

RICHLAND COUNTY
COUNTY COUNCIL AGENDA

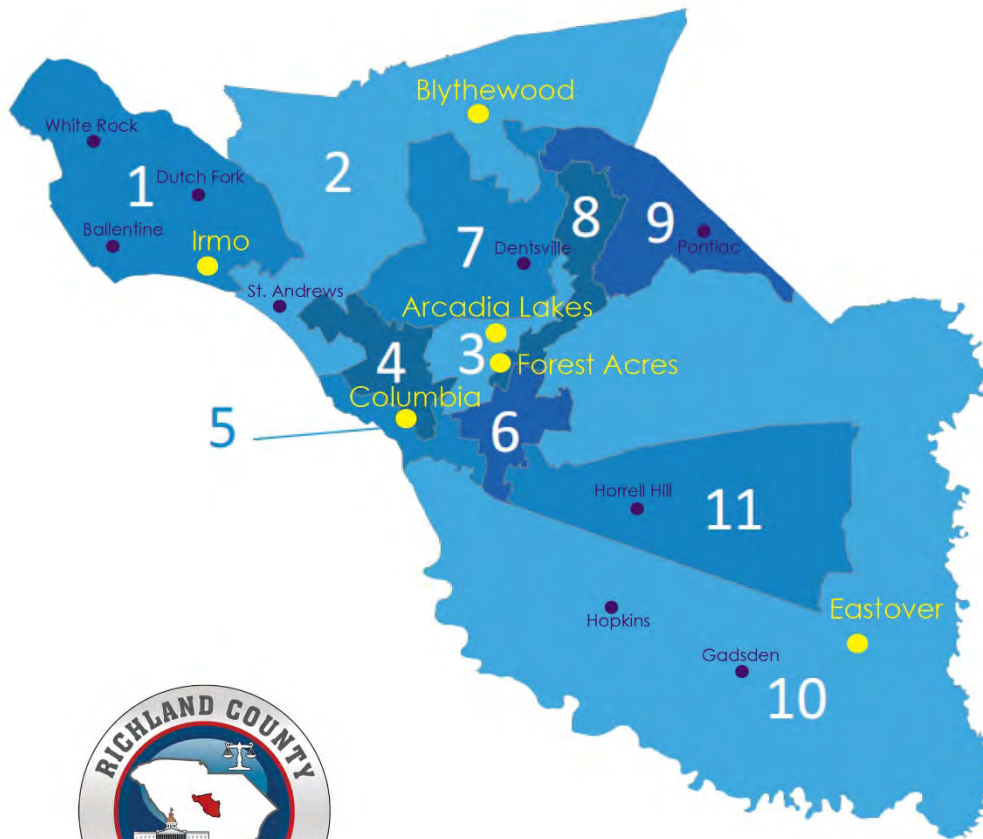


Tuesday, MAY 15, 2018

6:00 PM

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
May 15, 2018 - 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29201

1. **CALL TO ORDER/ROLL CALL** 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. Special Called Meeting: April 9, 2018 [PAGES 10-23]
 - b. Regular Session: May 1, 2018 [PAGES 24-44]
 - c. Special Called Meeting: May 7, 2018 [PAGES 45-46]
5. **ADOPTION OF AGENDA** The Honorable Joyce Dickerson
6. **PRESENTATION OF PROCLAMATION** The Honorable Joyce Dickerson
 - a. A Proclamation Honoring "National Public Works Week", May 20-26, 2018
7. **REPORT OF THE ATTORNEY FOR EXECUTIVE SESSION ITEMS** Larry Smith,
County Attorney
 - a. Personnel Matter
 - b. Employee Grievance
 - c. Contractual Matter: Land Purchase

8. CITIZENS' INPUT

The Honorable Joyce Dickerson

- a. For Items on the Agenda Not Requiring a Public Hearing

9. REPORT OF THE ASSISTANT COUNTY ADMINISTRATOR

Dr. Sandra Yudice,
Asst. County Administrator

- a. "Richland Renaissance" SCAC Article
- b. Donation of Property [PAGE 47]
- c. Potential Property Purchase: Township Auditorium [PAGE 48]

10. REPORT OF THE CLERK OF COUNCIL

Kimberly Williams-Roberts,
Clerk to Council

- a. County Administrator Public Hearing, May 16, 3:00 PM, Council Chambers
- b. Wheatley Library Re-Opening Ceremony, May 16, 10:00 AM - 12 Noon, 931 Woodrow Street
- c. Shop Road Widening Public Meeting, May 17, 5:00 - 7:00 PM, Olympia Learning Center, 621 Bluff Road
- d. Budget Work Sessions, 3:00 - 5:00 PM, Council Chambers:
 - 1. May 17 - Grants
 - 2. May 24 - Millage Agencies/General Fund
- e. Broad River Road Gateway Signage Dedication, May 21, 11:30 AM
- f. National Public Works Week BBQ, May 23, 11:30 AM, Public Works Complex, 400 Powell Road
- g. 2020 Census Update

11. REPORT OF THE CHAIR

The Honorable Joyce Dickerson

- a. Personnel Matter
- b. NOBCO Briefing

12. OPEN / CLOSE PUBLIC HEARINGS

- a. Authorizing the expansion of the boundaries of the I-77

Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for infrastructure credits to Project Reign; and other related matters

13. APPROVAL OF CONSENT ITEMS

The Honorable Joyce Dickerson

- a. 18-004MA
Olman Lobo
GC to LI (1.93 Acres)
10535 Farrow Road
TMS # R17500-02-02 [THIRD READING] [PAGES 49-50]
- b. 18-005MA
Salman Muhammad
HI to LI (3 Acres)
10500 Farrow Road
TMS # R17500-03-02 [THIRD READING] [PAGES 51-52]

14. SECOND READING ITEMS

The Honorable Joyce Dickerson

- a. 18-008MA
Tony Cates
RU to GC (17.3 Acres)
1045 Marina Road
TMS # R02414-01-04 [PAGES 53-54]
- b. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [PAGES 55-91]

15. REPORT OF RULES & APPOINTMENTS COMMITTEE

The Honorable Bill Malinowski

16. NOTIFICATION OF APPOINTMENTS

- a. Transportation Penny Advisory Committee (TPAC) - 2
 - a. Nicholas J. Galante [PAGES 92-93]

- b. J. Thomas Lanham [PAGES 94-95]
- c. Cyril B. Busbee, Jr. [PAGES 96-97]
- d. Marcus J. Brown [PAGES 98-100]
- e. William Baker [PAGES 101-102]
- f. John P. Epting [PAGES 103-104]
- g. Charles E. Offutt [PAGES 105-109]

17. REPORT OF THE TRANSPORTATION AD HOC COMMITTEE

The Honorable Calvin "Chip" Jackson

- a. Greenway Projects [PAGES 110-124]
- b. Atlas Road Widening - AT & T Utility Design Authorization [PAGES 125-134]
- c. Additional Design Authorizations: [PAGES 135-137]
 - 1. Shop Road Extension Phase 2
 - 2. Spears Creek Church Road
 - 3. Lower Richland Widening
 - 4. Polo Road Widening
 - 5. Blythewood Widening Phase (associated projects)
 - 6. Trenholm Acres/Newcastle NIP
 - 7. Broad River Corridor NIP
 - 8. Gills Creek Greenway Section C
 - 9. Smith/Rocky Branch Greenway A, B and C
 - 10. Crane Creek Sections Greenway A, B and C
 - 11. Columbia Mall Greenway
 - 12. Polo/Windsor Lake Connector, Woodberry/Old Leesburg Connector, and Dutchman Blvd. Connector Greenways
- d. Proposed Road Diet Projects: [PAGES 138-166]
 - 1. Hampton Street
 - 2. Calhoun Street
- e. Widening Memorandum [PAGES 167-197]
- f. Release the \$250 Million Bond Proceeds from Escrow [PAGES 198-199]

18. OTHER ITEMS

The Honorable Joyce Dickerson

- a. FY18 - District 1 Hospitality Tax Allocations [PAGES 200-201]

19. CITIZENS' INPUT

The Honorable Joyce Dickerson

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

20. EXECUTIVE SESSION

Larry Smith, County Attorney

21. MOTION PERIOD

- a. Review section II(i)(2)(4) of County Ordinance 043-14HR, "If twenty-five (25%) percent or more of all such property owners decline said road paving, then the subject road shall not be paved". This seems to go against the way most items are done in our country, by majority, so why shouldn't a majority also decide if a road should be paved or not?

The Honorable Bill Malinowski

- b. Employees who provide false statements or information or collude/conspire/plan to hurt any council member's events or programs whether individually or forcibly by a superior or influenced by anyone shall be relieved of their duties.

The Honorable Norman Jackson

Note: Richland County lost several thousand dollars in a project at a bridge replacement on Garners Ferry Road. The failure of staff to meet with contractors and SCDOT to negotiate and accept a temporary bridge to complete a walking trail at Pinewood Lake Park is unacceptable. Several meetings took place to contact SCDOT and the contractor who was willing to leave the temporary bridge went undone. Engineering contractors prepared permits for Army Corps of Engineer and FEMA to allow the temporary bridge to remain. County staff refused to carry out their duties or to contact the Council member on any updates after constant requests.

- c. I move that all unspent H-Tax funding for FY17-18 be carried over and added to any additional funding for FY18-19 to Council districts. Because of the failure of the Grants Office to notify councilmembers of problems from changes to the grants process my district, and others, did not get to have some or all of their events. I was never notified of any problems until I was contacted by some organizations that they were having problems. Now eleven months later it is too late and it is not fair. Established organizations in Columbia had theirs but as for the unincorporated areas where they are developing programs and events, there were problems.

The Honorable Gwen Kennedy
The Honorable Jim Manning

- d. After complaints/concerns from the Richland County Bar

The Honorable Norman Jackson

association, Minority Contractors and other local groups and Citizens, that the process for the Renaissance Plan was not properly advertised or transparent. Council also was not properly informed of the process and have questions. The selection of the Engineering teams is questionable especially with a former councilmember on both contracts from both teams. A personal friend of the Administrator who introduced and recommended the Administrator for the job. Performing a task that can be handled through the County's OSBO/SLBE office is questionable. The State Supreme Court recently ruled against Richland County for paying outside contractors to perform jobs that can be performed by the County. In the interest of fairness and Transparency, I move that Council reevaluate the process giving proper notice for more participation of Qualified Bidders. (We have time to do it right)

- e. Funding for Senior programs should be distributed equally and fairly. It is not right for one organization to be receiving hundreds of thousands of dollars annually while other areas receive none. All areas pay taxes and all seniors should get the same and equal opportunity in receiving funding. I move that funding for seniors (Senior Activities) be distributed equally in all eleven districts.

The Honorable Norman Jackson

- f. The Recreation Commission has a balance of funds remaining from the \$50 million Recreation Bond. I move that Council discuss potential shortfalls in the recreational districts and recommend how it's used. Note: That decision is a Council's decision not the Recreation Commission

The Honorable Norman Jackson

22. ADJOURNMENT



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



Richland County Council

SPECIAL CALLED MEETING
April 9, 2018 – 3:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Gerald Seals, Beverly Harris, Trena Bowers, Dale Welch, Brad Farrar, and Ismail Ozbek

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 3:00 PM.

Ms. Dickerson stated Ms. McBride is on her way to meeting and that Mr. Smith will not be in attendance due to illness.

2. **ADOPTION OF THE AGENDA** – Mr. N. Jackson moved, seconded by Mr. Livingston, to adopt the agenda as published.

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

Opposed: Malinowski and C. Jackson

The vote was in favor.

3. **EXECUTIVE SESSION:**

- a. **Personnel and Contractual Matter (County Administrator)**

Mr. Farrar stated Items #3(a) and #3(b) are listed as personnel/contractual matters. They may also entail the receipt of legal advice. There are a number of independent basis for Executive Session under the Freedom of Information Act. It is Council preference whether to do that in Executive Session or not, but they do qualify.

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

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

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

The motion to go into Executive Session failed.

Mr. Farrar stated under SC Home Rule, Title 4, Chapter 9, there is a section that deals with the Council – Administrator form of government. There is a statute in that article (4-9-620) that refers to the hiring, and also the removal, of a County Administrator. For the removal of a County

Administrator there is a requirement of written notice of the reasons for removal. That is something that Council needs to consider this afternoon. The statute is as follows: "If the council determines to remove the county administrator, he shall be given a written statement of the reasons alleged for the proposed removal and the right to a hearing thereon at a public meeting of the council. Within five days after the notice of removal is delivered to the administrator he may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than twenty days nor later than thirty days after the request is filed. The administrator may file with the council a written reply not later than five days before the hearing. The removal shall be stayed pending the decision at the public hearing."

The first thing that Council would want to take up to fulfill this statutory requirement would be the written statement of the reasons alleged for the proposed removal. And the statement needs to include the right to a hearing at a public meeting of Council.

Ms. Dickerson inquired if we need to start writing or stating the reasons now.

Mr. Farrar stated the technical formality of how this is memorialized is up to Council, but it could take the form of a motion. Somebody could move and say that any, or all, the reasons listed are the reasons for the action. That would need to be seconded and voted on. If that is adopted by Council then you would have the written reasons, speaking as a Council. Those would then need to be transcribed. That portion of the meeting would need to be reduced to writing, so that could be delivered reflecting the vote, assuming that would pass.

Mr. N. Jackson inquired if we would discuss for cause or not for cause to decide how to move forward first.

Mr. Farrar stated the statute refers to the reasons given for the action. To simply state that you are taking the action is insufficient. You need to actually list the reasons. There is no number of reasons that are needed. It just needs to be any and all.

Mr. Pearce stated he does not understand the relationship between the contract you have with the County Administrator and the statute. Historically, in his tenure, we have only had one instance similar to this. That particular instance, when the original was taken not to renew the contract, rather than proceed with this, the individual simply resigned. This is the first time that we have had to deal with the statute. To be quite honest, we did not know about the statute. What action this Council took was to terminate the current contract. His interpretation of the contract was it was an at-will contract. You could either terminate for cause or not for cause. How does that tie in now to giving reasons for termination?

Mr. Farrar stated the contract is in addition to, not in lieu of the statute. Council took an action last Tuesday, relative to the contract, which Council has the right to do. The Administrator serves at the pleasure of Council. To that extent, you do not have to have anybody serving as your Administrator that is not at the pleasure of Council. When you have the natural expiration of the contract, where you are talking about a situation where you are not going to renew, it is like a tenant who the lease is up and you are going day to day. At that point, there is not a fixed term anymore. Now that person would still be compensated under the terms of the previous agreement, but there would be no definite term. In this situation, there was a definite term under the contract, which I believe was entered into in December 2016 for a 3 year period. It is a definite term in the contract. The rights of the Administrator, under the Council – Administrator form of government, in the statute...in this case they actually marry up to the contract because the contract does reference 4-9-620. The Administrator serves at the pleasure of Council, subject to the protections of 4-9-620. This is a step,

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if you go through with this process, it is not a step whereby it changes the will of Council for how the Administrator serves at the pleasure. It is just an extra right of the Administrator to have a public hearing where, if he so chooses, he can present certain things in defense of the reasons that Council would give for the removal. It is more of a legislative type hearing than it is a quasi-judicial hearing. There is some precedent for this. There is one Court of Appeals case, Drawdy vs. Town of Port Royal. This is important as Council considers the reasons given. In that case, the Court said the reasons given for the removal of the Administrator were not meaningful for Mr. Drawdy to make a meaningful response at the hearing. So, they said it was a perfunctory hearing. For example, when Council says the person was not transparent, they need to say transparent about what. What things did you not have the information you wanted. Again, it is Council's decision what reasons you choose to give, but they need to be specific enough to inform him of why the action was taken.

Mr. Pearce stated, for clarification, the Council will draw up a list of reasons for termination. We will present those to the Administrator. He will have time to review that and we will have the public hearing. Would you explain what takes place at this public hearing?

Mr. Farrar stated in the Drawdy case they turned the matter over to a Master-in-Equity who conducted the hearing. The opinion did not go into what that entailed. There is not a requirement for Council to speak at that hearing. You cannot be compelled to participate in the hearing. It is an opportunity for the Administrator to present anything he cares to present, which may include witnesses. One of the thing you may want to do is set a time period. It needs to be a meaningful period, where you say we are going to give you 2 or 3 hours. It needs to be defined period, so you have control over the scope of this thing. It needs to be a meaningful opportunity for the Administrator to go through and say as to Reason #1, here is what I want to tell you and I may need to bring in witnesses to do that. Council cannot be compelled at this process to talk, if they do not want to.

Mr. Pearce stated we go through the public hearing. The Administrator presents whatever information he had. Can the public come and speak like in a public hearing?

Mr. Farrar stated the only situation where you would have anybody speaking other than the Administrator would be a witness the Administrator would call. If you give a period of time for the Administrator to present his case, as long as what he is doing is appropriate to his case, whether it is him or a witness, he would have an opportunity to do that. The time period would be the only parameter, other than decorum.

Mr. Pearce stated so the public hearing comes to a close. Then what happens?

Mr. Farrar stated, at that period, Council would want to reflect on the information and if there is any action Council wants to take, in light of that presentation, other than what Council has already done, you could do that. You could affirm the previous decision of removal. It's rather unclear what happens after. That's why it is more of a legislative hearing. You are actually receiving information. At that point, you could say noted. Thank you very much. Or you could take another vote. Or you could change your mind.

Mr. Pearce stated, for clarification, if the previous vote was sustained that would be the end of it.

Mr. Farrar stated that would be the end of the 4-9-620 process.

Mr. Pearce inquired if there are rights beyond that.

Mr. Farrar stated there are going to be contractual and legal rights the Administrator can avail himself of, should he so choose.

Mr. Pearce stated, hypothetically, at the end of the hearing, if for some reason, if there were another vote, he still would not have a contract.

Mr. Farrar stated Council would have to rescind the vote taken last Tuesday and that requires certain notices under their rules. Council needs to manifest its will. However, you do that the vote will follow that. If the hearing required, under 4-9-620, is not a meaningful hearing that may not end the process. For example, if there were not specific reasons and there was not a reasonable opportunity to be heard, there could be a complaint about that.

Mr. Pearce stated he is unclear as to the degree of specificity needed in the original notice.

Mr. Farrar gave Mr. Pearce the following example: one of the reasons given for Mr. Drawdy's termination was, "It has come to the Council's attention there has been a lack of loyalty to, and criticism to, other members of Council and their actions." In that situation, they would have needed to say specifically, (a), (b), and (c) [i.e. You were not loyal to Councilperson "X" on this action.] Other words, it is going to be..."generally I'm not loyal", what does that mean? Give me some specifics on that. That is the type of specificity. In this case, it would be disloyalty. They said you had not given your undivided attention and you have been preoccupied with personal matters. What is an example of where you have not given your full attention? It just needs to be so he knows what you are talking about. We run into the same thing with County code enforcement cases. If you put a code section in there and somebody says I have no idea what that is, can you tell me what it is I actually violated. That is the kind of thing you are getting out. So they can make a meaningful defense, in other words.

Mr. Livingston stated, for clarification, this process is the only way an Administrator can be removed from his position.

Mr. Farrar stated this is the only statutory process that he is aware of. Now in the Municipal Code, Title 5, it is almost verbatim. Under the 5 types of government under Home Rule: Council-Administrator, Council-Supervisor, Council-Manager, Board, and Council. In the Board and Council situation, the Board and Council are responsible for policy and administration. But under the Supervisor, Manager, Administrator forms of government, the Administrator is responsible for administration. In those circumstances, Title 4, deals with this process for removing an Administrator. It does not deal with the contractual piece. You do not have to have a contract for an Administrator. You do not have to have a definite term. It is just most times there are contracts for Administrators. It is a position of that significance. During the period of that contract, the Administrator serves at the pleasure of Council. You could sign the contract and terminate on the same day, if it is no longer your pleasure for that person. Then we look to the contract to see what potential consequences that may entail, especially as to the Administrator's rights and remedies. This is the only process to deal with the removal process.

Mr. Livingston inquired if it is up to Council to determine what a reasonable reason for removal of an Administrator is.

Mr. Farrar stated it is your employee. You have the absolute right to not have who you do not want as your Administrator. If you want to part ways with your Administrator that person serves at your pleasure. It is just that the statute says, for purposes of removal, there have to be written reasons for it.

Mr. Livingston stated so it does not matter whether someone agrees with your reasons or dislikes your reasons.

Mr. Farrar stated it has to be a majority Council. It does not be a unanimity of Council. It does not need to be a super majority. An eleven person Council would be 6 of the 11.

Mr. Manning stated he appreciated Mr. Farrar giving them some examples from the case of what not to do. He inquired if there were any cases with examples of what is successful to a body like ours.

Mr. Farrar stated he is not aware of any cases. This is not something there is a lot of cases on. What they said was would these reasons that were given, and not all of them were found to be deficient, there were a couple they pointed to and said if you would just spell out a little bit more specific that would satisfy. This is about satisfying the statutory requirement, not about a merits hearing where you are necessarily moved by the presentation to change your mind. You just need to have the opportunity for the person to present his side of it.

Mr. Manning stated, for clarification, it did point to cases as good examples.

Mr. Farrar responded there were no case, he is aware of, that talked about here is how you go about doing this. He stated you tend to have cases like this when there something that did not go the right way. If it went the right way, it probably wouldn't have been challenged.

Mr. Manning stated this is not Mr. Farrar's area of special practice, correct?

Mr. Farrar stated as an in house, government counsel you need to know a lot about a lot of things, but you may not be a subject matter expert in every area. And certainly employment law is not something he does exclusively.

Mr. Manning stated he knows a lot of times we bring in people with specialties. He inquired if that is a possibility for this body, in this case.

Mr. Farrar stated they do have Mr. Vance Bettis here and prepared to talk to you, as Council may desire.

Mr. Manning stated he would be interested in hearing from Mr. Bettis.

Mr. Bettis stated he reaffirms everything that Mr. Farrar has said. This is a statutory process. The statute says the Administrator serves at the pleasure of Council. In order for Council to remove an Administrator, you have to do it according to statutory procedure, which allows the Administrator to request a public hearing. The Administrator does not have to request that public hearing. If the Administrator does not request the public hearing within the time from which the notice of removal is served upon him, then it just moves forward. If the Administrator does request a public hearing, within the time specified by the statute, then the public hearing has to be held and the removal is stayed until the hearing occurs. The hearing has to occur not less than 20 days, after written notice, and not more than 30 days. So it is a defined period of time. If the Administrator says he would like a hearing, the Administrator is entitled to a hearing. His entitlement to a hearing does not alter the fact that under law the Administrator serves at your pleasure. Your pleasure means, in the case of Council, the pleasure of a majority of Council at any given time. There is only one Council and Council acts, based on votes. If an eleven person Council, 6 people think that it is no longer their pleasure, even though the other 5 think it is their pleasure that person continue, the vote of Council

is that it is not the pleasure and he serves at the pleasure of Council and not each individual Council member. That process must be complied with, but the Administrator can say he does not choose to exercise his right to a public hearing. The public hearing is what he would call a name clearing hearing in which case the Administrator will have been provided notice of the specific grounds for removal and will have an opportunity to respond to each one of those grounds. He anticipates the Administrator is going to tell people some things that do not want to hear, but that is the nature of the hearing. The Administrator cannot cross examine you, engage you or force you to say anything that you do not want to say. On the other hand, if you want to join in there is nothing to prohibit that. It is simply an opportunity for the Administrator to come before Council, as a body, state his position on the removal in a public forum. After that if anything the Administrator has said causes the Council to change its view on one or more matters, Council is free to amend its vote, withdraw its vote, or revote. This is one piece of the puzzle. There is a contract in place. The contract specifies what consequences there are in the event the Council terminates this contract prior to the specified duration. He believes, although he has not seen the contract, contracts usually say if you terminate it without cause then this what happens. If you terminate it for cause then this is what happens. And the people that decide whether you fired somebody with or without cause are judges. That is why Brad said, if you comply with this hearing process here. This is the end of the statutory process, but it is not the end of the line. That is why these things need to be reviewed carefully in terms of what the consequences are. He stated typically a contract for 3 years would say if it is terminated without cause prior to the expiration Council will pay so much in liquidated damages. The contract still is one where the Administrator cannot force you to retain him as your Administrator against your will. But the Administrator can insist that you pay what you agreed to pay in the event that you do something contrary to the contract.

