complete road construction, including repair of existing infrastructure, at Blythecreek Subdivision (Council District 2) and Riverstation Subdivision (Council District 7). The agreement will allow Richland County to make the necessary repairs in both subdivisions in order to bring the roads into compliance, and receive arranged payments from the Representative of both entities to cover the expenses incurred by the County, which will include labor, materials, and professional services.

B. Background / Discussion

Blythecreek Subdivision (Attachment A) is a single-family residential development located on Boney road (S-40-1367). The 80.61 acre neighborhood consists of 153 lots and approximately 9,000 linear feet of road, along with approximately 20 acres of common area. A land disturbance permit was issued on September 29, 2006 and the project was constructed in two (2) phases.

Riverstation Subdivision (Attachment B) is a single-family residential development located on Longtown Road. The neighborhood covers 31.17 acres with 106 lots, approximately 4,500 linear feet of road and approximately 9 acres of common area. A land disturbance permit was issued on July 30, 2007 and the project was constructed in two (2) phases.

Both subdivisions are 100% occupied and the citizens in both developments have voiced concerns about the conditions of the unfinished roads in their neighborhoods. To date, the developer of Blythecreek Subdivision and Riverstation Subdivision has 'not' petitioned the county to accept the roads in these neighborhoods, given their unfinished state and non-compliance with County standards.

Richland County has been responding to complaints from homeowners concerning the conditions of the roads and the County conducted a full assessment of both projects to present a report to the developer to make said repairs. The Developer indicated the Limited Liability Companies that originally developed the neighborhoods are dissolved and no longer in a position to complete the construction of the roads in both neighborhoods. Further, the Developer indicated he is not in a financial position to perform all the work needed to complete the roads at one time and is unlikely to be able to secure bank loans on such an old project. The County conducted a search of bonds for both projects and no information can be

found on Blythecreek Subdivision and a bond was in place for Riverstation Subdivision in the amount of \$471K which expired on January 1, 2010.

The Developer, personally and with his current corporation, has offered to enter into an agreement to satisfy the obligations of Cascata Development, LLC and Rivers Station, LLC. The agreement will allow the County to accept the roads in their current conditions and complete their construction, to include making repairs that will bring the roads into compliance. The Developer will be required to make an initial payment and subsequent agreed-upon payments to reimburse the county for services rendered. The County will take an accounting of services rendered to assure that the total payment from the developer covers all labor, materials, and professional services.

The following steps have been taken to develop the structure of the agreement:

- Richland County prepared a report for each subdivision that identifies deficiencies and list quantities of failures for the purpose of developing a cost estimate.
- The County Engineer created a cost estimate based on the quantities submitted.
- The scope of work was presented to the developer with an estimated total cost.
- The agreement defined the scope of work to be conducted and outlined a schedule of payments to be made by the developer.

The proposed agreement has been reviewed by the County's Legal Department and the Developer. The County's Legal Department indicates the agreement is legally sound and provides adequate protection for the County. However, it should be noted the Developer removed language proposed by the County's Legal Department that would explicitly strengthen the recourse available to us in the event of a default. The alternate language for paragraph 3 follows. The decision as to the acceptable language is a policy decision for Council.

Pickrel agrees that regardless of the responsibility of Cascata and Rivers Station to make the payments herein established, he is also personally liable for the payments herein, and in the case of any default in payment, Pickrel agrees that the County may take any action available to it in law or equity to recover the debt from him personally, including execution on his real and personal property. Until receipt by Richland County of the final payment, Owner and Pickrel do hereby bind themselves and their heirs, successors, and assigns to indemnify, defend, hold harmless and release the Richland County, its successors and assigns, from all losses, damages, destruction and claims in any way relating to the design, construction, or previous maintenance performed by anyone other than Richland County of such streets, roads or rights-of-way hereinabove specified.

Richland County Department of Public Works (DPW) has been a part of these discussions and reviewed the agreement, as it is assumed the work can be completed by DRW personnel and equipment. DPW agrees to complete the necessary work and recover funds from the Developer for those costs.

The cost to complete the roads in both neighborhoods is not estimated to exceed \$200,000 and would be covered by DPW's Roads & Drainage Fund Balance. The terms of the proposed agreement require the Developer pay the County back in three installments within twenty-four (24) months of the agreement's effective date. That repayment should be deposited into the County's Roads & Drainage Fund Balance.

The County will prepare final accounting of the repairs. The Developer would be responsible for any additional funds or work that may be required outside of the original scope or an additional contract may be negotiated.

This request has been reviewed by Finance with no concerns.

C. Legislative / Chronological History

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

D. Financial Impact

There is no financial impact associated with this request.

E. Alternatives

1. Approve the execution of the agreement which will allow the Department of Public Works to facilitate repairs and completion of the road to serve the citizens in the neighborhoods.
2. Do not approve the execution of the agreement. Choosing this alternative would leave the citizens living in these two neighborhoods with failing and incomplete infrastructure. The County will continue to hold the developer responsible for making repairs and completing the construction of the roads.

F. Recommendation

It is recommended that Council approve the execution of this agreement, with the language recommended by the Developer, which will allow the County to make road repairs that will serve the citizens in Blythecreek and Rivers Station Subdivisions. Staff also recommends adding a clause about final accounting of the repairs and what will occur if those repairs are over or under the estimated amounts.

DEVELOPMENT AGREEMENT

[Draft ~~3-25.26.2017~~]

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made as of the ___ day of ~~March~~June, 2017 ("Effective Date"), by and between **CASCATA DEVELOPMENT, LLC** ("Cascata"), a South Carolina limited liability company, and **RIVERS STATION, LLC** ("Rivers Station"), a South Carolina limited liability company (collectively, "Owner") and **COUNTY OF RICHLAND, SOUTH CAROLINA** ("Richland County"), a body politic and corporate and a political subdivision of the State of South Carolina.

WITNESSETH

WHEREAS, Cascata is the owner of the roads in the Blythecreek subdivision ("Blythecreek") located in Richland County, South Carolina, and controls the developer's rights in Blythecreek; and

WHEREAS, the roads within Blythecreek are in need of repairs to the base layer and a surface course of asphalt on all roads in Phase I of the subdivision; and

WHEREAS, Rivers Station is the developer of the Rivers Station subdivision located in Richland County, South Carolina, and the roads within the Rivers Station subdivision are in need of repairs to the base layer and a surface course of asphalt on all roads; and

WHEREAS, Cascata and Rivers Station have agreed to convey and Richland County has agreed to accept the dedication of the roads within the Blythecreek and Rivers Station subdivisions, to perform the needed repairs and paving to the roads, and, thereafter, to take full responsibility for the maintenance of the roads, all according to the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cascata, Rivers Station and Richland County hereby agree as follows:

1. Conveyance of Roads. Cascata shall convey to Richland County and Richland County shall accept from Cascata the roads within the Blythecreek subdivision as shown on the Blythecreek Map attached hereto as Exhibit 1, which shall thereafter be owned and held by Richland County. Rivers Station shall convey to Richland County and Richland County shall accept from Rivers Station the roads within the Rivers Station subdivision as shown on the Rivers Station Map attached hereto as Exhibit 2, which shall thereafter be owned and held by Richland County. These conveyances shall be made in accordance with Richland County's standard documentation.

2. Road Improvements. After taking possession of the roads, Richland County shall make needed repairs to the base layer and pave a surface course of asphalt on all roads within the Blythecreek (Phase I) and Rivers Station subdivisions.

3. Payments. Owner shall cause to be paid to Richland County the sum of Fifty Thousand Dollars (\$50,000) on the Effective Date. Owner shall make a second payment to Richland County in the sum of Fifty Thousand Dollars (\$50,000) within twelve (12) months of the Effective Date. Owner shall make a third payment to Richland County in the sum of One Hundred Thousand Dollars (\$100,000) within twenty-four (24) months of the Effective Date. Upon the last payment to Richland County, Owner Harold V. Pickrel, III ("Pickrel") agrees that regardless of the responsibility of Cascata and Rivers Station to make the payments herein established, he is also personally liable for the payments herein, and in the case of any default in payment, Pickrel agrees that the County may take any action available to it in law or equity to recover the debt from him personally. Upon the last payment to Richland County, Owner and Pickrel shall have no further obligations to Richland County with respect to the roads within the Blythecreek and Rivers Station subdivisions.

4. Entire Agreement; Successors; Headings. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, inducements or conditions, express or implied, oral or written and shall extend to and bind the successors and assigns of the respective parties hereto. The headings in this Agreement are for convenience of reference only and shall not affect the construction hereof.

5. Governing Law and Jurisdiction. This Agreement has been executed and delivered in the State of South Carolina, and its validity, interpretation, performance and enforcement and all matters relating thereto, shall be governed by and construed and interpreted in accordance with the laws of the State of South Carolina. For purposes of any litigation arising from or related to this Agreement, the parties hereby submit to the jurisdiction of the appropriate state or federal court located in Richland County, South Carolina.

6. Attorneys' Fees. In the event of any litigation arising out of any matters pertaining to this Agreement, or any agreements between the parties described herein, the prevailing party shall be entitled to reasonable attorneys' fees and costs as awarded by a court of competent jurisdiction.

7. No Adverse Presumption. It is acknowledged that this Agreement arose as the result of arms-length negotiations between the parties and that this Agreement, although prepared by representatives of Owner, was prepared with the advice, consent, recommendation and review of Richland County and its counsel, and is the product of input by all parties. As a result, any ambiguity or uncertainty is not to be construed against the party whose counsel prepared this Agreement on the grounds that such party's representatives drafted this Agreement.

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK –
SIGNATURE PAGES FOLLOW]*

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

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

WITNESS:

CASCATA DEVELOPMENT, LLC,
a South Carolina limited liability company

By: _____ [SEAL]
Harold V. Pickrel, III, Authorized Member

RIVERS STATION, LLC,
a South Carolina limited liability company

By: HVP3 Development, LLC,
a South Carolina limited liability company,
Managing Member

By: _____ [SEAL]
Harold V. Pickrel, III, Sole Member

Harold V. Pickrel, III joins in an individual capacity for the purpose of acknowledging his responsibilities under Section 3 of the Agreement.

_____ [SEAL]
Harold V. Pickrel, III

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

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

WITNESS:

RICHLAND COUNTY, SOUTH CAROLINA
a body politic and corporate and
political subdivision of the State of South Carolina

By: _____ [SEAL]

Print Name: _____

Title: _____

ATTEST: _____ [SEAL]

Print Name: _____

Title: _____

EXHIBIT 1

Blythecreek Map

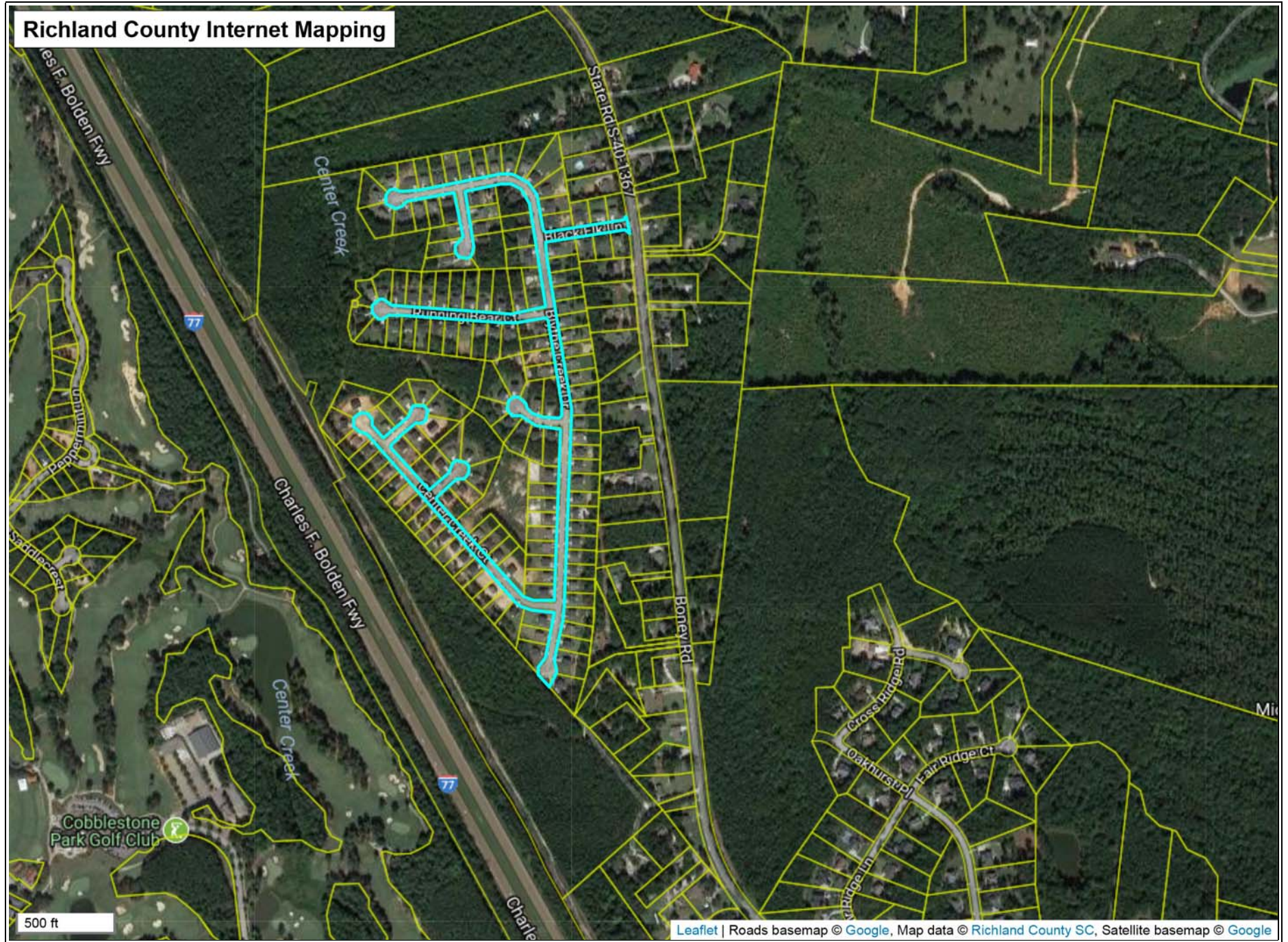
[SEE ATTACHED]

EXHIBIT 2

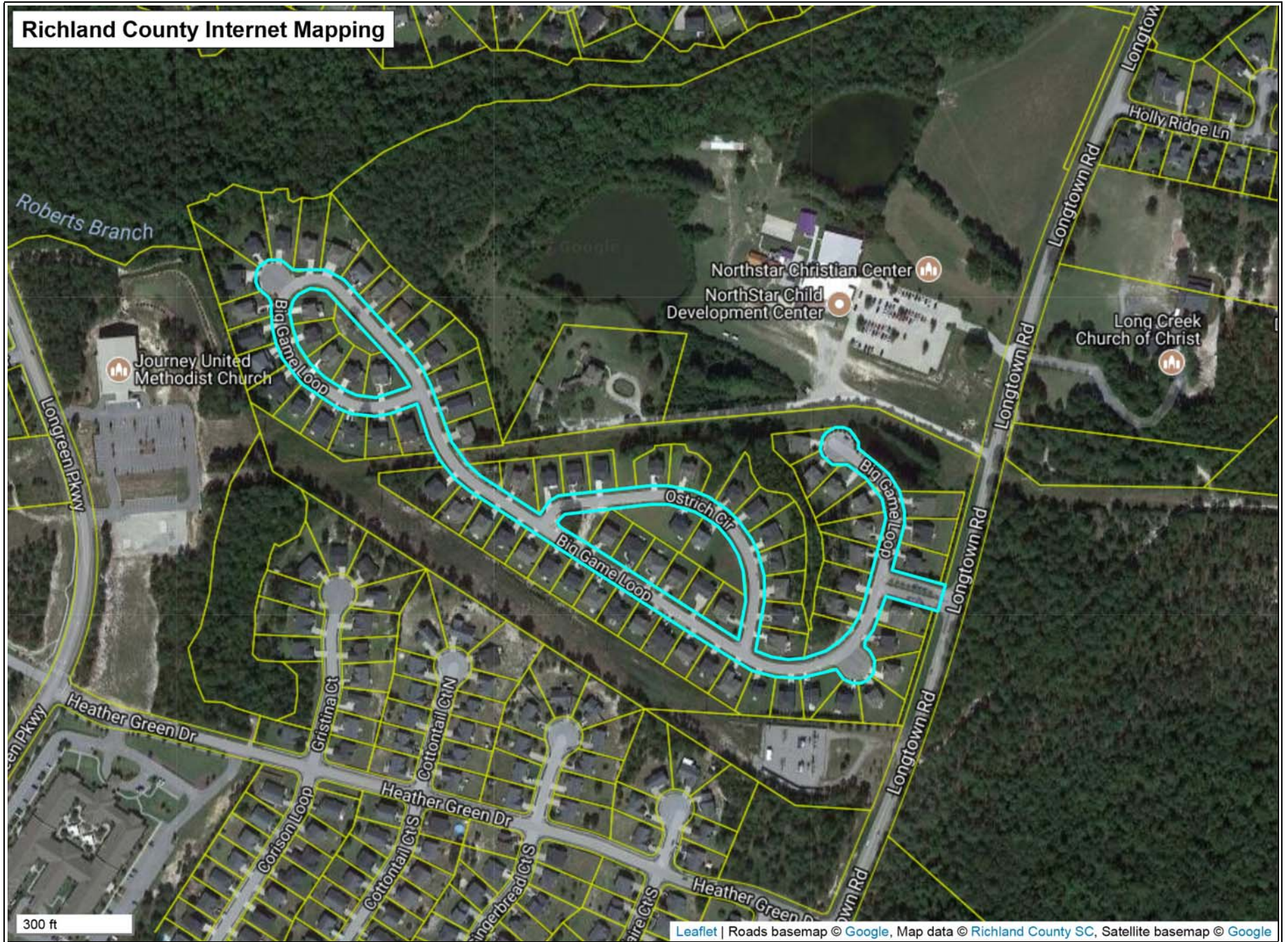
Rivers Station Map

[SEE ATTACHED]

ATTACHMENT A



ATTACHMENT B





REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4a Meeting Date: June 27, 2017

To: Gregory Pearce, Chair, Administration and Finance Committee
 From: Vice-Chairman Bill Malinowski, District 1 and Councilman Norman Jackson, District 11
 Department: Council County

Item Subject Title: Council Motion: Based on the mission of the Conservation Commission, I move that the Rowing Club and Historic Columbia be placed under management of the Conservation Commission.

Action Taken by Committee previously: None.

- Options:**
1. Consider the motion and approve accordingly.
 2. Consider a portion of the motion and approve accordingly.
 3. Consider the motion and do not approve.

Motion Requested Today: Council’s discretion as this request is pursuant to a Council motion.

Staff Recommendation: Council’s discretion as this request is pursuant to a Council motion. Staff will proceed as directed by County Council.

Impact of Action: Operating Budget: Depends on Council action. Estimate for additional staff is \$76,411.50 for one FTE and up to \$314,153.25 for five employees related to management of the two County-owned properties managed by Historic Columbia.

Funding Amount/Source: Capital Budget: Not applicable.
Up to \$76,411.60-\$314,153.25/General Fund

Requested by: Vice-Chairman Bill Malinowski, District 1 and Councilman Norman Jackson, District 11

Staff Representative: County Administrator Gerald Seals

Outside Representative: None.

- List of Attachments:**
1. Detailed Request of Action
 2. Maps of sites

6/21/17
Date Submitted

Brandon Madden
Approved by the County Administrator’s Office

4
Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Council Motion: Based on mission of the Conservation Commission, I move that the Rowing Club and Historic Columbia be placed under management of the Conservation Commission.

A. Purpose

Council is requested to consider a Council motion from Councilmembers Norman Jackson and Bill Malinowski regarding placing the management of the Rowing Club and Historic Columbia properties under the Conservation Commission.

B. Background / Discussion

At the March 21, 2017 Council meeting, Councilmembers Norman Jackson and Bill Malinowski brought forth the following motion:

“Based on the mission of the Conservation Commission, I move that the Rowing Club and Historic Columbia be placed under management of the Conservation Commission.”

Council sent this item to the Administrative & Finance Committee for consideration.

Historic Columbia

The Historic Columbia Foundation (Historic Columbia) manages historically relevant properties and gardens including the Robert Mills House, Hampton-Preston Mansion and Garden, Mann-Simmons Site, Woodrow Wilson Family House, Modjeska Monteith Simkins House, and the Seibels House House and Garden. The Woodrow Wilson Family Home and the Hampton-Preston Mansion and Garden were deeded to the county in 2006 (Attachment A). Hospitality Tax has served as the county source of funding for management and maintenance of the properties as well as the program operation.

Columbia Rowing Club

The Columbia Rowing Club (CRC) was founded in 1998 by a group of master’s rowers (rowers over 26 years of age) who wanted to row as a club and advance the sport of rowing in the midlands. The CRC sponsors Youth Rowing and hosts the University of South Carolina (USC) Crew, the core of CRC remains its masters rowers, and its future depends on the masters rower, both women and men, for the provide long term continuity. Richland County Support Services currently provides maintenance on the property, which is owned by Richland County (Attachment B), and facilitated the re-construction of the dock after the October 2015 flooding.

Richland County Conservation Commission Role

The RCCC supports both Historic Columbia’s and the CRC’s efforts. Conservation of cultural, historic and natural resources as well as educating the public and promoting tourism for these assets is part of RCCC’s mission. RCCC met to discuss this motion and made the following comments in that meeting:

- Historic Columbia has been in place for many years, has multiple donors and programs, and may have little need for additional oversight.
- The CRC also has been in place for many years and has multiple donors and programs. However, the property and its future development does not have a clear direction. The RCCC could help promote public access in this area by developing avenues for nature-based tourism and enhancing the existing opportunities such as fishing, trails, and river front viewing.

This discussion led to RCCC voting to support the motion to manage the CRC property and provide guidance only (not management) to Historic Columbia for the use of county-owned properties.

Impact

In considering this motion, staff prepared the following impact estimates.

Management of the Rowing Center site could be absorbed by the new Park Range position approved by County Council in the FY 2018-2019 Biennium I budget for the Conservation Division.

Moving management of the two county-owned properties from Historic Columbia to RCCC would require additional county staff. Two likely scenarios are roughly estimated here: 1) a minimum Program Coordinator who would largely be responsible for coordinating new county operations with existing Historic Columbia programs and 2) County developed programs which did not coordinate with existing Historic Columbia programs.

#1 Minimum Staff Option		
Program Coordinator		
	\$50,941.00	Salary
	\$25,470.50	Indirects 50%
	\$76,411,60	Total

#2 Full Staff Option		
Program Coordinator	\$50,941.00	
Gift Shop Manager	\$29,950.00	
Tour Coordinator	\$37,600.00	
Community Engagement Coordinator	\$47,973.00	
Marketing/Retail Coordinator	\$42,971.00	
	\$209,435.00	Subtotal

	\$104,717.75	Indirects 50%
	\$314,153.75	Total

The Legal Department reviewed this request and noted Historic Columbia’s function is defined by statute, so any role by the RCCC must not be inconsistent with that statute or the County’s agreement with Historic Columbia.

Finance has reviewed this request and has no concerns with the ROA, as described.

C. Legislative / Chronological History

March 21, 2017 - Council Motion described above.

April 17, 2017 – RCCC voted to support motion to manage the CRC property. A second motion was approved to support providing guidance to Historic Columbia for management of county-owned properties.