Mr. Manning stated the motion on Tuesday night was to terminate the contract and the item before us is "Personnel and Contractual Matter". He stated he heard Mr. Bettis say no one had shared the contract with him.

Mr. Bettis stated Mr. Farrar sent him the contract this afternoon, but he had not seen it prior to that time.

Mr. Manning stated he was a bit confused. The contract has been sent to Mr. Bettis, but he has not seen it.

Mr. Bettis stated he has not read through it.

Mr. Manning thanked Mr. Bettis for his clarification and in depth additional information after the letter. His question to Mr. Farrar was about examples of where this had been done successfully by bodies, like ours, and that part he did not hear addressed.

Mr. Bettis stated cases do not generally come out that have been successful. The only case he is aware of that has been litigated is the Drawdy case. As Mr. Farrar said, you cannot simply say, "well I don't think you get along well with people" so we are not going to keep you as our Administrator. If you can say, "You have been insubordinate toward Councilmembers A, B, and C. Specifically, when Councilmember C asked you do such and such. You told him it would be a cold day somewhere when I do that." That is specific. Again, the Administrator does not have to agree with the majority of Council that that specified item constitutes cause to terminate him, but that is the kind of specificity they are looking for.

Ms. Kennedy inquired as to when Article 4-9-620 come about.

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Mr. Bettis stated it has been in the Code since Home Rule.

Mr. Farrar stated originally 1962 Code Section and was adopted in 1975 under Home Rule. So it has been around for some time.

Mr. Bettis stated it was said earlier if a person resigns or the contract expires of its own term you do not have to do it, but if someone chooses to exercise their right to a hearing this is the procedure the statute specifies.

Mr. C. Jackson stated he wanted to be sure he was clear on the facts we are hearing today, as it relates to the contract and the personnel matter. Number one this was not a resignation. The action taken, this is not a review of the contract. Number three, this was not a discussion of a contract renewal or a review. This was a premature termination of an existing contract. The current contract was a 3-year contract that issued in December 2016. The Administrator has fulfilled one year and 4 months of that contract and had one year and 8 months remaining on that contract. Therefore, our actions were to terminate that contract prior to the remaining one year and 8 months that remained. Is that correct?

Mr. Farrar responded in the affirmative.

Mr. Livingston stated he is trying to get more clarification on how specific or what type of reason one might need. For example, if someone's concern is the rate of staff turnover. Is that legitimate?

Mr. Bettis stated you won't know until the Supreme Court rules. If you were to say, "We are dissatisfied with your leadership because turnover during the 17 years you have been the Administrator has been extraordinarily high. Higher than in other terms of other Administrators and we do not think we can have the kind of continuity and programs that we need when the rate of turnover is this high." He thinks that about as specific as you can get on something like that.

Mr. Livingston stated so the vote last time to terminate the contract it is very clear that the Administrator is still in his role as the Administrator. At what point will the Administrator no longer be the Administrator. Until you go through the hearing, the whole process that person will still be in charge of day to day operation of the County.

Mr. Bettis stated that depends on the will of Council. In his opinion, case law is clear that a public official has a right, until the public official is validly terminated, to receive his pay and benefits. The public official does not have a federal constitutional right to exercise the powers of his/her office. For example, if Clemson University wanted to suspend a tenured professor of linguistics. The linguistic professor could not say, "Nope. By golly, I'm coming to this class and teaching every day until this process is over." Clemson could say, "No, we will pay you your stipulated salary, but until this is over we do not want you back in the classroom. In his opinion, Council could do the same thing with an Administrator. They can say we will continue to pay you, but in the interim we would direct that you not exercise the duties of the Administrator pending finalization of this process. You would continue to pay the Administrator whatever the contractually agreed salary and benefits are.

Mr. Livingston stated in order to move this process on we need a motion with reason for termination to be passed by this Council. What happens after that?

Mr. Bettis stated that motion and specifics would be transcribed into a notice of removal under 4-9-620, which would be served on the Administrator with notice that he has the right to request a hearing under Section 4-9-620 on this notice. The timeframe for him to exercise that right and then

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Council make sure Council can comply with the no less than 20 days out, but no more than 30 days out. The Administrator's exercise of that option will trigger a quick need to conduct the hearing.

Mr. Malinowski stated it seems obvious due diligence was not taken prior to the action that was taken based upon the questions and comments. He wanted to have the Clerk to give us clarification regarding the motion. He heard the motion was to terminate the contract. He thought the motion, as it was stated, was to fire the Administrator immediately and then appoint another individual as interim.

Mr. Farrar stated at the first point this motion was made, when he listened to the tape, he heard that the County Administrator's contract be terminated immediately and that Brandon Madden become the acting Administrator. Now there was a discussion of several minutes that took place after that and sometimes Council will say, will someone restate the motion? If it was restated from that, he does not have that. He has the original, which is that the County Administrator's contract be terminated immediately and that Brandon Madden become the acting Administrator.

Mr. Malinowski stated it seems we have a lot of people here asking for examples to give and do we have any cases on citations as to what needs to be done specifically in listing the reasons for that termination to present to the Administrator. He thinks if he was terminated by this Council because of specific reasons those folks need to list those reasons, do what the law says, and move forward rather than trying to keep asking everybody what the specific reasons can or should be. If you've got them, let's list them and move forward.

Mr. Pearce stated, as he understands it, there are 2 potential actions here. One would be an action to temporarily suspend the Administrator's role here until such time as the hearing takes place.

Mr. Bettis stated what he was addressing is someone said what happens between the time we serve notice on the specific reasons and the hearing. And does the Administrator have the authority to exercise the duties of this office on a day-to-day basis. His reply was he thinks Council could request that the Administrator not exercise the duties of the office. The Administrator would receive his pay and that Council would be in touch concerning the date of any public hearing he might request.

Mr. Pearce stated that would be one potential action that this Council would need to take tonight. The second one, and more important one, is to develop letter with reasons for his removal. That is what concerns him more right now. His personal feeling is that he has a responsibility to the people of Richland County. They have asked us to govern for them on their behalf. Right now this Council is divided. Six people in one way and 5 people in another way. What he is more concerned about right now is the ability of this Council to continue to govern together, collectively, make decisions together and work with each other. If we now are going to proceed to sit here, right now, and the 6 people that voted to terminate to now begin articulating reasons for that is going to be very inflammatory. The process that we have started has already proven to be quite inflammatory and he does not want to see that happening again in this body tonight. He wants to maintain some level decorum. Some ability to discuss things with each other. So he is not sure how we go about the process of crafting this document that we need. If he were to say, that he believes there was a failure to maintain a satisfactory working relationship between the Administrator and the Council that would not be sufficient, correct?

Mr. Bettis stated the Drawdy opinion indicates that would not be sufficient.

Mr. Pearce stated then he would have to give specific examples of what that meant.

Ms. C. Jackson stated, at the March 20th Council meeting, he made a motion that we conduct a formal evaluation of the Administrator, the good, the bad and the ugly, by an independent group outside of this Council. It was seconded by Mr. N. Jackson and passed unanimously. Had we followed that, which was previous to this debacle that happened on April 3rd, he is confident that objective evaluation would have yielded some of the very concerns some are struggling to identify as reasons for maybe why the Administrator is not a good fit. That is why I said in that meeting, on multiple occasions, that someone at this level should have an independent group outside conduct a formal evaluation, who would then reach out to all of the people we are talking about tonight. The retention rate, the morale of the organization, the ability for the CEO to work with the legislative body, meaning this Council, and all of the reasons that we are sort of hearing that are innuendos tonight would have been documented, would have been objectively listed and would have made the job, if in fact that was a decision this Council wanted to make, a much easier job and process. Having said all of that, the fact that motion was made and unanimously passed by this group on March 20th, and now subsequent to that, something else has been proposed, does it mean that motion is now defunct and thrown away. And that charge that we were given, on that night, 2 weeks prior is no longer valid.

Mr. Farrar stated he would say that motion is still legally valid, but practically frustrated. He does not know how you would go forward with an evaluation under the present circumstances, but is has not been countermanded. That motion has not been rescinded.

Ms. Myers stated, in harmony with what Mr. C. Jackson is saying, she agrees we are at a point where we have divisions, but those divisions arose because of the action that was taken in direct contravention of what we unanimously agreed to do, with no warning to any of us, other than the 6 who voted that way. There is no desire to not be cooperative, collaborative or fair. She wants to follow the law. She does not think we followed the law. She is not surprised by the Home Rule Act having a provision that protects employees who would be employed under a statute that created this very body. Because she would imagine the law, as it usually does, provides for fairness. There is no difference in this context. Fairness indicates that there is something that should have been done. The fact that we did not do it the right way does not all of sudden spring to life and make it fair. It says that we have now been put on notice that something we did surreptitiously was illegal. We know have to make corrections. She would say, at least for her part, she is not at all unwilling to be cooperative or collaborative, as she always have been. And the notion that because 6 people voted differently from me, and she was definitely in the 5 that voted the other way, does not mean she will not cooperate and have input. Perhaps, as Mr. C. Jackson said, the way to do this in the future is the way the statute says. Certainly she would say that whatever actions we take tonight, we do what we should have done prior to tonight and actually check with the legal department and get their advice. Maybe when we take those actions we won't have the subsequent responsibility to try to fix it.

Mr. N. Jackson stated this Council within the process make a decision and the majority decided to terminate the services of the Administrator, at the Regular Council meeting. It was on the agenda, so nothing was done illegally. The County attorney was here and he never responded or anything. We asked him questions and he said we had the right to do what we did. So as long as the attorney was there, we followed what the attorney said. I think we did ok. We have to give a reason. What he is talking about is what types of reasons. For example, would sleeping on the job. Would that be professional or unprofessional? Because I was reading a document where he has to act professionally. Would sleeping on the job be professional or unprofessional?

Mr. Bettis stated sleeping on the job would be a specific instance of unprofessional behavior.

Mr. N. Jackson inquired if you have to give one reason or more than one reason.

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Mr. Bettis stated whatever reasons you give have to be specific.

Mr. N. Jackson stated so you could give a reason of sleeping on the job. That could be one reason. Then you have not carrying out Council's wishes. For example, the Renaissance Plan where he attempted to purchase several properties without Council's wishes before it is done. Another reason, also is misrepresenting Council. Where with the sewer contract, the District One School Board was approached that Council had changed the plan and wanted more funding from the school district. Council did not know anything about that. So that was misrepresenting Council when they went to the school board to try to get more money for the Lower Richland Sewer Program. If we want to state the reasons, there are a several reasons right there. He is ready to make a statement or give a reason now after listening to his colleagues on how to move forward.

Mr. Pearce stated, for clarification, you have for cause and not for cause. He does not understand why you have to provide the specifics if it is an at-will contract.

Mr. Bettis stated because of the statutory process.

Mr. Livingston stated it is extremely important to him to follow any statutory requirements. Any law that is required. He has been involved in this process for a long time. This is something that never came up. He has been involved with processes where Administrators and Superintendents have been dismissed. So, this is something foreign to him not being a lawyer. Although he regrets the process, he can tell you why he did what he did. Mr. C. Jackson is correct. We did talk about an evaluation process, but when there was an opportunity for him to make his decision, he thought about the times we have talked about evaluations and he knew there was going to be another 6 months to probably finish this process. He was very concerned about the significant, rapid turnover of staff, as well as, issues in this County. He was afraid that in 6 months a lot of his concerns may have worsened. That is why he made his decision. Clearly, he does not think the process was the greatest thing in the world, but he thinks his decision was the best decision in the interest of this County. Next, in order to move this process forward. In order to terminate the Administrator's contract. In order to make it clear that the Administrator duties are no longer exercised as Administrator, although of course he would have to be paid. In order to state a reason like, in his opinion, significantly high rate of staff turnover. What does he have to do to put a motion like that in process to move this forward?

Mr. Bettis stated the specifics need to be put in writing.

Mr. Livingston stated if that was done, as he outlined, and it was passed by the majority of this Council, where do we go from there?

Mr. Bettis stated then you serve that on the Administrator, as a notice of intent to terminate by Council, with the added language about, if he so chooses he can exercise his rights under Sec. 620 to have a public hearing on this matter. If he chooses to not exercise that right, the termination will become effective whatever the date is after the time for notifying he wants a public hearing has expired. Otherwise, it will become effective after the public hearing, unless it is rescinded at that public hearing.

Mr. Manning asked Mr. N. Jackson what the 3 reasons he outlined for the Administrator's termination were. As he recalled, the first was sleeping and the third was about the sewer, but he does not recall what the 3rd reason was.

Mr. N. Jackson stated it was the Renaissance Plan and purchasing property without consulting Council.

Ms. Dickerson stated she wants her Council members to know and understand she respects the wish of the Council and will do whatever the will of this Council is. If 6 people vote for this, that is the will of the Council and her job as Chair, at this point, is to make sure she does her best to exercise the will of this Council. To address, Mr. C. Jackson, it was voted on and it is her job to turn it over to HR. It is not her job to go out and recruit. It was being addressed. There is a process to do that, which would have had to be brought back to Council once HR contacted the person. She wants this body to look at ways where we can come together and work together for the betterment of Richland County. She wants Council to know she will do her best to adhere to the will and wishes of this Council, as a majority. No she did not vote to terminate, but whatever the will of this 6 votes are, that is what she will do her best to exercise according to the law. She thanked Mr. Pearce for his comments. They were very timely and expressed some of the things she was feeling.

Ms. McBride stated she does not feel that the Council is totally fragmented. On a number of votes we have a 5 to 6 split. We happen to disagree on this particular issue. She also believes the majority rules. And she did not vote in favor of termination because she believes in working the process. At that time, she did not feel the process worked. The process has not worked on many different occasions with us, so she hopes this is a learning lesson in terms of letting us let the process work, as it is supposed to. She thinks we have an excellent Council. We have the ability to work together as we had done so many times. This is just one instance where we differ and we can work this out also.

Mr. Manning stated he was prepared to make a motion, at this point. He moved that this body create the appropriate legal written document for the dismissal of the Richland County Administrator for the reasons of sleeping on the job and rapid turnover of staff. That the document provide the specifics, as required, and that the County Administrator be placed on administrative leave, with pay, or whatever is the proper wording for him not to continue in his responsibilities and duties as of this motion. And that whatever is required for the County Administrator not to be on the property and conducting County business to be established as well. Mr. N. Jackson seconded the motion.

Mr. C. Jackson made a substitute motion, seconded by Ms. Myers, that the motion made by him at the March 20, 2018 Council meeting to have an external evaluation done of the Administrator, by independent party, and the results brought back to this Council be reinstated tonight and take precedent, at this time.

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

Opposed: Livingston, Rose, Pearce, Kennedy, Manning and N. Jackson

The substitute motion failed.

Mr. Pearce inquired of Mr. Bettis if the motion is sufficiently substantive to meet the requirements.

Mr. Bettis stated he is not comfortable giving legal advice to clients in a public session, but that is the forum in which the Council has chosen to do it. He is prepared to render a legal opinion, but he will tell you that no good lawyer wants to do that.

Mr. Pearce instructed Mr. Bettis not to answer his question.

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Mr. Pearce moved, seconded by Mr. Manning, to get receive a legal opinion.

Mr. Malinowski inquired if Council members are allowed when a motion is made to get outside input on whether or not a motion has the needed specifics or is up to the Council member to make the motion and let it lie where it lies.

Mr. Farrar stated within the attorney-client privilege there is all kinds of advice that can be sought. When you have it in open session, you effectively waive that privilege. There is all manner of things you can ask for legal advice on. The issue you are going to encounter more are the facts leading to the preparation of the motion, as opposed to the substance of it.

Mr. Malinowski stated it seems to him that we are asking someone to create the motion. Is that proper?

Mr. Farrar stated he was not going to characterize the process that is taking place here. He thinks you can get a legal opinion on how those reasons might resonate were they litigated.

Mr. Pearce stated it is clear to him that we have historically not received legal advice in the appropriate time. That is part of why we are here tonight dealing with a situation where we did not get appropriate legal advice in advance of an action. He stated he is trying to avoid taking another action in which we are going to end up back in here or somewhere else. That was his basis for simply clarifying it. He is attempting, by his motion, to construct any kind of motion. He is trying to get the legal advice, so we do not make any additional mistakes.

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

Opposed: Malinowski, Dickerson, C. Jackson, and Myers

The vote was in favor of going into Executive Session.

Mr. N. Jackson moved, seconded by Mr. Manning, to come out of Executive Session.

Mr. N. Jackson moved, seconded by Ms. Kennedy, to recess for 10 minutes.

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

Opposed: Malinowski

The vote was in favor of the 10 minute recess.

Mr. Manning moved, seconded by Ms. Kennedy, to come out of recess. The vote in favor was unanimous.

Mr. Manning moved to go back into Executive Session for Items 4(a) and (b). The motion died for lack of a second.

Mr. Manning moved, seconded by Mr. N. Jackson, that the County governing body remove the County Administrator as provided for in SC Code Ann. Sec. 4-9-620 for the following reasons: (1) Unauthorized major change of County policy direction, specifically at a recent public County Council meeting the Richland County Director of Transportation presented an extensive report in open

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session of the County's plan to transfer management of the Penny Tax Transportation Program from the Program Development Team (PDT) to the County using a gradual process over the next 18 months. No authorization was granted for this presentation. No prior knowledge of this plan was shared with the full Council and no one has taken responsibility for the release of this information. (2) Rapid turnover of the County staff, especially senior staff and department level personnel, in comparison to the rate of turnover in prior administrations. (3) Sleeping during public meetings. Including during County Council's regular meetings on March 6, 2018 and March 20, 2018. (4) Councilmembers' Renaissance Program questions have gone unanswered. Specifically, how this process has moved from RFQ to hiring a firm for preliminary space allocation studies only into negotiating a contract for hard architectural plans.

In Favor: Pearce, Rose, N. Jackson, Livingston, Kennedy and Manning

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

The vote was in favor.

Mr. Manning moved, seconded by Mr. N. Jackson, that the County Administrator be on administrative leave, with pay, throughout the removal process set forth in SC Code Ann. Sec. 4-9-620 and that during that time he not report to work at the County building or elsewhere and not undertake any duties, including but not limited to, executing any contracts, deeds, or other legal documents, or otherwise pledging the resources or rights of Richland County.

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

Opposed: Malinowski and Myers

The vote was in favor.

b. Personnel and Contractual Matter (Acting or Interim County Administrator)

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

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

Opposed: Malinowski, Dickerson, C. Jackson, and Myers

The vote was in favor.

Ms. Dickerson moved, seconded by Mr. Malinowski, to come out of Executive Session.

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

The vote in favor was unanimous.

Ms. Dickerson stated no action was taken on this item. Council should be able to announce who they will be looking at to serve as Acting Administrator within the next several days.

Mr. Manning stated, according to the organization chart, until the decision has been made the Assistant County Administrator is in the position to handle the day-to-day operations.

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4. **ADJOURNMENT** – Mr. Pearce moved, seconded by Mr. N. Jackson, to adjourn.

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

The meeting adjourned at approximately 6:18 PM



Richland County Council
Regular Session
May 1, 2018 – 6:00 PM
Council Chambers

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

OTHERS PRESENT: Michelle Onley, Janelle Ellis Beverly Harris, James Hayes, Kim Williams-Roberts, Wanda Kelly, Randy Pruitt, Cathy Rawls, Tyler Kirk, Steven Gaither, Tim Nielsen, Tamara Rodriguez, Brittney Hoyle Trena Bowers, Michael Niermeier, Nathaniel Miller, Nancy Stone-Collum, Quinton Epps, Kecia Lara, Michelle Rosenthal, Melissa Watts, John Thompson, Brandon Madden, Jennifer Wladischkin, Tracy Hegler, Sandra Yudice, Sandra Haynes, Stacey Hamm, Chris Eversmann, Ismail Ozbek, Larry Smith, Jeff Ruble and Brad Farrar

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 6:00 PM.
2. **INVOCATION** – The invocation was led by the Honorable Dalhi Myers.
3. **PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by the Honorable Dalhi Myers.
4. **APPROVAL OF MINUTES**
 - a. **Regular Session: April 17, 2018** – Ms. McBride moved, seconded by Ms. Myers, to approve the minutes as distributed.

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

The vote in favor was unanimous.
 - b. **Zoning Public Hearing: April 24, 2018** – Ms. Myers moved, seconded by Mr. Pearce, to approve the minutes as distributed.

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

The vote in favor was unanimous.
5. **ADOPTION OF AGENDA** – Ms. Myers moved, seconded by Ms. Kennedy, to adopt the agenda as published.

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

The vote in favor was unanimous.

6. **PRESENTATION OF PROCLAMATION/RESOLUTION**

- a. Employee Safety Week Proclamation – Mr. Malinowski presented Ms. Rodriguez and Ms. Hoyle a proclamation in recognition of Employee Safety Week.
- b. Resolution Recognizing a Richland County Sheriff’s Department Officer’s Accomplishments – Ms. Kennedy presented a resolution to Chief Deputy Roxana Meetze in honor of her being named the first female Chief Deputy with the Richland County Sheriff’s Department.

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

- a. Personnel Matter
- b. Architect of Record Contract: Judicial Center
- c. Payment of invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2
- d. Release of Hospitality Tax Funds to Pinewood Lake Foundation
- e. Report of the Chair: Personnel Matter
- f. An Ordinance Authorizing a deed to 908 Group Holdings, LLC for 1328-1400 Huger Street; also described as TMS # 09009-11-04 and 09009-11-05

Ms. Kennedy moved, seconded by Mr. Pearce to go into Executive Session.

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

Opposed: Myers

The vote was in favor.

Council went into Executive Session at approximately 6:16 PM and came out at approximately 6:59 PM.

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

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

- a. Personnel Matter – No action was taken.

8. **CITIZENS’ INPUT: For Items on the Agenda Not Requiring a Public Hearing**

Mr. Jack McKenzie and Ms. Gloria Tanner spoke regarding the “Architect of Record Contract: Judicial Center”

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Ms. Eaddy Willard spoke regarding the “Payment of invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2”.

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

- a. Second Year of Biennium Budget I Fiscal Year 2018-2019 Budget Amendment Calendar – Dr. Yudice stated at the last Council meeting Council revised the calendar. The budget work sessions are scheduled for May 17th and 24th at 3:00 – 5:00 PM. The public hearing and 2nd Reading will be held on June 7th and 3rd Reading will be June 14th.

Mr. Malinowski stated it is his recollection the public hearing and 2nd Reading was held on 2 separate nights because we have no idea how many people will sign up for the public hearing. If we set the schedule as we have done in the past it would push 2nd Reading to May 14th and 3rd Reading to May 21st.

Ms. Dickerson inquired if the reasoning behind scheduling the meetings as outlined in the agenda was because this is a biennium budget and not an annual budget; therefore, there may not be as many people to speak.

Dr. Yudice stated they had proposed the schedule the way it had been done in the past, but at the last Council meeting Council requested a revised calendar.

Mr. Malinowski moved to change 2nd Reading to June 14th and 3rd Reading to June 21st. The motion died for lack of a second.

Mr. Manning moved, seconded by Mr. Pearce, to approve the budget schedule provided by Administration.

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

The vote in favor was unanimous.

- b. Architect of Record Contract: Judicial Center – Dr. Yudice stated Council was provided the draft contract for the Architect of Record. Staff is requesting Council to approve and execute the contract with MGA Partners to be the Architect of Record for the Judicial Center project, with the following revisions:

- Sec. 1.1.1 is to include, in the last sentence, approval of the program by the County’s Judicial Center Building Committee through the Richland Renaissance Ad Hoc Committee and County Council prior to the start of the design phase.

Mr. Malinowski inquired as to who the building committee is.

Dr. Yudice stated it is going to be a technical committee comprised of County staff and stakeholders. We will be proposing the membership of this committee to the Richland Renaissance Ad Hoc Committee, which in turn will bring it to Council for review and approval.