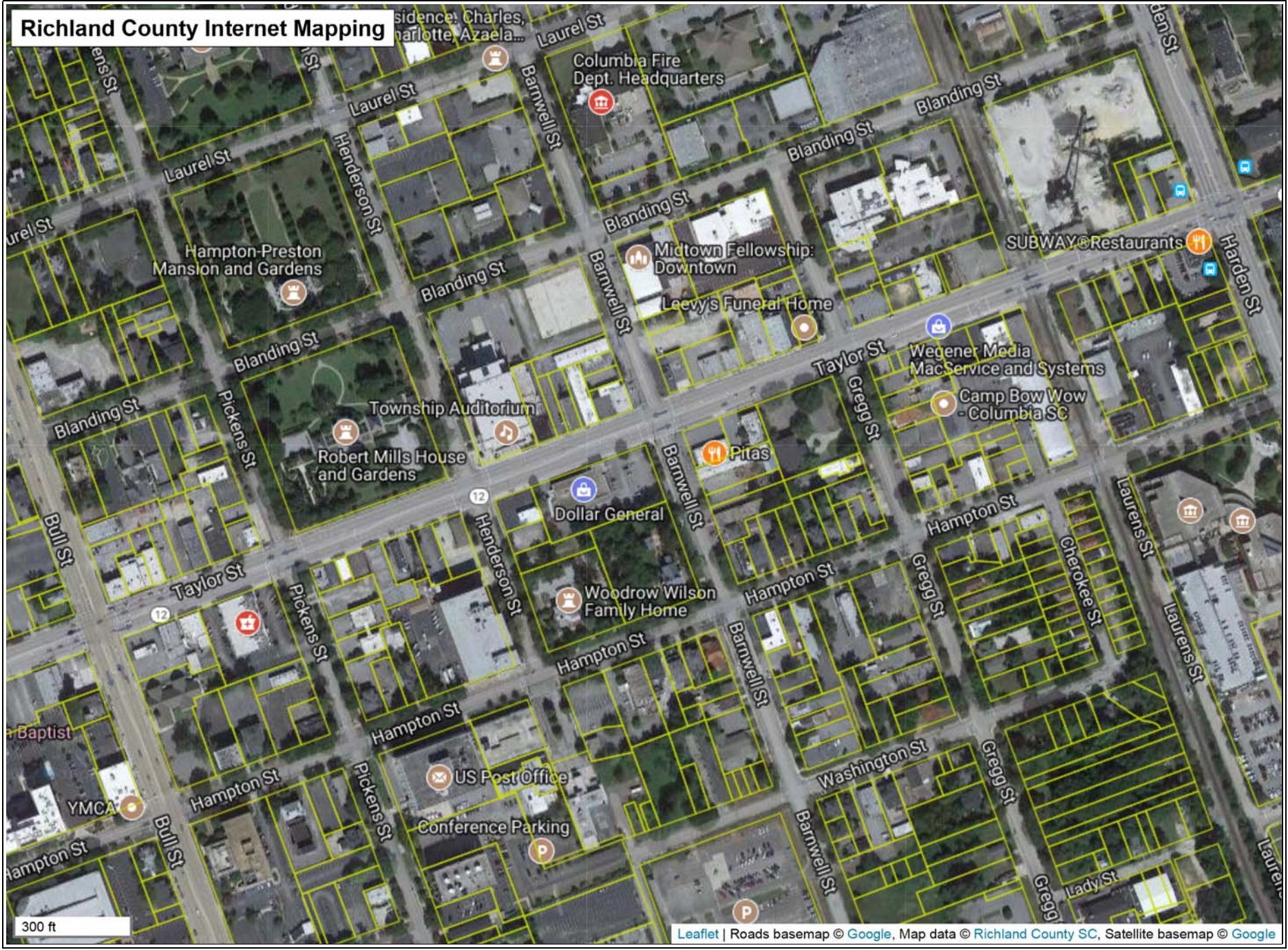
D. Alternatives

1. Approve the motion to move management of Historic Columbia and CRC County owned properties under the RCCC.
2. Approve movement of CRC property management only under RCCC.
3. Approve movement of Historic Columbia management only under RCCC.
4. Approve movement of CRC property management under RCCC and allow RCCC to provide guidance only to Historic Columbia for their management of County owned properties.
5. Consider motion and do not proceed.

E. Final Recommendation

Council’s discretion.


ATTACHMENT A

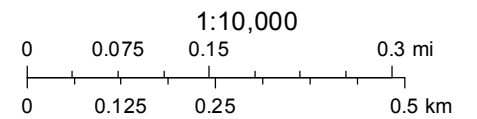


Viewer Map



May 3, 2017

 Parcels



Richland County
Richland County & Woolpert

HISTORIC COLUMBIA'S MISSION: Historic Columbia supports and protects the historical and cultural heritage of Columbia and Richland County through advocacy, education and preservation.

CONSERVATION COMMISSION'S MISSION: The Richland County Conservation Commission is charged with promoting the protection of the county's natural, historical, and cultural resources and promoting nature-based recreation and eco- and heritage tourism. The commission does this by negotiating voluntary protection strategies with landowners through conservation easements and land acquisition, and through grant programs and special projects.



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

REQUEST OF ACTION SUMMARY SHEET

Agenda Item No.: 4c Meeting Date: June 27, 2017

To: Gregory Pearce, Chair, Administration and Finance Committee
From: Legal
Department: Legal

Item Subject Title: Intergovernmental Agreement to Appoint Judge Caroline Streater to the position of City of Forest Acres Judge

Action Taken by Committee previously: None.

Options: 1. Approve the Agreement.

2. Do not approve the Agreement.

Motion Requested Today: This is a policy decision of Council. There is no staff objection to the request.

Staff Recommendation: This is a policy decision of Council. There is no staff objection to the request.

Impact of Action: Operating Budget: Not applicable.

Capital Budget: Not applicable.

Funding Amount/Source: There is no apparent financial impact associated with this request.

Requested by: Legal

Staff Representative: County Attorney Larry Smith

Outside Representative: None.

List of Attachments:

1. Detailed Request of Action

6/21/17
Date Submitted

Brandon Madden
Approved by the County Administrator's Office

6,3 & 8
Council District



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

REQUEST OF ACTION

Subject: Intergovernmental Agreement to Appoint Judge
Caroline Streater to the position of City of Forest Acres Judge

A. Purpose

To memorialize an agreement between the City of Forest Acres and Richland County relative to Judge Caroline Streater's appointment as Forest Acres City Court Judge.

B. Background / Discussion

Richland County Magistrate Judge Kirby Shealy is retiring on or about July 1, 2017, as a Magistrate and as a Forest Acres City Court Judge. Forest Acres City Council has voted to offer the position as Associate Forest Acres City Court Judge to Richland County Magistrate Judge Caroline Streater. As such, an intergovernmental agreement between the City of Forest Acres and Richland County, with concurrence by Judge Streater, is needed to memorialize this arrangement. The agreement is similar to agreements previously approved for other situations where Richland County Magistrates have also served as municipal judges in incorporated portions of Richland County.

C. Legislative / Chronological History

No legislative history for this matter. The request is new, and corresponds to the City of Forest Acre's offer of this position to Judge Streater.

D. Alternatives

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

E. Final Recommendation

This is a policy decision of Council. There is no staff objection to the request.

4. In order to compensate the County for the services of Richland County Magistrate Caroline W. Streater serving as City Associate Municipal Judge, the City shall pay the county the sum of One Thousand Five Hundred Eighty Three and 33/100 (\$1,583.33) Dollars per month or prorated portion thereof, plus the employer's share of FICA, State Retirement, and any other sums customarily paid by an employer, calculated on the monthly amount paid, said sum being due on or before the last day of each and every month that said judicial services are rendered. Said sum shall constitute the total compensation to Caroline W. Streater for services as Associate Municipal Judge. The County shall be responsible for all required deductions and reporting all sums for withholding, social security, unemployment and any other deduction on the sums paid for the judicial services of Caroline Streater.

5. All compensation for Richland County Magistrate Caroline W. Streater's services as a City Associate Municipal Judge, including but not limited to FICA and state retirement, shall be paid by the City according to paragraph 4 above. The sums paid to the County for the services of Richland County Magistrate Caroline W. Streater, less the deductions set forth herein, shall be duly paid to Caroline W. Streater. In the event that Richland County Magistrate Caroline W. Streater's services as a City Municipal Judge terminate for any reason, this Agreement shall automatically terminate, the compensation paid by the City to the County pursuant to this Agreement shall cease, and no further payments pursuant to this Agreement shall be made to Richland County Magistrate Caroline W. Streater or shall be due from the County or the City. It is further understood and agreed by the parties and by Caroline Streater, as evidenced by her consenting below, that for the purposes of determining Richland County Magistrate Caroline W. Streater's salary under S.C. Code Section 22-8-40(j) only, no monies paid pursuant to this Agreement shall constitute Richland County Magistrate Caroline W. Streater's salary from Richland County, but shall be considered merely as a pass through payment from the City for services rendered as a City Municipal Judge pursuant to this Agreement. As such, cessation of payments pursuant to this Agreement shall not constitute a reduction of salary under S.C. Code Section 22-8-40(j) and neither the County nor the City shall be required to pay Caroline W. Streater any monies to compensate for the loss of monies with the cessation of her services as a City Municipal Judge or under this Agreement.

6. This Agreement may be terminated, at any time, by the City, the County, or Caroline W. Streater by giving all other parties thirty (30) days written notice of termination.

7. This Agreement may be amended, modified or changed only by the written agreement of the Council of Richland County and Council of the City of Forest Acres; except that, the City reserves the right to alter or change, from time to time, the compensation rendered to Caroline W. Streater for her services to the City without further approval of the County. Any such change in compensation shall be timely reported to the County by the City.

8. The City shall be responsible for defending any and all claims, demands, and/or actions brought against the City and/or Caroline W. Streater while acting in her capacity as Associate Municipal Judge arising out of or from any act(s) and/or omissions(s) on the part of Caroline W. Streater during the course of providing such judicial services to the City.

9. The assignment of Caroline W. Streater as Associate Municipal Judge for the City shall be made by the Chief Summary Court Judge for Richland County in accordance with the terms of this Agreement. Additionally, the City shall comply with the requirements of S.C. Code Ann, Section 14-25-15, and in particular (i) shall pursuant to subsection (A) appoint Magistrate Caroline W. Streater to serve for a term not to exceed four years and until her successor is appointed and qualified; and (ii) shall pursuant to subsection (B) notify the South Carolina Court Administration of the appointment of Magistrate Caroline W. Streater as Associate Municipal Judge for Forest Acres.

IN WITNESS WHEREOF, WE THE UNDERSIGNED have this _____ day of _____, 2017, set our hand(s) and seal(s) here to.

WITNESSES:

RICHLAND COUNTY

By:
Richland County Council Chairperson

CITY OF FOREST ACRES

By: Frank J. Brunson,
Mayor of the City of Forest Acres

I So Consent and Agree:

Caroline W. Streater, Richland County Magistrate

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN RICHLAND COUNTY, SOUTH CAROLINA AND A COMPANY KNOWN AS PROJECT AEGIS AND OTHER MATTERS RELATED THERETO

WHEREAS, Richland County, South Carolina (“County”), acting by and through its County Council (“County Council”) is authorized and empowered under and pursuant to the provisions of Title 4, Chapter 9, Code of Laws of South Carolina, 1976, as amended, to make and execute contracts;

WHEREAS, the County is negotiating with a company known as Project Aegis (“Company,” together with the County, “Parties,” each, a “Party”) regarding a potential, significant investment in the County (“Investment”);

WHEREAS, the commitments of each Party regarding the Investment are set forth in a confidential Memorandum of Understanding (“MOU”) by and among the Parties; and

WHEREAS, the terms of the MOU relating to the County have been negotiated by the County’s Economic Development Director, and County Council has been advised regarding the terms of the MOU in executive session.

NOW, THEREFORE, BE IT RESOLVED by the County Council in meeting duly assembled:

1. In the name of and on behalf of the County, the Chairperson of the County Council (“Chair”) or the County Administrator (“Administrator”) is authorized and directed to execute the MOU on behalf of the County. The Clerk of the County Council is authorized to and directed to attest to the MOU, and the Chair or the Administrator is authorized and directed to deliver the Agreement to the Company for execution. The Chair or the Administrator may approve and execute modifications and amendments to the MOU, which, after consultation with counsel and the County’s Economic Development Director, do not substantially modify the terms of the MOU as presented to County Council in executive session.

2. The County Council and the duly elected or appointed officials of the County shall take any and all further action as may be reasonably necessary to effect the Investment contemplated by this Resolution and the MOU.

3. All resolutions, and parts thereof in conflict with this Resolution are, to the extent of such conflict, hereby repealed.

4. Should any part, provision, or term of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding or determination shall not affect the rest and remainder of the Resolution or any part, provision or term thereof, all of which is hereby deemed separable.

DONE AND PASSED this ____ day of July, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson
Chairperson, Richland County Council

ATTEST:

Michelle Onley
Interim Clerk, Richland County Council

~#4850-4104-1482 v.2-6/22/17

RESOLVED: July 11, 2017

RICHLAND COUNTY, SOUTH CAROLINA

Chair, Richland County Council

(SEAL)
ATTEST:

Clerk to County Council



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Keith Tolen

Home Address: 1 Newport Drive, Columbia, SC 29223

Telephone: (home) 803-736-3844

(work) same

Office Address:

Email Address: redbowtie1@gmail.com

Educational Background: MASTER in ED. FMU - BS Art ED SCSCU.

Professional Background: Retired teacher - Kershaw County

Male

Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Hospitality tray.

Reason for interest: I am a member of the arts community and would like to do my civic duty.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission:

A retired Educator & working visual artist 30 year Richland County resident

Presently serve on any County Committee, Board or Commission? NO

Any other information you wish to give? NO

Recommended by Council Member(s): NO

Hours willing to commit each month: AS Needed.

CONFLICT OF INTEREST POLICY



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: Helen B. Woods

Home Address: 1024 Goodwin Road Gadsden, SC 29052

Telephone: (home) 803-353-9720 (cell/work) 803-727-7717

Office Address: Retired

Email Address: HelenWoods28@outlook.com

Educational Background: MHA, BS Pharmacy, Executive Leadership Training

Professional Background: Retired Chief Pharmacist, Performance Improvement

Male [] Female [] Age: 18-25 [] 26-50 [] Over 50 [x]

Name of Committee in which interested: Palmetto Health Board of Trustees

Reason for interest: Trained in Health Care Administration & Policy

Interested in promoting preventive healthcare as well as cutting edge technology in Richland Cty

Commission: MHA, HealthCare Executive Leadership, BS Pharmacy, Baldrige, Lean Six Sigma Training

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Work in Health Promotion & Dz Prevention in Gadsden community

Recommended by Council Member(s):

Hours willing to commit each month: As many as necessary

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: _____

Helen B Woods

Applicant's Signature

June 12, 2017

Date

Return to:

Clerk of Council, Post Office Box 192, Columbia, SC 29202.

For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>6-17-17</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Benjamin P. Mustian

Home Address: 5 Highhill Court, Columbia, SC 29209

Telephone: (home) (cell) 803-608-3804 (work) 803-252-3300

Office Address: 930 Richland Street (29201), P.O Box 8416, Columbia, SC 29202-8416

Email Address: bmustian@willoughbyhoefer.com

Educational Background: Wake Forest University (B.A. 1997), USC School of Law (2000)

Professional Background: Attorney/Shareholder Willoughby & Hoefler, P.A.

Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Richland Memorial Hospital Board of Trustees

Reason for interest: Please see attached.

Your characteristics/qualifications, which would be an asset to Committee, Board or
Commission:

Please see attached.

Presently serve on any County Committee, Board or Commission? No. Previous Member of
Richland Memorial Hospital Board of Trustees (2015-2016)

Any other information you wish to give? Please see attached.

Recommended by Council Member(s): Greg Pearce

Hours willing to commit each month: Any number of hours that may be required.

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

Yes _____ No X _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

Do you have any financial or personal interest in any business or corporation (profit or not-for-profit) that could be potentially affected by the actions of the Committee, Board or Commission?

Yes _____ No X _____

If so, describe: _____



Applicant's Signature

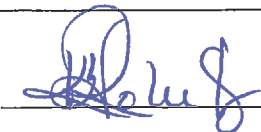
4/10/2017

Date

**Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.**

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>4-11-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved 143 of 229 <input checked="" type="checkbox"/> Denied <input type="checkbox"/> On file	

Statement of Interest for Benjamin P. Mustian
Candidate for Richland Memorial Hospital Board of Trustees

I was greatly honored to have been appointed by Richland County Council to the Richland Memorial Board of Trustees from 2015 through 2016. During my tenure, I had the opportunity to expand my understanding of the positive impact Palmetto Health, and specifically, Palmetto Richland, has had on our community. Through my work as a member of the Palmetto Richland Finance Committee and as Board Representative to the Palmetto Health Audit, Compliance, and Finance Committee, I witnessed first-hand the Board's ability to influence and facilitate the health and well-being of the citizens of Richland County and surrounding areas. My understanding of the leadership and governance of Palmetto Health also grew through my service on the Palmetto Health Administrative Fellowship Search Committee. These experiences were enlightening and rewarding, and I would be honored to renew and continue my service to the County, should the Council reappoint me to the Board.

Moreover, as reflected on my curriculum vitae, a copy of which is attached for your review, my legal practice involves representing clients on a variety of health care related matters, including the need for and impact of expanding health care services across the state. I believe that my educational and professional background and experience has been and would be beneficial to the Richland Memorial Hospital Board of Trustees and to the health care needs of our community.

Thank you for your time and consideration of my application, and I look forward to the opportunity to again serve in this most important role. Please do not hesitate to contact me if you have any questions or require any additional information.

Benjamin P. Mustian

WILLOUGHBY & HOEFER, P.A.

930 Richland Street (29201)

Post Office Box 8416

Columbia, South Carolina 29202-8416

Office: (803) 252-3300 Cell: (803) 608-3804

bmustian@willoughbyhoefer.com

EDUCATION

University of South Carolina School of Law

Juris Doctor, 2000

Wake Forest University

Bachelor of Arts, 1997

LEGAL

EMPLOYMENT

Willoughby & Hoefer, P.A.

Shareholder, Attorney (April 2006 until Present)

– Represent individual, corporate, and governmental clients in a variety of matters including litigation, health care law, administrative law, utility law, regulatory compliance, corporate matters, commercial transactions, election law, redistricting law, and governmental ethics matters. A significant portion of my practice relates to the representation of health care clients on Certificate of Need applications, licensure issues, and financial matters.

South Carolina Office of Regulatory Staff

Attorney (October 2004 until April 2006)

– Represented a state agency in public utility matters, including electric, gas, telecommunications, water, wastewater, and motor vehicle carrier rate making proceedings, complaints, and other requests for relief pending before the Public Service Commission of South Carolina.

South Carolina House of Representatives, Judiciary Committee

Chief Counsel (June 2003 until October 2004);

Staff Counsel (July 2000 until June 2003)

– Represented members of the South Carolina General Assembly and assisted with legislative matters pending before the House Judiciary Committee, the House Legislative Ethics Committee, and the Judicial Merit Selection Committee.

ADMISSIONS

South Carolina
District of Columbia
United States Supreme Court
U.S. Court of Appeals for the Fourth Circuit
U.S. Court of Appeals for the Federal Circuit
U.S. Court of Federal Claims
U.S. District Court for the District of South Carolina

OTHER

Richland Memorial Hospital Board of Trustees (2015-2016)
Alzheimer's Association – South Carolina Chapter,
Former Chair (2011-2014) and Former Board Member (2004-2014)
Leadership Columbia, Class of 2014
Certified South Carolina Circuit Court Mediator
Member, current Vestry Member, St. John's Episcopal Church

PUBLICATIONS

South Carolina Administrative Practice & Procedure
Professional and Occupational Licenses
(South Carolina Bar 2013 (3rd ed.))
– Co-authored a chapter on the regulation of professional and occupational licensees and the representation of clients before South Carolina Labor, Licensing, and Regulation boards charged with the regulation of professional and occupational practitioners.

WILLOUGHBY & HOEFER, P.A.
ATTORNEYS & COUNSELORS AT LAW

MITCHELL M. WILLOUGHBY
JOHN M.S. HOEFER
RANDOLPH R. LOWELL**
TRACEY C. GREEN
BENJAMIN P. MUSTIAN**
ELIZABETH ZECK*
ELIZABETHANN LOADHOLT CARROLL
CHAD N. JOHNSTON
JOHN W. ROBERTS
ANDREW J. D'ANTONI

ELIZABETH S. MABRY
JAMES PATRICK HUDSON
OF COUNSEL

JOSEPH H. FARRELL, III
SPECIAL COUNSEL

OFFICES:

COLUMBIA

930 RICHLAND STREET
P.O. BOX 8416
COLUMBIA, SC 29202-8416

CHARLESTON

151 MEETING STREET
SUITE 325
P.O. Box 10
CHARLESTON, SC 29402

AREA CODE 803
TELEPHONE 252-3300
TELECOPIER 256-8062

April 10, 2017

*ALSO ADMITTED IN TX

**ALSO ADMITTED IN WASHINGTON, D.C.

VIA U.S. AND ELECTRONIC MAIL

Michelle Onley
Deputy Clerk of Council
Post Office Box 192
Columbia, South Carolina 29202
onleym@rcgov.us

Re: Application for Service on the Richland Memorial Hospital Board of Trustees

Dear Ms. Onley:

Enclosed, please find my application to serve on the Richland Memorial Hospital Board of Trustees, which I respectfully submit for the Council's consideration. As reflected in the attached Statement of Interest and curriculum vitae, I believe that my past service on the Board from 2015 through 2016, as well as my background and experience would be beneficial to the Board and to the health care needs of our community. Accordingly, I would greatly appreciate the opportunity to again be of service to the Board and to the Council.

If you or the Council members have any questions or require any additional information, please do not hesitate to contact me. Thank you for your kind assistance with this matter.

Very truly yours,

WILLOUGHBY & HOEFER, P.A.



Benjamin P. Mustian

Enclosures

cc: rccoco@rcgov.us



**APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION**

Applicant must reside in Richland County.

Name: Richard J. Wassermann, MD, MPH, FACS

Home Address: 1400 Adger Road, Columbia, SC 29205

Telephone: (home) 803-736-4058 (work) 803- 779- 1200

Office Address: 1220 Blanding Street, Columbia, SC 29201

Email Address: rjwpsc@bellsouth.net

Educational Background: Doctor of Medicine, Master of Public Health, BA Honors, Healthcare Economics. Please see attached CV.

Professional Background: Board Certified Plastic Surgeon in practice 20 years

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: **Richland Memorial Board of Trustees**

Reason for interest: In today's complex and rapidly evolving health care environment, I hope to help guide Palmetto Health Richland in fulfilling its commitment to the residents of Richland County.

Your characteristics/qualifications, which would be an asset to Committee, Board or Commission: My professional and educational background as well as 20 years of clinical practice and the construction and management of my accredited office based surgery center put me in a position to serve the residents of Richland County.

Presently serve on any County Committee, Board or Commission? No

Any other information you wish to give? Please see attached CV.

Recommended by Council Member(s): Application in response to Public Notice

Hours willing to commit each month: 15 to 25 hrs per month

CONFLICT OF INTEREST POLICY

It is the policy of Richland County to require disclosure of any personal or financial interest that may be influenced by decisions of the Committee, Board or Commission for which any citizen applies for membership.

Such conflict of interest does not preclude service but shall be disclosed before appointment. The Clerk of Council shall be notified of any change on an annual basis and members of all Committees, Boards or Commissions shall be required to abstain from voting or influencing through discussion or debate, or any other way, decisions of the Committee, Board or Commission affecting those personal and financial interests.

All statements so filed shall be signed and verified by the filer. The verification shall state that the filer has used all reasonable diligence in its preparation, and that to the best of his or her knowledge, it is true and complete.

Any person who willfully files a false or incomplete statement of disclosure or no change of condition, or who willfully fails to make any filing required by this article, shall be subject to such discipline, including censure and disqualification from the Committee, Board or Commission, by majority vote of the council.

Have you been convicted or pled no contest of a crime other than minor traffic violations; checking yes does not automatically preclude you from consideration for appointment.

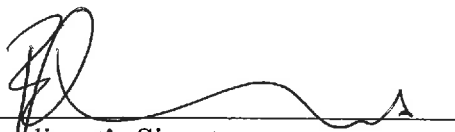
Yes _____ No X _____

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 X _____ No _____

If so, describe: Medical Director of Plastic Surgery Consultants, LLC _____

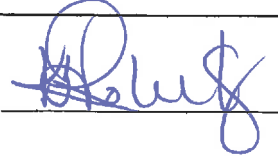

Applicant's Signature

6/17/17
Date

Return to:
Clerk of Council, Post Office Box 192, Columbia, SC 29202.
For information, call 576-2060.

One form must be submitted for each Committee, Board or Commission on which you wish to serve.

Applications are current for one year.