Ms. Myers inquired if this committee could include the Richland County Bar.

- Sec. 1.1.7 – Replace the County Administrator name to the Assistant County Administrator.
- Sec. 1.1.11 – Change the contractor’s name from Civic Liaison to Community and Contractor Outreach

Mr. Pearce stated the document he has does not follow what Dr. Yudice is referencing.

Mr. Malinowski inquired as to what we are doing with Sec. 1.1.11.

Dr. Yudice stated we are changing the name of the firm from Civic Liaison to Community and Contractor Outreach.

Mr. Malinowski stated his says Electrical Engineer.

Mr. Niermeier stated Sec. 1.1.11.1.3 of the contract essentially is changing the name given to Osmium’s function from Civic Liaison to Community and Contractor Outreach.

- Sec. 4.2.2 – The last sentence will read, “The architect shall not proceed to provide the following additional services until the architect receives the owner’s written authorization.”

Mr. Malinowski stated he does not see any highlighted changes.

Dr. Yudice stated they replaced the first sentence, “To avoid delay in the construction phase, the architect shall provide the following additional services.”

Mr. C. Jackson moved, seconded by Ms. Myers, to approve staff’s recommendation.

Mr. Livingston stated at the previous meeting there were 2 different negotiations. There was one regarding the courthouse and there was a second one regarding the mall. He inquired as to why the contract for the mall was not before Council.

Dr. Yudice stated they recently received the contract and they are going through the negotiations. They will bring that contract to the May 15th Council meeting.

Mr. Malinowski stated on p. 3 of the contract under 1.1.4 (2) and (3) it gives a construction start date for the courthouse of October 1, 2019. Yet construction start date for the Administration Building says to be determined. He stated you cannot start the courthouse until the Administration Building is vacated and a new Administration Building built, so how can you say you are starting in October 2019, but you do not have a date for construction of the other one.

Dr. Yudice stated they will coordinate with the Architect of Record once we vacate this building the schedule will be modified.

Mr. Pearce stated the Administration Building the contract is referring to is the building across the street.

Dr. Yudice stated the Administration Building will house the support staff for the Judicial Center.

Mr. N. Jackson stated the last time he heard about the Administration Building there was some

discussion about purchasing the property and Allen University owning a part of the property and if we purchase it what would be done. Now he is hearing that are moving with that first. First of all, and as was discussed earlier, the Administration Building at Columbia Place Mall has to be redesigned, completed and the current Administration Building vacated before we can consider doing any construction here. He thinks the contract for the Columbia Place Mall should be first before we can deal with this. He's not saying we cannot have the architectural drawing. He had a concern about 1.1.1.113 where it was Community Outreach that also related to the County being hit with the Supreme Court ruling about the SLBE/OSBO Office as Community Outreach and we are spending taxpayers' money to pay a firm to do the same thing we have an office to do.

Dr. Yudice stated it is her understanding that is not the function of that firm. MGA Partners is here if you would like to ask questions.

Mr. N. Jackson stated there is a lot of confusion because what he saw with that firm and what was on that paper. We had 2 contracts and the person over that office it said SLBE and Community Outreach. We have an SLBE Office. It may change its name, but the function has not changed. His concern was also the transparency. We have a former Councilmember who is over that division. He has a concern with that for transparency. The former Councilmember is on both contracts, so he has a concern with that. And now he is hearing it was not advertised properly. Even the process was not proper. We heard that you had a team. The team went through, ranked the team and here is the final and here they are to present it to us. We knew nothing was happening. We just found a presentation, at the last meeting, at a Council meeting and we saw these 2 contracts and we are supposed to accept it. Now Councilmembers are confused at what is Administration Building and what is not. What is at the Columbia Place Mall that is supposed to be the Administration Building? Now we are hearing there is an Administration Building for the courthouse. He has concern with the process. How it was sent out or it was not properly advertised so small and local business could be involved in the process. He has serious concern in moving forward with this because he does not see the transparency.

Mr. Pearce stated when the group made their presentation they were going through their local people. He inquired if the entire cadre of firms that have been hired are listed on pp. 5-7 of the contract. And they have been hired for these specific duties.

Dr. Yudice stated that is correct.

Mr. Pearce inquired as to who is the architect that will design the building itself.

Dr. Yudice stated MGA Partners will be the lead architect.

Mr. Pearce stated he recalled later in the presentation they mentioned a local firm that was going to do the courthouse and then another local firm that was going to do the building across the street. He requested Ms. Wladischkin ensure that he does not say anything that will violate the Procurement Code. He then stated that during the presentation by MGA Partners they noted a certain local architect that was going to do the courthouse and then another architectural firm that was going to do the building across the street. He inquired why that decision was made in that manner and one was chosen over the other.

Mr. Kelly stated they believe it is important when they do projects in other cities that they include

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the local professional community. They interviewed 15 firms over a course of weeks to find out which firms they felt had the capacity, enthusiasm, experience and abilities to take on the project. There are 2 primary buildings: Courthouse and Courthouse Administration Building. They felt it would be a good idea to split up the work among architectural firms in the City/County and offer one to one firm and the other to another firm. From a combination of understanding their capabilities, personality, and chemistry with MGA Partners they selected one to one project and another firm to do the other project. The teams will be working together for 3 ½ years to deliver a lot of important services to the County. He stated they are both wonderfully qualified firms and located in Columbia. They have had subsequent lunches and dinners with them to make sure they are enthusiastic and behind the project. They think they did their due diligence and have a wonderful team of Columbia and Richland County firms, as well as South Carolina firms. When they look at the gross fees, 60% of the gross fees will be from firms in South Carolina, 42% gross fees are from firms in Richland County and 17% fees will be going to small local business and minority firms.

Mr. Pearce inquired as to how many courthouses the firm selected for the courthouse has done.

Mr. Kelly stated that firm is currently working with an outside firm to coordinate their work for the Federal Courthouse in Greenville. He stated when they looked at this firms, they not only looked at their courthouse experience, but also their experience in public institutional buildings. MGA Partners has a lot of courthouse experience and they have also hired a Columbia-based consulting firm that understands the South Carolina State and County courthouses. They feel they have covered the courthouses, both with their experience, and the local firm that is participating. He also stated they felt the firm they selected for the Administration Building was a great fit because they have in-house engineering, in-house space planning and interior design. The Administration Building includes the Solicitor, the Public Defender, and many other court-related agencies that are equally important in the space planning, as is the courthouse itself.

Mr. Pearce inquired if the consulting firm was listed in the contract.

Mr. Kelly stated it is located on p. 6 of the contract.

Mr. Malinowski stated he heard Mr. Pearce inquire about how many courthouses this firm has built and he did not hear any number response.

Mr. Kelly stated the local firm they hired for the courthouse component is not a courthouse specialist. The firm has done several, but that is not their role that will be MGA Partners role for this project.

Mr. Livingston stated they touched on his question, but he did not get the number of SLBE participation in this project.

Mr. Kelly stated they have 17% SLBE and minority business. The structural engineering firm from Greenville is a minority owned.

Mr. Livingston stated, for clarification, the 17% includes SLBE and DBE.

Mr. Kelly stated it includes the SLBE and the minority participation, as well. The Greenville structural engineering firm will design the structural frames of the 2 buildings. There are several other firms

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that comprise the minority component of the full project team.

Mr. Livingston inquired if the County's OSBO Office got an opportunity to look at and verify what the SLBE participation is in this particular project.

Dr. Yudice stated she is not sure that they did, but they will ensure that the OSBO Office works with the Architect of Record to hire minority contractors.

Mr. Manning inquired if the document he was provided is a public document.

Ms. Wladischkin stated it is not a public document.

Mr. N. Jackson stated the engineering firm is from Greenville. He inquired if there was not a minority engineering firm in Richland County. Also, Mr. Kelly stated there was 17% SLBE and minority participation. He inquired about the percentage in Richland County.

Ms. Stein stated there is 6% minority participation in Richland County.

Mr. Kelly stated when they say all the project that is the architectural and engineering fees. That does not include the construction of the projects. The percentage given are percentages of participation by engineering and architectural professional under the contract. That does not include whatever broad-based minority participation you would have when you build the building. He noted that the Greenville firm is a very highly regarded minority firm that provides high quality structural engineering services.

Mr. N. Jackson stated we have those firms here too in Richland County.

Mr. Livingston made a substitute motion, seconded by Mr. Malinowski, to defer this and bring it back at the same time as the Columbia Place Mall contract. He stated what he liked about the last time was they both were intertwined and they came together. If he votes on this one, it does not matter if he does not like the next one because this dictates what will happen there. It makes more sense to take both of them at the same time since one is contingent upon the other one.

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

Opposed: C. Jackson and Myers

The vote was in favor.

- c. 911 Communications Center – Extension of Agreement with City of Columbia – Dr. Yudice stated this item is the 911 Communications Center Extension Agreement. If you recall, last year Council approved an extension of the 911 Communications Center agreement with the City of Columbia. That extension will expire on June 30, 2018. The Sheriff's Department is having regular discussions between the Sheriff's Department, the City of Columbia Police Department, the Fire Chief and additional potential agency partners on the best approach for the Sheriff's Department handling the operations and supervision of the 911 Center. The request tonight is to approve the extension of the agreement through June 30, 2019. The draft agreement has been sent to the Acting City Manager and they will take it up tonight or

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at next City Council meeting.

Mr. Livingston moved, seconded by Ms. Myers, to approve staff's recommendation.

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

The vote in favor was unanimous.

- d. Payment of invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2 – This item was taken up in Executive Session.
- e. Release of Hospitality Tax Funds to Pinewood Lake Foundation – This item was taken up in Executive Session.

10. **REPORT OF THE CLERK OF COUNCIL** – No report was given.

11. **REPORT OF THE CHAIR**

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

POINT OF PERSONAL PRIVILEGE – Ms. Dickerson thanked staff for the Family Fun Day. She also stated she tried to go to the Sweet Potato Festival, but not able to get in.

POINT OF PERSONAL PRIVILEGE – Mr. C. Jackson stated the Sparkleberry Fair was equally exciting.

POINT OF PERSONAL PRIVILEGE – Ms. Myers noted the Food Truck Festival was also held.

12. **OPEN/CLOSE PUBLIC HEARINGS**

- a. An Ordinance Amending the Richland County Code of Ordinances; Chapter 18, Offenses; by the addition of Section 18-7, Enhanced Trigger Devices Declared Illegal; exceptions; so as to prohibit the use of "bump stocks", "trigger cranks", and other such devices – No one signed up to speak.

13. **APPROVAL OF CONSENT ITEMS**

- a. 18-004MA, Olman Lobo, GC to LI (1.93 Acres), 10535 Farrow Road, TMS # R17500-02-02 [SECOND READING]
- b. 18-005MA, Salman Muhammad, HI to LI (3 Acres), 10500 Farrow Road, TMS # R17500-03-02 [SECOND READING]
- c. An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series

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designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto [FIRST READING]

- d. Lease Proposal for Upper Township Magistrate
- e. Memorandum of Agreement with Hughes Lake Owners' Association for Storm Drainage Pipe Replacement

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

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

The vote in favor was unanimous.

Mr. Rose moved, seconded by Mr. N. Jackson, to reconsider Item 13(c): "An Ordinance Authorizing the issuance and sale of not exceeding \$20,000,000 General Obligation Bond Anticipation Notes (Richland Renaissance Project), Series 2018B, or such other appropriate series designation, of Richland County, South Carolina; fixing the form and details of the notes; authorizing the County Administrator to determine certain matters relating to the notes; providing for the payment of the notes and the disposition of the proceeds thereof; and other matters relating thereto".

In Favor: Malinowski, Pearce, Manning, N. Jackson, Livingston and Rose

Opposed: C. Jackson, Myers, Dickerson and McBride

The vote was in favor of reconsideration.

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

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

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

The motion failed.

POINT OF CLARIFICATION – Ms. Myers inquired if we just voted not to approve the BAN for the Renaissance funding of the items we just voted on.

Mr. Livingston stated he does not know if that was everyone's intent, but that is what we did.

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

Ms. Myers stated we are voting to reconsider the vote on the BAN for the funding for the Renaissance Plan, including the courthouse and the mall, which we essentially just declined.

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

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Opposed: Malinowski, Manning, N. Jackson and Rose

The vote was in favor of reconsideration.

Mr. Malinowski stated, after it was brought to his attention, he would think prior to issuing any type of bond or BAN we should have some more specific and exact figures from professionals in the building industry. While we were previously presented figures that it cost "X" number of dollars to rebuild or upgrade this particular facility. He would like see a professional tell us that is the cost that it is going to be. Not that it is going to be \$125/sq. ft.

Mr. Livingston stated he agrees with Mr. Malinowski; however, this is First Reading, so we will have some time to get those figures before we get to Second or Third Reading.

Mr. N. Jackson stated he would not like to move forward until we have the correct figures before us instead of trying to adjust it after. Because if the figures are ridiculous it could be stopped at First Reading. When he heard \$75/sq. ft. it was a personal decision that they thought it should be that price. It was not from a professional firm and he has concern that we are moving forward with something that is not from a professional. When we have something that is \$20 million and we are getting that figure, he thinks before we move forward with anything we should have the right figures in front of us. Not adjust it later.

Ms. Myers stated she agrees that accurate figures are critical. She reiterated this is First Reading and the motion said "not exceeding" so that we can be well below that number, but we give ourselves and contractors time to actually do the work that we are asking them to undertake.

Mr. Manning moved, seconded by Mr. N. Jackson, to defer this item until such time as we come back with the 2 contracts that we deferred earlier.

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

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

The motion failed.

Mr. C. Jackson stated the challenge for trying to move forward with Richland Renaissance is becoming clearer at each motion and each vote that is being taken tonight. He is wondered whether or not there is any real commitment to continue the effort. It is encouraging to see that we are not going to waste the time of our professionals from Philadelphia. If in fact we are not interested in doing it and we are simply not going to say it, but continue to defer and defer as a way of never bringing it to a vote and allowing those professional firms to initiate the work that is necessary.

Mr. Livingston moved, seconded by Ms. Myers, to approve this item for First Reading.

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

Opposed: Malinowski, N. Jackson and Rose

The vote was in favor.

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14. **THIRD READING ITEMS**

- a. An Ordinance Authorizing a deed to 908 Group Holdings, LLC, for 1328-1400 Huger Street; also described as TMS # 09009-11-04 and 09009-11-05 – Mr. Livingston moved, seconded by Ms. Myers, to take this item up in Executive Session.

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

Opposed: C. Jackson, Pearce and Dickerson

The vote was in favor.

- b. An Ordinance Amending the Richland County Code of Ordinances, Chapter 5, Animals and Fowl; Section 5-4, Community Cat Diversion Program; so as to amend the language therein – Mr. Pearce moved, seconded by Ms. Myers, to approve this item with the following amendment: Sec. (c)(3) last sentence, “Immediately be returned to the property owner’s address, unless the property owner or caretaker request the cat not be returned to their address. In these cases, the cat is returned to the known community/home territory from where it was found or trapped.”

Ms. McBride made the following friendly amendment so the City of Columbia and the County’s cat diversion programs are consistent: Sec. (c)(7) & (c)(8) – “The County may suspend or eliminate the program at its sole discretion” and “Treatment and return of any cat program shall be subject to the discretion of Richland County Director of Animal Care.”

Mr. Rose stated he is trying to understand the sole discretion component.

Ms. McBride stated she is following the City of Columbia ordinance. Some of the supporters said the City of Columbia has an excellent ordinance. It gives the County the sole discretion.

Mr. Pearce stated this has been vetted with all of the folks and they have agreed to this.

Mr. Malinowski stated he is supporting this. It is just that the red-lined version in front of us does not go with this, so when the final minutes come and everybody wants to read what we are passing with these amendments that they are written out properly.

Mr. Rose stated we have come a long way on this issue. He wants to be sure we get it right and we do not end up here again in a few months.

Mr. Rose made a substitute motion, seconded by Ms. Myers, to defer this item until the May 15th Council meeting.

In Favor: Malinowski, Pearce, Manning and Rose

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

The substitute motion failed.

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

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Abstain: Manning

The vote in favor was unanimous, with Mr. Manning abstaining.

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

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

Opposed: Malinowski, Pearce, Dickerson and Livingston

The vote was in favor.

15. **SECOND READING ITEMS**

- a. Authorizing the expansion of the boundaries of the I-77 Corridor Regional Industrial Park jointly developed with Fairfield County to include certain property located in Richland County; the execution and delivery of an Infrastructure Credit Agreement to provide for Infrastructure credits to Project Reign; and other related matters – Mr. Livingston moved, seconded by Ms. Myers, to approve this item.

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

The vote in favor was unanimous.

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

- a. Little Jackson Creek (LJC) Mitigation Project close out – Mr. Pearce stated this item is an Airport project where we had to do mitigation. The FAA wants to close this out. It will require a change order that will cost the County \$1,222.00. The committee recommended approval of this item.

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

The vote in favor was unanimous.

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

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

The motion for reconsideration failed.

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

- a. Approval to negotiate and enter into a Design/Build Contract for Two Magistrate offices – Mr. Malinowski stated the question was divided on this item in committee and a vote taken on each of the magistrate’s offices, so that one would not hold up the other if there were some glitch. Therefore, they need to be voted on individually here.

Ms. Kennedy inquired if we are referring to the magistrate’s office in the Northeast section.

Mr. Malinowski stated he is referring to both of the offices. We can vote on both of them together, but ensure they are divided out.

Mr. N. Jackson stated, for clarification, the motion is to vote on them together, but they need to be divided out. He requested Mr. Malinowski to explain.

Upper Township Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

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

The vote in favor was unanimous.

Hopkins Magistrate Office – Mr. Malinowski moved, seconded by Ms. McBride, to approve this item.

Mr. N. Jackson stated while he supports the Hopkins Magistrate’s Office he wants to make sure the community is aware that a courthouse will be placed in front of their neighborhood and there is some community input or discussion.

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

The vote in favor was unanimous.

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

19. **NOTIFICATION OF VACANCIES**

- a. Accommodations Tax – Five (5) Vacancies (One applicant must have a background in the Cultural Industry; Three applicants must have a background in the Hospitality Industry; One is an at-large seat)
- b. Hospitality Tax – Three (3) Vacancies (At least two applicants must be from the Restaurant Industry)
- c. Employee Grievance Committee – Three (3) Vacancies (MUST be a Richland County employee)
- d. Business Service Center Appeals Board – One (1) Vacancy (Applicant must be an attorney)

- e. Board of Assessment Appeals – Two (2) Vacancies
- f. Board of Zoning Appeals – Two (2) Vacancies
- g. Building Codes Board of Appeals – Four (4) Vacancies (One applicant must be from the Architecture Industry; One from the Plumbing Industry; & Two from Fire Industry as alternates)
- h. Procurement Review Panel – Two (2) Vacancies (One applicant must be from the public procurement arena & one applicant must be from the consumer industry)

Mr. Malinowski stated the committee recommended to advertise for the vacancies.

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

The vote in favor was unanimous.

Mr. Malinowski stated the Transportation Penny Advisory Committee vacancies are not being advertised because it is an action item on the Rules and Appointments Committee to come forward with recommendations for appointing the two (2) vacancies. The two (2) vacancies recommendation will come forward at the May 15th once all of the applicants have been interviewed.

20. **NOTIFICATION OF APPOINTMENTS**

- a. Transportation Penny Advisory Committee (TPAC) – 2 – Mr. Malinowski stated this item was held in committee in order to complete the interview process.

21. **REPORT OF THE RICHLAND RENAISSANCE AD HOC COMMITTEE**

- a. Purchase Orders for Demolition of Dilapidated Structures – Mr. Livingston stated the committee met on April 10th. He chaired the committee by default because he was the senior member of Council on the committee. We did not elect a Chair of that committee at that meeting, but hopefully will do so at the next meeting.

The committee is requesting Council to consider the authorization to create a purchase order over \$100,000, not to exceed \$385,000, for the demolition of dilapidated structures around Richland County. Staff has identified approximately 50 dilapidated and unsafe structures that need to be demolished. This is a part of the FY17-18 Action Plan. The reason why we are looking at the \$100,000 is because individual and small groupings of properties will be issued as a request for a bid, as opposed to trying to them one at a time. So by grouping them together you may end up with more than \$100,000, so the idea is for us to be able to go up to a \$100,000 in order for us to advertise for these particular properties.

Mr. Malinowski inquired if the list will be bid individually or as a whole.

Mr. Livingston stated there are several identified contractors and different contractors will apply.

Mr. Malinowski inquired if any insurance payments were ever made on the burned structures. It would seem if the owner received an insurance payment and did nothing but keep the money and now the County is going out to demolish the structure they are in a win-win situation.

Ms. Hegler stated that will only apply to one structure and we have reason to remove that one. She stated maybe at another time she will be able to get an answer to your question, but for the purpose of this list that one has been removed for other reasons.

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

Abstain: Manning

The vote in favor was unanimous, with Mr. Manning abstaining.

22. OTHER ITEMS

- a. FY18-District 10 Hospitality Tax Allocations – Ms. Myers requested to add a \$4,000 allocation to the Town of Eastover.

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

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

The vote in favor was unanimous.

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

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

Mr. Manning inquired if all of the checks have been issued for the H-Tax allocations that were previously passed.

Mr. Hayes stated he wanted to be sure he understood Mr. Manning's specific question. He inquired if for every "Request of Action" that has come before Council has those been paid.

Mr. Manning responded in the affirmative. The question is that we passed these at meetings and then do reconsideration. The reason we do reconsideration, particularly as the budget year is coming to an end, is so that we can get them quickly done. So, his question is for the ones that have been done prior to tonight have they all been paid out.

Mr. Hayes stated some of them have and some have not. The reason being is that once we send a grant agreement out, it is up to the grantee to send in a signed grant agreement. Also, they must submit request for payment and budget staff audits the request for payment. Once they meet the H-Tax guidelines then a request for payment is submitted to Finance and a check is cut.

Mr. Manning stated the ones that are already H-Tax recipients then they do not need to do the grant

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because they already have. Is that correct? What do they need to do?

Mr. Hayes stated, for clarification, the ones that are currently receiving money for FY18. H-Tax was a one year funded item, so we had individuals who received funding for FY18 who wished to apply for FY19.

Mr. Manning gave Mr. Hayes the following example to explain what he was referring to: EdVenture got H-Tax through the standing H-Tax committee and then individuals at the beginning of the year have often time given. He himself had a motion that came through the Finance Department and was passed by Council and moved for reconsideration. That is not FY19 that is now. They have applied and gotten funding, so have they gotten the check.

Mr. Hayes provided some clarification about the process. Once Council voted and agreed to funding, the budget staff goes into the system and set up that budget amount by transferring the allocated amount from the Councilmember's individual H-Tax discretionary account. Budget staff sends an award letter and grant agreement to the grantee for them to sign and return. Budget cannot proceed any further without a signed grant agreement because the grant agreement stipulates the "contract" between the grantee and grantor. The agreement specifies what the grantee needs to do to comply with receiving the funds. Once the grantee does that, staff audits the request for payment to make sure it is following the H-Tax guidelines. Once the audit is completed, he signs off on it and the request for payment is submitted to Finance for payment.

Mr. Manning stated all the ones that were done, just like we did for District 10, those letter all went out the next day or 2 after the Council meeting since we did reconsideration. That letter gets to them saying there has been additional money allotted and what they need to do to get that additional funding.

Mr. Hayes stated his staff is conducting an audit to ensure that everyone who was supposed to receive an award letter and a grant agreement has received it.

Mr. Manning requested a list of the ones that Council has approved since the initial allotments.

Mr. Livingston requested a copy of the process, so that he knows what the process is. He also requested to be copied on any correspondence with the entities he has allocated funds to so he can follow-up.

Ms. Myers stated she believes all of the Councilmembers would like to be copied on correspondence to the entities they have allocated funding to. She stated, for example, she allocated additional funds to the Sweet Potato Festival because they had an underrun when they did their advertising and they requested she provide additional funding for them. Would they have to start over?

Mr. Hayes responded budget staff would then send out an amended grant agreement.