Staff Use Only	
Date Received: <u>6-19-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Curriculum Vitae
Richard J. Wassermann, MD, MPH, FACS

- Current Position** **Plastic Surgery Consultants, LLC – Medical Director**
1220 Blanding Street, Columbia, SC 29201
(803) 779-1200, FAX (803) 779-1220
- 2017 **Allergan Corporation-Consultant**
Advisory Board Member
- 2016-2017 **Life Cell Corporation-Consultant**
Advisory Board Member
- 1997-present **Palmetto Health Richland Facial Trauma Call Panel, Columbia, SC**
Member
- 1997-2005 **Richland Memorial Hospital Wound Healing Center, Columbia, SC**
Consulting Physician
- 1997-2002 **University of South Carolina School of Medicine, Columbia, SC**
Associate Professor of Surgery, Division of Plastic and Reconstructive Surgery
Assistant Professor of Surgery (1997-2001)
Two Richland Medical Park, Suite 302
Columbia, SC 29203
- University of South Carolina School of Public Health, Columbia, SC**
Adjunct Assistant Professor, Department of Health Administration
- South Carolina Center for Cleft Palate/Craniofacial Deformities, Columbia, SC, Attending Plastic Surgeon**
- Surgical Training**
- 1994-1997 **University of South Florida College of Medicine, Tampa, FL**
Plastic Surgery Residency
- 1990-1994 **University of Chicago Hospitals, Chicago, IL**
General Surgery Residency
- Education**
- 1986-1990 **Tulane University School of Medicine, New Orleans, LA**
Doctor of Medicine
A.O.A. eligible, ranked top 25% of class
- 1987-1990 **Tulane University School of Public Health & TM, New Orleans, LA**
Master of Public Health
Major in Health Systems Management
Delta Omega Honor Society
- 1982-1986 **University of Pennsylvania, Philadelphia, PA**
Bachelor of Arts Cum Laude
Honors Major in Economics, Minor in Chemistry
Entered university after junior year of high school

- Professional Societies** South Carolina Society of Plastic & Reconstructive Surgeons, Past President
American Society of Plastic Surgeons, Active Member
American College of Surgeons, Fellow
Plastic Surgery Research Council, Active Member
American Society of Aesthetic Plastic Surgeons, Active Member
South Carolina Medical Association, Member
- Honors** **Teacher of the Year Nominee**, University of South Carolina SOM 2001-2002
Visiting Professor, Division of Plastic & Reconstructive Surgery,
University of Louisville SOM, 08/2000
Commendation for Outstanding Resident Teaching,
University of Chicago Hospitals, 1990/1993
Spirit Award, Lutheran General Hospital, 1991/1993
- Grants** **Human Genome Sciences, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR- Protocol WHO#4 \$171,000, 2001.
- Aesthetic Surgery Education & Research Foundation**-Cox-2 and TGFB
Isoform Expression in Periprosthetic Capsular Contracture, \$10,000.00, 2001-
2002.
- Immunex Pharmaceuticals, Inc.**-Phase II Clinical Trial, PRINCIPAL
INVESTIGATOR-Protocol #001.0020. \$50,000, 2000-2001.
- Southeastern Society of Plastic & Reconstructive Surgeons**-Breast Reduction
Outcomes, Efficacy and Economic Analysis, \$7000.00, 2000-2001.
- Ortho-McNeil Pharmaceuticals, Inc.**-Phase IV Clinical Trial, PRINCIPAL
INVESTIGATOR-CAPSS-083, \$75,000.00, 1999-2000.
- Robert Wood Johnson Research Institute**-Phase III, Clinical Trial, CO-
INVESTIGATOR-PDGF-PULC-002, \$75,000.00, 1997-1999.
- Plastic Surgery Educational Foundation**-Reduction of Local Recurrence of
Mammary Neoplasms by Flap Reconstruction, \$5000.00, 1995-1996.
- Professional Certification** 1999 Diplomate, **American Board of Plastic Surgery**, current
1997 South Carolina License, current
1995 Florida License, current
1990 Louisiana License, current

Appointments

- 2011- current **Palmetto Health Breast Center Advisory Committee**, Plastic Surgery Representative
- 2001-2002 **University of South Carolina SOM**, Research Strategic Planning Committee
- 2000-2002 **University of South Carolina SOM**, Research Advisory Council Member
- 2000-2002 **University of South Carolina SOM**, Class Advisor
- 2000-2003 **Advances in Skin and Wound Care**, Springhouse Corporation, Peer Review Panel
- 1999-2002 **University of South Carolina SOM**, M-IV Plastic Surgery Course Co-Director
- 1997-2000 **University of South Carolina SOM**, Curriculum Committee, Department of Surgery Representative
- 1998-2002 **University of South Carolina**, Undergraduate Preprofessional Advisor Committee Member
- 1998-2002 **University of South Carolina SOM**, Capstone Course Director, Plastic Surgery
- 1997 **THINC Faculty Seminar**, Invited Participant, Dallas, TX
- 1995-1997 **American Society of Plastic Surgeons**
Young Plastic Surgeons Committee
Delegate, AMA-Resident Physician Section
Alternate Delegate, AMA-Resident Physicians Section

Research

- Current "OR Variable Demand and Efficiency"
- Current "Prepectoral Breast Reconstruction in Patient's with Elevated BMIs"
- 2001 to 2005 "Modulation of Pro-inflammatory Cytokines in Periprosthetic Capsular Contracture."
- 1999 to Present "Reduction Mammoplasty, Efficacy, Satisfaction and Economic Analysis."
- 1996 to 2002 "Apoptosis Modulation in Wound Healing."

Publications

1. Merrill, J.C., **Wassermann, R.J.**: Growth in National Expenditures: Additional Analyses. Health Affairs; 4(4):91, 1985.
2. **Wassermann, R.J.**: Medical Malpractice Insurance Market Reform: Marginal Cost Pricing and First Party Insurance. Senior Honors Thesis; University of Pennsylvania, 1986.
3. **Wassermann, R.J.**, Saroyan, R.M., Janet, J.C., Kerstein, M.D.: Infra inguinal Revascularization for Limb Salvage in Patients with End-Stage Renal Disease. S Med Journal; 84:190, 1991.
4. **Wassermann, R.J.**, Greenwald, D.: Debilitating Granuloma of the Penis and Scrotum. Ann Plast Surg; 35:505, 1995.
5. **Wassermann, R.J.**, Howard, R., Markee, B., Greenwald, D.: Optimization of the MGH Repair Using a Systematic Algorithm for Tenorrhaphy Evaluation. Plast & Reconstr Surg; 99:1688, 1997.
6. Greenwald, D.P., **Wassermann, R.J.**, May, J.W.: Development and Optimization of the MGH Repair: An Algorithm for Tenorrhaphy Evaluation. Op Tech in Plast & Reconstr Surg; 4:17, 1997.
7. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Plastic Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, 1998.
8. **Wassermann, R.J.**, Polo, M., Smith, P., et al. Differential Production of Apoptosis-Modulating Proteins in Patients with Hypertrophic Burn Scar. J of Surg Res; 75: 74-80, 1998.
9. Smith, P., Stadlemann, W., **Wassermann, R.J.**, et al. Benign Symmetric Lipomatosis "Madelung's Disease": A Case Report. Ann Plas Surg; 41:671, 1998.
10. Robson, M.C., Maggi, S.P., Smith, P., **Wassermann, R.J.**, et.al. Ease of Wound Closure as an End Point of Treatment Efficacy. Wound Rep Reg; 7 (2): 90, 1999.
11. **Wassermann, R.J.**, Greenwald, D.P.: Stenosing Tenosynovitis in Hand and Wrist Surgery Secrets. Weinzwieg, J., ed. Hanley & Belfus; Philadelphia, PA 1999
12. Greenwald, D.P., **Wassermann, R.J.**, Deluca, L. An Algorithm for Tenorrhaphy Evaluation. Adv Plas & Reconstr Surg; 16, 1999.
13. Daysart, F., Greenwald, D.P., **Wassermann, R.J.**, et al. An Update in Management of Flexor Tendon Injuries. Florida Medical Journal; 86(2) (92-96), 2000.
14. Corarrudias, L.G., Bartlett, R., Barratt, D.M., **Wassermann, R.J.**, Rhino-Orbital-Cerebral Mucormycosis due to "Apophysomyces Elegans" in an Immunocompetent Individual: A Case Report and Review of the Literature. J Trauma; 50 (2): 353-7, 2001.

Presentations

"Body Contouring After Massive Weight Loss Surgery: An Individualized A." Palmetto Health Weight Management Center, Columbia, SC, 08/2016, 11/2005

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2002.

"Value." University of South Carolina SOM, Pearls of Wisdom Lecture, Columbia, SC 06/2002.

"*The Burden of Lower Extremity Ulcers in the United States.*" Wound Healing Society, Baltimore, MD 05/2002.

"*Cox-2 and TGF-B Isoform Expressions in Periprosthetic Capsular Contracture.*" American Society for Aesthetic Surgery, Las Vegas, NV 04/2002. (American Society for Aesthetic Surgery 2001 Research Grant).

"*Update-Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" South Carolina Society of Plastic Surgeons, Columbia, SC 02/2002.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC 10/2001.

"*Reduction Mammoplasty: Efficacy, Outcomes, and Resource Utilization.*" Southeastern Society of Plastic Surgeons, Buena Vista, FL 06/2001. (Southeastern Society of Plastic Surgeons Research Grant).

"Breast Reconstruction: An Individualized Approach." Baptist Hospital Breast Health Center, Columbia, SC, 05/2001.

"Breast Reconstruction-A Personalized Approach." Reach to Recovery-Health South Rehabilitation Hospital, Columbia, SC 01/2001.

"Embryology of the Face." Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/2000.

"*Growth Factors and Beyond in Wound Healing.*" Visiting Professor, University of Louisville SOM, Division of Plastic Surgery, Grand Rounds, Louisville, KY, 08/2000.

"Economic Impact of Chronic Wounds." Symposium Chairman-OCC Educational Foundation, Toronto, CAN, 06/2000.

"Distraction Osteogenesis of the Craniofacial Skeleton." South Carolina Craniofacial Symposium, Columbia, SC, 04/2000.

"Growth Factors and Beyond." Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 03/2000.

“Growth Factors and Beyond.” South Carolina Chapter American College of Surgeons, Columbia, SC, 02/2000.

“A Rational Approach to Wound Healing in the 20th Century.” Family Practice Grand Rounds, University of South Carolina SOM, Columbia, SC, 02/2000.

“Pressure Ulcers – A Rational Approach to Treatment.” Wound Healing Centers of Excellence Symposium, Columbia, SC, 12/1999.

“Diabetic Full Thickness Neuropathic Ulcers.” The Case for Growth Factors, Wounds 2000 Symposium, Columbia, SC, 11/1999.

“Embryology of the Face.” Graduate Genetics Lecture, University of South Carolina, Columbia, SC, 09/1999.

“Exogenous rh TGFB₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.” 3rd Joint Meeting of the European Tissue Repair Society and the Wound Healing Society, Bordeaux, France, 08/1999.

“Exogenous rh TGFB₂ Decreases Apoptosis in an In Vivo Human Proliferative Scar Model.” Plastic Surgery Research Council, Pittsburgh, PA, 05/1999.

“A Rational Approach to Wound Care.” Health Learning Systems, Dallas, TX, 05/1999.

“The Role of Growth Factors in Wound Healing.” Ortho-McNeil Pharmaceuticals, Inc., Consultant, Educational Program, San Francisco, CA, 12/1998.

Research Conference Institute for Tissue Repair, Regeneration & Rehabilitation, Bay Pines, FL, 11/1998.

Maggi, S.P., Smith, P., **Wassermann, R.J.** et al. “Ease of Wound Closure as an End Point of Treatment Efficacy.” Wound Healing Society, Salt Lake City, UT, 06/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Spartanburg Regional Medical Center, Spartanburg, SC, 05/1998.

“Growth Factors and Beyond.” Hyperbaric Medical Society, HBO Symposium, Columbia, SC, 04/1998.

“Tumors of the Upper Extremity.” Department of Surgery Grand Rounds, Richland Memorial Hospital, Columbia, SC, 02/1998.

“Why Managed Care?” Annual Congress of the South African Society of Plastic and Reconstructive Surgeons, Capetown, SA, 10/1997.

“Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.” American Burn Association, New York, NY, 03/1997.

“Differential Production of Apoptosis Modulating Proteins in Patients with Hypotrophic Burn Scars.” Plastic Surgery Research Council, Galveston, TX, 02/1997.

“Why Managed Care?” Florida Society of Plastic and Reconstructive Surgeons, Boca Raton, FL, 12/1996.

“A Systematic Approach to Biomechanical Analysis and Design Optimization of Flexor Tenorrhaphy Techniques.” American Society of Plastic Surgeons, Dallas, TX, 11/1996.

“Why Managed Care?” Division of Plastic Surgery Ground Rounds, Oregon Health Sciences University, Portland, OR, 11/1996.

“Dynamic Analysis of Flexor Tendon Repairs in Human Hands: Strength, Toughness and Operator Variability.” American Association for Hand Surgery, Palm Springs, CA, 01/1996.

“Flexor Tendon Repairs: Development of a Superior Technique.” Southeastern Society of Plastic and Reconstructive Surgeons, Ponte Vedre Beach, FL, 06/1995.

**Italics*-denotes scientific abstracts



REPORT OF THE TRANSPORTATION AD HOC COMMITTEE MEETING HELD JUNE 6, 2017

Transportation Improvement Contract Award

Background:

This contract includes resurfacing of 23 Road, the paving of 19 dirt roads, and construction of sidewalk along Capers Avenue from the intersection of S. Ravenel Street to S. Ott Street. There were 4 bidders. The lowest bid, from Palmetto Corporation, was 27.5% below the Engineer's estimate

Committee Action:

N/A: The recommendation for award/rejection goes straight to Council

Recommendation:

Recommendation is to award the contract to the lowest responsive and responsible bidder, Palmetto Corporation, in the amount of \$5,717,285.75. It is further recommended that the approval of the award also include a 10% construction contingency of \$571,728.58 and utility relocation contingency of \$44,290.83 for a total cost of \$6,333,305.16.

Resurfacing: Milling, full depth patching, full depth cement stabilization, and/or resurfacing of roadways located within Richland County:

Cedar Lake Rd.	Montreat Ct.	Summit Parkway
Frontier Rd.	Hickory Ridge Dr.	Gatlin Ct.
Gatlin Dr.	Harwood Dr.	Padgett Rd.
Powers Ct.	Bentwood Ct.	Cooper Rd.
Calico Cir.	Calico Ln.	Irish Ct.
Parkinson Dr.	Sherry Ct.	Beatty Downs Rd.
Stoopwood Ct.	Arborage Cir.	Old Well Rd.
W. Ashford Ct.	W. Ashford Way.	

Dirt Roads: The work consists of complete sitework and traffic control including, but not limited to: clearing and grubbing, demolition, unclassified excavation, borrow excavation, sub-base, cement stabilized, earth base and aggregate base courses, asphalt surface course, pavement markings, signage, storm drainage piping and structures, grassing and erosion control measures located within Richland County:

Amenity Ct	Shady Grove Ch. Rd.	Della Mae Ct.
Minger Rd.	Paul Rd.	Jeter St.
Ashbury St.	Westchester Ave.	Tuck Ct.
Archer Ave.	Robert James Rd.	Tucker Town Ct.
Deloach Dr.	Cabin Cove Rd.	Miller Rd.
Normandy Rd.	Hattie Rd.	Nassau Rd.
Pringle Rd.		

Sidewalk Installation: Installation of approximately 176 SY of 5' wide 4" uniform concrete sidewalk, installation of approximately 117 SY of 5' wide 6" uniform concrete sidewalk and removal of 2 drop inlets and installation of 2 catch basins type 9 located within Richland County: Capers Avenue



Richland County Procurement Department

2020 Hampton Street, Suite 3064
Columbia, South Carolina 29204
Telephone: 803-576-2130
Facsimile: 803-576-2135

Date: June 16, 2017

To: Mr. Gerald Seals, County Administrator

From: Jennifer Wladischkin, Acting Director/Manager- Procurement
Tony Edwards, Acting Director- Transportation

Subject: Transportation Improvement Project 1, Project No. PDT-658-IFB-2017

Request:

This memorandum is to recommend award of the Transportation Improvement Project 1, Project No. PDT-658-IFB-2017 to Palmetto Corp of Conway.

Background:

In May 2017 an Invitation for Bids was issued for Transportation Improvement Project 1, Project No. PDT-658-IFB-2017. On June 8, 2017 the bids were opened and there were four submittals from Palmetto Corp of Conway, The Lane Construction Corp, C. R. Jackson, Inc., and Cherokee, Inc. Submittals were evaluated by Procurement, Transportation and Richland PDT. In concurrence with Richland PDT, both Procurement and Transportation recommend award to the lowest, responsive, responsible bidder- Palmetto Corp. of Conway. Their bid in the amount of \$5,717,285.75 is 27.5% below the Engineer's Estimate and they exceed the 6% Small Local Business Enterprise (SLBE) goal for this project. It is recommended that a 10% construction contingency of \$571,728.58 and a utility relocation contingency of \$44,290.83 be included for a project total of \$6,333,305.16.

By signing this, I attest the documents provided have been reviewed and approved by the Procurement Department and comply with County Procurement Policies.

A handwritten signature in blue ink that reads "Jennifer Wladischkin".

Jennifer Wladischkin
Acting Director/Manager of Procurement

By signing this, I attest the documents provided have been reviewed and approved by the Transportation Department from a technical review of the scope and fee.

A handwritten signature in blue ink that reads "Tony Edwards".

Tony Edwards
Acting Director of Transportation



TRANSPORTATION PROGRAM

June 13, 2017

Mr. Tony Edwards
Acting Director of Transportation
Richland County Government
P.O. Box 192
Columbia, South Carolina 29202

RE: Transportation Improvement Contract 1
Project No. PDT-658-IFB-2017

Dear Mr. Edwards:

A bid opening was held at 3:00 PM on Thursday, June 8, 2017 at the Richland County Office of Procurement at 2020 Hampton Street for the Transportation Improvement Contract 1 Project. The Richland Program Development Team has reviewed four (4) submitted bids for the Richland County Transportation Improvement Contract 1 Project and found no irregularities in the bids. The bids received were as follows:

Palmetto Corp of Conway	\$5,717,285.75
The Lane Construction Corporation	\$5,928,303.19
C.R. Jackson, Inc.	\$7,637,638.76
Cherokee, Inc.	\$8,204,669.56

Further review shows that Palmetto Corp of Conway is duly licensed in South Carolina to perform this work. A copy of their license is attached.

A mandatory Pre-Bid Conference was held at 10:30 AM on May 15, 2017, during which attendees gained information and bidding directives for the project. The Sign-In Sheet for the mandatory Pre-Bid Conference 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 27.5% below the Engineer's estimate of \$7,885,759.81 for the project. A review of the low bid shows a commitment of 6.03% utilization of Small Local Business Enterprise (SLBE) companies which exceeds the 6% goal for this project.

Richland PDT recommends that a contract be awarded to the lowest responsive and responsible bidder, Palmetto Corp of Conway. It is further recommended that the approval of the award also

include a 10% contingency of \$571,728.58 and a utility relocation contingency amount of \$44,290.83 for a total contingency amount of \$616,019.41.

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: Janet Jones, Richland PDT

Attachments:

Certified Bid Tab

Bid Form – Palmetto Corp of Conway

Bid Comparison to Engineering Estimate

Mandatory Pre-Bid Sign In Sheets

Palmetto Corp of Conway License Confirmation

Palmetto Corp of Conway SLBE Participation Sheet



TRANSPORTATION PROGRAM

TRANSPORTATION IMPROVEMENT CONTRACT 1
Bid Tabulation Sheet
PDT-658-IFB-2017
June 8, 2017 @ 3 PM

RICHLAND COUNTY
PROCUREMENT DEPT

2017 JUN -8 PM 3:00

BIDDER	TOTAL BID
C.R. Jackson Corp.	7,637,638.76
Cherokee	8,204,669.56
Lane Construction	5,928,303.19
Palmetto Corp of Conway	5,717,285.75

CERTIFIED BY *Paul Collins*



**2017 RICHLAND COUNTY
PACKAGE TRANSPORTATION IMPROVEMENT CONTRACT 1**

APP. 1.103

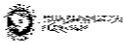
LENGTH (MI) 10.356

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	LS	NEC.	\$ 245,000.00	\$ 245,000.00
1032010	BONDS AND INSURANCE	LS	NEC.	\$ 100,000.00	\$ 100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	EA	NEC.	\$ 82,000.00	\$ 82,000.00
1071000	TRAFFIC CONTROL	LS	NEC.	\$ 157,000.00	\$ 157,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	LS	NEC.	\$ 120,000.00	\$ 120,000.00
2012050	CLEARING & GRUBBING - DRAINAGE EASEMENT	LS	NEC.	\$ 9,500.00	\$ 9,500.00
2014000	SELECTED CLEARING AND GRUBBING	LS	NEC.	\$ 3,700.00	\$ 3,700.00
2021005	REMOVAL & DISPOSAL OF EXISTING CATCH BASIN	EA	1.000	\$ 925.00	\$ 925.00
2021010	REMOVAL AND DISPOSAL OF EXISTING DROP INLET	EA	2.000	\$ 925.00	\$ 1,850.00
2022000	REMOVAL & DISPOSAL ITEM NO. 1	EA	1.000	\$ 1,500.00	\$ 1,500.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	SY	3,311.000	\$ 29.00	\$ 96,019.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	SY	936.000	\$ 15.00	\$ 14,040.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	CY	3.000	\$ 21.00	\$ 63.00
2028000	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	LF	1,895.000	\$ 10.25	\$ 17,373.75
2031000	UNCLASSIFIED EXCAVATION	CY	11,395.000	\$ 12.50	\$ 142,437.50
2033000	BORROW EXCAVATION	CY	3,133.000	\$ 17.00	\$ 53,261.00
2052000	NO. 57 STONE FOR BACKFILL	TON	42.000	\$ 42.00	\$ 1,764.00
2081001	FINE GRADING	SY	45,580.000	\$ 2.35	\$ 107,113.00
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	SY	4,498.000	\$ 10.75	\$ 48,353.50
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	SY	8,168.000	\$ 12.20	\$ 99,817.60
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	SY	1,819.000	\$ 16.30	\$ 29,649.70
3083308	CEMENT RECYCLED MODIFIED BASE (8" UNIFORM)	SY	3,240.000	\$ 14.50	\$ 46,980.00
3084000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE	TON	65.000	\$ 160.00	\$ 10,400.00
3088900	MAINTENANCE STONE	TON	460.000	\$ 36.00	\$ 16,560.00
3071060	CEMENT STABILIZED EARTH BASE COURSE (6" UNIFORM)	SY	18,734.000	\$ 7.25	\$ 135,821.50
3071080	CEMENT STABILIZED EARTH BASE COURSE (8" UNIFORM)	SY	6,088.000	\$ 7.25	\$ 44,000.25
3072000	PORTLAND CEMENT FOR CEMENT STAB. EARTH BASE COURSE	TON	333.000	\$ 160.00	\$ 53,280.00
3100330	HOT MIX ASPHALT BASE COURSE - TYPE C	TON	1,852.000	\$ 99.00	\$ 183,348.00
4011004	LIQUID ASPHALT BINDER PG64-22	TON	1,187.000	\$ 500.00	\$ 593,500.00
4012030	FULL DEPTH ASPHALT PATCHING (3" UNIF.)	SY	18.000	\$ 65.00	\$ 1,235.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	SY	8,345.000	\$ 56.50	\$ 471,482.50
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	SY	43,386.000	\$ 3.30	\$ 143,173.80
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	TON	17,625.000	\$ 75.00	\$ 1,321,875.00
4030350	HOT MIX ASPHALT SURFACE COURSE - TYPE D	TON	130.000	\$ 160.00	\$ 20,800.00
4030340	ASPH. PVMT. TXT - BRICK	SY	3,086.000	\$ 160.00	\$ 493,760.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	SF	2,988.000	\$ 9.25	\$ 27,639.00
6051100	PERMANENT YELLOW PAVEMENT MARKERS 81-DIR. - 4"X4"	EA	84.000	\$ 26.25	\$ 2,205.00
6241005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-PERM.PVMT.MARKING	LF	2,507.000	\$ 5.25	\$ 13,161.75
6241015	8" WHITE SOLID LINES - PERM.PVMT.MARKING	LF	4,854.000	\$ 4.20	\$ 20,386.80
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)-PERM.PVMT.MARKING	LF	346.000	\$ 12.60	\$ 4,359.60
6241074	4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	LF	168.000	\$ 3.15	\$ 529.20
6251005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	LF	2,507.000	\$ 0.32	\$ 802.24
6251015	8" WHITE SOLID LINES - FAST DRY PAINT	LF	4,854.000	\$ 1.58	\$ 7,669.32
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)-FAST DRY PAINT	LF	346.000	\$ 4.73	\$ 1,638.58