Mr. C. Jackson reiterated it would be appropriate for all of the Councilmembers to receive the information Mr. Manning and Mr. Livingston requested.

Ms. McBride stated she did not understand because she thought she was told you had to submit the grant application, but now Mr. Hayes is saying that if Council approves the funding then budget staff would initially send a letter to them. They in turn would do what?

Mr. Hayes stated they will get an award and a grant agreement, which specifies the H-Tax guidelines.

They sign that and send it back to budget staff. The agreement specifies the steps they need to take to request the funding (i.e. the request for payment and documentation). Budget staff then audits it according to the H-Tax guidelines. Once staff is certain everything is in order, he signs off on it and turn it into Finance and AP cuts a check.

Ms. McBride stated, for clarification, so they do not go through a grant application on Zoom Grants.

Mr. Hayes stated that is the initial process. Once funding is approved out of the Council member's discretionary H-Tax account, his office is notified of that and they send out an award letter notifying them that Council has approved them for funding. They get a grant agreement specifying the steps they need to take to get the funding, which includes a request for payment with invoices, quotes, etc.

Ms. McBride inquired as to where the application comes in.

Mr. Hayes stated that is the first thing they do. In order to receive the funding, you have to apply for it through Zoom Grants. That is how they track all of the applicants.

Mr. N. Jackson stated, if a Council member has awarded an organization some funds, and it has been approved, they still have to apply for it.

Mr. Hayes stated the application process should be before the Council member approves it. The application is the first step.

Mr. N. Jackson stated if a Council member, from the discretionary H-Tax funds, award an organization some funding and it has been approved, they still have go through the Zoom Grant and apply for it.

Mr. Hayes stated the Zoom Grant portion is so staff can track all of the grantees. In that case, he does not know if you want to use the word apply, but you want to use the term registering because the Council member has already authorized them to get the funds.

Mr. N. Jackson stated there was some time after July when there was not a Grants Manager. He inquired as to when we got a Grants Manager.

Mr. Hayes stated Natasha Dozier left in September and we had an Interim Grants Manager. One of the Budget Analyst did both jobs between September and December, so we have always had one.

Ms. Kennedy stated, for example, if she donated some money in her community for them to purchase some equipment, does she have to apply to the Grants Department first.

Mr. Hayes stated Ms. Kennedy would tell the organization so they can track it through Zoom Grants. They would "register" through Zoom Grants. The Council member would contact the Clerk's Office to do a ROA. It would come before Council and it would be voted on. Staff would then set it up in the GL system. An award letter and a grant agreement would be sent out to the grantee informing them of the steps they need to take to secure funding.

Ms. Kennedy stated these funds would have to come back to Council before they can get them.

Mr. Hayes stated once Council votes on it staff goes into the system and set it up. Prior to that the

funding sits in each Council member's discretionary H-Tax account before they transfer it to each individual grantee's own account.

- b. A Resolution to appoint and commission Rodney Brinkley, Twila Jones, and Ladedra Manning as Code Enforcement Officers for the proper security, general welfare, and convenience of Richland County – Mr. Livingston moved, seconded by Mr. Manning, to approve this item.

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

The vote in favor was unanimous.

- c. A Resolution to appoint and commission Kevin Lee Powers as a Code Enforcement Officer for the proper security, general welfare, and convenience of Richland County – Mr. Manning moved, seconded by Mr. Malinowski, to approve this item.

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

The vote in favor was unanimous.

23. **CITIZENS' INPUT: Must Pertain to Richland County Matters Not on the Agenda**

Mr. Ronald Taylor, Mr. Collier Taylor, and Mr. Alan Brown spoke regarding the Small Local Business Enterprise initiative.

POINT OF ORDER – Ms. Kennedy stated we sit here and make different rules and regulations and we are not enforcing half of them. One in particular is the sign ordinance. She did not make the motion and was not crazy about doing it, but we voted on and passed it. If you ride through Richland County you see signs out everywhere. She has called the County on several occasions to have the signs picked up, as a fact, she has 20 in the back of her car.

24. **EXECUTIVE SESSION**

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

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

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

Council went into Executive Session at approximately 8:44 PM and came out at approximately 9:45 PM.

Ms. Kennedy moved, seconded by Mr. N. Jackson, to come out of Executive Session.

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

Opposed: Malinowski and Manning

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

- a. An Ordinance Authorizing a deed to 908 Group Holdings, LLC for 1328-1400 Huger Street; also described as TMS # 09009-11-04 and 09009-11-05 – Ms. Dickerson moved, seconded by Ms. Myers, to approve Third Reading of the ordinance authorizing a deed to 908 Group Holdings and the execution of the deed at the closing.

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

Opposed: Manning, N. Jackson, Livingston and Rose

The vote was in favor.

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

In Favor: N. Jackson and Rose

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

The motion for reconsideration failed.

- b. Payment of invoices submitted by Chao & Associates related to their work on Pinewood Lake Park Phase 2 – Mr. Malinowski moved, seconded by Mr. Livingston, to pay Chao & Associates for work performed on Richland County property.

In Favor: Malinowski, Pearce, Dickerson, Livingston and McBride

Oppose: Rose

Abstain: C. Jackson, Myers, Kennedy, Manning and N. Jackson

The vote was in favor.

Dr. Yudice stated Council need to reaffirm that Chao & Associates needs to reimburse \$126,010.

Mr. Malinowski moved, seconded by Ms. Myers, that the land purchase transaction be handled according to staff's recommendation.

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

Opposed: Manning and Livingston

Abstain: N. Jackson

The vote was in favor.

- c. Release of Hospitality Tax Funds to Pinewood Lake Foundation – Ms. Dickerson moved, seconded by Mr.

Regular Session

May 1, 2018

-19-

Livingston, to proceed with the payment of \$12,175.92 to Pinewood Lake Foundation and that they provide procurement documents for the remaining balance.

In Favor: Pearce, Manning, Dickerson, and Livingston

Opposed: Malinowski, Myers and Rose

Abstain: C. Jackson, Kennedy, N. Jackson

The vote was in favor.

- d. Personnel Matter – Ms. Dickerson moved, seconded by Mr. N. Jackson, to proceed with the Clerk’s salary as discussed in Executive Session.

Mr. Rose made a substitute motion, seconded by Mr. Malinowski, to defer this until the next Council meeting.

In Favor: Malinowski, Pearce, Manning and Rose

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

The motion failed for deferral.

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

Abstain: Manning

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

25. **MOTION PERIOD**

- a. Move for a resolution honoring the life and service of Doug Strickler to Richland County [ROSE] – Mr. Manning moved, seconded by Mr. N. Jackson, to adopt the resolution honoring Doug Strickler.

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

The vote in favor was unanimous.

- b. Move for a resolution honoring the life and community advocacy of Jim Jaco of the Olympia community [ROSE and MYERS] – Mr. Manning moved, seconded by Ms. Myers, to adopt the resolution honoring Mr. Jaco.

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

The vote in favor was unanimous.

- c. To ensure that the current investments made on behalf of the citizens of Richland County are monitored and the programs and services identified in the Richland Renaissance Plan, get fully vetted, evaluated, and if approved, funded, I am requesting that Mr. Michael Niermeier assume the leadership role for this project. I further request that Mr. Niermeier become the direct point of contact for the Richland Renaissance Program and that he lead the efforts both internally and externally [C. JACKSON] – This item was referred to the Renaissance Ad Hoc Committee.

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

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

ADJOURN – The meeting adjourned at approximately 9:57 PM.



Richland County Council

SPECIAL CALLED MEETING
May 7, 2018 – 2:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

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

OTHERS PRESENT: Michelle Onley, Jamelle Ellis, Brandon Madden, Sandra Yudice, Kim Williams-Roberts, Beverly Harris, Trenia Bowers, Dale Welch, Brad Farrar, Dwight Hanna, Tim Nielsen, Larry Smith and Stacey Hamm

1. **CALL TO ORDER** – Ms. Dickerson called the meeting to order at approximately 2:00 PM.

Ms. Dickerson stated that Mr. Manning had a previously scheduled out of town meeting and would not be in attendance at the meeting.

2. **ADOPTION OF THE AGENDA** – Mr. Malinowski moved, seconded by Mr. N. Jackson, to adopt the agenda as published.

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

The vote in favor was unanimous.

3. **EXECUTIVE SESSION:**

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

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

Opposed: Malinowski, C. Jackson, Myers and Dickerson

The vote was in favor of going into Executive Session.

Council went into Executive Session at approximately 2:06 PM and came out at approximately 3:41 PM.

Mr. Malinowski moved, seconded by Ms. Myers, to come out of Executive Session.

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

The vote in favor was unanimous.

- a. **Potential Litigation: Personnel/Contractual Matter** – No action was taken.

- b. Potential Litigation: Personnel/Potential Claim** – Mr. Pearce moved, seconded by Mr. Malinowski, to refer this matter to the appropriate outside agency or agencies, as discussed in Executive Session, for review and disposition as appropriate.

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

Abstain: N. Jackson

The vote in favor was unanimous with Mr. N. Jackson abstaining.

4. **ADJOURNMENT** – The meeting adjourned at approximately 3:45 PM

Special Called Meeting

May 7, 2018

2

received
4-26-18

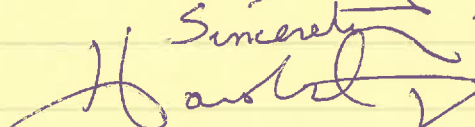
2727 Kiawah Ave.
Columbia, SC 29205
26 April 2018

To: Richland County Council:

I would like to donate to
Richland County 5.32 ACRES at
Killian Commons with the TAX Number
17400-09-23

The County can find use of the
property to benefit the County.

I Look forward to a Response
from Richland County Council.

Sincerely,

Harold D. Williams
803-799-6073

Richland County
Assistant County Administrator
P.O. Box 192
Columbia, SC 29202

Dr. Yudice,

I wanted to inform you that during the last meeting of the Township Auditorium Board of Trustees on March 14, 2018, there was a vote to explore the possibility of purchasing the property adjacent to the Township. The land is located at 1609-1615 Blanding Street and is currently the offices of Johnson, Toal & Batiste PA. Richland County has already acquired all the parcels of land beside the Township and this is the last remaining piece before owning the entire block. If purchased it would greatly enhance the development of the Township Auditorium, and ensure that future growth is possible.

The Board of Trustees and I are asking that Richland County assist with having the land appraised so we can determine the value, and begin to move forward with this project.

Thanks in advance,



Aundrai Holloman
Township Auditorium
Executive Director

Richland County Council Request for Action

Subject:

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

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17500-02-02 FROM GENERAL COMMERCIAL (GC) TO LIGHT INDUSTRIAL (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

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

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 17500-03-02 FROM HEAVY INDUSTRIAL (HI) TO LIGHT INDUSTRIAL (LI); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

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

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Richland County Council Request for Action

Subject:

18-008MA
Tony Cates
RU to GC (17.3 Acres)
1045 Marina Road
TMS # R02414-01-04

Notes:

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

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

AN ORDINANCE OF THE COUNTY COUNCIL OF RICHLAND COUNTY, SOUTH CAROLINA, AMENDING THE ZONING MAP OF UNINCORPORATED RICHLAND COUNTY, SOUTH CAROLINA, TO CHANGE THE ZONING DESIGNATION FOR THE REAL PROPERTY DESCRIBED AS TMS # 02414-01-04 FROM RURAL DISTRICT (RU) 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 # 02414-01-04 from Rural district (RU) to General Commercial district (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 _____, 2018.

RICHLAND COUNTY COUNCIL

By: _____
Joyce Dickerson, Chair

Attest this _____ day of
_____, 2018.

Michelle M. Onley
Deputy Clerk of Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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

Public Hearing: April 24, 2018
First Reading: April 24, 2018
Second Reading: May 3, 2018
Third Reading: May 15, 2018

Richland County Council Request for Action

Subject:

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

Notes:

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

First Reading: May 1, 2018

Second Reading:

Third Reading:

Public Hearing:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Government Obligations” shall mean any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

Enacted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

RICHLAND COUNTY ATTORNEY'S OFFICE

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

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

Signature Page to Ordinance No. _____

FORM OF NOTE

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

No. R-

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

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

(SEAL)

Chair, County Council

ATTEST:

Clerk to County Council

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

Date of Authentication:

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

[REGISTRAR/PAYING AGENT] as Registrar/Paying Agent

By: _____
Authorized Officer

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

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the
entireties

_____ Custodian _____
(Cust) (Minor)

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

under Uniform Gifts to Minors
Act _____
(state)

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

(FORM OF ASSIGNMENT)

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

(Name and Address of Transferee)

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

Dated: _____

Signature Guaranteed

(Authorized Officer)

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

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

FORM OF NOTICE OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

SECURITY: The Notes shall constitute general obligations of the County and the proceeds of general obligation bonds are irrevocably pledged to the payment of the Notes. Additionally, the full faith, credit and taxing power of the County is pledged.

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

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

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

OFFICIAL STATEMENT: The County has distributed an Official Statement in connection with the sale of the Notes in preliminary form (the “Preliminary Official Statement”). The County, by accepting the bid of the successful bidder, (a) certifies to such successful bidder as of the date of acceptance of such bid that the Preliminary Official Statement furnished prior to the date of such acceptance has been “deemed final” as of its date by the County within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2 12”), although subject to revision, amendment and completion; and (b) agrees to provide such successful bidder, in order to permit such successful bidder to comply with Rule 15c2 12, with up to 50 printed copies of the final Official Statement approved by the County in relation to the sale by the County of the Notes within the period of time allowed under Rule 15c2 12, at the sole cost and expense of the County, with any additional printed copies which such successful bidder shall reasonably request to be provided at the sole cost and expense of the successful bidder. Such successful bidder, by executing its bid, agrees to provide two copies of the final Official Statement to the Electronic Municipal Market Access system within the meaning of Rule 15c2 12 (a “EMMA”) upon receipt of the final Official Statement from the County and two copies of the final Official Statement (with any required forms) to the Municipal Securities Rulemaking Board (the “MSRB”) or its designee pursuant to MSRB Rule G 36 no

later than ten (10) business days following the date of acceptance of its bid, and such successful bidder further agrees to comply with all other applicable provisions of Rule 15c2 12 and MSRB Rule G 36. Such successful bidder shall notify the County of (i) the date which is the “end of the underwriting period” within the meaning of Rule 15c2 12 and (ii) the date on which the final Official Statement is filed with EMMA. Copies of the Preliminary Official Statement may be obtained at the offices listed in this Official Notice of Sale under the caption “Additional Information.” In the Ordinance, the County has committed to provide certain annual information and notices of material events as required by Rule 15c2 12 and as described in the Official Statement. The successful bidder’s obligation to purchase the Notes shall be conditioned upon its receiving, at or prior to the delivery of the Notes, in form and substance reasonably satisfactory to the successful bidder, a copy of the continuing disclosure undertaking set forth above, which shall constitute a written agreement for the benefit of the Holders of the Notes as required by Rule 15c2 12. The Preliminary Official Statement has been deemed final by the County for purposes of paragraph (b)(1) of Rule 15c212 but is subject to revision, amendment and completion in a final Official Statement as provided in Rule 15c2 12. Within seven (7) business days of the bid opening date, the County will deliver the final Official Statement to the successful bidder in sufficient quantity to comply with Rule 15c2 12.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RICHLAND COUNTY, SOUTH CAROLINA

FORM OF DISCLOSURE DISSEMINATION AGENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Provision of Annual Reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3. Content of Annual Reports.

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

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

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

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

SECTION 4. Reporting of Notice Events.

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

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

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

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

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

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

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

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

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

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

SECTION 7. Voluntary Filing.

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

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

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

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

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

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

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

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

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Notes or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Notes.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall

not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to both the Issuer and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Notes and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided neither the Issuer or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer. No such amendment shall become effective if the Issuer shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee of the Notes, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Notes, and shall create no rights in any other person or entity.

SECTION 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Florida (other than with respect to conflicts of laws).

SECTION 15. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the Issuer have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent

By: _____
Name: _____
Title: _____

RICHLAND COUNTY, SOUTH CAROLINA, as Issuer

By: _____
Name: _____
Title _____

EXHIBIT A

NAME AND CUSIP NUMBERS OF [NOTES] BONDS

Name of Issuer _____
Obligated Person(s) _____
Name of Bond Issue: _____
Date of Issuance: _____
Date of Official Statement _____

CUSIP Number: _____

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer: _____

Obligated Person: _____

Name(s) of Bond Issue(s): _____

Date(s) of Issuance: _____

Date(s) of Disclosure Agreement: _____

CUSIP Number: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Notes as required by the Disclosure Agreement between the Issuer and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Issuer has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by _____.

Dated: _____

Digital Assurance Certification, L.L.C., as Disclosure
Dissemination Agent, on behalf of the Issuer

cc:

EXHIBIT C-1

EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

Number of pages attached: _____

____ Description of Notice Events (Check One):

1. ____ "Principal and interest payment delinquencies;"
2. ____ "Non-Payment related defaults, if material;"
3. ____ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. ____ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. ____ "Substitution of credit or liquidity providers, or their failure to perform;"
6. ____ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. ____ "Modifications to rights of securities holders, if material;"
8. ____ "Bond calls, if material;"
9. ____ "Defeasances;"
10. ____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. ____ "Rating changes;"
12. ____ "Tender offers;"
13. ____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. ____ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. ____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2

VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: _____

_____ Description of Voluntary Event Disclosure (Check One):

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

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3

VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" will be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and/or Other Obligated Person's Name:

Issuer's Six-Digit CUSIP Number:

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

Number of pages attached: ____

____ Description of Voluntary Financial Disclosure (Check One):

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

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

Name: _____ Title: _____

Digital Assurance Certification, L.L.C.
390 N. Orange Avenue
Suite 1750
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT D

FORM OF NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Richland County, South Carolina (the "County"), in County Council Chambers located at 2020 Hampton Street, Columbia, South Carolina, at 6:00 p.m. on Tuesday, _____, 2018, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider an ordinance (the "Ordinance") providing for the issuance and sale of not to exceed \$20,000,000 General Obligation Bond Anticipation Notes, Series 2018B, or such other series designation, the proceeds of which will be used for: (i) funding a portion of Richland Renaissance; (ii) paying costs of issuance of the Notes; and (iii) such other lawful corporate and public purposes as the County Council shall determine.

The Notes are secured by the full faith, credit, and taxing power of the County and a pledge of the proceeds of general obligation bonds.

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance and the issuance of the Bonds.

/s/Chair, County Council, Richland County,
South Carolina



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

Applicant must reside in Richland County.

Name: Nicholas J. Galante

Home Address: 208 King St. Columbia, SC 29205

Telephone: (home) (803) 518-6918 (work) (803) 518-6918

Office Address: _____

Email Address: NJGalante@hotmail.com

Educational Background: The Citadel: BS Bus Admin, MSU: MBA

Professional Background: Finance, Management

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

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: I care deeply about my community and our core transportation needs.

It seems a fresh perspective would be valuable to the board.

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

Organized, dependable, collaborative, and future oriented. President of Board of Dir.

The Animal Mission (501C3), Leadership Columbia c/o 2018

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

Any other information you wish to give? _____

Recommended by Council Member(s): Seth Rose

Hours willing to commit each month: 15 - 20

CONFLICT OF INTEREST POLICY

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

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

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

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

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

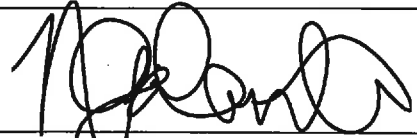
Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____



Applicant's Signature

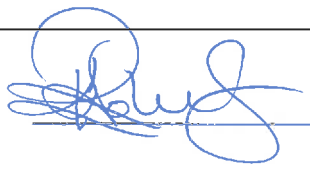
08/09/17

Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>8-11-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant must reside in Richland County.

Name: J. Thomas Lanham

Home Address: 228 Rosebank Dr Columbia South Carolina 29209

Telephone: (home) (803) 260-4510 (work) _____

Office Address: 228 Rosebank Dr Columbia South Carolina 29209

Email Address: T.Lanham@att.net

Educational Background: Hammond Academy and University of South Carolina

Professional Background: Farmer in Richland and Kershaw County

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

Name of Committee in which interested: Transportation penny adv comm (TPAC)

Reason for interest: I love serving the citizens of Richland County and South Carolina. I ar
I grow corn wheat and soybeans. I'm a land steward having an in depth knowledge

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

I believe I bring a diverse perspective to the issues surrounding the penny tax projects.

Presently serve on any County Committee, Board or Commission? S.C. Dept of Agriculture

Any other information you wish to give? Thank you for considering my appointment

Recommended by Council Member(s): I haven't notified them of my rising interest to serve

Hours willing to commit each month: As many as necessary

CONFLICT OF INTEREST POLICY

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

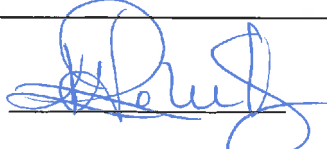

Applicant's Signature

7-25-17
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>7-27-17</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Cyril B. Busbee, Jr.

Home Address: 127 Shore Breeze Drive, Irmo, S.C. 29063

Telephone: (home) 803-407-3077 (work) _____

Office Address: _____

Email Address: buzbusbee@sc.rr.com

Educational Background: Masters Degree in Civil Engineering

Professional Background: Employed by SCDOT for 37 years as
District Traffic Eng.
District Eng. Admin.
District Maint. Eng.
Male Female Age: 18-25 26-50 Over 50

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Highway and bridge background

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

Career employee in transportation

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

Any other information you wish to give? _____

Recommended by Council Member(s): No

Hours willing to commit each month: As needed

CONFLICT OF INTEREST POLICY

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

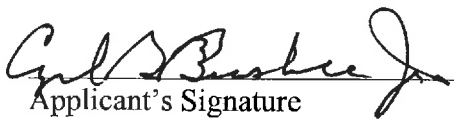
Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: _____

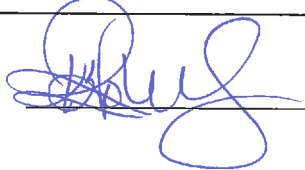

Applicant's Signature

16 January 2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-17-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

2



APPLICATION FOR SERVICE ON RICHLAND COUNTY
COMMITTEE, BOARD OR COMMISSION

Applicant **MUST** reside in Richland County.

Name: Marcus J. Brown ("Marc")

Home Address: 1601 Main St. Apt. 207, Columbia, SC 29201

Telephone: (home) 803-767-8327 (work) 803-255-9593

Office Address: 1320 Main St. 17th fl., Columbia, SC 29201

Email Address: Marcus.Brown@nelsonmullins.com

Educational Background: Univ. of SC, B.S. Psychology; Emory Univ. School of Law, JD

Professional Background: Attorney

Male Female

Age: 18-25 26-50 Over 50

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: As a citizen of Richland county, I have a vested interest in ensuring that County tax dollars are being properly spent to improve our community

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

I believe my critical thinking, enthusiasm, and knowledge of local laws would be an asset to the committee.

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

Any other information you wish to give? I am most interested in serving a 3-yr term

Recommended by Council Member(s): Paul Livingston

Hours willing to commit each month: 12-15 hours

CONFLICT OF INTEREST POLICY

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.

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

Yes _____ No _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No _____

If so, describe: _____

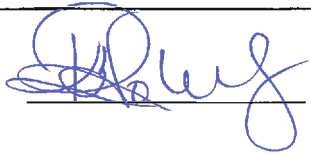

Applicant's Signature

1/5/2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-8-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

MARCUS J. BROWN
1601 Main St., Apt. 207, Columbia, SC 29201
(803) 767-8327
brownmj14@gmail.com

EDUCATION

Emory University School of Law, Atlanta, GA

J.D., *with honors*, May 2014

- Dean's List (Fall 2013 and Spring 2014)
- 2014 American Law Institute/American Bar Association Scholarship and Leadership Award
- Managing Editor, Emory Corporate Governance and Accountability Review
- Vice President, Black Law Students Association
- Pupil, Lamar Inn of Court
- Primary Negotiator, Negotiation Team

University of South Carolina, Columbia, SC

B.S., Psychology and Criminology, August 2009

- Social Chairman, Omega Psi Phi Fraternity, Inc.
-

EXPERIENCE

Nelson Mullins Riley & Scarborough LLP, Columbia, SC

Associate, September 2016 – Present

- Represent automobile manufacturers in various matters, including Volkswagen Group of America, Inc. in litigation related to Volkswagen's sale of certain diesel vehicles
- Defend companies in wage and hour, breach of contract, fraud, and RICO class actions across the country
- Perform legal research and prepare memoranda regarding various complex commercial litigation issues
- Draft pleadings, discovery responses/requests, motions, and briefs in state and federal courts

Carlock, Copeland & Stair, LLP, Atlanta, GA

Associate, April 2015 – September 2016

- Represented insurance companies and employers in the defense of workers' compensation claims
- Drafted briefs, complex settlement documents, and memoranda
- Reviewed medical records, insurance files, employment files, and other documents
- Managed all aspects of discovery, including conducting and defending depositions

Molden & Holley, LLC, Atlanta, GA

Legal Intern, May 2013 – August 2013

- Researched and drafted memoranda regarding various business and employment law issues
- Drafted pleadings, motions, and demand letters
- Conducted client intake interviews to assess damages and liability

Greene Legal Group, LLC, Atlanta, GA

Summer Associate, May 2012 – July 2012

- Researched Title VII employment discrimination and personal injury case law for memoranda
 - Maintained communications with clients regarding case status, concerns, and future actions
-

ADMISSIONS & ORGANIZATIONS

- Admitted in South Carolina, Georgia, and the U.S. District Court for the Northern District of Georgia
- South Carolina Bar; Richland County Bar Association; State Bar of Georgia; Gate City Bar Association; National Bar Association; Communities in Schools of the Midlands (Governance Committee)



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: WILLIAM BAKER

Home Address: 3405 YALE AVE COLUMBIA, SC 29205

Telephone: (home) 803-609-4317 (work) 803-252-1300

Office Address: 2142 BOYCE ST. COLUMBIA, SC 29201

Email Address: williamtbaker90@gmail.com

Educational Background: Thomas Sumter Academy, '08, CoFC, '12

Professional Background: LEGAL ASSISTANT

Male Female

Age: 18-25

26-50

Over 50

Name of Committee in which interested: TRANSPORTATION PENNY ADVISORY COMMITTEE

Reason for interest: I HAVE SOME GREAT, FRESH IDEAS TO BRING TO THE TABLE, REGARDING THE TRANS. PENNY TAX.

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

Commission:

CITY OF COLA TREE & APPEARANCE COMMISSION, MEMBER, COLUMBIA OPPORTUNITY RESOURCE, SELECTED FOR DO GOOD COLUMBIA - RICHLAND LIBRARY

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

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 30

CONFLICT OF INTEREST POLICY

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

Yes _____ No ✓ _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓ _____

If so, describe: _____

William R. [Signature]
Applicant's Signature

08/24/17
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>8/28/17</u>	Received by: <u>nuho</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



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

Applicant MUST reside in Richland County.

Name: John P. Epting, P.E.

Home Address: 411 Maple Street, Columbia, SC 29205 - County Council District 5

Telephone: (home) 864 506-2346 (work) 803 873-9717

Office Address: 250 Berryhill Road, Suite 104, Columbia, SC 29210

Email Address: JPEpting@gmail.com

Educational Background: B.S., Biosystems Engineering, Clemson University

Professional Background: Civil/Environmental Engineer, Brown and Caldwell

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

Name of Committee in which interested: Transportation Penny Advisory Committee

Reason for interest: Very interested in the continued improvement of our community through this program and hope to assist that improvement through the advisory context of this committee.

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

Experience as an Engineer and Project Manager provides a unique understanding of pertinent constraints and considerations involved in the successful implementation of complicated infrastructure projects like the ones associated with the Transportation Penny.

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

Any other information you wish to give? No

Recommended by Council Member(s): N/A

Hours willing to commit each month: 8

CONFLICT OF INTEREST POLICY

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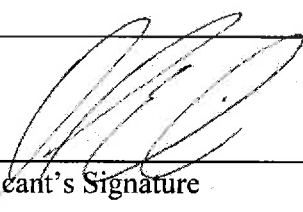
Yes _____ No x _____

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No x _____

If so, describe: _____



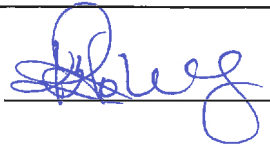
Applicant's Signature

February 5, 2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>2-5-18</u>	Received by: 
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	



APPLICATION FOR SERVICE ON RICHLAND COUNTY COMMITTEE, BOARD OR COMMISSION

Applicant must reside in Richland County.

Name: CHARLES E. OFFUTT
Home Address: 2 Woodlands Ridge Pt. Columbia SC 29229
Telephone: (home) 803.315.4695 (work) 803.763.8066
Office Address: 17 Technology Circle Columbia SC
Email Address: creo2000@aol.com
Educational Background: see attachment
Professional Background: see attachment

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

Name of Committee in which interested: ~~Kingston Richland Historical and Dry House~~
Reason for interest: I love serving my community and helping others.

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

I am able to effectively communicate with individuals and with group to inspire and motivate teamwork.

Presently serve on any County Committee, Board or Commission?

Any other information you wish to give?

Recommended by Council Member(s):

Hours willing to commit each month: 40

CONFLICT OF INTEREST POLICY

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

Yes _____ No ✓

STATEMENT OF FINANCIAL OR PERSONAL INTERESTS

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

Yes _____ No ✓

If so, describe: _____

Chris J. Deo
Applicant's Signature

2-19-2018
Date

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

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

Applications are current for one year.

Staff Use Only	
Date Received: <u>1-19-18</u>	Received by: <u>[Signature]</u>
Date Sent to Council: _____	
Status of Application: <input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> On file	

Charles Edward Offutt
2 Woodlands Ridge Court
Columbia SC, 29229-0003
803.315.4695
E-Mail DRCO2000@aol.com

SUMMARY

Experienced Information Technology Manager, Database Business Systems Analysis, with full systems life cycle experience; proficient in directing professional teams in implementation of work plans, project development, project management, resource procurement and development, by providing leadership and coordination of resource, team, and individual work efforts and goals. I am effective, innovative, organized, resourceful individual who work well in a team environment or self-supervised.

EXPERIENCE

PALMETTO GBA, Columbia, SC

09/02 - PRESENT

Senior Database Administrator

- Prepared detailed specifications used to do multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goals for staff.
- Responsible for standards and design of logical and physical data storage, maintenance, access and security administration.
- Perform backup and recovery on database management systems.
- Define data repository requirements, data dictionaries, and warehousing requirements.
- Design, develop, and certify database schema design to meet system requirements.
- Develop overall data architecture that supports the information needs of the business in a flexible but secure environment.
- Conduct end-user training where applicable.
- Perform other duties as assigned.

SOLCORP CORPORATION, Chicago, IL

10/00 - 08/02

Senior Project Lead

- Analyzes and designs enhancements to the systems based on business requirements.
- Writes technical specifications from functional specifications, which define business requirements.
- Oversee programs system changes from technical specifications.
- Lead training of client on the architecture, operation and maintenance of the system.
- Develop project plans to install and test application at user site.
- Provides post implementation support.
- Design conversion plan based on pre-defined specifications.

Senior Programmer Analyst\ Project Lead

- Prepared detailed specifications used to code multi-million dollars projects.
- Direct a project team in designing new systems or enhancements to existing systems.
- Supervised, and evaluate 10 to 15 programmer and business analyst work.
- Provide, coding, testing, maintenance of computer software from detailed specifications.
- Formulated system scope and objectives, devised or modified procedures to resolve problems using data processing.
- Programming in 'C', COBOL, SQL, Visual Basic, and Db2 for batch and online processing in a mainframe, PC and file server environment using LAN, WAN and Internet.

United STATE Army

01/74 - 01/95

Chief Technology Officer (02/92 - 01/95)

- Supervised activities of 90 technicians and evaluate, train, recruit, reward and disciplines staff members.
- Provided advice and assistance to the senior management concerning information systems and set general priorities and goal for staff.
- Test and evaluate hardware and software to determine efficiency, reliability, and compatibility with existing system
- Oversee the management of Help Desk support to 5000 computer user.
- Maintain a wide area telecommunication network from South Korea to USA.
- Evaluated computer systems and software based on a user requirement and new technologies.
- Develop procedures for installation, maintaining, and solving communications hardware and software problems.

Operations Officer (09/85 - 08/92)

- Provide operations support to the White House, Capital Hill, and the Department of Defense.
- Develop review and coordinate operations of computer network security, information security, personnel security, and emergency disaster plans.
- Implement and monitor the information security systems programs.
- Planned, coordinated, and implemented security measures to safeguard information in the computer systems against accidental or unauthorized modification, destruction or disclosure.
- Supervised the training and support requirement for 70 technicians and 3,500 PC users.
- Maintain a global wide telecommunication network.

Computer Operations Supervisor (12/83 - 09/85)

- Supervised, advised, guide, and evaluate computer programmer and system analyst work.
- Supervised the day-to-day operations of the computer center operations of primarily of eight IBM mainframe computer systems and various standards peripheral equipment.
- Oversee help desk supported for about 12,000 PC users. Using LAN, MAN and WAN.

Project Leader (01/74 - 12/83)

- Maintain an information system that accounted for the organization's supplies and equipment.
- Analyze statistical data and report trend(s) not, conforming to standards, or that have impact on the efficiency of the operations.
- Supervised a staff of ten computer technicians and systems programmers.
- Provide interpret and guidance on how to apply rules and regulations.
- Ensure work meet systems development standards and associated practices.

EDUCATION

M.S., Management of Computer Information Systems, Strayer University, Washington, DC
B.S., Management of Computer Information Systems, Park College, Parkville, MO
A.S., Computer Science, Park College, Parkville, MO
A.S., Management Technology, Austin Peay University, Clarkville, TN
A.S., Computer Science, Midlands Technical College, Columbia, SC
A.S., Telecommunication Systems Management, Midlands Technical College, Columbia, SC
Certificate, Information Systems Network, Midlands Technical College, Columbia, SC
Certificate, Application Programming, Midlands Technical College, Columbia, SC
Certificate, Enterprise Systems, Midlands Technical College, Columbia, SC
Certificate, Fundamentals of Life and Health Insurance,
Life Office Management Association Inc., Atlanta, GA
Designation, Fellow, Life Management Institute (FLMI),
Life Office Management Association Inc., Atlanta, GA
Designation, Associate, Customer Service (ACS),
Life Office Management Association Inc., Atlanta, GA
Designation, **Chaplain, Community Missions Chaplaincy**,
Christ Central Institute, Columbia, SC

Pass Volunteer Activities

Summit Parkway Middle School Assistance Soccer Coach
Volunteer Firefight at Station 24 Sparkleberry Ln.
Central South Carolina Habitat for Humanity on 10 home build
Football Coach at Polo Road Community Center
School Improvement Council (SIC) member at Summit Parkway Middle School
School Improvement Council (SIC) member at Pontiac Elementary



Memo

To: Dr. John M. Thompson, Ph.D., MBA, CPM
 From: David Beaty, P.E.
 CC: Tony Edwards, P.E.
 Date: April 20, 2018
 Re: Richland County Transportation Program Greenways – Summary and Recommendations

It is the intent of this memorandum to summarize and provide recommendations for completing the Greenway category of the Richland County Transportation Program.

I. Introduction:

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$80,888,356.00 was allotted to the Bike/Pedestrian/Greenway category with \$20,970,779.00 dedicated to Greenways. Projects are being developed to stay within their original referendum amount, unless additional outside funding is secured.

Fifteen greenway projects were included in the referendum, and the PDT prioritized the projects according to Council-directed guidelines. The following chart provides a summation of the projects in order of priority ranking:

Priority Rank	Project Name	Termini Start	Termini End	2012 Referendum Cost
1	Three Rivers Greenway Extension	Lex/Rich County line at I-26	Columbia Canal Walk	\$7,902,242.00
2	Lincoln Tunnel Greenway	Taylor St.	Elmwood Ave.	\$892,739.00
3	Gills Creek Section A	Kilbourne at Lake Katherine	Bluff Rd	\$2,246,160.00
4	Smith/Rocky Branch Section	Downtown	Granby Park	\$901,122.00
5	Gills Creek Section B	Wildcat Creek	Leesburg Rd.	\$2,785,897.00



TRANSPORTATION PROGRAM

Priority Rank	Project Name	Termini Start	Termini End	2012 Referendum Cost
6	Smith/Rocky Branch Section B	Clement Rd.	Colonial Dr.	\$1,415,316.00
7	Smith/Rocky Branch Section A	Three Rivers Greenway	Clement Rd.	\$431,183.00
8	Gills Creek Section C	Trenholm Rd.	Lake Katherine	\$344,667.00
9	Crane Creek Section A	Monticello Rd.	Broad River	\$1,541,816.00
10	Crane Creek Section B	Crane Creek A	Smith/ Rocky Branch	\$460,315.00
11	Columbia Mall Greenway	Trenholm (N of O'Neil Ct)	Trenholm (S of Dent MS)	\$648,456.00
12	Polo/Windsor Lake Connector	Polo Rd.	Windsor Lake	\$385,545.00
13	Woodbury/Old Leesburg Connector	Woodbury Dr.	Old Leesburg Rd.	\$116,217.00
14	Crane Creek Section C	Crane Forest	Crane Forest	\$793,908.00
15	Dutchman Blvd. Connector	Broad River Rd.	Lake Murray Blvd.	\$105,196.00

See Attachment 1 for maps of each greenway.

II. Current Status:

- 1) Three Rivers Greenway Extension - Construction is underway. Project is scheduled for completion in Fall 2018.
- 2) Lincoln Tunnel - Construction is complete.
- 3) Gills Creek Section A - 30% design is complete. The PDT and Richland County are currently negotiating the design fee with the On-call Engineering Team.
- 4) Smith/Rocky Branch Section C - No work to date other than staying abreast of studies.
 - Four studies performed by others to date include the 2010 Master Plan for the "University of South Carolina Vision for a Sustainable Future"; the June 2016 "Rocky Branch Greenway Master Plan" by the City of Columbia; the December 2017 "Capital City Mill District Area and Corridor Plan"; and the January 2018 EPA funded Greening America's Communities/Rocky Branch Greenway.
- 5) Gills Creek Section B - Kings Grant Homeowner's Association (HOA) letter has previously requested the project be removed from the Program.
- 6) Smith/Rocky Branch Section B - No work to date.
- 7) Smith/Rocky Branch Section A - No work to date.

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TRANSPORTATION PROGRAM

- 8) Gills Creek Section C – No work to date. The PDT is planning to provide project overview to Gregg Park Homeowner’s Association (HOA) and the East Richland County Public Service Department (ERCPSD) in May 2018.
- 9) Crane Creek Section A – No work to date.
- 10) Crane Creek Section B – No work to date.
- 11) Columbia Mall Greenway – No work to date.
- 12) Polo/Windsor Lake Connector – No work to date.
- 13) Woodberry/Old Leesburg Connector – No work to date.
- 14) Crane Creek Section C – No work to date.
- 15) Dutchman Blvd. Connector - No work to date.

III. Maintenance

To date the Greenway category has been developed such that any Greenway located within the City of Columbia will ultimately be the maintenance and security responsibility of the City. Previous Maintenance Agreements have been completed between Richland County and the City of Columbia for the following:

- Three Rivers Greenway Extension
- Lincoln Tunnel
- Gills Creek Section A

The following additional greenways are located within the City of Columbia and will be developed under the premise that the City will provide maintenance and security once the construction of each project is complete:

- Smith/Rocky Branch Section C
- Gills Creek Section B
- Smith/Rocky Branch Section B
- Woodbury/Old Leesburg Connector
- Dutchman Blvd. Connector

The following greenways are located outside of the City of Columbia and will be developed under the premise that Richland County will provide maintenance and security once the construction of each project is complete:

- Smith/Rocky Branch Section A
- Gills Creek North Section C
- Crane Creek Section A
- Crane Creek Section B
- Columbia Mall Greenway
- Polo/Windsor Lake Connector
- Crane Creek Section C



TRANSPORTATION PROGRAM

However due to the fact that approximately 75% of Gills Creek North Section C and 35% of Columbia Mall Greenway are located within the City of Forest Acres, it is recommended that coordination be made with the City of Forest Acres to determine the opportunity to have maintenance and security provided by the City of Forest Acres.

IV. Recommended Path Forward

- Three Rivers Greenway Extension – No action as construction is underway.
- Lincoln Tunnel – No action as construction is complete.
- Gills Creek Section A - Continue negotiating design fee to complete the project from 30% to 100% design.
- Gills Creek Section B – Transfer funding (\$2,785,897.00) to Gills Creek Section A as result of the Kings Grant HOA letter requesting project be removed from Program as well as the strong community support for Gills Creek Section A.
- Gills Creek Section C – Move forward with coordination and design.
- Smith/Rocky Branch Sections A, B and C – Combine the Concept Study phase (30% design) for all 3 sections utilizing one On-Call Engineering Team in an effort to combine the field studies, coordination, and conduct one combined public meeting to minimize the overall study time and cost. Upon completion and the results of the Concept Study, proceed as appropriate with the final design of each individual section according to the original prioritization.
- Crane Creek Sections A, B and C - Combine the Concept Study phase (30% design) for all 3 sections utilizing one On-Call Engineering Team in an effort to combine the field studies, coordination, and conduct one combined public meeting to minimize the overall study time and cost. Upon completion and the results of the Concept Study, proceed as appropriate with the final design of each individual section according to the original prioritization.
- Columbia Mall Greenway – Due to the proximity of this project to the Decker/Woodfield Neighborhood Improvement, it is recommended that a contract modification be developed with the current On-Call Engineering Team designing the Decker/Woodfield Neighborhood Improvement project to include this greenway.
- Polo/Windsor Lake Connector, Woodberry/Old Leesburg Connector, and Dutchman Blvd. Connector – Combine the Concept Study phase (30% design) for all 3 sections utilizing one On-Call Engineering Team in an effort to combine the field studies, coordination, and conduct one combined public meeting to minimize the overall study time and cost. Upon completion and the results of the Concept Study, proceed as appropriate with the final design of each individual section according to the original prioritization.

Page 4 of 4

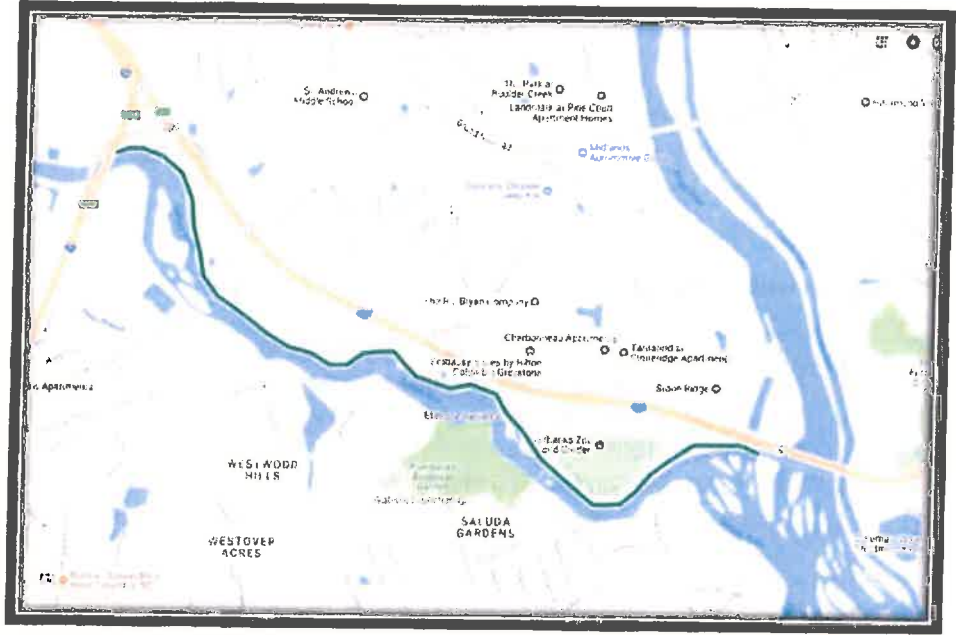
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1 - Three Rivers Greenway Extension