**2017 RICHLAND COUNTY
PACKAGE TRANSPORTATION IMPROVEMENT CONTRACT 1**

LENGTH (MI.) 10.328

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
6250110	4" YELLOW SOLID LINES(PVT.EDGE LINES) FAST DRY PAINT	LF	168.000	\$ 0.16	\$ 28.88
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO- 90 MIL	LF	467.000	\$ 5.25	\$ 2,451.75
6271010	4" WHITE SOLID LINES THERMOPLASTIC 90 MIL.	LF	532.000	\$ 2.89	\$ 1,537.48
6271025	24" WHITE SOLID LINES (STOPDIAG) THERMO- 125 MIL	LF	481.000	\$ 12.60	\$ 6,188.60
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO - 125 MIL	EA	4.000	\$ 157.50	\$ 630.00
6271074	4" SOLID YELLOW LINES (PVT. EDGE) THERMO- 90 MIL	LF	1,800.000	\$ 3.15	\$ 5,670.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	EA	540.000	\$ 26.25	\$ 14,175.00
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN	SF	66.000	\$ 9.45	\$ 614.25
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	LF	120.000	\$ 10.50	\$ 1,260.00
7011851	CONCRETE KEY	LF	82.000	\$ 27.50	\$ 2,255.00
7011852	CONCRETE KEY - THICKENED EDGE	LF	142.000	\$ 33.00	\$ 4,686.00
7141113	18" RC PIPE CLASS III	LF	4.000	\$ 42.00	\$ 168.00
7141123	18" RC PIPE CLASS IV	LF	832.000	\$ 33.50	\$ 27,872.00
7141124	24" RC PIPE CLASS IV	LF	112.000	\$ 43.50	\$ 4,872.00
7141132	15" RC PIPE CULV - CLASS V	LF	240.000	\$ 33.50	\$ 8,040.00
7141888	18" REINF. CONCRETE PIPE (CLASS 5)	LF	128.000	\$ 35.75	\$ 4,504.50
7143615	15" SMOOTH WALL PIPE	LF	587.000	\$ 31.50	\$ 18,490.50
7143618	18" SMOOTH WALL PIPE	LF	1,978.000	\$ 33.50	\$ 66,196.00
7143624	24" SMOOTH WALL PIPE	LF	508.000	\$ 39.00	\$ 19,900.00
7143630	30" SMOOTH WALL PIPE	LF	976.000	\$ 45.00	\$ 43,920.00
7143638	36" SMOOTH WALL PIPE	LF	379.000	\$ 55.00	\$ 20,845.00
7149999	CLEAN EXISTING PIPE	LF	377.000	\$ 19.50	\$ 7,351.50
P7159013	18" PERFORATED CORR.HDPE PIPE TYPE S	LF	101.000	\$ 79.00	\$ 7,979.00
7191205	CATCH BASIN - TYPE 9	EA	14.000	\$ 2,950.00	\$ 41,300.00
7191250	CATCH BASIN - TYPE 9 MH	EA	16.000	\$ 3,050.00	\$ 48,800.00
7191505	CATCH BASIN - TYPE 16	EA	2.000	\$ 4,400.00	\$ 8,800.00
7192107	MANHOLE WITH STANDARD 4'X4' BOX	EA	2.000	\$ 2,950.00	\$ 5,900.00
7197110	ADJUST CATCH BASIN	EA	7.000	\$ 1,575.00	\$ 11,025.00
7197150	ADJUST JUNCTION BOX	EA	2.000	\$ 1,625.00	\$ 3,250.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	SY	176.000	\$ 60.00	\$ 10,560.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	SY	117.000	\$ 71.00	\$ 8,307.00
7204900	DETECTABLE WARNING SURFACE	SF	13.000	\$ 360.00	\$ 4,680.00
7208000	PEDESTRIAN RAMP CONSTRUCTION	SY	25.000	\$ 138.00	\$ 3,450.00
8013000	GEOTEXTILE FOR DRAINAGE FILTRATION (FABRIC PROTECTED) CLASS 1	SY	96.000	\$ 12.50	\$ 1,200.00
8041010	RIP-RAP (CLASS A)	TON	72.000	\$ 89.50	\$ 6,444.00
8041020	RIP-RAP (CLASS B)	TON	252.000	\$ 91.60	\$ 23,083.20
8048100	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE A	SY	54.000	\$ 6.25	\$ 337.50
8048110	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE C	SY	82.000	\$ 6.25	\$ 512.50
8048200	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE A	SY	59.000	\$ 7.25	\$ 427.75
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE B	SY	146.000	\$ 7.25	\$ 1,058.50
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C	SY	40.000	\$ 7.25	\$ 290.00
8071000	RESET FENCE	LF	111.000	\$ 10.50	\$ 1,165.50
8072000	RESET CHAIN-LINK FENCE	LF	1,926.000	\$ 11.50	\$ 22,172.00
8081000	MOVING ITEM #1 (ARCHER AVENUE)	EA	1.000	\$ 3,100.00	\$ 3,100.00



**2017 RICHLAND COUNTY
PACKAGE TRANSPORTATION IMPROVEMENT CONTRACT 1**

04/13/2017

LENGTH (MI) 10.358

ITEM #	DESCRIPTION	UNITS	TOTAL PROJECT QUANTITY	UNIT PRICE	TOTAL PRICE
8081000	MOVING ITEM #1 (ROBERT JAMES ROAD)	EA	1,000	\$ 15,000.00	\$ 15,000.00
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	EA	108,000	\$ 36.00	\$ 3,888.00
8100001	PERMANENT VEGETATION	MSY	37,000	\$ 1,900.00	\$ 69,600.00
8101100	ORGANIC TOPSOIL	CY	386,000	\$ 36.50	\$ 14,069.00
8131000	SODDING	MSY	1,000	\$ 1,475.00	\$ 1,475.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	MSY	3,000	\$ 3,600.00	\$ 10,800.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	MSY	1,000	\$ 4,200.00	\$ 4,200.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	LF	518,000	\$ 10.00	\$ 5,180.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	LF	48,000	\$ 12.50	\$ 600.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	LF	1,070,000	\$ 15.50	\$ 16,585.00
8153000	SILT FENCE	LF	13,125,000	\$ 5.50	\$ 72,193.00
8153090	REPLACE / REPAIR SILT FENCE	LF	490,000	\$ 8.00	\$ 3,920.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	LF	1,225,000	\$ 5.75	\$ 7,043.75
8156200	CLEANING INLET STRUCTURE FILTERS	EA	2,000	\$ 420.00	\$ 840.00
8158219	INLET STRUCTURE FILTER - TYPE A	LF	88,000	\$ 12.50	\$ 1,100.00
8158222	PREFABRICATED INTERIOR INLET FILTER SYSTEM FOR CB T-9	EA	2,000	\$ 825.00	\$ 1,650.00
8158490	STABILIZED CONSTRUCTION ENTRANCE	SY	6,875,000	\$ 15.00	\$ 103,125.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	SF	36,000	\$ 22.00	\$ 792.00
	TOTAL				\$ 5,717,285.75

BY:

PALMETTO CORP. OF CONWAY
CONTRACTOR'S NAME

G14514
CONTRACTOR'S LICENSE NO.


INDIVIDUAL'S SIGNATURE SHAWN GODWIN

3873 HWY 701 N.
CONTRACTOR'S ADDRESS

CONWAY, SC 29526
CITY, STATE, ZIP



TRANSPORTATION IMPROVEMENT CONTRACT 1

ITEM #	DESCRIPTION	0.557 TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		CHEROKEE, INC.		C.R. JACKSON, INC.		LANE CONSTRUCTION		PALMETTO CORP.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1031000	MOBILIZATION	NEC.	LS			\$ 396,000.00	\$ 396,000.00	\$ 375,000.00	\$ 375,000.00	\$ 300,000.00	\$ 300,000.00	\$ 245,000.00	\$ 245,000.00
1032010	BONDS AND INSURANCE	NEC.	LS			\$ 155,500.00	\$ 155,500.00	\$ 150,000.00	\$ 150,000.00	\$ 79,000.00	\$ 79,000.00	\$ 100,000.00	\$ 100,000.00
1050800	CONSTRUCTION STAKES, LINES & GRADES	NEC.	EA			\$ 150,000.00	\$ 150,000.00	\$ 205,340.00	\$ 205,340.00	\$ 67,000.00	\$ 67,000.00	\$ 62,000.00	\$ 62,000.00
1071000	TRAFFIC CONTROL	NEC.	LS			\$ 375,000.00	\$ 375,000.00	\$ 550,000.00	\$ 550,000.00	\$ 255,000.00	\$ 255,000.00	\$ 157,000.00	\$ 157,000.00
2012000	CLEARING & GRUBBING WITHIN ROADWAY	NEC.	LS			\$ 625,000.00	\$ 625,000.00	\$ 396,000.00	\$ 396,000.00	\$ 116,000.00	\$ 116,000.00	\$ 120,000.00	\$ 120,000.00
2012050	CLEARING & GRUBBING - DRAINAGE EASEMENT	NEC.	LS			\$ 20,000.00	\$ 20,000.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 9,500.00	\$ 9,500.00
2014000	SELECTED CLEARING AND GRUBBING	NEC.	LS			\$ 75,000.00	\$ 75,000.00	\$ 49,000.00	\$ 49,000.00	\$ 7,000.00	\$ 7,000.00	\$ 3,700.00	\$ 3,700.00
2021005	REMOVAL & DISPOSAL OF EXISTING CATCH BASIN	1.0	EA			\$ 1,250.00	\$ 1,250.00	\$ 900.00	\$ 900.00	\$ 1,100.00	\$ 1,100.00	\$ 925.00	\$ 925.00
2021010	REMOVAL AND DISPOSAL OF EXISTING DROP INLET	2.0	EA			\$ 1,250.00	\$ 2,500.00	\$ 9,100.00	\$ 18,200.00	\$ 1,000.00	\$ 2,000.00	\$ 925.00	\$ 1,850.00
2022000	REMOVAL & DISPOSAL ITEM NO. 1	1.0	EA			\$ 5,000.00	\$ 5,000.00	\$ 575.00	\$ 575.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
2023000	REMOVAL & DISPOSAL OF EXISTING PAVEMENT	3311.0	SY			\$ 25.00	\$ 82,775.00	\$ 46.00	\$ 152,306.00	\$ 30.00	\$ 99,330.00	\$ 29.00	\$ 96,019.00
2025000	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	936.0	SY			\$ 15.00	\$ 14,040.00	\$ 12.00	\$ 11,232.00	\$ 26.00	\$ 24,336.00	\$ 15.00	\$ 14,040.00
2027000	REMOVAL & DISPOSAL OF EXISTING CONCRETE	3.0	CY			\$ 1,000.00	\$ 3,000.00	\$ 270.00	\$ 810.00	\$ 100.00	\$ 300.00	\$ 21.00	\$ 63.00
2028600	REMOVAL & DISPOSAL OF EXISTING DRAINAGE PIPE	1695.0	LF			\$ 20.00	\$ 33,900.00	\$ 19.00	\$ 32,205.00	\$ 11.00	\$ 18,645.00	\$ 10.25	\$ 17,373.75
2031000	UNCLASSIFIED EXCAVATION	11395.0	CY			\$ 30.00	\$ 341,850.00	\$ 50.00	\$ 569,750.00	\$ 13.00	\$ 148,135.00	\$ 12.50	\$ 142,437.50
2033000	BORROW EXCAVATION	3133.0	CY			\$ 30.00	\$ 93,990.00	\$ 20.00	\$ 62,660.00	\$ 18.00	\$ 56,394.00	\$ 17.00	\$ 53,261.00
2052000	NO. 57 STONE FOR BACKFILL	42.0	TON			\$ 65.00	\$ 2,730.00	\$ 50.00	\$ 2,100.00	\$ 40.00	\$ 1,680.00	\$ 42.00	\$ 1,764.00
2081001	FINE GRADING	45580.0	SY			\$ 6.50	\$ 296,270.00	\$ 3.00	\$ 136,740.00	\$ 2.25	\$ 102,555.00	\$ 2.35	\$ 107,113.00
3050104	GRADED AGGREGATE BASE COURSE (4" UNIFORM)	4498.0	SY			\$ 13.25	\$ 59,598.50	\$ 11.00	\$ 49,478.00	\$ 10.20	\$ 45,879.60	\$ 10.75	\$ 48,353.50
3050106	GRADED AGGREGATE BASE COURSE (6" UNIFORM)	8108.00	SY			\$ 15.00	\$ 121,620.00	\$ 13.00	\$ 105,404.00	\$ 11.80	\$ 95,674.40	\$ 12.20	\$ 98,917.60
3050108	GRADED AGGREGATE BASE COURSE (8" UNIFORM)	1819.0	SY			\$ 18.00	\$ 32,742.00	\$ 18.00	\$ 32,742.00	\$ 15.50	\$ 28,194.50	\$ 16.30	\$ 29,649.70
3063308	CEMENT RECYCLED MODIFIED BASE (8" UNIFORM)	3240.0	SY			\$ 12.40	\$ 40,176.00	\$ 20.00	\$ 64,800.00	\$ 15.65	\$ 50,706.00	\$ 14.50	\$ 46,980.00
3064000	PORTLAND CEMENT FOR CEMENT MODIFIED RECYCLED BASE	65.00	TON			\$ 190.00	\$ 12,350.00	\$ 190.00	\$ 12,350.00	\$ 140.00	\$ 9,100.00	\$ 160.00	\$ 10,400.00
3069900	MAINTENANCE STONE	460.00	TON			\$ 50.00	\$ 23,000.00	\$ 25.00	\$ 11,500.00	\$ 37.00	\$ 17,020.00	\$ 36.00	\$ 16,560.00
3071060	CEMENT STABILIZED EARTH BASE COURSE (6" UNIFORM)	18734.00	SY			\$ 7.15	\$ 133,948.10	\$ 11.00	\$ 206,074.00	\$ 12.00	\$ 224,808.00	\$ 7.25	\$ 135,821.50
3071080	CEMENT STABILIZED EARTH BASE COURSE (8" UNIFORM)	6069.00	SY			\$ 8.00	\$ 48,552.00	\$ 12.00	\$ 72,828.00	\$ 12.00	\$ 72,828.00	\$ 7.25	\$ 44,000.25
3072000	PORTLAND CEMENT FOR CEMENT STAB. EARTH BASE COURSE	333.00	TON			\$ 190.00	\$ 63,270.00	\$ 190.00	\$ 63,270.00	\$ 140.00	\$ 46,620.00	\$ 160.00	\$ 53,280.00
3100330	HOT MIX ASPHALT BASE COURSE - TYPE C	1852.00	TON			\$ 93.50	\$ 173,162.00	\$ 100.00	\$ 185,200.00	\$ 100.00	\$ 185,200.00	\$ 99.00	\$ 183,348.00
4011004	LIQUID ASPHALT BINDER PG64-22	1187.00	TON			\$ 679.80	\$ 806,922.60	\$ 493.00	\$ 585,191.00	\$ 450.00	\$ 534,150.00	\$ 500.00	\$ 593,500.00
4012030	FULL DEPTH ASPHALT PATCHING (3" UNIF.)	19.0	SY			\$ 75.00	\$ 1,425.00	\$ 45.00	\$ 855.00	\$ 50.00	\$ 950.00	\$ 65.00	\$ 1,235.00
4012060	FULL DEPTH ASPHALT PAVEMENT PATCHING (6" UNIF.)	8345.0	SY			\$ 65.00	\$ 542,425.00	\$ 50.00	\$ 417,250.00	\$ 55.00	\$ 458,975.00	\$ 56.50	\$ 471,492.50
4013990	MILLING EXISTING ASPHALT PAVEMENT (VARIABLE)	43386.0	SY			\$ 5.00	\$ 216,930.00	\$ 5.00	\$ 216,930.00	\$ 5.00	\$ 216,930.00	\$ 3.30	\$ 143,173.80
4030340	HOT MIX ASPHALT SURFACE COURSE - TYPE C	17625.0	TON			\$ 92.00	\$ 1,621,500.00	\$ 80.00	\$ 1,410,000.00	\$ 74.75	\$ 1,317,468.75	\$ 75.00	\$ 1,321,875.00
4030350	HOT MIX ASPHALT SURFACE COURSE - TYPE D	130.0	TON			\$ 95.00	\$ 12,350.00	\$ 225.00	\$ 29,250.00	\$ 70.00	\$ 9,100.00	\$ 160.00	\$ 20,800.00
4030340	ASPH. PVMT. TXT - BRICK	3086.0	SY			\$ 170.00	\$ 524,620.00	\$ 144.00	\$ 444,384.00	\$ 162.00	\$ 499,932.00	\$ 160.00	\$ 493,760.00
6020005	PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	2988.0	SF			\$ 7.00	\$ 20,916.00	\$ 9.79	\$ 29,252.52	\$ 6.00	\$ 17,928.00	\$ 5.25	\$ 15,687.00



TRANSPORTATION IMPROVEMENT CONTRACT 1

ITEM #	DESCRIPTION	0.557 TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		CHEROKEE, INC.		C.R. JACKSON, INC.		LANE CONSTRUCTION		PALMETTO CORP.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
6051100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	84.0	EA			\$ 27.50	\$ 2,310.00	\$ 12.00	\$ 1,008.00	\$ 12.00	\$ 1,008.00	\$ 26.25	\$ 2,205.00
6241005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-PERM.PVMT.MARKING	2507.0	LF			\$ 5.35	\$ 13,412.45	\$ 1.25	\$ 3,133.75	\$ 1.25	\$ 3,133.75	\$ 5.25	\$ 13,161.75
6241015	8" WHITE SOLID LINES - PERM.PVMT.MARKING	4854.0	LF			\$ 5.90	\$ 28,638.60	\$ 3.00	\$ 14,562.00	\$ 3.00	\$ 14,562.00	\$ 4.20	\$ 20,386.80
6241025	24" WHITE SOLID LINES (STOP/DIAG LINES)-PERM.PVMT.MARKING	346.0	LF			\$ 12.10	\$ 4,186.60	\$ 12.00	\$ 4,152.00	\$ 12.00	\$ 4,152.00	\$ 12.60	\$ 4,359.60
6241074	4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	168.0	LF			\$ 3.00	\$ 504.00	\$ 1.25	\$ 210.00	\$ 1.25	\$ 210.00	\$ 3.15	\$ 529.20
6251005	4" WHITE BROKEN LINES (GAPS EXCLUDED)-FAST DRY PAINT	2507.0	LF			\$ 0.33	\$ 827.31	\$ 0.60	\$ 1,504.20	\$ 0.60	\$ 1,504.20	\$ 0.32	\$ 802.24
6251015	8" WHITE SOLID LINES - FAST DRY PAINT	4854.0	LF			\$ 1.10	\$ 5,339.40	\$ 1.16	\$ 5,630.64	\$ 1.16	\$ 5,630.64	\$ 1.58	\$ 7,669.32
6250025	24" WHITE SOLID LINES (STOP/DIAG LINES)-FAST DRY PAINT	346.0	LF			\$ 3.30	\$ 1,141.80	\$ 2.75	\$ 951.50	\$ 2.75	\$ 951.50	\$ 4.73	\$ 1,636.58
6250110	4" YELLOW SOLID LINES(PVT.EDGE LINES) FAST DRY PAINT	168.0	LF			\$ 0.20	\$ 33.60	\$ 0.60	\$ 100.80	\$ 0.60	\$ 100.80	\$ 0.16	\$ 26.88
6271005	4" WHITE BROKEN LINES (GAP EXCL.) THERMO- 90 MIL	467.0	LF			\$ 5.50	\$ 2,568.50	\$ 1.25	\$ 583.75	\$ 1.25	\$ 583.75	\$ 5.25	\$ 2,451.75
6271010	4" WHITE SOLID LINES THERMOPLASTIC 90 MIL.	532.0	LF			\$ 3.00	\$ 1,596.00	\$ 1.25	\$ 665.00	\$ 1.25	\$ 665.00	\$ 2.89	\$ 1,537.48
6271025	24" WHITE SOLID LINES (STOP/DIAG) THERMO- 125 MIL	491.00	LF			\$ 12.10	\$ 5,941.10	\$ 12.00	\$ 5,892.00	\$ 12.00	\$ 5,892.00	\$ 12.60	\$ 6,186.60
6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO - 125 MIL	4.0	EA			\$ 110.00	\$ 440.00	\$ 125.00	\$ 500.00	\$ 125.00	\$ 500.00	\$ 157.50	\$ 630.00
6271074	4" SOLID YELLOW LINES (PVT. EDGE) THERMO- 90 MIL	1800.0	LF			\$ 3.00	\$ 5,400.00	\$ 1.25	\$ 2,250.00	\$ 1.25	\$ 2,250.00	\$ 3.15	\$ 5,670.00
6301100	PERMANENT YELLOW PAVEMENT MARKERS BI-DIR.- 4"X4"	540.0	EA			\$ 27.50	\$ 14,850.00	\$ 12.00	\$ 6,480.00	\$ 12.00	\$ 6,480.00	\$ 26.25	\$ 14,175.00
6510105	FLAT SHEET SIGN, TYPE III, FIXED SZ. & MSG. SIGN	65.0	SF			\$ 25.00	\$ 1,625.00	\$ 21.00	\$ 1,365.00	\$ 15.00	\$ 975.00	\$ 9.45	\$ 614.25
6531210	U-SECTION POST FOR SIGN SUPPORTS - 3P	120.0	LF			\$ 15.00	\$ 1,800.00	\$ 12.00	\$ 1,440.00	\$ 10.00	\$ 1,200.00	\$ 10.50	\$ 1,260.00
7011851	CONCRETE KEY	82.0	LF			\$ 30.00	\$ 2,460.00	\$ 56.00	\$ 4,592.00	\$ 37.50	\$ 3,075.00	\$ 27.50	\$ 2,255.00
7011852	CONCRETE KEY - THICKENED EDGE	142.00	LF			\$ 35.00	\$ 4,970.00	\$ 60.00	\$ 8,520.00	\$ 42.00	\$ 5,964.00	\$ 33.00	\$ 4,686.00
7141113	18" RC PIPE CLASS III	4.0	LF			\$ 75.00	\$ 300.00	\$ 60.00	\$ 240.00	\$ 40.00	\$ 160.00	\$ 42.00	\$ 168.00
7141123	18" RC PIPE CLASS IV	832.0	LF			\$ 80.00	\$ 66,560.00	\$ 65.00	\$ 54,080.00	\$ 32.00	\$ 26,624.00	\$ 33.50	\$ 27,872.00
7141124	24" RC PIPE CLASS IV	112.0	LF			\$ 90.00	\$ 10,080.00	\$ 87.00	\$ 9,744.00	\$ 41.40	\$ 4,636.80	\$ 43.50	\$ 4,872.00
7141132	15" RC PIPE CULV - CLASS V	240.0	LF			\$ 70.00	\$ 16,800.00	\$ 73.00	\$ 17,520.00	\$ 32.00	\$ 7,680.00	\$ 33.50	\$ 8,040.00
7141886	18" REINF. CONCRETE PIPE (CLASS 5)	126.00	LF			\$ 85.00	\$ 10,710.00	\$ 87.00	\$ 10,962.00	\$ 34.00	\$ 4,284.00	\$ 35.75	\$ 4,504.50
7143615	15" SMOOTH WALL PIPE	587.00	LF			\$ 50.00	\$ 29,350.00	\$ 57.00	\$ 33,459.00	\$ 30.00	\$ 17,610.00	\$ 31.50	\$ 18,490.50
7143618	18" SMOOTH WALL PIPE	1976.00	LF			\$ 55.00	\$ 108,680.00	\$ 60.00	\$ 118,560.00	\$ 32.00	\$ 63,232.00	\$ 33.50	\$ 66,196.00
7143624	24" SMOOTH WALL PIPE	500.00	LF			\$ 60.00	\$ 30,000.00	\$ 64.00	\$ 32,000.00	\$ 37.00	\$ 18,500.00	\$ 39.00	\$ 19,500.00
7143630	30" SMOOTH WALL PIPE	976.00	LF			\$ 90.00	\$ 87,840.00	\$ 77.00	\$ 75,152.00	\$ 43.00	\$ 41,968.00	\$ 45.00	\$ 43,920.00
7143636	36" SMOOTH WALL PIPE	379.00	LF			\$ 130.00	\$ 49,270.00	\$ 97.00	\$ 36,763.00	\$ 53.00	\$ 20,087.00	\$ 55.00	\$ 20,845.00
7149999	CLEAN EXISTING PIPE	377.0	LF			\$ 35.00	\$ 13,195.00	\$ 20.00	\$ 7,540.00	\$ 18.50	\$ 6,974.50	\$ 19.50	\$ 7,351.50
P7159013	18" PERFORATED CORR.HDPE PIPE TYPE S	101.0	LF			\$ 55.00	\$ 5,555.00	\$ 70.00	\$ 7,070.00	\$ 75.00	\$ 7,575.00	\$ 79.00	\$ 7,979.00
7191205	CATCH BASIN - TYPE 9	14.0	EA			\$ 3,250.00	\$ 45,500.00	\$ 4,000.00	\$ 56,000.00	\$ 3,300.00	\$ 46,200.00	\$ 2,950.00	\$ 41,300.00
7191250	CATCH BASIN - TYPE 9 MH	16.0	EA			\$ 3,500.00	\$ 56,000.00	\$ 4,000.00	\$ 64,000.00	\$ 2,900.00	\$ 46,400.00	\$ 3,050.00	\$ 48,800.00
7191605	CATCH BASIN - TYPE 16	2.0	EA			\$ 5,000.00	\$ 10,000.00	\$ 6,300.00	\$ 12,600.00	\$ 4,200.00	\$ 8,400.00	\$ 4,400.00	\$ 8,800.00
7192107	MANHOLE WITH STANDARD 4'X4' BOX	2.0	EA			\$ 5,000.00	\$ 10,000.00	\$ 5,300.00	\$ 10,600.00	\$ 2,800.00	\$ 5,600.00	\$ 2,950.00	\$ 5,900.00
7197110	ADJUST CATCH BASIN	7.0	EA			\$ 1,100.00	\$ 7,700.00	\$ 1,400.00	\$ 9,800.00	\$ 1,500.00	\$ 10,500.00	\$ 1,575.00	\$ 11,025.00