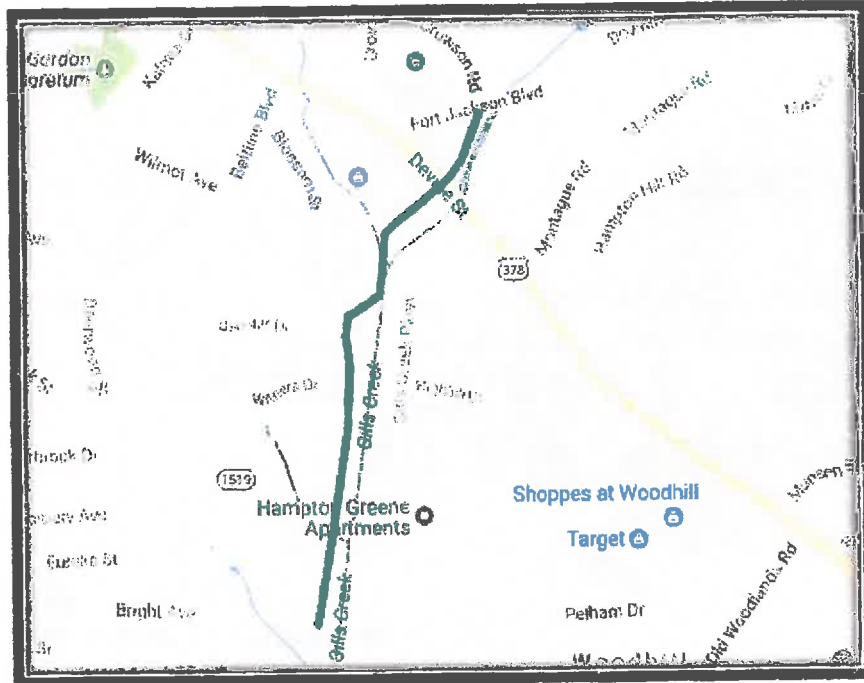


2 - Lincoln Tunnel Greenway





3 - Gills Creek Section A Greenway

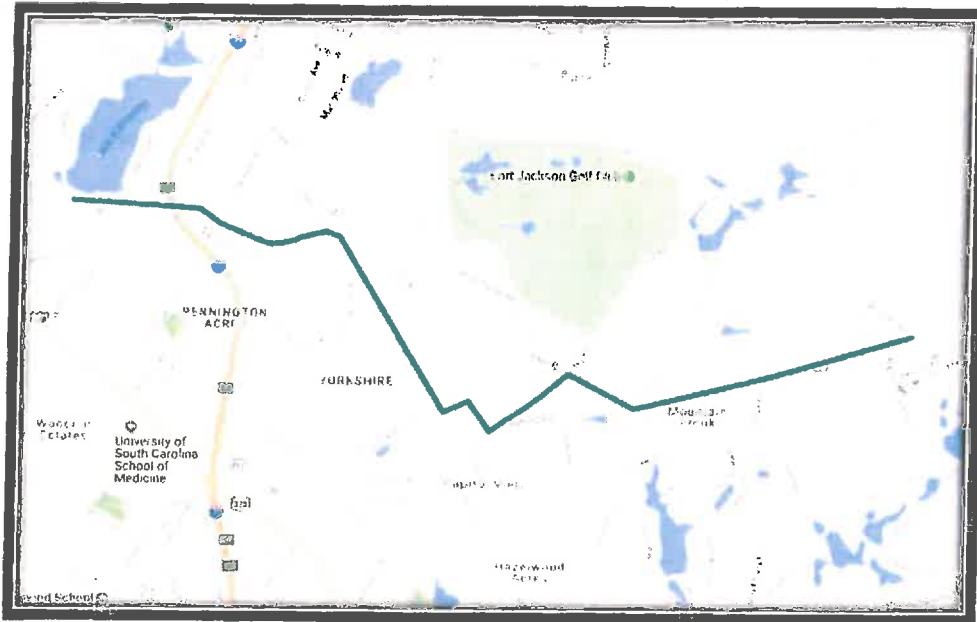


4 - Smith/Rocky Branch Section C Greenway

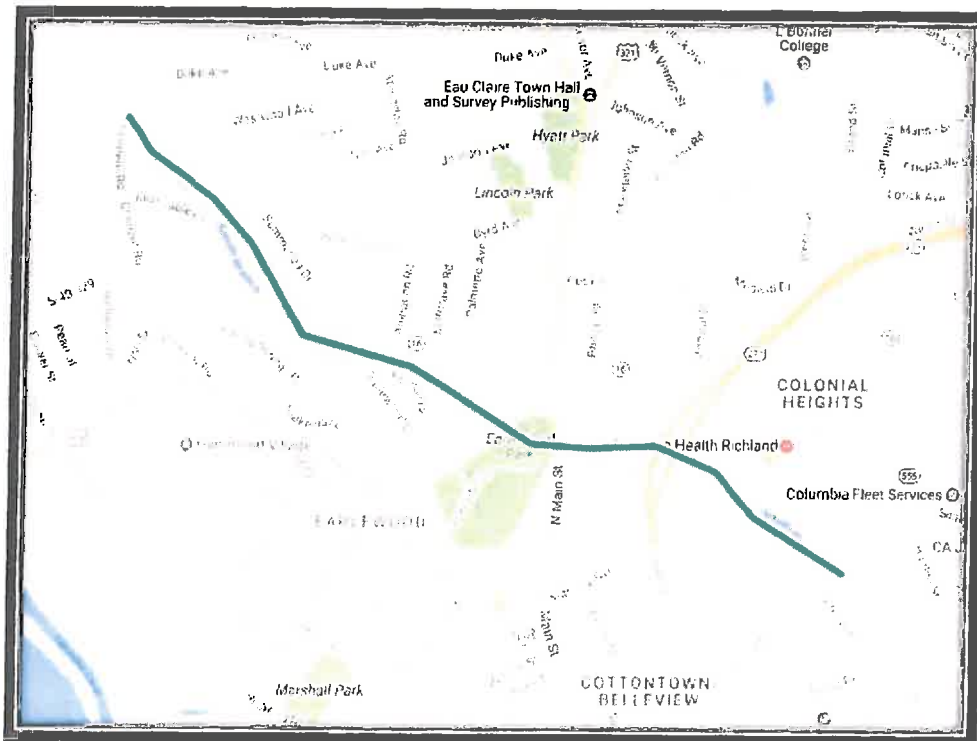




5 - Gills Creek Section B Greenway

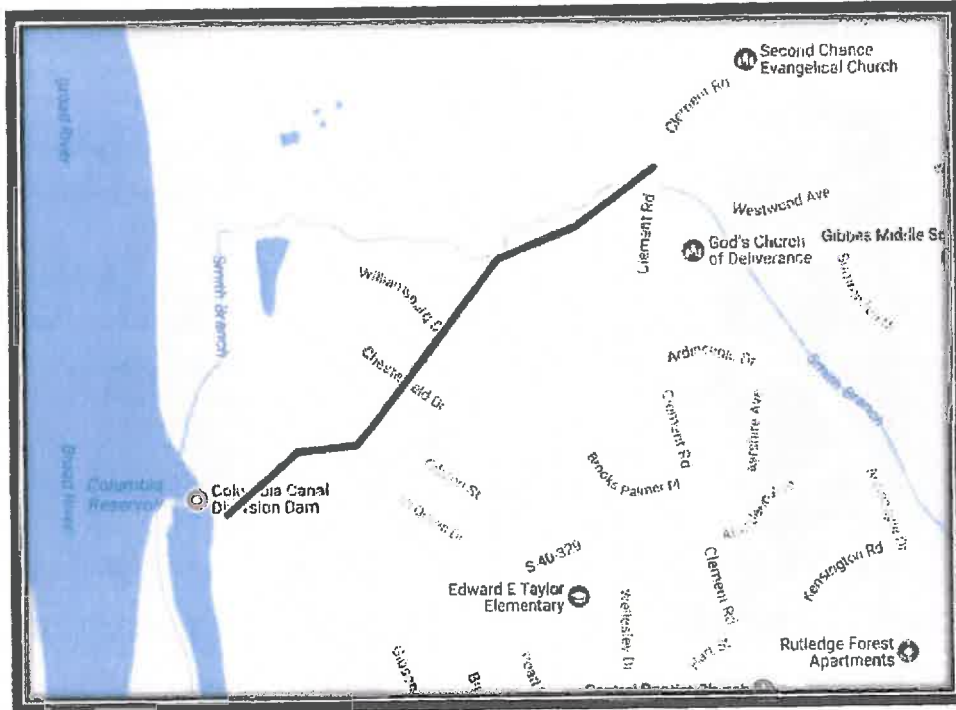


6 - Smith/Rocky Branch Section B Greenway

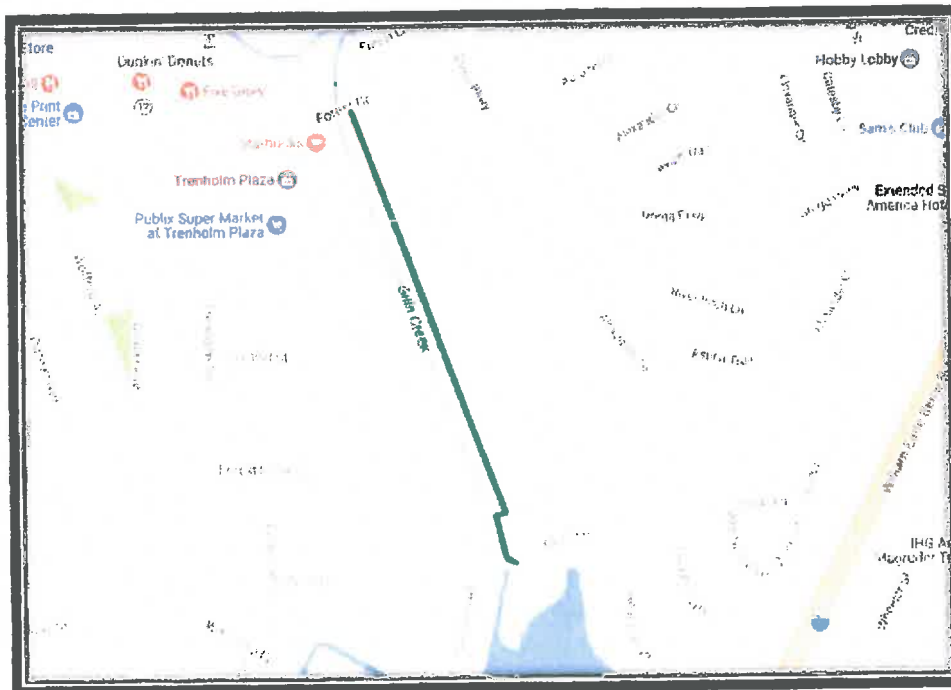




7 - Smith/Rocky Branch Section A Greenway

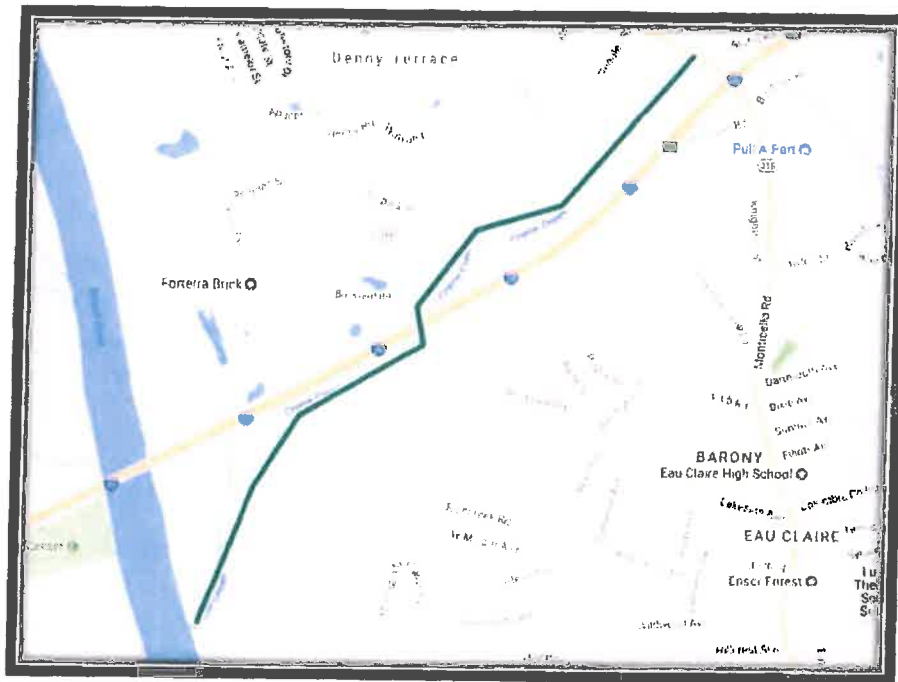


8 - Gills Creek North Section C Greenway

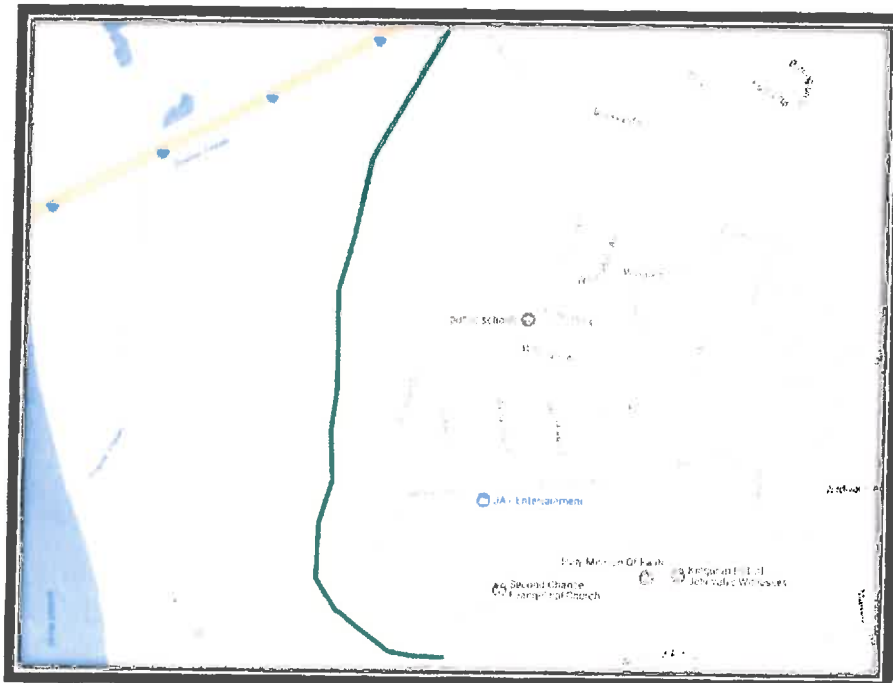




9 - Crane Creek Section A Greenway

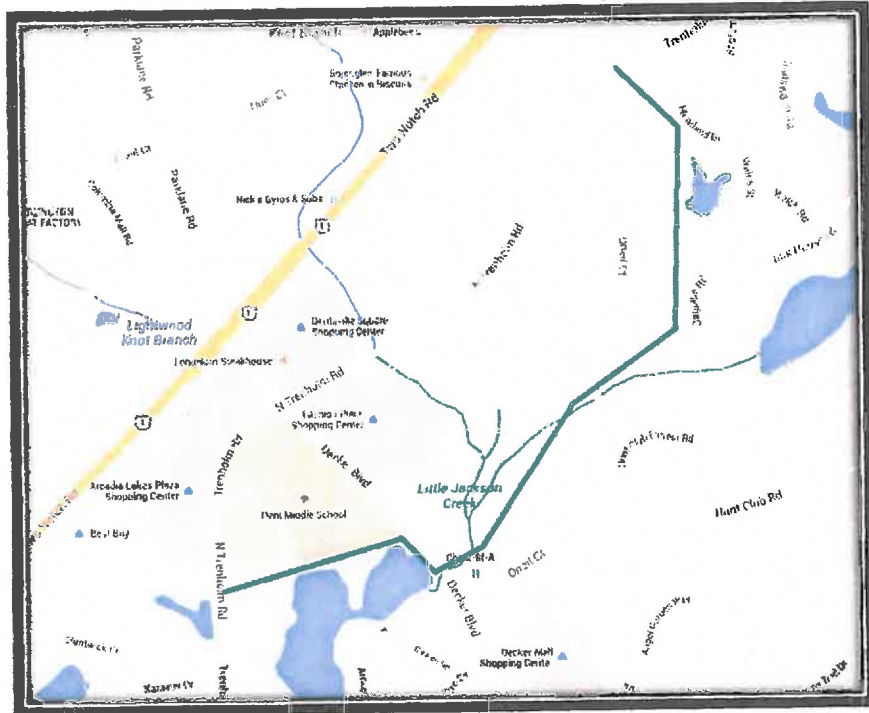


10 - Crane Creek Section B Greenway

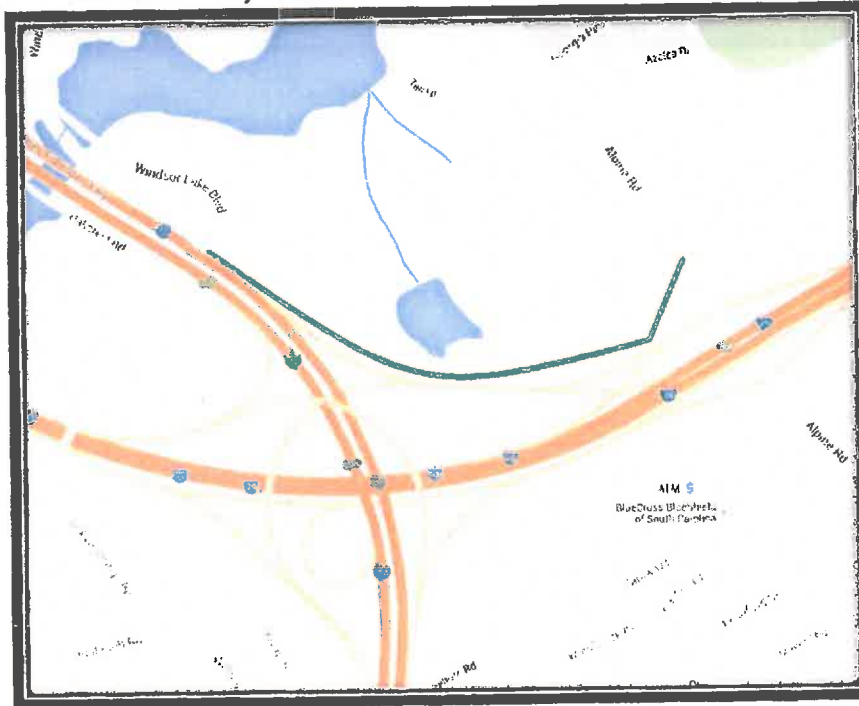




11 - Columbia Mall Greenway

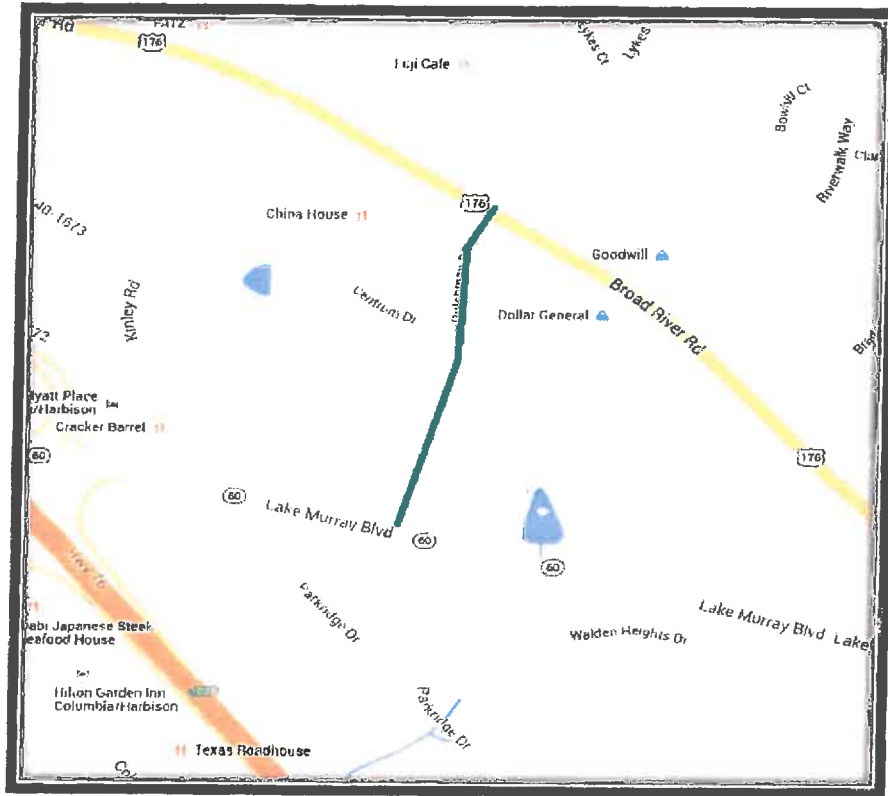


12 - Polo Rd/Windsor Lake Connector Greenway



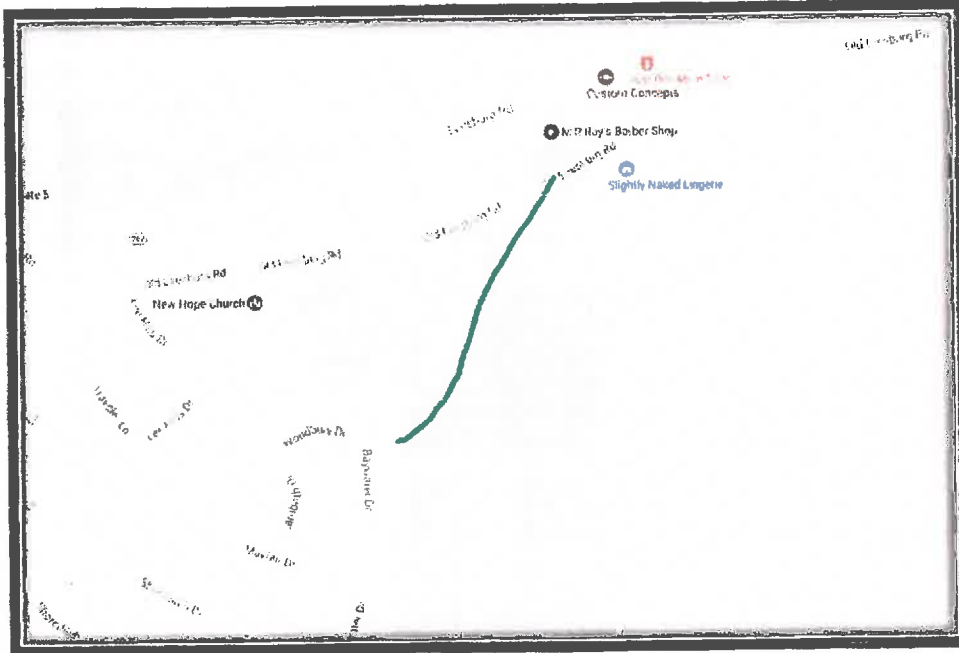


15 - Dutchman Blvd Connector Greenway

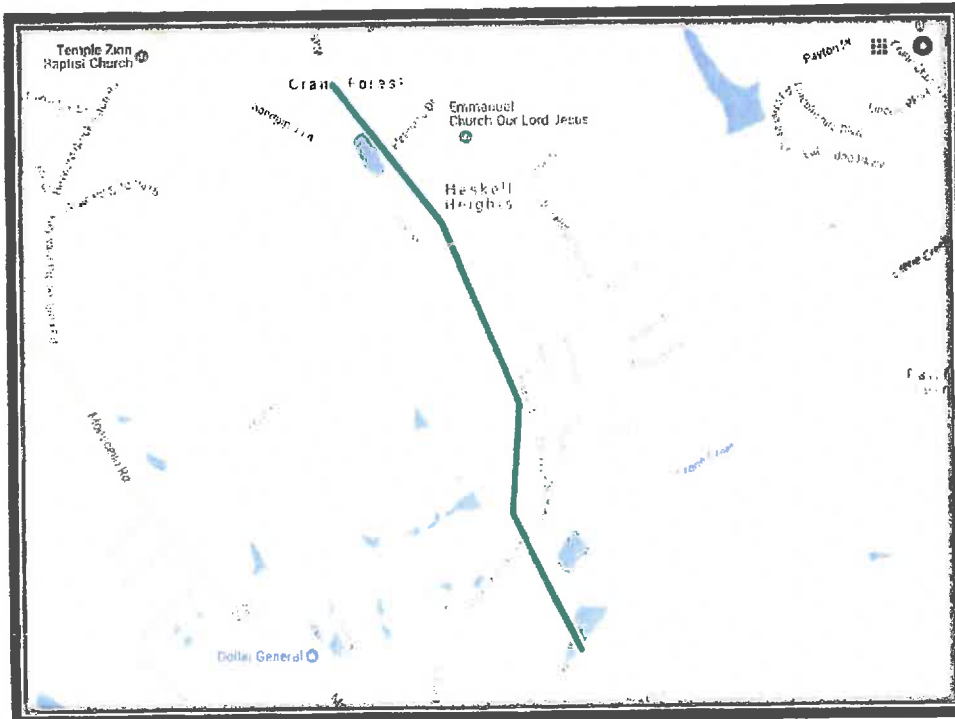




13 - Woodbury/Old Leesburg Connector Greenway



14 - Crane Creek Greenway Section C Greenway



Gills Creek B Reallocation of Funds to Gills Creek A Considerations

It is recommended that the funds for Gills Creek B be reallocated to Gills Creek A for the following reasons:

- A large percentage of Section B is proposed to be located along Kings Grant subdivision as well as Fort Jackson. Attached is a letter from the Kings Grant Homeowners Association stating their opposition to the project. Additionally it is very likely that the coordination with Fort Jackson would take years with no guarantee of approval from the federal government.
- Between 8 and 15 residents of Kings Grant attended the 2 public meetings for Section A to state their opposition to Section B
- With the removal of Section A along Burwell Lane, there would be no direct connection from Section A to Section B
- The referendum amount identified for Section A (\$2,246,160) is estimated to only construct that section from Ft. Jackson Blvd. to near Mikell Avenue. By moving the funds, it is likely that Section A could be further extended from Mikell Avenue to near South Beltline Blvd.
- There was a large amount of support from the public for constructing Section A along the west side of Gills Creek to near the railroad trestle at South Beltline Blvd.
- Coordination with any improvements along Timberlane Drive as a result of the October 2015 flooding could be implemented
- Following the current rankings of the Greenway category,
 1. 3 Rivers Greenway is under construction
 2. Lincoln Tunnel is complete
 3. Gills Creek A is currently in design
 4. Smith/Rocky Branch section A is currently being recommended to begin design
 5. Gills Creek B is programmed for design to begin in 2018

Remaining Greenways would be developed in order of prioritization.



A DIVISION OF WOLFE & TAYLOR, INC.