TRANSPORTATION IMPROVEMENT CONTRACT 1

ITEM #	DESCRIPTION	0.557 TOTAL PROJECT QUANTITY	UNITS	ENGINEER'S ESTIMATE		CHEROKEE, INC.		C.R. JACKSON, INC.		LANE CONSTRUCTION		PALMETTO CORP.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
7197150	ADJUST JUNCTION BOX	2.0	EA			\$ 1,100.00	\$ 2,200.00	\$ 1,800.00	\$ 3,600.00	\$ 1,500.00	\$ 3,000.00	\$ 1,625.00	\$ 3,250.00
7204100	CONCRETE SIDEWALK (4" UNIFORM)	176.0	SY			\$ 70.00	\$ 12,320.00	\$ 100.00	\$ 17,600.00	\$ 50.00	\$ 8,800.00	\$ 60.00	\$ 10,560.00
7204600	CONCRETE SIDEWALK (6" UNIFORM)	117.0	SY			\$ 85.00	\$ 9,945.00	\$ 110.00	\$ 12,870.00	\$ 55.00	\$ 6,435.00	\$ 71.00	\$ 8,307.00
7204900	DETECTABLE WARNING SURFACE	13.0	SF			\$ 70.00	\$ 910.00	\$ 40.00	\$ 520.00	\$ 175.00	\$ 2,275.00	\$ 360.00	\$ 4,680.00
7209000	PEDESTRIAN RAMP CONSTRUCTION	25.0	SY			\$ 250.00	\$ 6,250.00	\$ 155.00	\$ 3,875.00	\$ 175.00	\$ 4,375.00	\$ 138.00	\$ 3,450.00
8013000	GEOTEXTILE FOR DRAINAGE FILTRATION (FABRIC PROTECTED) CLASS 1	96.0	SY			\$ 10.00	\$ 960.00	\$ 2.50	\$ 240.00	\$ 12.00	\$ 1,152.00	\$ 12.50	\$ 1,200.00
8041010	RIP-RAP (CLASS A)	72.0	TON			\$ 100.00	\$ 7,200.00	\$ 115.00	\$ 8,280.00	\$ 85.00	\$ 6,120.00	\$ 89.50	\$ 6,444.00
8041020	RIP-RAP (CLASS B)	252.0	TON			\$ 100.00	\$ 25,200.00	\$ 125.00	\$ 31,500.00	\$ 87.00	\$ 21,924.00	\$ 91.60	\$ 23,083.20
8048100	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE A	54.0	SY			\$ 10.00	\$ 540.00	\$ 2.50	\$ 135.00	\$ 6.00	\$ 324.00	\$ 6.25	\$ 337.50
8048110	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 1) TYPE C	82.0	SY			\$ 10.00	\$ 820.00	\$ 2.50	\$ 205.00	\$ 6.00	\$ 492.00	\$ 6.25	\$ 512.50
8048200	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE A	59.0	SY			\$ 10.00	\$ 590.00	\$ 2.50	\$ 147.50	\$ 7.00	\$ 413.00	\$ 7.25	\$ 427.75
8048205	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE B	146.0	SY			\$ 10.00	\$ 1,460.00	\$ 2.50	\$ 365.00	\$ 7.00	\$ 1,022.00	\$ 7.25	\$ 1,058.50
8048210	GEOTEXTILE FOR EROSION CONTROL UNDER RIP-RAP (CLASS 2) TYPE C	40.0	SY			\$ 10.00	\$ 400.00	\$ 2.50	\$ 100.00	\$ 7.00	\$ 280.00	\$ 7.25	\$ 290.00
8071000	RESET FENCE	111.0	LF			\$ 18.00	\$ 1,998.00	\$ 23.00	\$ 2,553.00	\$ 10.00	\$ 1,110.00	\$ 10.50	\$ 1,165.50
8072000	RESET CHAIN-LINK FENCE	1928.0	LF			\$ 20.00	\$ 38,560.00	\$ 23.00	\$ 44,344.00	\$ 11.00	\$ 21,208.00	\$ 11.50	\$ 22,172.00
8081000	MOVING ITEM #1 (ARCHER AVENUE)	1.0	EA			\$ 2,000.00	\$ 2,000.00	\$ 1,250.00	\$ 1,250.00	\$ 3,000.00	\$ 3,000.00	\$ 3,100.00	\$ 3,100.00
8081000	MOVING ITEM #1 (ROBERT JAMES ROAD)	1.0	EA			\$ 16,500.00	\$ 16,500.00	\$ 4,500.00	\$ 4,500.00	\$ 14,950.00	\$ 14,950.00	\$ 15,000.00	\$ 15,000.00
8091010	RIGHT OF WAY MARKER (REBAR & CAP)	108.0	EA			\$ 200.00	\$ 21,600.00	\$ 270.00	\$ 29,160.00	\$ 35.00	\$ 3,780.00	\$ 36.00	\$ 3,888.00
8100001	PERMANENT VEGETATION	37.0	MSY			\$ 415.00	\$ 15,355.00	\$ 375.00	\$ 13,875.00	\$ 1,700.00	\$ 62,900.00	\$ 1,800.00	\$ 66,600.00
8101100	ORGANIC TOPSOIL	386.0	CY			\$ 35.00	\$ 13,510.00	\$ 47.00	\$ 18,142.00	\$ 35.00	\$ 13,510.00	\$ 36.50	\$ 14,089.00
8131000	SODDING	1.0	MSY			\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,400.00	\$ 1,400.00	\$ 1,475.00	\$ 1,475.00
8151101	TURF REINFORCEMENT MATTING (TRM) TYPE 1	3.0	MSY			\$ 5,800.00	\$ 17,400.00	\$ 5,200.00	\$ 15,600.00	\$ 3,400.00	\$ 10,200.00	\$ 3,600.00	\$ 10,800.00
8151102	TURF REINFORCEMENT MATTING (TRM) TYPE 2	1.0	MSY			\$ 6,600.00	\$ 6,600.00	\$ 5,925.00	\$ 5,925.00	\$ 4,000.00	\$ 4,000.00	\$ 4,200.00	\$ 4,200.00
8152004	INLET STRUCTURE FILTER - TYPE F (WEIGHTED)	516.0	LF			\$ 15.00	\$ 7,740.00	\$ 35.00	\$ 18,060.00	\$ 9.50	\$ 4,902.00	\$ 10.00	\$ 5,160.00
8152006	INLET STRUCTURE FILTER - TYPE F (NON-WEIGHTED)	48.0	LF			\$ 10.00	\$ 480.00	\$ 19.00	\$ 912.00	\$ 12.00	\$ 576.00	\$ 12.50	\$ 600.00
8152007	SEDIMENT TUBES FOR DITCH CHECKS	1070.0	LF			\$ 12.00	\$ 12,840.00	\$ 20.00	\$ 21,400.00	\$ 15.00	\$ 16,050.00	\$ 15.50	\$ 16,585.00
8153000	SILT FENCE	13126.0	LF			\$ 5.00	\$ 65,630.00	\$ 2.10	\$ 27,564.60	\$ 5.50	\$ 72,193.00	\$ 5.50	\$ 72,193.00
8153090	REPLACE / REPAIR SILT FENCE	490.0	LF			\$ 10.00	\$ 4,900.00	\$ 6.00	\$ 2,940.00	\$ 7.75	\$ 3,797.50	\$ 8.00	\$ 3,920.00
8154050	REMOVAL OF SILT RETAINED BY SILT FENCE	1225.0	LF			\$ 8.00	\$ 9,800.00	\$ 5.00	\$ 6,125.00	\$ 5.50	\$ 6,737.50	\$ 5.75	\$ 7,043.75
8156200	CLEANING INLET STRUCTURE FILTERS	2.0	EA			\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 400.00	\$ 800.00	\$ 420.00	\$ 840.00
8156219	INLET STRUCTURE FILTER - TYPE A	88.0	LF			\$ 15.00	\$ 1,320.00	\$ 11.00	\$ 968.00	\$ 23.00	\$ 2,024.00	\$ 12.50	\$ 1,100.00
8156222	PREFABRICATED INTERIOR INLET FILTER SYSTEM FOR CB T-9	2.0	EA			\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 825.00	\$ 1,650.00
8156490	STABILIZED CONSTRUCTION ENTRANCE	6875.0	SY			\$ 15.00	\$ 103,125.00	\$ 8.50	\$ 58,437.50	\$ 15.00	\$ 103,125.00	\$ 15.00	\$ 103,125.00
8990546	PERMANENT GROUND MOUNTED SIGNS (RICHLAND PENNY)	36.0	SF			\$ 45.00	\$ 1,620.00	\$ 20.50	\$ 738.00	\$ 20.00	\$ 720.00	\$ 22.00	\$ 792.00
	Total			TOTAL	\$ 7,885,759.81	\$ 8,204,669.56	\$ 7,637,638.76	\$ 5,928,303.19	\$ 5,717,285.75				



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Mandatory Pre-Bid Meeting for Transportation Improvement Contract 1 Project
Date: May 15, 2017
Meeting Time: 10:30 AM

Table with 3 columns: NAME, EMAIL, PHONE. Rows include Janet Jones, Dale Collier, James Gregory, Michael Arndt, Karen Jackson, Trent Barrack, Perry Mayhew, Randy Roberts, Heidi Elliott, and Anthony Lawrence.

ADDENDUM 1, Page 23



TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Mandatory Pre-Bid Meeting for Transportation Improvement Contract 1 Project

Date: May 15, 2017

Meeting Time: 10:30 AM

NAME	EMAIL	PHONE
DEN JONES S2 ENGINEERING CONSULT	SEN Senoj South @ Gmail. com	704-426-7653 @ 803-605-0289 OFFICE
Justin Farnum	JFarnum@palmettocorp.net	843-365-2156
Bobby Nesbitt	BNESBITT@CR.COM	803-223-1162
BEN LEWIS	blewis@richlandpenny.com	803-726-3614
GERALD LEE	GERALDL@CHADINC.COM	803-772-8420
Tripp Owings	towings@loneconstruct.com	803-600-1271
J Wladischkin	wladj@rcgov.us	803 576 2124
A. Rice	arice@richlandpenny.com	803-726-3375
GERALD WALKER	gwalker@richlandpenny.com	803-726-6151
Marinus S. Corley	Corley Const. 88915 att Bellsouth.net	803-781-3127

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TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Mandatory Pre-Bid Meeting for Transportation Improvement Contract 1 Project

Date: May 15, 2017

Meeting Time: 10:30 AM

NAME	EMAIL	PHONE
Jacob Porth	JPorth@demiscorporation.com	(803) 673-1014
Larry Barr		803 673-1014
Brenda Parnell	Parnellb@rcgov.us	803-576-1544
Mary Spence	Spencem@rcgov.us	803-576-1548

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TRANSPORTATION PROGRAM

SIGN IN SHEET

Project: Mandatory Pre-Bid Meeting for Transportation Improvement Contract 1 Project

Date: May 15, 2017

Meeting Time: 10:30 AM

NAME	EMAIL	PHONE
SHAWN SALLEY	salley2@rcgov.us	803 726 6149
Roger Sears	SearsR@rcgov.us	726-6147
Jason Patterson	Jpatterson@richlandpenny.com	864-380-3253
Robert Pratt	vpratt@richlandpenny.com	726-6162
Jamie Kendall	JKendall@richlandpenny.com	726-3611
Darryl Caldwell	dcaldwell & dcaldwell/law firm	803.542.0431 422.2680
Darryl Caldwell	dcaldwell@pm3mcs.com	803.422.2680
Brian King	blking@richlandpenny.com	803-351-5289

APPENDUM 1, Page 26

next

[Print this page](#)

Board: Commercial Contractors

PALMETTO CORP OF CONWAY

3873 HWY 701 N
CONWAY, SC 29526
(843)365-2156

License number: 14514
License type: GENERAL CONTRACTOR
Status: ACTIVE
Expiration: 10/31/2018
First Issuance Date: 03/02/1992
Classification: GD5 WL5 AP5 CP5 WP5
President / Owner: A SHAWN GODWIN

[Click here for Classification definitions and licensee's contract dollar limit](#)

Supervises

[ANTHONY SHAWN GODWIN - \(COG\)](#)
[KENNETH A ATKINSON JR - \(COG\)](#)

[File a Complaint against this licensee](#)

Board Public Action History:

[View Orders](#)

[View Other License for this Person](#)

[No Orders Found](#)

CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications
Asphalt Paving AP	Air Conditioning AC
Boiler Installation BL	Electrical EL
Boring & Tunneling (no technical exam) BT	Heating HT
Bridges BR	Lightning Protection LP
Building (BD, LB, UB) * BD	Packaged Equipment PK
Concrete CT	Plumbing PB
Concrete Paving CP	Pressure and Process Piping **** 1P/2P
General Roofing GR	Refrigeration RG
Glass & Glazing GG	
Grading GD	
Highway ** HY	
Highway Incidental (no technical exam) HI	
Interior Renovation (no technical exam) IR	
Marine MR	
Masonry (no technical exam) MS	
Pipelines PL	
Pre-Engineered Metal Buildings MB	
Public Electrical Utility *** 1U/2U	
Railroad (no technical exam) RR	
Specialty Roofing SR	
Structural Framing SF	
Structural Shapes (no technical exam) SS	
Swimming Pools SP	
Water & Sewer Lines WL	
Water & Sewer Plants WP	
Wood Frame Structures WF	

- * **Building (BD):** includes GR, IR, MB, MS, SS, WF.
"LB" - qualifier took Limited Building exam - can only apply as Group #1, #2, or #3; cannot work over 3 stories.
"UB" - qualifier took Unlimited Building exam.
- ** **Highway (HY):** includes AP, CP, BR, GD, HI.
- *** **Public Electrical Utility (1U/2U):** "1U" given to those licensed prior to 4/1/99 and can engage in stadium lighting work. "2U" given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- **** **Pressure and Process Piping (1P/2P):** "1P" given to those licensed prior to 4/1/99 and can engage in boiler work; "2P" given to those licensed after 4/1/99 and cannot engage in boiler work.

*** NEW DOLLAR LIMITATIONS AND NEW NET WORTH REQUIREMENTS ***

GENERAL CONTRACTORS			MECHANICAL CONTRACTORS		
Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY	Group#	\$ LIMITATION PER JOB/CONTRACT	NET WORTH/ TOTAL EQUITY
Group #1	\$50,000	\$10,000	Group #1	\$17,500	\$3,500
Group #2	\$200,000	\$40,000	Group #2	\$50,000	\$10,000
Group #3	\$500,000	\$100,000	Group #3	\$100,000	\$20,000
Group #4	\$1,500,000	\$175,000	Group #4	\$200,000	\$40,000
Group #5	\$Unlimited	\$250,000	Group #5	\$Unlimited	\$200,000

Revised 07/2016

(17) SMALL LOCAL BUSINESS ENTERPRISE (SLBE) PARTICIPATION SHEET

SLBE Participation Goal for this project is 6%.

Small Local Business Enterprises

The BIDDER shall utilize firms from the COUNTY's SLBE certified directory. Additionally, the BIDDER must complete the information below on each certified firm and submit it with its Solicitation response.

Information relative to the COUNTY's SLBE Ordinance and its Directory of Certified SLBEs can be found on the COUNTY's website at: <http://www.rcgov.us>

Information must be completed on this sheet and submitted with bid/proposal.

Owner's Name & Address of SLBE (Subcontractor or Supplier)	SLBE Firm Name	Scope/Type of Work	Bid Line Item Number(s)*	Percentage (%) of Total Contract**	Dollar Value (\$) of Total Contract***
Michael Armstrong P.O. Box 291053 Columbia, SC 29229	Armstrong Contractors LLC	Asphalt Patching, Asphalt Pavement, Concrete Work	4011004 4012030 4012060 4030340 7011957 7011952 7204100 7204600 7204900 7209000	6.03%	\$345,000.00

*List all bid line item number(s) for each subcontractor. **Percentage (%) of the total contract amount committed to each SLBE listed. ***The dollar value (\$) of the total contract amount committed to each SLBE listed.

I hereby certify that this firm has been contacted and accepted the scope / type of work listed above. Furthermore, I hereby certify that SLBEs listed above are willing to perform the work and that I am committed to utilizing the above firm(s) on this contract. This form may be reproduced or additional sheets added in order to provide all requested information.

I declare under penalty of perjury that the information provided herein is true and correct.

Firm Name: PALMETTO CORP OF CONWAY Signature: [Signature] Date: 6/5/17

SWORN before me this 5TH day of JUNE, 2017

Notary Signature: [Signature] Notary Name (Printed): KRISTIN LEVY My Commission Expires: 4/20/26

(Revised April 2017)



7. Decker Boulevard Neighborhood Improvement Project: Executive Summary

Discussion Point:

Included in your agenda you will find an executive summary for the Decker Boulevard/Woodfield Park Neighborhood Improvement Project. This project is one of several Neighborhood Improvement Projects included in the Transportation Program. The total budget for this project is \$12.3 million, and due to its size the program produces a preliminary concept report to support a public input meeting which then leads to an executive summary report with recommendations for design of the project. The public meeting was held February 9, 2017, and based on public comment the executive summary recommends:

1. Decker Blvd Streetscape from Trenholm Rd to Brookfield Rd

The streetscape includes non-continuous planted medians, street trees, lighting*, sidewalk improvements with ADA accommodations, undergrounding of communication lines and taller power lines on one side of the roadway.

2. Decker Blvd Streetscape from Brookfield Rd to Percival Rd

The streetscape includes street trees, lighting* and sidewalk improvements with ADA accommodations. This section does not include undergrounding of utilities or planted medians.

3. Intersection Improvements at Decker Blvd and Trenholm Rd, O'Neil Ct, Brookfield Rd, Faraway Dr, and Percival Rd

The intersection improvements include adding mast arms at the Decker/Trenholm intersection, signal timing and pedestrian improvements such as pedestrian control system, ADA accommodations and high visibility cross walks.

4. Sidewalk improvements along Brookfield Rd

The sidewalk improvements include widening the existing sidewalk on the south side from Decker Blvd to Richland Northeast High School and adding a new sidewalk along the north side of Brookfield Road from Decker Blvd to Richland Northeast High School. The improvements also include adding lighting*.

5. Pedestrian Connector from Chatsworth Rd to Brookfield Rd



The pedestrian connector includes a shared-use path from the dead end of Chatsworth Rd to Brookfield Rd to tie to the proposed Brookfield Rd sidewalk.

6. Sidewalk Improvements along Faraway Dr

The sidewalk improvement includes providing a continuous sidewalk on the north side of Faraway Dr from Decker Blvd to Larchmont Dr.

Recommendation:

Staff recommends approval of this executive summary, and for it to be routed to full Council for consideration.



TRANSPORTATION PROGRAM

EXECUTIVE SUMMARY

Date: 6/1/17

To: Rob Perry, PE
Director of Transportation

From: David Beaty, PE
Program Manager

**RE: Decker Boulevard/Woodfield Park Neighborhood Improvement Project –
Public Meeting Summary with Recommendations**

The Decker Boulevard/Woodfield Park Neighborhood Improvement Project (Decker/Woodfield NIP) is one of seven Neighborhood Improvement Projects included in the 2012 Referendum. The total budgeted amount was \$12.3 million. The Richland County Transportation Program has conducted one public meeting for the Decker/Woodfield NIP as well as completed conceptual studies. The program has also met with the South Carolina Department of Transportation (SCDOT) and Richland School District 2. This Executive Summary will provide an overview of the public meeting and offer recommendations to advance the project.

February 9, 2017 Public Meeting

The Richland County Transportation Program held a public meeting for the Decker/Woodfield NIP on Thursday, February 9, 2017 from 5:00 to 7:00 p.m. at the Decker Center, located at 2500 Decker Boulevard. The meeting was conducted with an informal, open house format with project displays and Richland County Transportation Program representatives on hand to answer questions. Upon entering the meeting, individuals were provided a handout and a comment card. After reviewing the project displays, the attendees were encouraged to provide comments on the project as well as rank various improvements within the neighborhood plan. There were 76 people in attendance for the meeting.

The project displays provided an aerial overview map and typical sections of the proposed improvements for the neighborhood. The proposed improvements included Decker Blvd Streetscape, Brookfield Rd Streetscape, Intersection Improvements, Sidewalk Improvements, Pedestrian Connectors and Bike Routes. The streetscapes included components such as lighting, sidewalks, bike lanes, utility undergrounding, trees and planted medians.

A total of 89 comments were received during the comment period. The following lists the improvements in order of preference with one being the preferred.

1. Decker Blvd Streetscape (Trenholm to Brookfield)
2. Decker Blvd Streetscape (Brookfield to Percival)
3. Intersection Improvements
4. Brookfield Rd Streetscape
5. Sidewalks
6. Pedestrian Connectors
7. Bike Routes

Fourteen comments were received concerning undergrounding of utilities with the comments split equally between undergrounding and not undergrounding. Nine comments were received concerning planted medians. The comments were split approximately equally, four in favor of planted medians and five requesting unplanted medians. Numerous comments were received in opposition to the Carriage House Road Pedestrian Connector. Improving safety near schools was also mentioned several times.

Recommendations

As a result of the comments received from the public meeting, coordination with project stakeholders as well as consideration of safety, project impacts, and available funding, a number of recommendations are offered.

Based on conceptual cost estimates, the following improvements approximately sum to the project budget and are recommended for further design studies:

1. Decker Blvd Streetscape from Trenholm Rd to Brookfield Rd
The streetscape includes non-continuous planted medians, street trees, lighting*, sidewalk improvements with ADA accommodations, undergrounding of communication lines and taller power lines on one side of the roadway.
2. Decker Blvd Streetscape from Brookfield Rd to Percival Rd
The streetscape includes street trees, lighting* and sidewalk improvements with ADA accommodations. This section does not include undergrounding of utilities or planted medians.
3. Intersection Improvements at Decker Blvd and Trenholm Rd, O'Neil Ct, Brookfield Rd, Faraway Dr, and Percival Rd
The intersection improvements include adding mast arms at the Decker/Trenholm intersection, signal timing and pedestrian improvements such as pedestrian control system, ADA accommodations and high visibility cross walks.
4. Sidewalk improvements along Brookfield Rd
The sidewalk improvements include widening the existing sidewalk on the south side from Decker Blvd to Richland Northeast High School and adding a new sidewalk along the north side of Brookfield Road

from Decker Blvd to Richland Northeast High School. The improvements also include adding lighting*.

5. Pedestrian Connector from Chatsworth Rd to Brookfield Rd

The pedestrian connector includes a shared-use path from the dead end of Chatsworth Rd to Brookfield Rd to tie to the proposed Brookfield Rd sidewalk.

6. Sidewalk Improvements along Faraway Dr

The sidewalk improvement includes providing a continuous sidewalk on the north side of Faraway Dr from Decker Blvd to Larchmont Dr.

*Note: The lighting assumes Richland County will lease lighting from SCE&G. The approximate monthly lease will be \$8,300 per month for lighting along Decker Blvd and Brookfield Rd. SCE&G requires a 15-year Lighting Agreement.

As the design is progressed, the viability of one or more of the recommended improvements listed above may alter and/or the improvement cost may increase or decrease. Therefore, the following studies and improvements are recommended to be progressed into the design phase, resulting in potential changes to the recommendations.

1. Decker Blvd Streetscape from Brookfield Rd to Percival Rd

Further studies are recommended to evaluate the inclusion of undergrounding of communication lines and taller power lines on one side of the roadway.

2. Decker Blvd and Brookfield Rd Lighting

Further studies are recommended to evaluate reducing the lighting monthly lease amount along Decker Blvd and Brookfield Rd.

3. Sidewalk Improvements along Hunt Club Rd

The sidewalk improvement includes adding sidewalk along the south side of Hunt Club Rd from O'Neil Ct to Chatsworth Rd.

4. Pedestrian Connector from Trenholm Rd to Decker Blvd

The pedestrian connector includes a shared-use path from Trenholm Rd to Decker Blvd behind Dent Middle School.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

Companion Document

Item: Decker Boulevard Neighborhood Improvement Project: Executive Summary

Below are the questions raised by Council at its June 20, 2017 Council relative to its consideration of the Decker Boulevard Neighborhood Improvement Project: Executive Summary. This companion document serves as an outline of the changes and / or responses provided to Council's questions.

Council Question (Q) & Staff Answer (A):

1. **[Vice – Chair Malinowski] Q:** In the report it states the comments were split equally on undergrounding and not undergrounding, yet the recommendation is for undergrounding.

A: Undergrounding of utilities was recommended in the Decker Blvd/Woodfield Park neighborhood plan (The Renaissance Plan). The cost for full undergrounding from Trenholm Road to Brookfield Road was included in the estimate used to define the 2012 Referendum amount. Full utility undergrounding from Trenholm Road to Brookfield Road was presented at the February 9, 2017 public meeting. Fourteen comments were received concerning undergrounding with the comments for and against undergrounding split equally. Due to the split, the recommendation is to move forward with partial undergrounding where the communication utilities are placed underground and the power lines are placed on taller poles on one side of the roadway. This approach reduces the undergrounding cost and allows for taller trees on both sides of the roadway.

2. **[Vice – Chair Malinowski] Q:** In addition, the minority requested planted medians and the recommendation was for planted medians.

A: Planted medians along Decker Blvd were recommended in the Decker Blvd/Woodfield Park neighborhood plan (The Renaissance Plan) and presented at the February 9, 2017 public meeting. Nine comments on planted medians were received at the public meeting with four in favor of planted medians and five requesting unplanted medians to allow access to businesses. The recommendations for improvement include planted medians from Trenholm Road to Brookfield Road. The proposed planted medians will be non-continuous to allow left turn movements into key intersections. Planted medians are not proposed from Brookfield Road to Percival Road due to the numerous businesses along this length of Decker Blvd.

3. **[Councilmember Livingston] Q:** Furthermore, there was not a budget for the project included in the agenda packet.

A: The budget for the Decker Boulevard/Woodfield Park Neighborhood Improvement Project is \$12.3 million dollars. After project planning and development, Construction Resource Management and Construction Engineering and Inspection are considered, the remaining budget for the project is approximately \$10.5 million dollars. Based on conceptual cost estimates including contingencies, the following improvements approximately sum to the

project budget and are recommended for further design studies. Refer to the attached Executive Summary for more detailed information on the improvements.

1. Decker Blvd Streetscape from Trenholm Rd to Brookfield Rd (\$5.6M)
2. Decker Blvd Streetscape from Brookfield Rd to Percival Rd (\$0.7M)
3. Intersection Improvements at Decker Blvd and Trenholm Rd, O'Neil Ct, Brookfield Rd, Faraway Dr, and Percival Rd (\$2.1M)
4. Sidewalk improvements along Brookfield Rd (\$0.9M)
5. Pedestrian Connector from Chatsworth Rd to Brookfield Rd (\$0.2M)
6. Sidewalk Improvements along Faraway Dr (\$0.7M)

As the design is progressed, the viability of one or more of the recommended improvements listed above may alter and/or the improvement cost may increase or decrease. Therefore, the following studies and improvements are recommended to be progressed into the design phase, resulting in potential changes to the recommendations.

1. Decker Blvd Streetscape from Brookfield Rd to Percival Rd
Further studies are recommended to evaluate the inclusion of undergrounding of communication lines and taller power lines on one side of the roadway.
2. Decker Blvd and Brookfield Rd Lighting
Further studies are recommended to evaluate reducing the lighting monthly lease amount along Decker Blvd and Brookfield Rd.
3. Sidewalk Improvements along Hunt Club Rd (\$0.4M)
4. Pedestrian Connector from Trenholm Rd to Decker Blvd (\$0.3M)

Regarding the balance for the Neighborhood Improvement projects, the Neighborhood Improvements category in the referendum included \$63 million in funding. The breakout for each of the seven projects in the Neighborhood Improvements category is shown below.

Project	Current Estimate*	Expended to Date	Amount Remaining	Current Phase of Project Development
Southeast Richland Neighborhood	\$6,696,000	\$540,272	\$6,155,728	Project is currently in the Right of Way acquisition phase
Broad River Neighborhoods	\$1,607,000	\$363,655	\$1,243,345	Currently finalizing the design for the project.
Decker/Woodfield	\$12,343,000	\$87,053	\$12,255,947	Project is currently in the planning and study phase. Design scheduled to begin shortly
Candlewood	\$1,850,000	\$3,347	\$1,846,653	Project is currently in the design phase
Crane Creek	\$14,385,000	0	\$14,385,000	Project is in planning phase
Trenholm Acres/Newcastle	\$5,390,658	0	\$5,390,658	Project is in planning phase
Broad River Corridor	<u>\$20,435,500</u>	0	<u>\$20,435,500</u>	Project is in planning phase
Totals	\$62,707,158	\$994,327	\$61,712,831	

*These projects are considered “cost-constrained,” meaning the Neighborhood Improvements category will not exceed the allocated \$63 million.



RICHLAND COUNTY GOVERNMENT

Office of the County Administrator

June 30, 2017

The Blue Ribbon Committee (BRC) met on June 29, 2017. Council Members Pearce, Livingston, and Myers are the representatives from the County Council. Councilmembers Pearce and Myers were present.

- A. As a result of Hurricane Matthew (4286-DR), FEMA awarded the State of South Carolina \$36 mil in Hazard Mitigation Grant Program (HMGP) funds. The following program criteria was applied to the 4286-DR program:
 - Pre-Applications for funding may be submitted any time until April 11, 2017
 - Any South Carolina community can apply
 - Money must be spent on hazard mitigation related projects
 - a. Buyout or elevation of homes in 100 year flood plain
 - b. “Hardening” assets to make more resistant to future flooding (e.g., expanding culverts)
 - c. Other mitigation projects
- B. Initial information regarding the 4286-DR HMGP program was provided to the BRC at their meeting on March 14th.
 - a. Due to the short timeline (April 11, 2017) for pre-application submission; the BRC recommended to County Council the current (4241-DR) HMGP projects be resubmitted (rolled over) to 4286-DR funding, and to identify any additional property acquisition opportunities in compliance with HMGP funding requisites.
- C. During the pre-application preparation process, Richland County staff identified sixteen (16) HMGP applicable property acquisition opportunities.
- D. On June 29, 2017 the BRC was provided information regarding the additional HMGP property acquisition opportunities as well as recommendations for funding the 25% local match grant requirement (approximately \$500,000.00):
 - a. The deadline for submission of 4286-DR applications is August 1, 2017.
 - b. The 25% local match funding recommendations were (in order of recommendation):
 - i. Utilize savings from existing CDBG-DR HMGP match
 - ii. If there is a remaining funding need:
 1. If allowable by the Federal Register, use part of the \$7.25 Mil of additional CDBG-DR funds
 - iii. If there is a remaining funding need:
 1. Utilize the Stormwater Fund Balance

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve full application submission and the local match funding match recommendations as listed in order of recommendation.



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

- E. On November 16, 2016 the Department of Housing and Urban Development approved Richland County's Action Plan for utilization of the Community Development Block Grant – Disaster Recovery Funds.
- a. On June 29, 2017, the BRC was presented the following recommendations for Action Plan update and revision.
- i. Removal of references to modular homes in both owner occupied and rental rehab programs
 - ii. Update 2016 income limits to 2017 income limits
 - iii. Increase the cap in owner occupied MHU replacement program to \$65,000
 - iv. Change reference to multiple MHU replacement floor plan options
 - v. Remove reference to sending electronic status notifications to applicants
 - vi. Merge descriptions of Inspector and Cost Estimators into one position
 - vii. Merge Procurement/Contractor Specialist with CDBG-DR Grants Accountant positions
 - viii. County reserves the right to make exceptions to grant size limits in cases involving health, safety and humanitarian reasons

ACTION: The Blue Ribbon Committee unanimously recommended County Council approve the Richland County CDBG-DR Action Plan recommendations for update and revision.

Staff asks Council to proceed with approving these requests in line with the Blue Ribbon Committee's recommendation.

Richland County Council Request of Action

Subject:

To establish and create a Special Tax District within Richland County, South Carolina, to be known as the "Lake Dogwood Special Tax District"; to define the nature and level of services to be rendered therein; to authorize the imposition of ad valorem taxes and user service charges therein, which shall be imposed solely within the Special Tax District; to establish a commission for the tax district and provide the terms therefore; and all other matters related thereto

First Reading:

Second Reading:

Third Reading:

Public Hearing:

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

AN ORDINANCE

TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO.

BE IT ORDAINED by the County Council of Richland County, South Carolina, in meeting duly assembled:

Section 1 Findings.

Incident to the enactment of this ordinance (this “*Ordinance*”) and the establishment of the special tax district provided herein, the County Council of Richland County (the “*Council*”), the governing body of Richland County, South Carolina (the “*County*”), finds that the facts set forth in this section exist and the statements made with respect thereto are in all respects true and correct:

1. The County is a body politic and corporate of the State of South Carolina (the “*State*”) and as such possesses all general powers granted to counties of the State.

2. The Council received a certified petition (the “*Petition*”) requesting that a referendum be held with respect to the establishment of a special tax district within the area of the County commonly known as “Lake Dogwood.” The Petition requested the formation of the Lake Dogwood Special Tax District (the “*District*”), the delivery of public services within the District, including, but not limited to, the rehabilitation of the Lake Dogwood Dam and ongoing maintenance, repairs and improvements related to the operations of the District, the levy and collection of taxes and/or service charges within the area of the District and the issuance of general obligation bonds of the County for the benefit of the District, as the case may be.

3. By the terms of a Resolution of the Council entitled, “A RESOLUTION CERTIFYING A PETITION RECEIVED BY RICHLAND COUNTY, SOUTH CAROLINA, PURSUANT TO SECTION 4-9-30(5)(a) OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, AND OTHER MATTERS RELATING THERETO” dated December 13, 2016, the Council determined that the Petition complied with the requirements of Section 4-9-30(5)(a)(i) of the Code of Laws of South Carolina, 1976, as amended.

4. Thereafter, by a Resolution of the Richland County Board of Voter Registration and Elections (the “*Election Commission*”) dated February 8, 2017, the Election Commission ordered that a referendum be held on June 13, 2017 (the “*Referendum*”) on the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Lake Dogwood”, which area includes tax map parcels: R35481-01-02; R35481-01-03; R35481-01-04; R35481-01-05; R35481-02-01; R35481-02-02; R35481-02-03; R35481-02-04; R35481-02-05; R35481-03-01; R35581-01-01; R35581-01-02; R35581-01-03; R35581-01-04; R35581-01-05; R35581-01-06; R35581-01-07; R35581-01-08; R35581-01-09; R35581-01-12; R35581-01-13; R35581-01-14; R35581-01-15; R35581-01-17; R35581-01-18; R35581-01-19; R35581-01-20; R35581-01-21; R35581-01-22; R35581-01-23; R35581-01-24; R35581-01-26; R35581-01-27; R35581-01-28; R35581-01-29; R35581-01-30; R35581-01-31; R35581-01-32; R35581-01-33; R35581-01-34; R35581-01-35; R35581-02-01; R35581-02-02; R35581-02-03; R35581-02-04; R35581-02-05; R35581-02-06; R35581-02-07; R35581-02-09; R35581-02-10; R35581-03-01; R35581-03-02; R35581-03-03; R35581-03-04; R35581-03-05; R35581-03-06; R35581-03-07; R35581-03-08; R35581-03-09; R35581-03-10; R35581-03-12; R35581-03-13; R35581-03-14; R35581-04-01; R35581-04-02; R35581-04-03; R35581-04-05; R35581-05-01; R35581-05-02; R35581-05-03; R35581-05-04; R35581-05-05; R35581-06-01; R35581-06-02; R35582-01-01; R35582-01-03; R35582-01-04; R35582-01-05; R35582-01-06; R35582-01-07; R35582-01-08; R35582-01-09; R35582-01-10; R35582-01-11; R35582-01-12; R35582-01-13; R35582-01-14; R35582-01-15; R35582-01-16; R35582-01-17; R35582-01-18; R35582-01-19; R35582-01-20; R35582-01-21; R35582-01-22; R35582-01-23; R35582-01-24; R35582-01-25; R35582-01-28; R35582-01-29; R35582-01-30; R35582-01-31; R35582-01-32; R35582-01-33; R35582-01-34; R35582-02-04; R35582-03-01; R35582-03-02; R35582-03-03; R35582-03-05; R35582-03-06; R35582-03-08; R35582-04-01; R35582-04-03; R35582-04-04; R35582-04-05; R35681-01-01; R35681-01-02; R35681-01-03; R35681-01-04; R35681-01-05; and R35681-01-06, to be known as the “Lake Dogwood Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 250 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

5. The Referendum was properly conducted on June 13, 2017, and resulted in a favorable vote with respect to the questions presented therein.

6. As evidenced by the results of the Referendum, the District, which encompasses those areas provided on the map attached hereto as Exhibit A, shall be created and empowered by the terms of this Ordinance.

Section 2 Holding of Public Hearing and Notice Thereof.

Pursuant to the provisions of Section 4-9-130 of the Code of Laws of South Carolina, 1976, as amended, a public hearing, after giving reasonable notice, is required to be conducted prior to the third and final reading of this Ordinance by Council. In accordance with this provision, a public hearing shall be conducted and due notice shall be provided all as required by said Section 4-9-130. The form of the notice to be published shall be substantially as set forth in Exhibit B attached hereto.

Section 3 Creation of the District.

There is hereby created and established a special tax district within the County to be known as the “Lake Dogwood Special Tax District,” which shall include and be comprised of the territory shown on Exhibit A to this Ordinance.

Section 4 Purpose of the District; Services to be Rendered.

The District is created and established for the purpose and function of delivering public services affecting the District, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the District.

Section 5 Administration of the District.

The District must be governed by a commission to be known as the Lake Dogwood Special Tax District Commission (the “**Commission**”). The Commission shall consist of three members, each of whom shall be a member of the Lake Dogwood Property Owners Association, Inc. (the “**HOA**”). The three members of the Commission shall be the President of the HOA, *ex officio*, the Vice-President of the HOA, *ex officio*, and the Treasurer of the HOA, *ex officio*. The members of the Commission shall serve for so long as they hold those respective titles. Upon any change of the persons serving in such roles, the Commission shall notify the Council in writing of such change within 30 days of the change taking effect. Any failure to provide such notice shall not limit or otherwise affect any actions, powers or other authorizations of the District.

Section 6 Powers of the District.

There is committed to the District the purpose and functions as set forth in Section 4 hereinabove. To that end, the Commission must be empowered to:

A. notwithstanding the provisions of Section 4-9-30(5)(e) of the Code of Laws of South Carolina, 1976, as amended, regarding the abolition and diminishment of the District which are reserved by the County, the District shall have perpetual succession;

B. sue and be sued;

C. adopt, use, and alter a corporate seal;

D. make bylaws for the management and regulations of its affairs;

E. acquire, purchase, hold, use, lease, mortgage, sell, transfer, and dispose of any property, real, personal or mixed, or interest in any real, personal or mixed property, and to acquire easements or other property rights necessary for the operation of its stated functions;

F. appoint officers and agents, and employ paid employees and servants, as well as volunteers, and to prescribe the duties of each of these, fix their compensation, if any, and determine if and to what extent they must be bonded for the faithful performance of their duties, and to establish employment policies;

G. enter into contracts, agreements or other covenants for the benefit of the District;

H. make arrangements with the County Treasurer or a banking institution registered by the Federal Deposit Insurance Corporation (FDIC) to act as a custodian for the benefit of the District;

I. purchase capital items, including equipment, the Commission considers necessary for services in the District;

J. be responsible for the upkeep, maintenance and repairs of the capital items, and to make regular inspections of all capital items;

K. construct, if necessary, buildings to house the equipment provided for in this section;

L. issue general obligation bonds by the County up to the amount authorized in the Referendum;

M. raise funds by levying (through the County Auditor) and collecting (through the County Treasurer) either (1) property taxes in an amount not exceeding the millage authorized in

the Referendum, or (2) user charges against each parcel within the District in an amount not exceeding the amount authorized in the Referendum. Any tax or charges levied hereunder must be annually assessed and collected together with the *ad valorem* property taxes due on such property; and

N. do all other acts necessary or convenient to carry out a function or power granted to the District.

Section 7 Continuity of Levy.

In the event the annual taxes or user charges to be levied and collected on behalf of the Commission (as authorized in Section 6(M) above) are to remain unchanged from one fiscal year to the next and no other business of the Commission is required, no formal action or meeting of the Commission shall be required.

Section 8 Notice to Auditor and Treasurer.

The Auditor and Treasurer of Richland County shall be notified of the enactment of this Ordinance and directed to levy and collect annually the taxes or fees authorized hereby.

Section 9 Other Actions and Instruments.

In order to implement the purposes of, and to give full effect to, this Ordinance and the agreements and actions herein authorized, the Chairman of the Council, the County Administrator (including the Interim County Administrator) and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as such officials shall deem necessary and desirable.

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ONE AND ENACTED IN MEETING DULY ASSEMBLED this 19th day of September, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

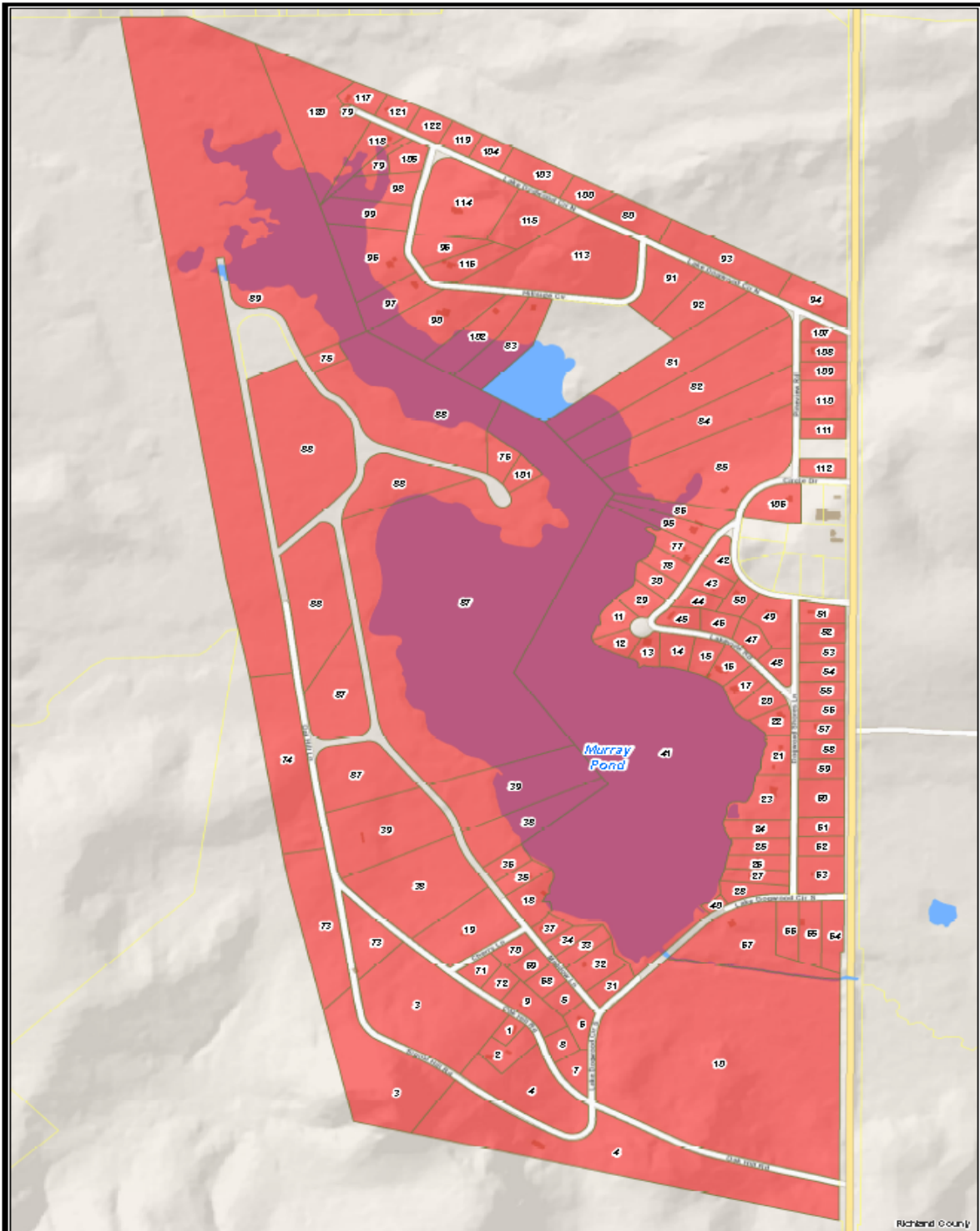
(SEAL)

Clerk to Council

First Reading: July 11, 2017
Second Reading: September 12, 2017
Public Hearing: September 12, 2017
Third Reading: September 19, 2017

Exhibit A

MAP OF DISTRICT



Proposed Lake Dogwood HOA Tax District



Exhibit B

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the County Council of Richland County, South Carolina (the “*County Council*”), the governing body of Richland County, South Carolina (the “*County*”), will conduct a public hearing (the “*Public Hearing*”) on the proposed enactment of the following ordinance (the “*Ordinance*”):

“AN ORDINANCE TO ESTABLISH AND CREATE A SPECIAL TAX DISTRICT WITHIN RICHLAND COUNTY, SOUTH CAROLINA, TO BE KNOWN AS THE “LAKE DOGWOOD SPECIAL TAX DISTRICT”; TO DEFINE THE NATURE AND LEVEL OF SERVICES TO BE RENDERED THEREIN; TO AUTHORIZE THE IMPOSITION OF *AD VALOREM* TAXES AND USER SERVICE CHARGES THEREIN, WHICH SHALL BE IMPOSED SOLELY WITHIN THE SPECIAL TAX DISTRICT; TO ESTABLISH A COMMISSION FOR THE TAX DISTRICT AND PROVIDE THE TERMS THEREFOR; AND ALL OTHER MATTERS RELATED THERETO;”

The Public Hearing shall be held on September 12, 2017 at 6:00 p.m., in the chambers of County Council, which are located at the Richland County Administrative Facility, 2020 Hampton Street, Columbia, South Carolina 29201.

All interested persons will be given an opportunity to be heard and express their views at the Public Hearing. A copy of the Ordinance is available for review at the County’s administrative facility during normal business hours.

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR RICHLAND COUNTY
RESOLUTION NO. ____

A RESOLUTION

TO DECLARE THE RESULTS OF A REFERENDUM CONDUCTED FOR THE
CARY SPECIAL TAX DISTRICT HELD IN RICHLAND COUNTY, SOUTH
CAROLINA ON JUNE 13, 2016

WHEREAS, there has been received by the County Council of Richland County (the “Council”), the governing body of Richland County, South Carolina (the “County”), certification of the Richland County Board of Voter Registration and Elections that a referendum held in the County on June 13, 2017 (the “Election”) did result in the approval of the creation of the Lake Dogwood Special Tax District.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL IN A MEETING DULY ASSEMBLED:

Section 1.

It is hereby declared, pursuant to Section 4-9-30(a)(i) of the Code of Laws of South Carolina, 1976, as amended (the “Act”), that the Election was held, at which was submitted to the qualified electors of the County the following question:

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Lake Dogwood”, which area includes tax map parcels: R35481-01-02; R35481-01-03; R35481-01-04; R35481-01-05; R35481-02-01; R35481-02-02; R35481-02-03; R35481-02-04; R35481-02-05; R35481-03-01; R35581-01-01; R35581-01-02; R35581-01-03; R35581-01-04; R35581-01-05; R35581-01-06; R35581-01-07; R35581-01-08; R35581-01-09; R35581-01-12; R35581-01-13; R35581-01-14; R35581-01-15; R35581-01-17; R35581-01-18; R35581-01-19; R35581-01-20; R35581-01-21; R35581-01-22; R35581-01-23; R35581-01-24; R35581-01-26; R35581-01-27; R35581-01-28; R35581-01-29; R35581-01-30; R35581-01-31; R35581-01-32; R35581-01-33; R35581-01-34; R35581-01-35; R35581-02-01; R35581-02-02; R35581-02-03; R35581-02-04; R35581-02-05; R35581-02-06; R35581-02-07; R35581-02-09; R35581-02-10; R35581-03-01; R35581-03-02; R35581-03-03; R35581-03-04; R35581-03-05; R35581-03-06; R35581-03-07; R35581-03-08; R35581-03-09; R35581-03-10; R35581-03-12; R35581-03-13; R35581-03-14; R35581-04-01; R35581-04-02; R35581-04-03; R35581-04-05; R35581-05-01; R35581-05-02; R35581-05-03; R35581-05-04; R35581-05-05; R35581-06-01; R35581-06-02; R35582-01-01; R35582-01-03; R35582-01-04; R35582-01-05; R35582-01-06; R35582-01-07; R35582-01-08; R35582-01-09; R35582-01-10; R35582-01-11; R35582-01-12; R35582-01-13; R35582-01-14; R35582-01-15; R35582-01-16; R35582-01-17; R35582-01-18; R35582-01-19; R35582-01-20; R35582-01-21; R35582-01-22; R35582-01-23; R35582-01-24; R35582-01-25; R35582-01-28; R35582-01-29; R35582-01-30; R35582-01-31; R35582-01-32; R35582-01-33; R35582-

01-34; R35582-02-04; R35582-03-01; R35582-03-02; R35582-03-03; R35582-03-05; R35582-03-06; R35582-03-08; R35582-04-01; R35582-04-03; R35582-04-04; R35582-04-05; R35681-01-01; R35681-01-02; R35681-01-03; R35681-01-04; R35681-01-05; and R35681-01-06, to be known as the “Lake Dogwood Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy upon each tax parcel within the special tax district of not to exceed 250 mills for the life of the special tax district; or (ii) an annual user service charge upon each tax parcel within the special tax district in an amount not exceeding \$2,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

The Election resulted favorably to the question being submitted therein, there being 33 votes cast in favor of the question and 15 votes cast opposed to the question.

Section 2.

The adoption of this resolution constitutes due publication of the results of the Election in accordance with terms of the Act.

Done this 11th day of July, 2017.