November 16, 2016

Mr. Rob Perry, PE
Richland County Director of Transportation
2020 Hampton Street
Columbia, SC 29201

RE: Gills Creek B Greenway (Wildcat Creek to Leesburg Road)

Dear Mr. Perry,

The King's Grant Home Owners Association (KGHOA) represents 414 homes consisting of approximately 1800 Richland County residents. Many of the residents of King's Grant and board members attended the open house at Brennen Elementary School on February 11, 2016 where maps depicting locations and typical sections of the proposed greenways were on display. After much discussion, the KGHOA Board voted in favor of opposing the proposed Gills Creek B Greenway (Wildcat Creek to Leesburg Road) project. As such, please accept this letter as the neighborhood's official opposition to the project. Two major concerns include the following:

- 1) The King's Grant neighborhood was developed with a very distinct feature of security which includes borders with Fort Jackson and Interstate 77. If the border with Fort Jackson is breached via the public greenway, neighborhood security will be compromised.
- 2) The Palmetto Trail is already in place inside Fort Jackson along Semmes Road and connects Gills Creek at Kilbourne Road with Jackson Boulevard and Leesburg Road. We recognize that this trail is located on Fort Jackson property and may have some restrictions for use. However, if the Gills Creek B Greenway is developed it will become by default a leg of the Palmetto Trail by virtue of being a more direct route. This scenario would allow even more traffic by use of the trail by hikers and campers from other counties and out-of-state leading to more security concerns.

Property Management and Real Estate Sales
1216 PICKENS STREET ♦ COLUMBIA, SC 29201 ♦ OFFICE (803) 771-4567 ♦ FAX (803) 254-3900
www.ppicolumbia.com

November 16, 2016
Page 2

The above concerns coupled with many others relating to maintenance of the greenway, trash, and parking to access the trail support our opposition to the project. Accordingly, we respectfully request that the Gills Creek B Greenway (Wildcat Creek to Leesburg Road) project be removed from further studies, design or funding.

Sincerely,



Aylan Brown, President
King's Grant Home Owners Association Board of Directors

cc: Mr. David Beaty, PD
✓ Program Manager

Mr. Gearald Seals
Richland County Administrator

May 11, 2018

Via Email Only (sm6480@att.com)

Mr. Stephen Martin, PMP
Manager, OSP Planning & Engineering Design
SE Construction & Engineering
AT&T
1600 Williams Street
Columbia, SC 29201

RE: Utility Agreement Between Richland County and AT&T/Bellsouth DBA AT&T for Project
#271 on Atlas Road (S-50)

Dear Mr. Martin:

Richland County is aware that AT&T will require service and equipment relocations due to the Atlas Road Widening project. Therefore, Richland County accepts and approves the attached Utility Agreement, including associated actual costs.

Should you have any questions, please contact Dr. John M. Thompson, director of Richland County Transportation Penny at thompson.john@richlandcountysc.gov or 803-766-5003.

Best,

Richland County Representative

UTILITY AGREEMENT

Richland County Project No. # 271

Route (or Road No.) Atlas Rd (S-50)

This Agreement made this 1st day of May, 2018, by and between Richland County, hereinafter called "County" and the AT&T/Bellsouth DBA AT&T hereinafter called "Company".

W I T N E S S E T H:

1. The Program Development Team, hereinafter called "County Agent", will act on behalf of the County as the County's agent in managing and administering this agreement.
2. It is mutually agreed by and between the parties hereto that the Company shall perform or cause to be performed, the following work to its utility property facilities as shown on the attached plans and estimate:
General description: To relocate all AT&T Copper and Fiber Cables, all Digital and Analog Equipment, Cabinets, Hardware, Enclosures, and Closures located on an AT&T private easement located at 1051 Atlas Rd (S-50), Columbia, SC at project station number STA 226+60.00.
3. The Company hereby agrees to relocate its utility facilities in conflict with highway construction in accordance with the provisions set forth in the Federal Highway Administration's FAPG 23 CFR 645A; and also in accordance with Richland County's Utility Coordination Manual in the estimated amount of \$125,000.00

Richland County Share \$125,000 Utility Share \$0.00

(a) The Company (does, does not) have the right of occupancy in its existing location by reason of holding the fee, as easement or other real property interest, the damaging or taking of which is compensable in eminent domain. Upon completion of the relocation and submittal of the final invoice as detailed in Number 10, the Company must provide documentation that the portion of the utility easement acquired by the County on behalf of the County as part of the new right of way acquisition for the construction project has been relinquished. The Company must also supply an affidavit stating all legal documents were filed at the County courthouse where the easement is filed. If the Company does not have the right of occupancy in its existing location by reason of holding the fee, an easement or other real property interest, (Explain) _____

Easement for this project is filed in Richland County, Columbia, South Carolina

- (b) This section of line (for purposes of establishing right-of-way priorities only) has been in service for approximately 12 years or more.
- (c) Such work as is necessary to relocate, alter or maintain the facility will be done in such a manner that it will not in any way interfere with or endanger the safety of the general public in their use of the roads as a highway. Traffic control and signing will be coordinated with the County's contractor and will be in accordance with "The South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways" (SCMUTCD).
4. The Company shall begin said work promptly upon notification in writing by the County or County Agent and dispatch to its completion as promptly as is practicable. The Company shall provide advance notice to the County or County Agent of the date on which work is expected to begin.
5. The Company will perform the work provided for in this agreement by the method checked below, in accordance with the provisions of Sec.645.115 of FAPG 23 CFR 645A:

- BY COMPANY'S REGULAR FORCES
- BY CONTRACT: (State one of recognized reasons for necessity of performing work in this manner)

The Company, therefore, subject to prior approval, proposes to contract a portion of or all of the work covered by this agreement. The items of work to be accomplished by contract are noted in the estimate. Where the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of those contractors so circularized shall be noted on the estimate or furnished to the County or County Agent in advance of the Company's solicitation of bids.

- BY EXISTING CONTINUING CONTRACT: Subject to prior approval and inspection by the County or County Agent and the prior approval of the contract method by the Federal Highway Administration, the Company proposes to use an existing continuing contract under which it is demonstrated that such work is regularly performed for the Company under such contracts at reasonable costs. The provisions relating to contracts under this paragraph also apply to Contract Engineering.

6. The County will reimburse the utility company for costs incurred in accordance with the agreement as shown and on accurate records supporting all expenditures incurred on account of said work. The method of developing the relocation costs shall be one of the following alternatives.
 - (a) Actual and related direct costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
 - (b) Unit costs, such as broad gauge units of property, as used in own operations. (This method must have prior approval.)
 - (c) Lump Sum
The County may not pay for any item of work not provided for in the plan or in the cost estimate except as modified by the County Engineer or County Agent followed by written notification to the County.
7. All work performed by the Company pursuant hereto, shall be performed according to the plans and estimates approved by the County or County Agent.
8. Attached hereto, and by reference made a part hereof, is one copy of plans and estimates of the work to be performed by the Company showing the existing facilities, permanent changes to be made therein, and the stages by which these changes are to be accomplished.
9. Credits for accrued depreciation (expired service life) and/or betterment of the facility have been allowed as outlined in Sec.645.117(h) of FAPG 23 CFR 645A.
10. Periodic progress billings of incurred costs may be made by the Company to the County through the County Agent not to exceed monthly intervals and amounting to at least \$2500.00; however, total progress billing payments shall not exceed the approved nonbetterment estimated amount.

Upon completion of the work and no later than six months thereafter, the Company shall, at the earliest date practicable, furnish the County or County Agent with five (5) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate. The totals for labor, overhead construction cost, travel expense, transportation, equipment, material and supplies, handling cost and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. The utility

company shall provide the documents related to relinquishing their rights to the easement acquired by the County or County Agent. Items of materials shall be itemized where they represent major components.

Credit shall be given for usable materials recovered from permanent or temporary installations. The final billing shall show the description and site of the project, the Federal Aid Project Number, the date on which the first work was performed; or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred, the completion date and the location where the records and accounts billed can be audited. The Company shall make adequate reference in the billing to its records, accounts and other documents. Contractors and any subcontractors are to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract for inspection by the County, County Agent, Federal Highway Administration or any authorized representatives of the Federal Government and copies thereof shall be furnished if requested.

Final billings of incurred costs submitted by the Company shall carry a statement certifying that all items claimed have been reviewed and are in conformity with the provisions of the agreement; that credits have been given for all salvaged materials as required, and that all contractor's bills incurred have been paid in full. This statement shall be signed by an authorized representative of the Company.

In the event a final and complete billing has not been received by the County or County Agent prior to six months following the completion of work and the Company has not, during that period, demonstrated to the County's or County Agent's satisfaction a hardship in completing that billing, the County may, in its sole discretion, consider the last payment made to be the final payment due under this Agreement. If the utility company is aware they will be unable to provide close-out and final invoicing within the six month period following completion, they may provide a letter requesting additional time to the County for consideration.

11. The County, County Agent, and the Federal Highway Administration shall have the right to inspect recovered materials from the permanent facility prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving notice to the County of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. The County, County Agent, and the Federal Highway Administration shall have the right to inspect all recovered materials, which are not reusable by the Company, for temporary use. The Company shall furnish a listing on final billings of major items not eligible for salvage credit, and reasons therefor.
12. The Company will abide by the contract cost principles as set forth in FAPG 23 CFR 645A.
13. The Company will not participate directly or indirectly in any practice which subjects persons to discrimination because of their race, color, religion, sex or national origin.

Project # _____ Agreement # _____

INSTRUCTIONS: Submit two original copies of the agreement form and six prints of drawings (or one reproducible print) showing present location and proposed location of poles or lines with reference to highway survey stations and centerline.

COMPANY: AT&T/Bellsouth DBA AT&T
ADDRESS 1600 Williams St
Columbia, SC 29201

BY: Andrew Washington
TITLE: Area Manager, C&E

Signature: Andrew N. Washington

RICHLAND COUNTY

BY: _____



8416-1-SC
(12-95)

210-90093
Serial # 024296
SC079PVT024296
Sum Hwy
3/03 A
900TD

Preparer's name and address:
Return document to the
BellSouth address on back)
Touchstone, Inc.
PO Box 465
Columbia, SC 29202

Book 00425-2775
2000052711 07/13/2000 13 52 45 96
Fee: \$10.00 County Tax: \$0.00 State Tax: \$0.00
Easement
Richland County ROD
2000052711 John G. Norris

EASEMENT

For and in consideration of Two thousand dollars (\$2000.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to **BELLSOUTH TELECOMMUNICATIONS, INC.**, a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate maintain, add, and/or remove such systems of communications, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book 398, page 743, Richland County, South Carolina Records, and, to the fullest extent the grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said easement is more particularly described as follows:

that tract or parcel of land lying in Richland County, State of South Carolina, consisting of a (strip) (parcel) of land 30 feet by 40 feet in width as shown on the attached Exhibit "A" attached here to and by this reference made a part hereof.

The following rights are also granted: the exclusive right to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said easement for communications or electric power transmission or distribution; ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements.

To have and to hold the above granted easement unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

In witness whereof, the undersigned has/have caused this instrument to be executed on the 28th day of June, 2000.

Signed, sealed, and delivered in the presence of:

Rhonda Grizzard
Witness
Doris Day
Witness

Whispering Pines, L.P.
Name of Corporation
By: J.B. Standa
Title General Partner
Attest: Joyce A. Dell

State of South Carolina Georgia

County of Bibb
Personally appeared before me Rhonda Grizzard, affiant, and made oath that he/she saw the within named Whispering Pines, L.P. by Sherrill Butler T.R. Standa its General Partner and Joyce A. Dell its Secy/Treas signed the within grant of easement and the said corporation, by said officers, seal said grant and deliver the same as its act and deed, the uses and purposes therein mentioned and that he/she, with Doris Day witnessed the execution thereof.

Rhonda Grizzard
Signature of Affiant

Sworn to and subscribed before me this 28th day of June, 2000.

Caroline M Woodard
Notary Public

My Commission Expires:

03/21/04

Grantor's Address:

Grantee's Address:

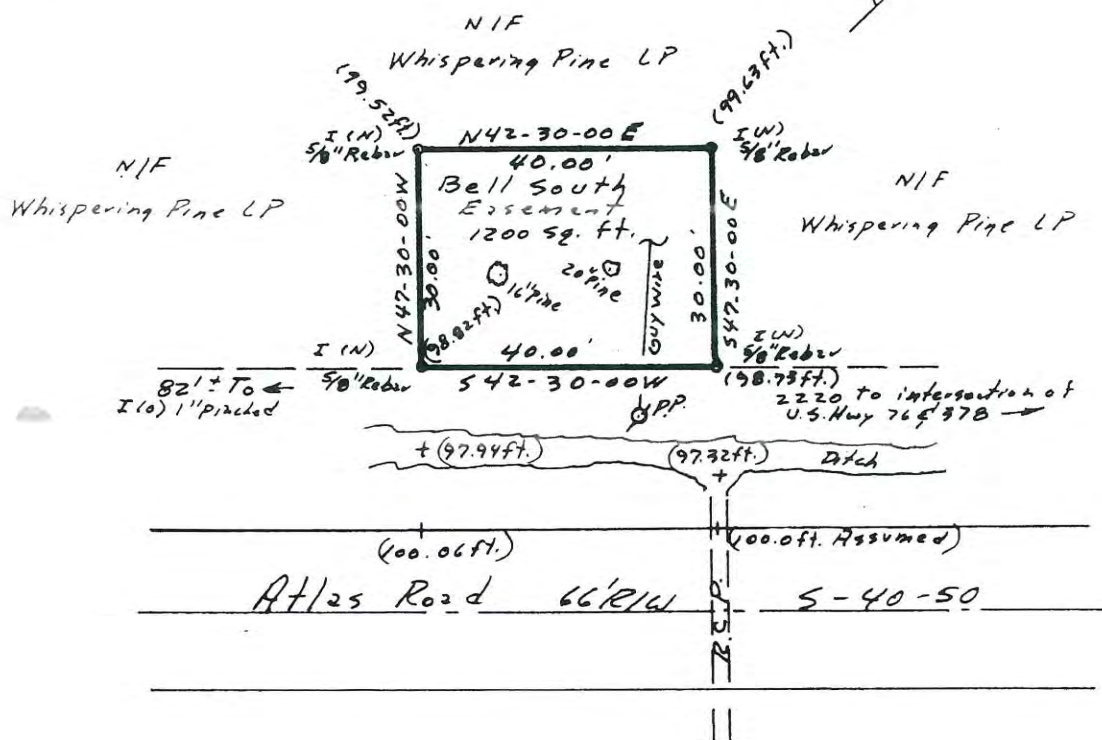
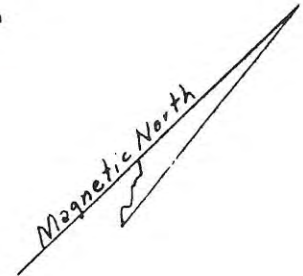
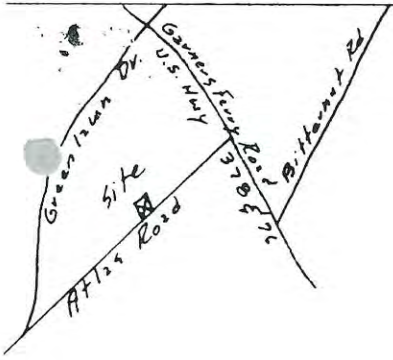
BellSouth Telecommunications, Inc.
C/O Johnson & Associates
PO Box 465
Columbia, SC 29202

TO BE COMPLETED BY BELL SOUTH TELECOMMUNICATIONS, INC.

Is	FRC	Wire Center/NOX	Authority
Drawing	Area Number	Plat Number	RWID
Approval			Title

210-90093
Sum. Hwy
~~2102A~~ 3301A
600 D

Exhibit "A"



Plat Prepared for:

Bell South Telecommunications, Inc.

Richland County
Scale: 1" = 20'

near Columbia, S.C.
April 10, 2000

Prepared at the Request of
P.O. Box 465 - Touchstone, Inc. - Columbia, S.C. 29202
Surveyed by Michael T. Arant & Associates, Inc.
1538 Aralia Drive - Columbia, S.C. 29205 - (803) 782-1987

The same being a portion of 10.33 Acres on Map for Marion Bennis by Wilbur Smith and Associates, dated June 1, 1976 and recorded in Plat Book "X" at page 5883. Portion of tax parcel # 16311-01-01.

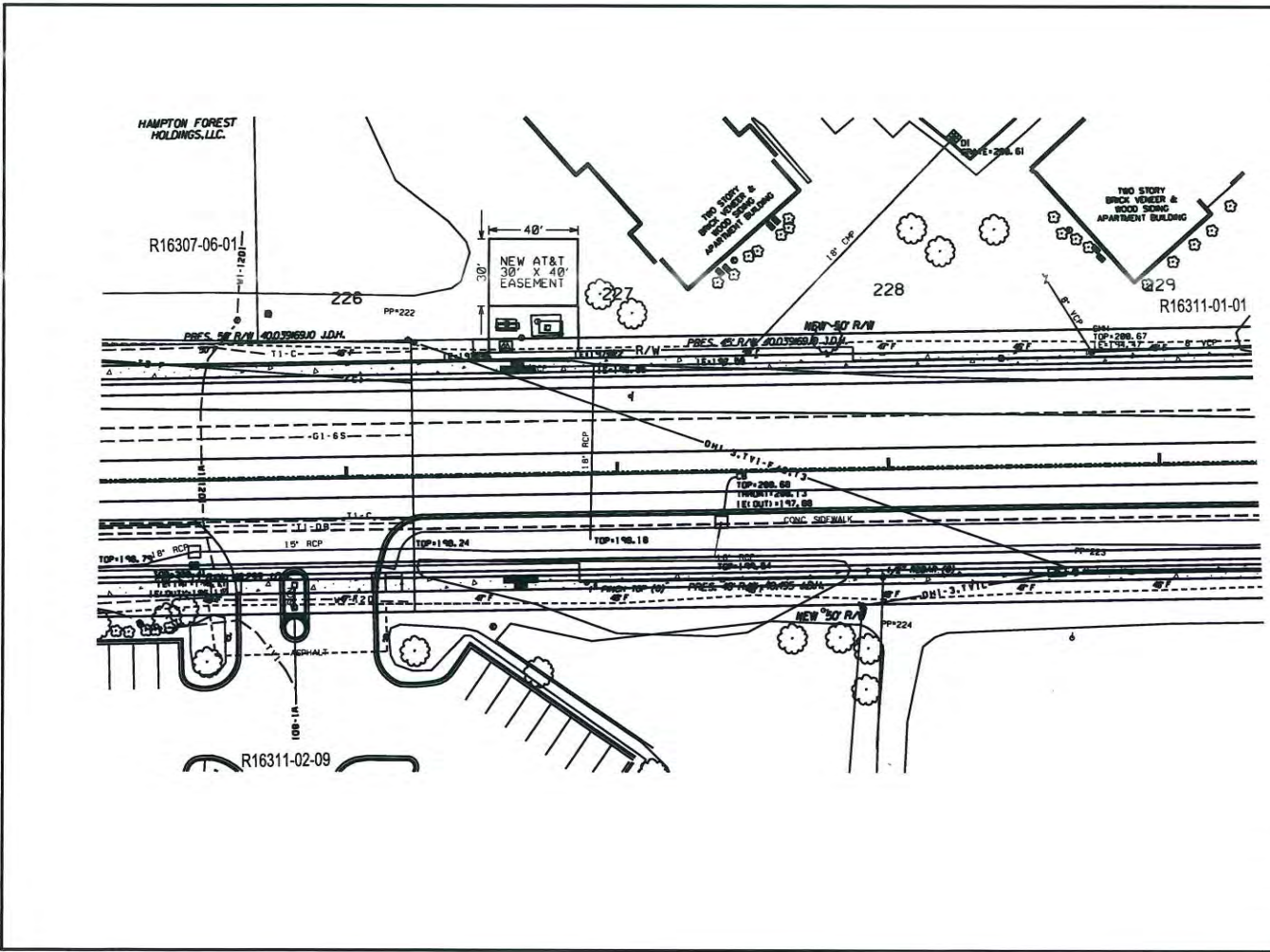
I hereby state that to the best of my knowledge, information, and belief the survey shown herein was made in accordance with the requirements of the Minimum Standards Manual for the Practice of Land Surveying in South Carolina and meets the requirements for a Class "C" Survey as specified therein.

I hereby state that the above essement is not located in the 100 year flood zone as shown on flood map # 45079C0179 G with effective date Jan. 19, 1994.



Michael T. Arant
R.P.L.S. # 4547

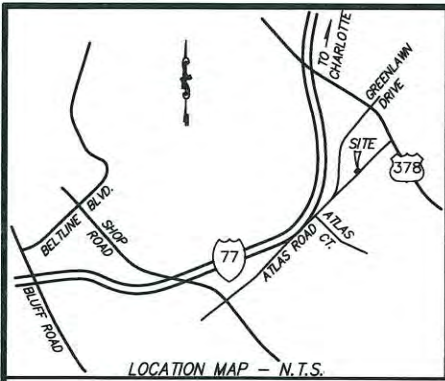




ATTSE	
Construction Work Drawing	
PROPRIETARY INFORMATION <small>Not for disclosure outside the ATTSE family of companies except under written agreement.</small>	
State: SOUTH CAROLINA District: SOUTH CAROLINA (MD) Exchange: Wire Ctr CLMASCN	
AA/Taper: 0 Tax District: 40024 RZ/CZ: Serv Unit Type: NONE	
Designer: Martin, Steve Phone: 803-401-2121	
Records Ref:	
Job Description: GOVT-BUY AMERICA FHR Project: Atlas Rd S-50 RT Site Move for SCD	
Job Number / CFAS Project Number: 79D250068 / A00HKTH	
DWG 1 OF 3	

EXHIBIT "A"

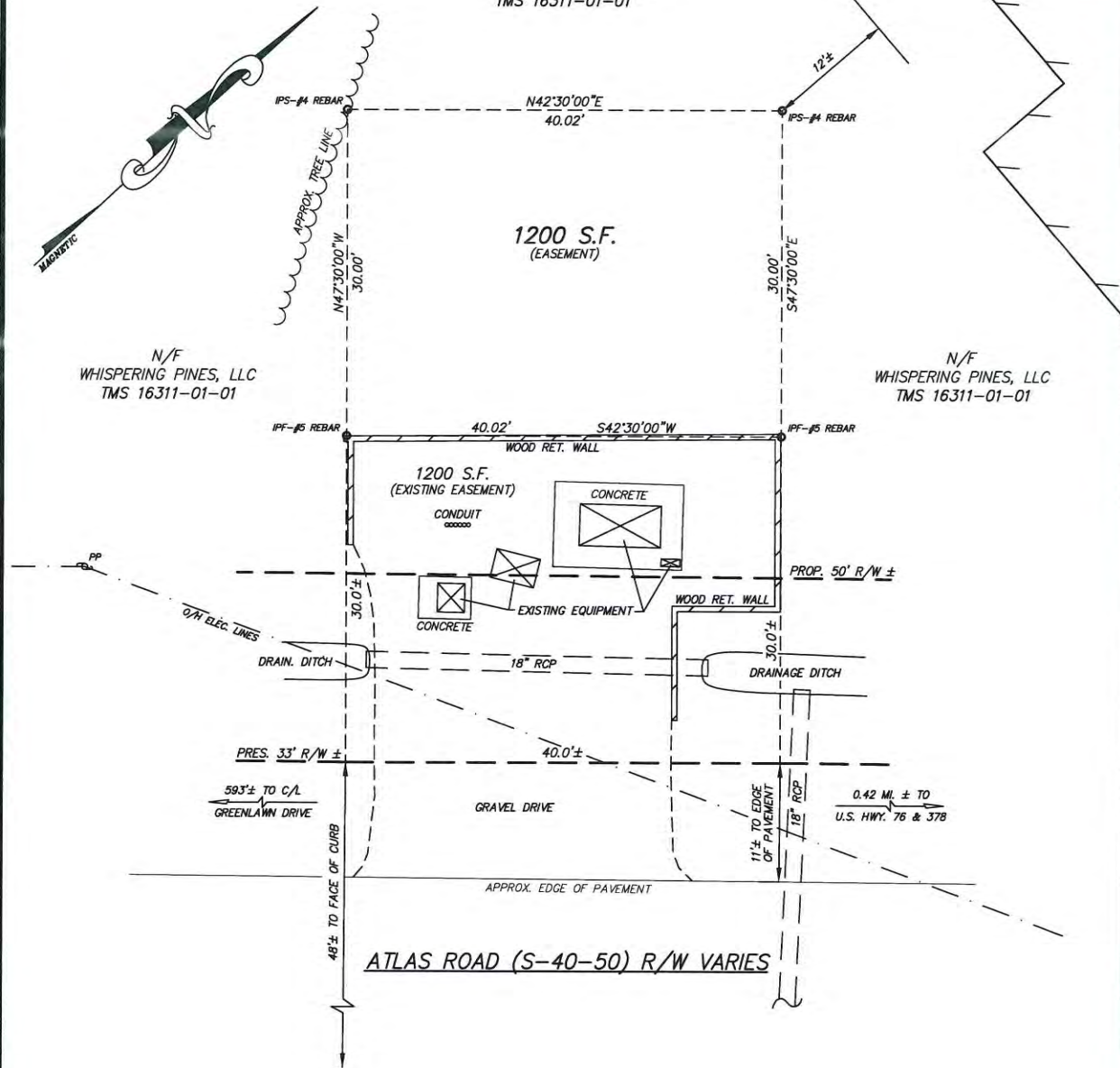
IPF = IRON PIN FOUND
IPS = IRON PIN SET #4 REBAR
TMS = TAX MAP SHEET
R/W = RIGHT OF WAY
N/F = NOW OR FORMERLY



N/F
WHISPERING PINES, LLC
TMS 16311-01-01

N/F
WHISPERING PINES, LLC
TMS 16311-01-01

N/F
WHISPERING PINES, LLC
TMS 16311-01-01



EASEMENT PLAT PREPARED FOR
AT&T

IN RICHLAND COUNTY, COLUMBIA, S.C.