RICHLAND COUNTY, SOUTH CAROLINA

Chairman

(SEAL)

Clerk to Council

STATE OF SOUTH CAROLINA) CERTIFICATE OF RICHLAND
) COUNTY BOARD OF VOTER
COUNTY OF RICHLAND) REGISTRATION AND ELECTIONS

I, the undersigned executive director of the Richland County Board of Voter Registration and Elections do hereby declare and certify as follows:

My office did duly appoint Managers of Election (the “*Managers of Election*”) for each precinct within the Lake Dogwood Special Tax District (the “*District*”) for a special referendum (the “*Election*”) held on June 13, 2017, at which the following question was submitted to all qualified electors of the District (the “*Question*”), to wit:

Question

Shall Richland County, South Carolina be authorized to create a special tax district within the area commonly known as the “Lake Dogwood”, which area includes tax map parcels: R35481-01-02; R35481-01-03; R35481-01-04; R35481-01-05; R35481-02-01; R35481-02-02; R35481-02-03; R35481-02-04; R35481-02-05; R35481-03-01; R35581-01-01; R35581-01-02; R35581-01-03; R35581-01-04; R35581-01-05; R35581-01-06; R35581-01-07; R35581-01-08; R35581-01-09; R35581-01-12; R35581-01-13; R35581-01-14; R35581-01-15; R35581-01-17; R35581-01-18; R35581-01-19; R35581-01-20; R35581-01-21; R35581-01-22; R35581-01-23; R35581-01-24; R35581-01-26; R35581-01-27; R35581-01-28; R35581-01-29; R35581-01-30; R35581-01-31; R35581-01-32; R35581-01-33; R35581-01-34; R35581-01-35; R35581-02-01; R35581-02-02; R35581-02-03; R35581-02-04; R35581-02-05; R35581-02-06; R35581-02-07; R35581-02-09; R35581-02-10; R35581-03-01; R35581-03-02; R35581-03-03; R35581-03-04; R35581-03-05; R35581-03-06; R35581-03-07; R35581-03-08; R35581-03-09; R35581-03-10; R35581-03-12; R35581-03-13; R35581-03-14; R35581-04-01; R35581-04-02; R35581-04-03; R35581-04-05; R35581-05-01; R35581-05-02; R35581-05-03; R35581-05-04; R35581-05-05; R35581-06-01; R35581-06-02; R35582-01-01; R35582-01-03; R35582-01-04; R35582-01-05; R35582-01-06; R35582-01-07; R35582-01-08; R35582-01-09; R35582-01-10; R35582-01-11; R35582-01-12; R35582-01-13; R35582-01-14; R35582-01-15; R35582-01-16; R35582-01-17; R35582-01-18; R35582-01-19; R35582-01-20; R35582-01-21; R35582-01-22; R35582-01-23; R35582-01-24; R35582-01-25; R35582-01-28; R35582-01-29; R35582-01-30; R35582-01-31; R35582-01-32; R35582-01-33; R35582-01-34; R35582-02-04; R35582-03-01; R35582-03-02; R35582-03-03; R35582-03-05; R35582-03-06; R35582-03-08; R35582-04-01; R35582-04-03; R35582-04-04; R35582-04-05; R35681-01-01; R35681-01-02; R35681-01-03; R35681-01-04; R35681-01-05; and R35681-01-06, to be known as the “Lake Dogwood Special Tax District”, and shall such special tax district be further authorized to: (1) deliver public services affecting the proposed special tax district, including rehabilitating and repairing the Lake Dogwood Dam, improving Lake Dogwood and providing for ongoing maintenance, repairs and improvements related to the operations of the area constituting the special tax district; (2) issue general obligation bonds through Richland County in an amount not exceeding one million five hundred thousand dollars (\$1,500,000); and (3) impose (i) an annual tax levy

Exhibit A

Results of Referendum

4830-7879-2247, v. 1

the special tax district in an amount not exceeding \$2,500 for the life of the special tax district?

Yes, in favor of the question []

No, opposed to the question []

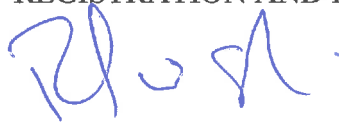
The returns for each precinct in the District have been duly canvassed, and it is hereby declared that the votes received resulted favorably for the passage of the Question, there being 33 votes cast in favor of the Question and 15 votes cast opposed to the Question. A more detailed analysis of the official results of each precinct is attached hereto as Exhibit A.

It is hereby certified that all acts, conditions and things required by the Richland County Board of Voter Registration and Elections under the Constitution and statutes of the State of South Carolina, including particularly Titles 4 and 7 of the Code of Laws of South Carolina, 1976, as amended, to exist, to happen and to be performed precedent to and in the conduct of the Election existed, have happened and were performed in due time, form and manner as required by law.

This Certificate shall forthwith be forwarded to the County Council of Richland County, South Carolina as a means of certifying the results of the Election.

Done this 15th day of June, 2017.

RICHLAND COUNTY BOARD OF VOTER
REGISTRATION AND ELECTIONS



Executive Director

(SEAL)

WITNESS:

By: Lilla McBride

Title: Deputy Director

	STATISTICS		LOCAL QUESTION			
	VOTES	CAST	FOR	AGAINST	ABSTAIN	OTHER
Gainers	110	44	29	15	0	0
Absentee	0	5	4	0	0	1
Emergency	0	0	0	0	0	0
Fallsafe	0	0	0	0	0	0
Provisional	0	0	0	0	0	0
TOTALS	110	49	33	15	0	1

PRECINCTS COUNTED (OF 5)		REGISTERED VOTERS - TOTAL		BALLOTS CAST - TOTAL		VOTER TURNOUT - TOTAL		LOCAL QUESTION	
Optical Scan	%	Optical Scan	%	Optical Scan	%	Optical Scan	%	Optical Scan	%
5	100.00	110	49	5	44	0	44.55	33	68.75
4	80.00	29	15	4	15	0	31.25	48	48.00
1	20.00	0	0	1	0	0	0.00	0	0.00
TOTAL VOTES		TOTAL VOTES		TOTAL VOTES		TOTAL VOTES		TOTAL VOTES	
5	100.00	110	49	5	44	0	44.55	33	68.75
4	80.00	29	15	4	15	0	31.25	48	48.00
1	20.00	0	0	1	0	0	0.00	0	0.00
Yes, in favor of the question.		No, opposed to the question.		Total		Over Votes		Under Votes	
4	80.00	29	15	4	15	0	31.25	48	48.00
1	20.00	0	0	1	0	0	0.00	0	0.00
Vote for 1		Vote for 1		Vote for 1		Vote for 1		Vote for 1	

Flash Data



REQUEST OF ACTION

Subject: FY18 - District 6 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$164,850** per the request of County Councilman Gregory Pearce District 6.

B. Background / Discussion

For the current Fiscal Year (2017-2018), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850 for each district Council member.

As it relates to this request, Mr. Pearce’s H-Tax discretionary account breakdown and its potential impact is listed below:

Initial discretionary account funding	\$164,850.00
Funding allocated through FY18 budget process	\$164,000.00
Current account balance	\$850
Historic Columbia Foundation	\$30,000.00
EdVenture	\$25,000.00
Columbia Museum of Art	\$19,000.00
Columbia Music Festival Assoc	\$15,000.00
SC Philharmonic Orchestra	\$15,000.00
Greater Columbia Restaurant Assoc	\$10,000.00
Ann Brodies Carolina Ballet	\$10,000.00
Five Points Assoc	\$10,000.00
701 Center for Contemporary Art	\$10,000.00
LR Sweet Potato Festival	\$ 5,000.00
Kingsville Historical Festival	\$ 5,000.00
Columbia City Ballet	\$ 5,000.00
Columbia Classical Ballet	\$ 5,000.00
Total	\$164,000.00
Remaining balance	\$ 850.00

C. Legislative / Chronological History

- 3rd Reading of the Budget – June 8, 2017

D. Alternatives

1. Consider the request and approve the allocation.
2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.



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

July 7, 2017

TO: County Council
FROM: Kevin Bronson, Assistant County Administrator
RE: Fire Service Contract

A handwritten signature in blue ink, appearing to read "Kevin Bronson", written over the "FROM:" line of the memo.

At the Special Called Meeting on June 27, 2017 Council considered the attached Fire Service Contract (Inter-Governmental Agreement - IGA) with the City of Columbia. After some discussion, Council deferred action on the item until its next scheduled meeting (July 11, 2017). A part of that deferral motion included a period of time in which the Councilmembers could provide additional comments about the language of the contract to the staff. The motion specified July 6, 2017 as the close of the comment period to the staff.

At that meeting and during the discussion of the agenda item comments from Vice chairman Malinowski were received. Those comments have been included and are so indicated on the Contract.

STATE OF SOUTH CAROLINA)
) RICHLAND COUNTY / CITY OF
) COLUMBIA INTERGOVERNMENTAL
) FIRE AGREEMENT
COUNTY OF RICHLAND)

This Agreement is entered into this ____ day of _____, 2017 by and between Richland County and the City of Columbia.

WHEREAS, the City of Columbia currently operates an organized fire department within the City of Columbia limits; and

WHEREAS, Richland County is the authority having jurisdiction within the Richland County (Service Area); and

WHEREAS, Richland County and the City of Columbia executed an Intergovernmental Fire Agreement dated July 1, 2012, which expires June 30, 2017; and

WHEREAS, Richland County Council and the City of Columbia Council desire to continue providing a seamless fire fighting system for Richland County and the City of Columbia through an equal partnership; and

WHEREAS, services will include fire suppression, rescue, hazardous materials incident response, and any other services as agreed upon by the Richland County and City of Columbia Councils for all residents located in the Richland County Service Area as defined below.

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

The purpose of this agreement is for Richland County, the Authority Having Jurisdiction (AHJ) in the Service Area boundaries, to delegate certain authority to the City of Columbia, to establish and develop an organized manner in which to administer, manage, operate and maintain a response system in Richland County for fire protection, to include fire suppression assets and provide for management of fire suppression, rescue, hazardous materials incident response and control, and other agreed upon services. Except to the extent provided otherwise herein, Richland County delegates the authority specifically to the Fire Chief to administer approved services, oversee, provide supervision, and the direction of all career and volunteer firefighting personnel, stations, apparatus, equipment, fire service activities and other services specified in this agreement for the (Service Area). However, nothing in this agreement is intended to prohibit or restrict the County in providing fire protection services for the Service Area (hereinafter defined) and it is their prerogative to determine what level of fire suppression or any and all other services they desire in the Service Area as determined by Richland County. Richland County will provide all other services not specifically delegated to Columbia in this agreement. Richland County shall continue to provide these services at its sole cost and expense.

The City of Columbia operates an established fire department and has an appointed Fire Chief which serves as the highest ranking fire official in Columbia, and will include the Richland County Fire District (Service Area) as defined by this agreement and, except as otherwise

provided herein, he shall have administrative and operational authority over department functions to include the administration of all approved funding as detailed in the City and County budgets. He reports directly to the Columbia City Manager. Resolution of issues related specifically to the Richland County Fire District (Service Area), will be brought to the City Manager by the County Administrator for resolution.

1. DEFINITIONS:

- a. "County" or "Richland County" shall refer to Richland County, Richland County Council, Richland County Administrator or his designee.
- b. "Columbia" shall refer to the City of Columbia, Columbia City Council, and Columbia City Manager or his designee.
- c. "Fire Services" shall refer to fire suppression, rescue, hazardous materials response, and any other services approved and funded by Richland County.
- d. "Operational Authority" is defined as the authority granted to Columbia by Richland County under this agreement, to be used in the direct operation of approved services, as outlined and funded by Richland County.
- e. "Operational Oversight" is defined as Richland County's authority to approve and monitor all services funded by this agreement.
- f. "Administrative Authority" refers to the administrative authority delegated to the Fire Chief to oversee, manage and approve all functions of the fire department as outlined in this agreement.
- g. "Columbia Financial Responsibility" is defined as the responsibility of Columbia to spend funds provided by Richland County in the manner approved and budgeted and to collect water fees or other fees as agreed upon and as described in this agreement, and to properly account for all personnel, operational funds, equipment and supplies.
- h. "Richland County Financial Responsibility" is defined as the responsibility of Richland County to budget, collect taxes, collect fees and other sources of revenue, to monitor Columbia's spending of budgeted funds, to monitor equipment and supplies purchased under this agreement, to distribute funds required to administer this agreement, and the right to audit any and all funds and processes used by Columbia in the administration of Richland County funds to implement this agreement.
- i. "Service Area" is defined as all areas of Richland County except those areas that are included in the incorporated limits of Columbia and the Town of Irmo.
- j. "County Fire District" refers to a duly adopted taxing district that includes all areas in Richland County. An ad valorem tax is collected to provide funding for Richland County Services.
- k. "ISO" is the Insurance Services Office. ISO evaluates and rates fire districts and departments.
- l. "PPC" refers to the ISO Public Protection Classification used to provide a quantitative value of a fire department's fire suppression capability.
- m. "AVL" refers to Automatic Vehicle Location System that is used by the 911 Call Center to track the location of emergency vehicles in real time.
- n. "CAD" refers to the Computer Aided Dispatch system used by the 911 Call Center to process emergency calls, incident information, emergency vehicle identification, routing and

other information used in the dispatching and tracking of calls and emergency vehicles to emergency scenes.

- o. The "CA" refers to a Contract Administrator. Richland County and the City of Columbia may authorize and assign individuals to monitor compliance of this agreement.
- p. The "FAC" refers to the Fire Advisory Committee which will provide advisory input into the operations of the fire suppression service outlined in this agreement.
- q. "Automatic Aid" refers to the immediate dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits for an emergency call or incident.
- r. "Mutual Aid" refers to the dispatch of Richland County or Columbia fire suppression resources to areas outside of the Service Area and/or Columbia city limits after another jurisdiction requests direct assistance.
- s. "Overtime or OT" refers to the time a worker who is funded through this agreement, is allowed to work above the hours of his/her regularly scheduled shift. Any work requiring any type of compensation other than the regular budgeted salary for the worker, will be considered Overtime work.
- t. "Communications Center" refers to the joint Richland County / Columbia 911 Public Safety Answering Point and dispatch center.
- u. "NFPA" refers to the National Fire Protection Association which sets codes and consensus standards for the fire service.
- v. "OSHA" refers to the Occupational Safety and Health Administration, which regulates all worker safety.
- w. "Minimum Staffing" refers to the established minimum staffing levels for fire shift throughout the County Service Area and the City of Columbia limits as set forth in Appendix B of this agreement which defines the total number of career fire personnel on-duty each 24-hour shift.
- x. "NIMS" refers to the National Incident Management System used by the fire department to provide a systematic, proactive approach for guidance for operations for the management of domestic incidents in order to reduce the loss of life and property and harm to the environment.
- y. "Overhead" refers to the cost of administrative and support personnel required to operate and manage the Columbia Fire Department and the Richland County (Service Area), which is shared by the County and City funded and charged proportionately at salaries plus benefits to be detailed within each respective budget.
- z. "Days" unless otherwise noted refers to business days.

Commented [KB1]: B Malnowski -- add definition of "days"

2. ORGANIZATION

a. A Fire Advisory Committee (FAC) shall be established consisting of the following members: Richland County Council will elect one Richland County Council Member, who will represent primarily unincorporated areas of Richland County; Columbia will select one Columbia City Council Member; County Administrator or a representative; City Manager or a representative; Richland County Emergency Services Director; Columbia Assistant City Manager; and the Columbia Fire Chief. Both parties can appoint one additional member each.

b. The purpose of the FAC is to provide advisory input into the joint fire policies, procedures, budget requests, and planning as it relates to providing fire service in the Richland County Service Area and in Columbia. The FAC should meet no less than quarterly.

c. Fire Chief – If applicable, during the term of this agreement, the Fire Chief shall be selected by the City of Columbia. The City will appoint a Selection Committee with representation from the City and County to conduct candidate reviews and to make nonbinding recommendations to be submitted in writing to the City Manager. The City Manager with input from the County Administrator or his designee will appoint the Fire Chief as set forth in the City Code and State law. The FAC and the County Administrator will provide input into the Fire Chief's annual performance review submitted in writing to the City Manager.

3. FIRE STATIONS

a. The County will be responsible for all existing County owned and operated fire stations and will conduct routine maintenance as required in order to meet applicable codes and regulations for workplace environments. Richland County shall be responsible for insuring all fire stations at its sole cost and expense. The City agrees to use reasonable efforts to avoid damage to all County owned fire stations. Should any fire station be damaged by the negligence or willful actions or omission of any City employee, agent, or contractor, the City agrees to pay the County for any damage not reimbursed to the County by insurance.

Commented [KB2]: B. Malinowski – delete this phrase

b. The City will be responsible for all existing City owned and operated fire stations and will conduct routine maintenance as required in order to meet occupational safety and health administration regulations for workplace environments. City of Columbia shall be responsible for insuring all fire stations at its sole cost and expense.

c. Additional fire stations may be constructed during the terms of this agreement. The Fire Chief will submit new station recommendations to Richland County for consideration. The Fire Chief may establish new committees to assist in developing those recommendations; provided, however, Richland County will have the final decision as to where new or relocated stations will be constructed in the Service Area.

d. The Fire Chief as a part of the annual budget process will make capital improvement recommendations to include any new fire stations to be contained within each City and County budgets as applicable.

e. Richland County shall design, fund and build expansion stations in accordance with Richland County's strategic and capital improvement plans.

f. The City of Columbia shall design, fund and build expansion stations in accordance with The City of Columbia's strategic and capital improvement plans.

4. PERSONNEL

- a. Overhead personnel costs will be jointly funded by Richland County and the City of Columbia to support the operations of the Columbia Fire Department and the Richland County (Service Area). The overhead funding to support such operations will be funded as outlined in Appendix A of this agreement and is subject to approval by each party. The overhead personnel costs will be appropriately charged within the approved County and City budgets with each party being charged its proportionate share of such personnel cost to include salaries plus benefits.
- b. Fire-shift (24-hour) staffing personnel will be funded by Richland County and the City of Columbia based on minimum staffing levels as outlined in Appendices B.1 and B.1. The fire career shift staffing personnel cost will be appropriately charged to each station budget by general ledger code.
- c. The fire department will establish a software interface with its current staffing software and the financial software used by the City to accurately track actual personnel cost to ensure all cost funded by Richland County and the City of Columbia are charged appropriately. This will ensure all personnel working on a City or County unit are charged to that unit and the minimum staffing levels are maintained as stated in Appendices B.1 and B.2.
- d. The fire department will staff each career fire shift position based on ISO fire company distribution of on-duty personnel and best industry practices which meets South Carolina-Occupational Safety and Health Administration (SC-OSHA) regulations and the National Fire Protection (NFPA) Standard 1710, for fire suppression deployment operations for interior structural fire fighting operations and rescue activities for initial arriving companies and initial full alarm assignment capabilities. The Fire Chief or his designee will endeavor to maintain the established minimum staffing levels for fire shift on a daily basis. However, these minimum levels may be adjusted on any 24-hour shift as deemed necessary while accomplishing the overall mission of the department.
- e. The fire department will include in its quarterly reports to the County and to the FAC summary reports of all personnel costs charged to each station budget which will include all staffing exceptions charged and total number of staffing hours each station was covered. These reports will assist the County and the FAC in ensuring all budgeted to actual expenses are charged to the appropriate accounts as approved by each council. The specific content details to be provided in any report required by the terms of this agreement shall be developed and mutually agreed to the County and the City.
- f. Personnel funded by Richland County will be stationed in the Service Area and personnel funded by Columbia will be stationed in areas inside of Columbia City limits.
- g. Any temporary movement of County personnel used to fill shortages or vacancies at Columbia stations must be accounted for by location, with costs assigned to the appropriate budget (i.e. if County funded personnel are moved to a City fire station for any shift, the City shall be required to pay all personnel costs/overhead for that employee for such shift). The City must keep a daily log of any such movement, which shall be immediately available to the

County's Contract Administrator upon request, and which shall also be included in the quarterly reports to the County. Subject to paragraph 4.f., the Fire Chief or his designee will have the authority to move and/or reassign or transfer personnel but must stay within the established Richland County fire budget.

h. With the exception of volunteer firefighters, personnel authorized and funded in the Richland County fire suppression budget under this agreement, shall be considered City of Columbia employees and subject to the personnel, health and safety policies of Columbia. However, all volunteer firefighters, while not generally employees, will comply with the personnel, health and safety policies of the City of Columbia as referred to in the Volunteer Standard Operating Guidelines.

i. Only positions authorized and funded under this agreement, and used in the manner approved by Richland County, shall be paid from the adopted and approved Richland County fire suppression budget. Failure of the City to supply the necessary documentation for the County to determine the City's compliance with this provision, and/or the City's failure to comply with the provision are hereby declared a material breach of this contract.

j. A program for volunteer recruitment, retention, promotion, credentialing, and career development will be established by the Fire Chief and managed by a staff officer, whose role will be to recruit and retain volunteer firefighters for staffing each volunteer fire station as defined for the Service Area as listed in Appendix B.1 (volunteer staffing by station).

5. COUNTY

a. This agreement will be monitored through the Richland County Emergency Services Department. The Richland County Contract Administrator(s) will monitor this agreement for compliance. The CA or CA's shall have access to any records pertaining to the administration of this agreement and all data collected by Columbia in its implementation of this agreement.

b. All Richland County buildings (excluding fire stations), vehicles and large pieces of equipment will be insured by Richland County with limits of liability as established by South Carolina law for governmental entities. The City, pursuant to Section 12.d., below, shall be required to pay its proportional share (52.6%) of any annual insurance premiums. Such costs shall be allocated via the annual budgeting process for the City and the County.

c. Richland County, at its own expense and outside of the funds budgeted and allocated herein, will be responsible for routine maintenance of stations and vehicles owned by Richland County. Fleet maintenance shall be accomplished through the County's normal fleet services program. The County, with the advice of the Fire Chief, shall establish a routine fleet maintenance schedule.

d. Richland County will determine where new or relocated stations will be constructed in the Service Area with advisory input from the Fire Chief. Richland County will design, fund and

build expansion stations in accordance with Richland County's strategic and capital improvement plans.

e. Richland County maintains the right to conduct, at any time and without prior notice to the City, at its sole cost and expense, an audit of any and all parts of this agreement to ensure compliance; however, a draft copy of the results shall be provided jointly.

6. COLUMBIA

a. Tactical operations will be administered using Standard Operating Procedures, Standard Operating Guidelines, policies and procedures as approved by the Fire Chief.

b. Any and all agreements for automatic aid or mutual aid entered into by Richland County with any other agency or governmental entity will be activated by incorporating them into the emergency response protocols for fire suppression response, and in Communications Center resources such as AVL and CAD, and in all practical applications.

c. A comprehensive water supply program will be developed to include the use of public and private water systems with hydrants, lakes, ponds, streams, swimming pools, dry hydrants, tankers and a water shuttle system. The water supply response directives will be incorporated into the CAD system.

d. A training and deployment plan for the water shuttle program will be developed and exercised monthly to improve training and implementation of the water shuttle system.

e. The Columbia Fire Chief shall prepare a monthly report to be presented to Richland County. The report will outline fire calls by type, other emergency calls by type, personnel status including vacancies, detailed reports of daily station/staffing assignments for personnel paid for using County funds, and staffing patterns, training, financial data including expenditures with line item breakdown reconciled with the daily staffing report, equipment status including needed maintenance of vehicles, and any other pertinent data needed to reflect the status of the fire suppression response system. The Fire Chief will present to Richland County and the FAC a comprehensive report on the status of the fire service on a quarterly basis, or more often if requested by the County or the FAC. Such quarterly reports shall include detailed financial data from the compiled monthly reports, and projected costs and budget deficits for the remainder of the then current fiscal year. Failure of the City to provide the reports required in this paragraph is hereby declared a material breach of this agreement.

f. The City of Columbia will require fire hydrants along new water system lines at distances outlined by the International Building Code and the Insurance Services Office (ISO).

g. All hydrants located in the Service Area owned by Columbia shall be inspected yearly, repaired, maintained, tested and marked per ISO and other applicable standards. The City of Columbia will endeavor to repair hydrants within thirty (30) days' notice of receiving

information a hydrant is inoperable and/or establish a contingency plan for alternative water supply coverage when deemed necessary.

h. All front line fire response vehicles will utilize the AVL and dispatch CAD system to determine closest appropriate response unit. This information will also be used to determine the correct number of units needed to respond to emergency calls as identified by the type of call.

i. Columbia shall maintain all County owned equipment assigned to Columbia through this agreement, at the same level of service as Columbia equipment is maintained. The cost will be included in each party's annual budget process. All repairs and maintenance charges will be charged to the appropriate station budget that reflects the actual time and cost of maintaining all City and County owned equipment. All associated data and cost information of the maintenance program shall be included in the monthly report sent to the County and included in the FAC quarterly report.

The County, at its own expense and outside of the funds budgeted and allocated herein, shall maintain its own vehicles, apparatus, and fire trucks through the County's normal fleet services program. The City shall notify the County of any known issues with any County vehicles that require maintenance outside of the routine fleet maintenance schedule. The County shall effectuate repairs and maintenance in a timely manner.

j. With the exception of the electronic inventory reporting and staffing software interfaces, all reporting required by this agreement will be reported in a format available to the City and initiated immediately. The electronic inventory and staffing interfaces will be provided at such time the City's software is installed and fully operational.

7. EQUIPMENT

a. For the entire term of the agreement, the fire department will continue to utilize the electronic inventory and asset accounting tracking system to maintain separate inventories based on County or City owned assets.

b. As equipment and supplies are processed for distribution, hand receipts will be used and filed electronically to maintain an accurate record of which equipment was received/issued. A listing of the location of where the property is assigned and to which entity it is charged shall be created each time equipment or supplies are distributed, issued or transferred. The list shall be available to the County immediately upon demand and shall automatically be supplied to the County no less than monthly. No equipment or supply will be issued unless it is signed for and charged to the appropriate station account and approved by the Logistics officer.

c. The Fire Chief will submit quarterly reports to Richland County and the FAC for review to ensure all resources, equipment and assets funded by the City and the County are recorded and kept separate. Failure of the City to supply this report is hereby deemed to be a material breach of this agreement.

d. A complete year-end inventory will be conducted each year of all apparatus, support vehicles and equipment. It will be the responsibility of the Fire Chief to ensure all inventories are reconciled and maintained throughout the duration of this agreement. A copy will be sent to Richland County each year prior to the end of May. The County may conduct on-site inspections of any County building (fire station) at any time to reconcile the daily, monthly, quarterly, or year-end reports with the actual apparatus, support vehicles, assets and equipment at each station. Upon inspection, if the County determines that any report does not reconcile with actual observable conditions, the County shall give the City forty-eight (48) hours' notice to rectify such error. Failure of the City to rectify the error within the forty-eight (48) hour time limit is hereby deemed to be a material breach of this agreement.

e. Spare or surplus equipment must be kept segregated as Richland County or City of Columbia property.

f. All vehicles purchased with Richland County funds and used by the Columbia Fire Department in implementing this agreement must have "Richland County" displayed on the vehicle. This may be illustrated as "Columbia-Richland."

g. Richland County will establish and fund interoperable voice and data communication resources for use in the Service Area for vehicles, fire fighters who are funded by Richland County, and for use in alerting of volunteer fire fighters assigned to Richland County stations.

h. The City of Columbia will establish and fund interoperable voice and data communication resources for use in the City for vehicles, fire fighters who are funded by the City, and for use in alerting of fire fighters assigned to City Stations.

i. All dead-lined or obsolete equipment or vehicles purchased with Richland County funds will be returned to Richland County for disposal.

8. OPERATIONAL IMPLEMENTATION

a. All incident operational responsibilities outlined under this agreement will be conducted using current National Incident Management System guidelines and the Incident Command System.

b. All Richland County fire assets authorized by this agreement, and assigned to Richland County stations, are available for automatic aid response in Columbia and may be dispatched and used on emergency calls within Columbia. All Columbia fire assets assigned to Columbia stations are available for automatic aid response in Richland County and may be dispatched to calls in the Service Area.

c. Richland County further delegates to the Fire Chief the authority to limit or restrict the use, for safety reasons, of any and all fire vehicles purchased with Richland County funds and used in the administration of this agreement. Richland County shall provide to the Fire Chief all

applicable policies related to the operations of Richland County owned vehicles to ensure the vehicles are operated consistent with Richland County policies regarding the use County vehicles. At no time will County owned equipment, vehicles, assets, or inventory be assigned to City fire stations.

d. All Richland County fire resources shall be available for automatic and mutual aid response to any surrounding jurisdictions provided it does not create a shortage of fire suppression capabilities in the Service Area and the automatic aid agreements have been approved by Richland County.

9. VOLUNTEER FIREFIGHTERS

a. Under the terms of this agreement all volunteer firefighting personnel will report through the chain of command to the office of the Fire Chief and will perform their duties as defined and at the discretion of the Fire Chief. The Fire Chief will have the authority to appoint or remove any volunteer firefighter with input from the County Director. As volunteer firefighters are not regularly paid City employees, volunteers will receive ONLY their routine fuel reimbursements, which shall come from the Richland County line item budgeted solely for this purpose. No other costs may be paid out of the fuel reimbursement line item. If a volunteer is paid any money by the City other than fuel reimbursement, that employee, for the purposes of this agreement, shall be considered a city employee and not a volunteer. All volunteers will be subject to all departmental policies, rules and regulations as set forth by the Fire Chief. The City's improper use of the fuel reimbursement line item or the payment to any volunteer any funds beyond fuel reimbursement (i.e. stand-by pay, etc.) is hereby deemed a material breach of this agreement.

b. There shall be a volunteer recruitment, retention and training program for volunteers as authorized in this agreement.

c. Richland County shall provide Worker's Compensation Insurance for volunteers that will supplement the present statutory worker's compensation benefits for volunteer fire fighters. The County, at its discretion, may self fund these benefits. No Worker's Compensation benefits or claims will be paid by the County for any City employee or any person considered a City employee for the purposes of this agreement (see Sec. 9.a.). The following requirements pertaining to worker's compensation shall apply to this agreement:

1. The City, upon notice of an injury or claim by a volunteer, shall notify the County Risk Manager of such injury or claim within four (4) hours of such notice;
2. The City, its employees, agents, or anyone under its control or supervision, shall NOT direct the care or treatment of any claimant, nor may it make any attempt to direct or administer the claim in any way;
3. Any City employee or person treated as a City employee under this agreement (see Sec. 9.a.) shall make all claims for injury of any kind to the City;
4. If the City fails to fully comply with paragraphs 1, 2, or 3, above, and the County accrues costs related to a claim (for defense or payment of claim), the County shall

invoice the City for such costs, with such invoice being due and payable within thirty (30) days.

d. A volunteer's privately owned vehicle may be authorized by Richland County to use red emergency lights and siren when responding to an authorized emergency call. Volunteers and their vehicles must meet criteria and guidelines established by the Richland County Fire Marshal.

e. Volunteers designated by Richland County to operate a privately owned emergency vehicle using red lights and sirens, must be pre-approved by the Richland County Fire Marshal's office. Each vehicle approved by Richland County must display an "Authorized Emergency Vehicle" decal issued by Richland County. Volunteers approved to operate a privately owned emergency vehicle must meet all requirements as established by the Richland County Fire Marshal. Volunteers will be issued an "Emergency Vehicle Authorization" identification card that must be carried while operating a designated privately owned emergency vehicle.

f. Approved volunteer firefighters meeting the minimum training and safety standards will be used to staff all volunteer stations as listed in Appendix B.1, as amended. Volunteers will be trained based on the Columbia Fire Department's training and response standards ranging from non-smoke, smoke, driver operator, officer, and/or administrative capabilities as set by the Fire Chief and implemented and monitored by the Volunteer Coordinator. The Volunteer Coordinator will develop minimum training requirements for credentialing volunteers for use in special operations to include hazardous materials response and technical rescue operations.

g. All volunteer firefighters will be encouraged to participate in riding on all fire units career and volunteer in addition to the minimum staffing levels to ensure a seamless fire fighting force and to enhance training sessions and fire ground cohesion during emergencies.

10. FIRE FIGHTER TRAINING

a. All fire fighters authorized under this agreement will receive the same level of training regardless of career or volunteer status and must maintain defined standards as set by the Fire Chief.

b. Training will be provided equally and shall be conducted on weekends, weekdays, and weeknights and at hours that accommodate career and volunteer firefighter work schedules.

c. A training schedule will be coordinated and published in May of each year outlining the classes being offered for the next 12 months, starting in July of each year. All published classes will be conducted regardless of limited attendance. Should classes targeted to the volunteer firefighters schedule not have sufficient applicants signed up to attend the remaining slots will be filled with career personnel as to ensure the class is not cancelled due to lack of participation.

d. Volunteer training classes will be rotated between County stations in the upper part of the County, lower part of the County and the northwest part of the County.

e. There shall be a combination of career and volunteer designated instructors for all firefighter and will be coordinated through the Fire Department Training Bureau.

f. Richland County and the City of Columbia during the term of this agreement agree to endeavor to provide through proposed budget process funding to train and provide as staffing allows one (1) on-duty Emergency Medical Technician (EMT) for each roster staffed fire engine within the Columbia Fire Department and Richland County (Service Area) as funding permits.

11. PUBLIC PROTECTION CLASSIFICATION

a. The County and City portions of the fire suppression budget and all operational policies and procedures for fire suppression activities will support maintaining and improving the ISO PPC currently in place at the time of this agreement.

b. Expenditure of County and City funds for training, equipment and supplies must be used to maintain or improve the ISO PPC for the respective service areas of the Columbia Fire Department and the Richland County (Service Area) and must be approved by the Fire Chief.

12. FINANCIAL/ ACCOUNTABILITY

a. Each year the Fire Chief will develop and present separate budgets for fire protection services within the Richland County (Service Area) and the City of Columbia. Each budget will consist of a detailed fire budget to include; fire administration, operations-(suppression) station-by-station, training and logistics. The Fire Chief will work directly with the Richland County Emergency Services Director (County Director) to draft a budget request for Richland County which meets the needs of the County and the City.

b. Each budget request will detail those costs associated and determined by the Fire Chief, and the County Director provided herein, as necessary, in order to maintain the current service levels including the minimum career staffing levels as set forth in Appendix B, which shall be reviewed each year during the budget process, and amended as deemed necessary by joint agreement of the City and County. Each budget request will be at the funding levels necessary for the collective operations of the Columbia Fire Department and the Richland County (Service Area) and will include any supplemental requests as may be deemed necessary for expansion of service levels. The costs associated with the operation of the fire administration and each stations operation will be detailed.

c. The budget requests will outline all expenses, assigning each expense to the appropriate general ledger account and station budget. All personnel funded will be listed and include current salary information. All personnel, equipment and supply costs must be attributed to a specific station. Cost of living and merit increases will be included within each budget request as recommended by the City Manager. After reviewing the budget request, Columbia and Richland County Councils will determine for their organization the amount to be funded to

support operations. Should funding levels need to be reduced, the Fire Chief will make recommendations to the City Manager and the County Administrator as to where services could be reduced in order to meet funding levels and they will have final approval for their respective areas. After the budget has been approved the Fire Chief must remain within established funding levels during the budget year. Failure of the City to provide the services described in this agreement within the annual approved County budget is hereby deemed to be a material breach of the agreement; provided, however, that if the City timely requests a budget increase from the County in any budget year, and such request is granted by the County, no breach has occurred.

d. Each year the City of Columbia through the City Manager shall present a budget request that reflects the actual cost to operate the County's portion of the fire service to the Richland County Administrator. Richland County and City of Columbia will review the budget request and make adjustments and recommend the budget for County Council consideration and approval. While the actual costs for fire services in the combined service areas of the County and City (Total Cost) may increase or decrease, the City's proportional share of such Total Cost shall, for the term of this agreement, be 52.6%, while the County's proportional share shall be 47.4%. For example, if the Total Cost to provide fire services to the combined service area is \$1,000,000 for one year, the City would pay \$526,000, while the County would pay \$474,000. This ratio shall remain the same regardless of any increase or decrease in Total Cost. If at any time during any fiscal year, the City requests a budget increase from the County for the remainder of the fiscal year, the City shall present the total cost increase needed to the County, and if the Richland County Council deems it appropriate, the County shall provide 47.4% of the total cost presented while the City shall be required to appropriate the remaining 52.6% of the total cost presented. Failure of the City to provide its proportional share as provided in any part of this paragraph, shall be deemed a material breach of the agreement.

e. The County budget request will be presented to the Richland County Administrator prior to December 1st of each year.

f. The City of Columbia shall collect a fee in the amount required by City Code Sec. 23-146(g), on each City water customer account located in Richland County in the Service Area. These fees will be used by Richland County to defray funding costs for the approved Richland County fire suppression budget. All fees collected pursuant to this agreement are to be remitted to Richland County on a monthly basis. Richland County may request to increase the fee for City Council's consideration, which is in the sole and exclusive legislative discretion of City Council to approve or not to approve.

g. All budgeted, routine supplies and equipment purchases made in accordance with this agreement or identified in the annual budget appropriations must be made pursuant to the City of Columbia or Richland County procurement regulations, respectively, and charged to the appropriate general ledger/object code for City or County. All such purchases for services and expenses will be detailed by line item indicating the purchase based on City or County owned.

h. The Fire Chief will develop a Research & Development Group charged with developing apparatus and equipment specifications meeting best industry practices for use within the City

and County. The group will be comprised of members for the department both career and volunteer. Any apparatus and equipment purchased shall be compatible with the City's equipment and meet or exceed the latest (NFPA) National Fire Protection Association standards and/or applicable (OSHA) Occupational Safety and Health Administration regulations, and any other applicable safety standards. The Fire Chief will develop and approve specifications for equipment and routine capital items listed within the budget, to include but not limited to; structural firefighting gear, safety equipment, firefighting equipment, breathing apparatus, extrication and rescue equipment, hazardous materials and response equipment as to ensure in-kind consistency throughout the unified system. The Fire Chief will provide to Richland County, apparatus (fire truck) specifications that may be used for purchasing of apparatus in the County (Service Area) in order to maintain consistency throughout the unified system.

i. A separate long-range capital replacement plan for large apparatus and vehicle and major station renovations shall be developed and presented to Richland County for consideration.

j. Equipment and vehicles purchased with Richland County or City of Columbia funds and used in the administration of this agreement will be stationed at stations for use in providing services as described in this agreement and annual budget appropriations.

k. The County may endeavor to adequately fund and replace their apparatus, support vehicles and equipment as necessary in order to maintain a strong rolling stock, to include additional pumpers, a rescue, a ladder, tankers, brush trucks, and support vehicles to serve as reserve units when front line units are out of service for maintenance.

l. The City and County budgets shall fund the cost of all vehicles repairs, replacements and fuel expenses for its own vehicles that support the unified fire operations and as listed in Appendix A (Overhead Vehicles) to be listed within each respective budget as listed in Appendix A at 15 vehicles each totaling 30 overhead vehicles.

m. Richland County under the terms of this agreement will fund one staff position within the following City of Columbia departments to off-set such costs associated with the management of career and volunteer personnel within the Richland County Service Area; one (1) Human Resources Specialist position and one (1) Payroll Supervisor position within the finance/payroll department, as budget funding becomes available during the term of this agreement.

Commented [KB3]: B Mahnowski - staff positions to be County staff positions

13. ANNEXATION

All County stations will remain the property of Richland County. In the event the City of Columbia should annex any area located in the County Service Area that contains a County fire station, Richland County may in its sole and exclusive discretion, offer to sell the station to the City of Columbia upon such terms and conditions as Richland County and the City of Columbia may mutually agree. Upon annexation, the County's proportional share (see Sec. 12.d.) shall

decrease in an amount proportional to the decrease in square feet of land in the total Service Area. Such change shall take effect on July 1 following the annexation.

Commented [KB4]: B Malinowski -- "within 30 calendar days"

14. TERMS

- a. This agreement shall be effective as of July 1, 2017.
- b. The term of this agreement shall be for five (5) years and may be renewed by consent and agreement of both parties for an additional five (5) years.
- c. Either party may terminate this agreement after notifying the other party in writing with no less than six (6) months' notice; however both parties agree to a consenting transition plan of at least twelve (12) months concluding at the end of fiscal year (June 30).

15. INCORPORATION AND MERGER

- a. This document contains the entire agreement between the parties and no other representations, either written or oral shall have effect. Any modification of this Agreement shall be by a signed writing between the parties.

16. MISCELLANEOUS

- a. **BREACH:** In the event either party shall fail to comply with this Agreement, and such failure shall continue for a period of thirty (30) days, unless a shorter period is specifically provided herein, after written notice of default has been provided by the other party, then the complaining party shall be entitled to pursue any and all remedies provided under South Carolina law and/or terminate this Agreement.

1. **Material Breach/Liquidated Damages.**
 - i. In addition to the remedies provided above for breach, if the City shall be in material breach according to the express provisions of this agreement, and such material breach shall continue for a period of fifteen (15) days after written notice of the material breach has been provided by the County, unless a shorter period is specifically provided herein, the parties hereby agree as part of the consideration for this agreement that the City shall pay the County \$250 per day, not as a penalty but as liquidated damages for such material breach of the agreement, for

each and every calendar day that the City shall be in material breach until such breach is cured.

- ii. The said amount is fixed and agreed upon by and between the City and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and said amount is therefore agreed to be the amount of damages the County would sustain.

b. **WAIVER:** The failure of either party to insist upon the strict performance of any provision of this Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provisions or of any other provision of this Agreement at any time. Waiver of any breach of this Agreement by either party shall not constitute waiver of subsequent breach.

c. **NOTICE:** Written notice to the City shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid or addressed to:

City of Columbia
City Manager
Post Office Box 147
Columbia, SC 29217

Written notice to the County shall be made by placing such notice in the United States Mail, Certified, Return Receipt Requested, postage prepaid and addressed to:

Richland County
County Administrator
2020 Hampton Street
PO Box 192
Columbia, SC 29202

Written notice also may be made by personal hand-delivery to the City Manager or the County Administrator.

d. **AGREEMENT INTERPRETATION:** Ambiguities in the terms of this Agreement, if any, shall not be construed against the City nor the County. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

e. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision

were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision..

f. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

g. NON-APPROPRIATION: Notwithstanding anything in this Agreement to the contrary, the City's and the County's obligations to pay the costs of performing its obligations under this Agreement shall be subject to and dependent upon appropriations being made from time to time by the City Council and County Council for such purpose.

h. APPENDICES: The appendices to this Agreement shall be mutually agreed upon by the City and County within thirty (30) days of execution of this agreement, or as soon thereafter as is practicable.

In WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate original, the day and year first above written.

WITNESSES:

Gerald Seals, Administrator
On behalf of RICHLAND COUNTY

WITNESSES:

Teresa Wilson, City Manager
On behalf of CITY OF COLUMBIA

For the
**RICHLAND COUNTY / CITY OF
COLUMBIA INTERGOVERNMENTAL
FIRE AGREEMENT**

APPENDIX A

APPENDIX B.1

APPENDIX B.2

APPENDIX A

PERSONNEL (OVERHEAD)

#	POSITION	#	POSITION
1	Fire Chief	1	Health & Safety Chief
1	Deputy Chief	1	Volunteer Coordinator
2	Assistant Chief	1	Senior Staff Assistant
1	Division Chief (Administration)	1	Administrative Coordinator
1	Special Operations Chief	1	Computer Operator
1	Public Information Officer	4	Administrative Secretary
1	Chief of Training	1	Logistics Chief
4	Training Captain	1	Logistics Support Technician
1	Training Coordinator	1	Breathing Apparatus Technician
3	Division Chief (Suppression)	1	Materials Inventory Clerk
	Total	31	

31 overhead positions are equally funded by Richland County and the City of Columbia, which includes salaries plus benefits listed within each parties respective administrative budgets.

FIRE SHIFT PERSONNEL (OVERHEAD)

The following personnel are included and considered overhead and work a 24-hour fire shift schedule and are funded from the appropriate station budget as listed in Appendix B.1 & B.2.

#	POSITION
15	Battalion Chief

APPENDIX A

OVERHEAD (VEHICLES)

#	CITY - FUNDED		#	COUNTY - FUNDED
1	Fire Chief		1	Deputy Chief
1	Assistant Chief		1	Assistant Chief
1	Division Chief (Administration)		1	Special Operations Chief
1	Division Chief (Suppression)		1	Shift Staffing Chief
1	Public Information Officer		1	Chief of Training
1	Health & Safety Chief		1	Volunteer Coordinator
1	Logistics Chief		1	Logistics Support Technician
1	Breathing Apparatus Technician		1	Training Captain
1	Training Captain		1	Training Captain
1	Training Captain		1	Battalion Chief (Suppression)
1	Battalion Chief (Suppression)		1	Battalion Chief (Suppression)
1	Reserve Response Vehicle		1	Reserve Staff Vehicle
1	Reserve Staff Vehicle		1	Reserve Staff Vehicle
1	Reserve Staff Vehicle		1	Reserve Staff Vehicle
15	Total		15	Total

The listed vehicles are assigned to emergency response personnel and support staff and will be equally funded by Richland County and the City of Columbia to include all fuel cost, repairs and maintenance cost and listed within each parties respective budgets. Future replacement vehicles will be requested and funded through each respective budget process. These vehicles support the entire operations of the Unified Fire Service.

APPENDIX B

B.1

PERSONNEL

County (Fire Shirt Career Staffing) and Volunteer Staffing By Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing	Volunteer Total Staffing
Fire Headquarters	Career	Engine 1/Haz Mat 1	*2	6	0
Dentsville (Station #14)	Career	Engine 14 Ladder 14	4 4	12 12	0
Cedar Creek (Station #15)	Satellite Station (No Career Staff)	Engine 15 Tanker 15 Brush Truck 15	0 0 0	0 0 0	10
Upper Richland (Station #17)	Combination	Engine 17 Tanker 17 Brush Truck 17	2 1 0	6 3 0	20
Crane Creek (Station #18)	Combination	Engine 18 Tanker 18 Brush Truck 18	2 1 0	6 3 0	20
Gadsden (Station #19)	Combination	Engine 19 Tanker 19 Brush Truck 19	2 1 0	6 3 0	20
Ballentine (Station #20)	Combination	Engine 20 Tanker 20 Brush Truck 20 Rescue 2	2 1 0 **3	6 3 0 9	20
Springhill (Station #21)	Satellite Station (No Career Staff)	Engine 21 Tanker 21 Brush Truck 21	0 0 0	0 0 0	10
Lower Richland (Station #22)	Combination	Engine 22 Tanker 22 Brush Truck 22 Battalion 4	4 1 0 1	12 3 0 3	20
Hopkins (Station #23)	Combination	Engine 23	2	6	20

#23)		Tanker 23 Brush Truck 23 Rescue 5	1 0 **3	3 0 9	
Sandhill (Station #24)	Combination	Engine 24 Battalion 3	4 1	12 3	0
Bear Creek (Station #250)	Combination	Engine 25 Tanker 25 Brush Truck 25	1 1 0	3 3 0	20
Blythewood (Station #26)	Combination	Engine 26 Tanker 26 Brush Truck 26	1 1 0	3 3 0	20
Killian (Station #27)	Combination	Engine 27 Tanker 27 Brush Truck 27 Rescue 3	2 1 0 **3	6 3 0 9	20
Eastover (Station #28)	Combination	Engine 28 Tanker 28 Brush Truck 28	1 1 0	3 3 0	20
Congaree Run (Station #29)	Combination	Engine 29 Tanker 29 Brush Truck 29 Rescue 4	1 1 0 **3	3 3 0 9	20
Capital View (Station #30)	Combination	Engine 30 Tanker 30 Brush Truck 30	1 1 0	3 3 0	20
Leesburg (Station #31)	Career	Engine 31 Tanker 31 Brush Truck 31	4 1 0	12 3 0	0
Jackson Creek (Station #32)	Career	Engine 32	4	12	0
Gills Creek (Station #33)	Career	Engine 33	4	12	0
Elders Pond (Station #34)	Career	Engine 34	4	12	0
TOTALS			78	234	260

*** Engine/HazMat 1: Unit is stationed at Fire Headquarters and is staffed with four (4) career personnel, but funded equally by Richland County & City of Columbia at**

two (2) personnel each. These personnel staff both City Engine #1 and Haz Mat #1. Haz Unit #1 supports the entire Unified Fire Service

**** Rescue Apparatus are currently staffed with three (3) full time personnel per shift. If additional funding becomes available during the life of this agreement, Richland County may consider additional a fourth (4th) Full time position.**

APPENDIX B

B.2

PERSONNEL

City- (Fire Shift Career Staffing) by Station

STATION	STAFFING	UNIT	Career Minimum Daily Staffing	Career Total Staffing
1 – Headquarters	Career	Engine 1/Haz-Mat 1	2*	6
		Rescue 1	4	12
		Rehab 1	1	3
		Relief Personnel **		34
2 – Ferguson	Career	Engine 2 Battalion 1	4 1	12 3
3 – Industrial Park	Career	Engine 3	4	12
4 – Wood Creek	Career	Engine 4	4	12
6 – Saint Andrews	Career	Engine 6	4	12
		Battalion 2	1	3
7 – North Main	Career	Ladder 7	4	12
8 – Atlas Road	Career	Engine 8	4	12
		Ladder 8	4	12
9 – Shandon	Career	Engine 9	4	12
		Ladder 9	4	12
11 – Blume Court	Career	Engine 11	4	12
12 – Greenview	Career	Engine 12	4	12
		Battalion	1	3
13 – Eau Claire	Career	Engine 13	4	12
16 – Harbison	Career	Engine 16	4	12
TOTAL			62	220

*Engine/Haz-Mat 1 unit is staffed with (4) career personnel, but funded equally by Richland County and the City of Columbia and two (2) personnel each. This unit supports the entire Unified Fire Service.

**Relief personnel are listed and funded from the City Station 1 budget for reporting purposes. These 34 positions are for backfill relief during permissive leave and are used to cover staffing exceptions based on the 3.5 fire shift ratio (factor).