PM TOOL #1935420

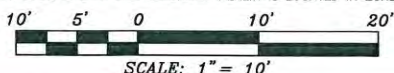
REFERENCE: PLAT PREPARED FOR "BELLSOUTH TELECOMMUNICATIONS, INC." BY MICHAEL T. ARANT & ASSOCIATES, INC., DATED APRIL 10, 2000.

TAX MAP NUMBER: 16311-01-01 (PORTION)

SURVEY DATE: JULY 7, 2016

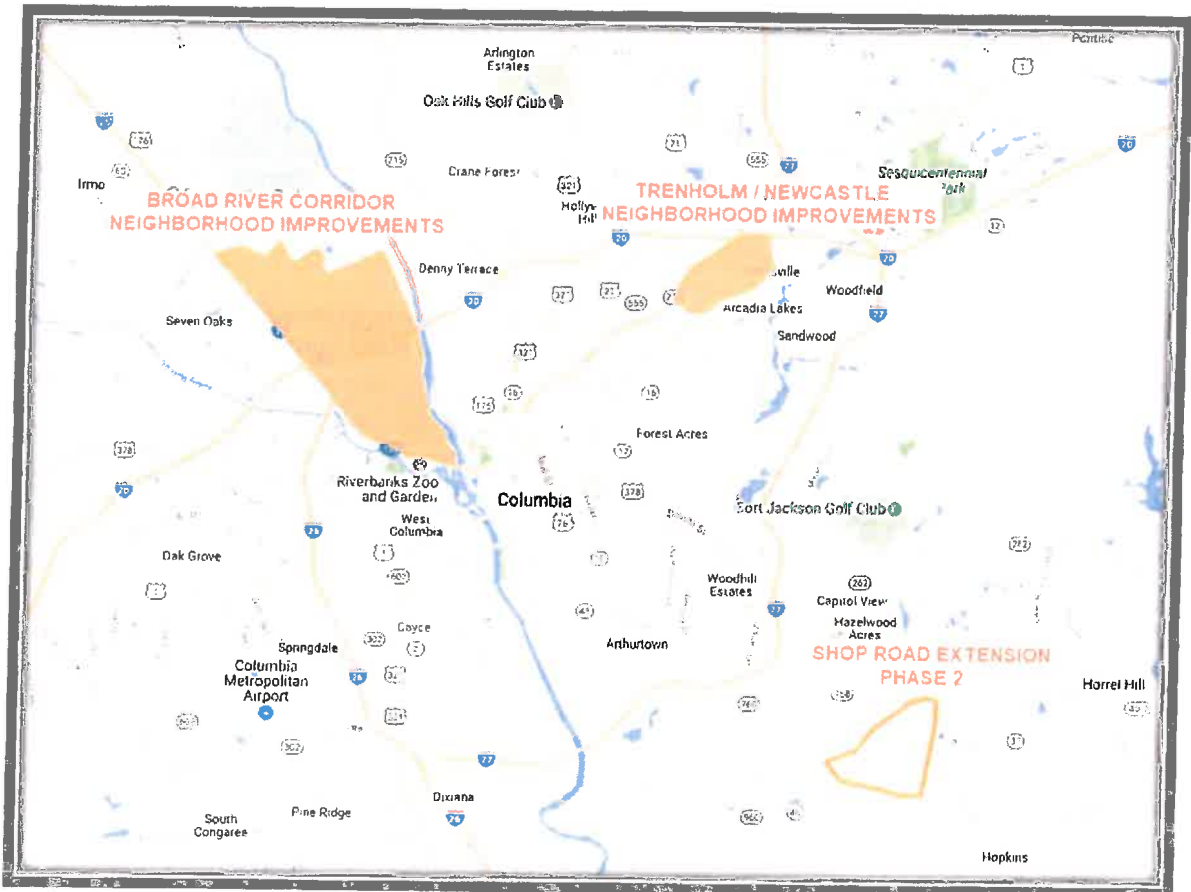
I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN.

ACCORDING TO FEMA/FIRM PANEL #45079C0379 K DATED SEPT. 29, 2010, THE LAND SHOWN AND DESCRIBED HEREIN IS LOCATED IN ZONE X.



WILLIAM D. FOY, SR., SCPLS NO. 16809
800 SEMINOLE DR. W. COLA., S.C. 29169
TELE (803)796-4080 WFOY2@SC.RR.COM

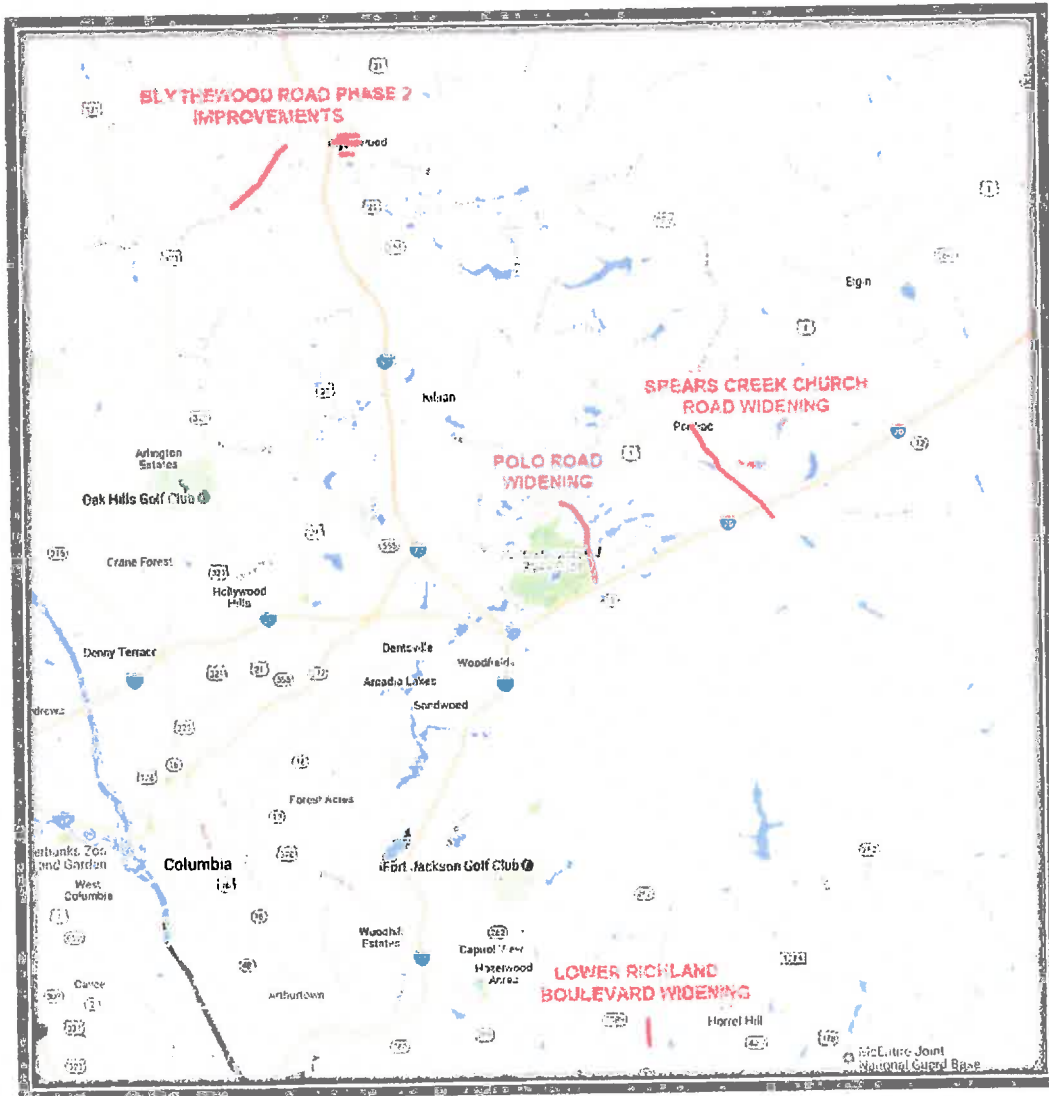
"SPECIAL" PROJECTS



1. Shop Road Extension Phase 2
2. Trenholm / Newcastle Neighborhood Improvements
3. Broad River Corridor Neighborhood Improvements

05/10/2018

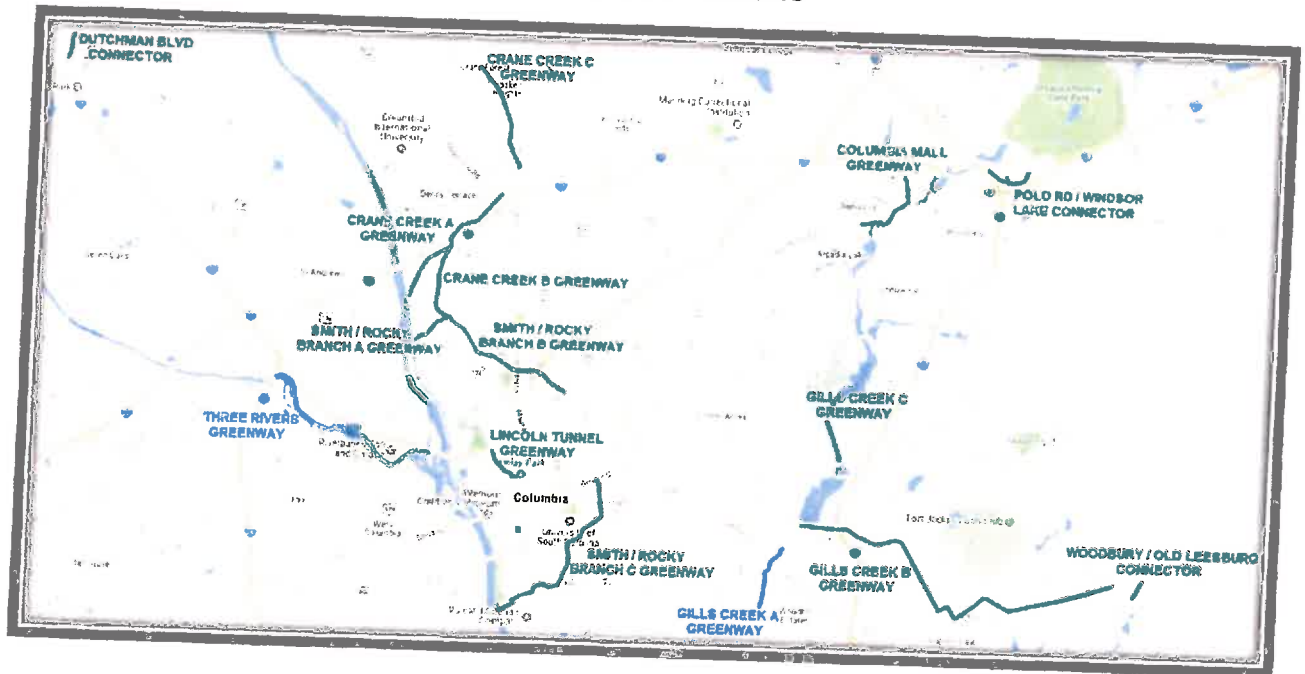
WIDENING PROJECTS



1. Spears Creek Church Road Widening
2. Lower Richland Boulevard Widening
3. Polo Road Widening
4. Blythewood Road Phase 2 Improvements

05/10/2018

GREENWAY PROJECTS



1. Three Rivers Greenway (in construction)
2. Lincoln Tunnel Greenway (complete)
3. Gills Creek A Greenway (in design)
4. Smith/Rocky Branch C Greenway
5. Gills Creek B Greenway
6. Smith/Rocky Branch B Greenway
7. Smith/Rocky Branch A Greenway
8. Gills Creek C Greenway
9. Crane Creek A Greenway
10. Crane Creek B Greenway
11. Columbia Mall Greenway
12. Polo Rd/Windsor Lake Connector
13. Woodbury/Old Leesburg Connector
14. Crane Creek C Greenway
15. Dutchman Blvd Connector

05/10/2018



TRANSPORTATION
PROGRAM

Richland County Transportation Program

Road Diet Concept Report

Calhoun Street (Wayne St to Harden St)



May 2018

1

49

138 of 201

I. Executive Summary

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$300,991,000 is dedicated to Transit with the remaining \$769,009,000 dedicated to the categories of Administration, Bike/Ped/Greenway, and Roadway. Of the \$80,883,356 designated for Bike/Ped/Greenway, \$22,008,775 was allotted for the development of bikeway projects throughout the County to enhance recreation and provide alternative modes of transportation.

A total of 87 bikeway projects were included in the referendum. These have been identified and categorized into four groups for development - 8 Shared-Use Paths; 39 Bike Lanes; 26 Signs and Sharrows Routes; and 14 Widening projects. Two of the Shared-Use Paths are currently being constructed. The Richland Program Development Team (PDT) is coordinating implementation of the 29 Signs and Sharrows routes with the City and SCDOT. Ten of the 14 bikeways included in the Widening projects are either in construction or are being designed. The remaining 4 Widening projects are scheduled to begin design in late 2018.

The 39 Bike Lanes group includes methods of development that involve Road Diet studies and opportunities for Re-Striping. Within the 39 Bike Lanes group, 5 are completed; 2 are under construction; 7 are in design; 17 are considered for restriping; and, 2 may be deleted due to safety concerns – for a total of 33 projects.

This report focuses on one of the remaining 6 that are scheduled for studies as Road Diets, Calhoun Street from Wayne Street to Harden Street. The PDT has developed this report through discussions with the City to coordinate a road diet plan that meets generally accepted requirements for bike lanes. The information in this report includes requirements for city bike lanes, existing conditions, and alternates for striping to accommodate bike lanes.

It is recommended that a sharrow be used for the 33' sections of Calhoun (from Wayne to Lincoln and from Pickens to Harden) with no other changes to parking or lane widths. A sharrow route shows cyclist a preferred route and informs motorist to share the road with cyclist. For the 48' sections of Calhoun (from Lincoln to Assembly and from Sumter to Pickens), it is recommended that the four through lanes be reduced to three lanes (one lane in each direction with a center lane for left turns) and remove parking along the north side of Calhoun to provide bike lanes in both directions. Along the 62' sections of Calhoun (Assembly to Sumter), the lane widths will be reduced to 11.5'/12' lanes and parking removed from the north side to allow for bike lanes in both directions. The above roadway widths do not include the width of gutter. Details of the above recommendations are provided in Section IV, Alternate 1 of this report.

II. Requirements for City Bike lanes

Per National Association of City Transportation Officials (NACTO)

The desirable bike lane width adjacent to curb face is 6 feet with a minimum width of 3 feet. When placed adjacent to a parking lane, the desirable reach from the curb face to the edge of the bike lane (including the parking lane, bike lane and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at least 5 feet wide unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width. A solid white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane. Most jurisdictions use a 6 to 8 inch line.

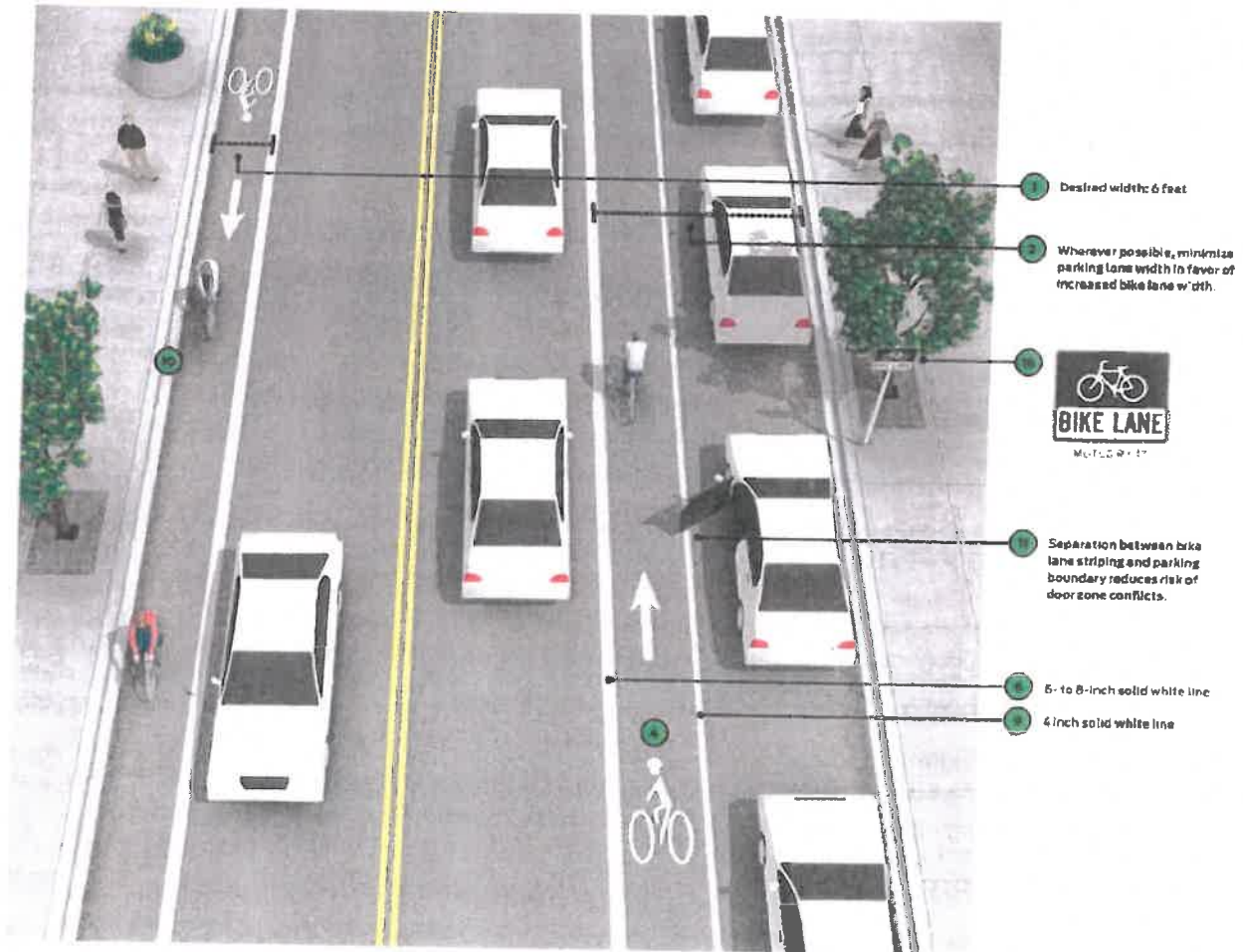


Photo courtesy of NACTO Urban Design Guide.

When placed adjacent to parking, a solid white line marking of 4-inch width should be used between the parking lane and the bike lane to minimize encroachment of parked cars into the bike lane. Gutter seams, drainage inlets, and utility covers should be flush with the ground and oriented to prevent conflicts with bicycle tires. Lane striping should be dashed through high traffic merging areas. The desirable dimensions should be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions. In cities where local vehicle codes require motor vehicles to merge into the bike lane in advance of a turn movement, lane striping should be dashed from 50 to 200 feet in advance of intersections to the intersection. Different states have varying requirements. "Bike Lane" signs (MUTCD R3-17) may be located prior to the beginning of a marked bike lane to designate that portion of the street for preferential use by bicyclists. The 2009 Manual on Uniform Traffic Control Devices (MUTCD) lists bike lane signs as optional; however, some states still require their use. On bike lanes adjacent to a curb, "No Parking" signs (MUTCD R8-3) may be used to discourage parking with the bike lane.

The recommendations in the report also reflect requirements of Cleveland Complete and Green Streets Typology Manual, Raleigh Street Design Manual, Charlotte Urban Street Design Guidelines and other related development standards.

III. Existing Conditions

Calhoun from Wayne to Lincoln is 33' wide with two travel lanes and 6' parking along on both sides (excluding gutter). Per SCDOT, this section has a low amount of traffic demand compared to the rest of the route with only 950 cars traveled per day counted at the Wayne and Calhoun intersection. The only available Average Daily Traffic Counts available on Calhoun are at the Wayne and Henderson intersections. The intersection of Wayne and Calhoun is also in close proximity to the Lincoln Tunnel Greenway providing opportunity for connectivity.

Calhoun from Lincoln to Assembly is 48' wide with two 18' travel lanes and 6' parking on both sides of the road (excluding gutter).

Calhoun from Assembly to Sumter is 62' wide with four 12'/13' through lanes and 6' parking both sides (excluding gutter). The current lane widths for this section have sufficient width to safely accommodate traffic.

Calhoun from Sumter to Pickens, is also 48' wide but has four 10' to 14' travel lanes and only 3 parking spots on the north side. Due to the narrow travel lanes along Calhoun from Sumter to Pickens, it is uncommon that two vehicles travel in the same direction without one vehicle traveling a full vehicle length behind the other due to the potential, or driver concern, that side-swipe accidents may occur. Additionally, vehicles traveling in the outside lane often encroach into the inside lane out of concern for the proximity of parked vehicles. The narrow lane widths results in this section of Calhoun effectively functioning as a 3-lane roadway (1 travel lane in each direction and a continuous two-way left turn lane).

Calhoun from Pickens to Barnwell is 33' wide with one 13' and one 20' travel lane and no metered parking but unmarked parking does exist (excluding gutter). The unmarked parking is only on the south side and used for by residents occupying the nearby houses.

Calhoun from Barnwell to Harden is 33' wide with two 11' travel lanes and a two-way left turn lane (excluding gutter). The three lanes at 11' each take up all of the road width and leave no room for parking. The end of this route will connect to the Harden Street bike lane and provide connectivity. See the appendix for pavement marking details of the above.

Calhoun Parking Limits / Widths	North			South		
	Metered	Handicap	Other	Metered	Handicap	Other
Wayne-Gadsden (33')	0	0	8 (2Hr Park)	0	0	10 (2 Hr Park)
Gadsden-Lincoln (33')	8	0	0	12	0	0
Lincoln-Park (48')	9	1	0	2	0	10 (FED)
Park-Assembly (48')	8	0	0	8	0	0
Assembly-Main (62')	2	0	0	12	0	0
Main-Sumter (62')	11	0	0	12	0	0
Sumter-Marion (48')	0	0	0	0	0	0
Marion-Bull (48')	0	1	2 (No meter)	0	0	0
Bull-Pickens (48')	0	0	0	0	0	0
Pickens-Henderson (33')	0	0	0	0	0	0
Henderson-Barnwell (33')	0	0	0	0	0	0
Barnwell-Gregg (33')	0	0	0	0	0	0
Gregg-Harden (33')	0	0	0	0	0	0
Total	38	2	0	46	0	0

*Alternate 1 recommendation removes parking from Lincoln to Sumter totaling 30 spots removed.

Speed Limit: 35 MPH

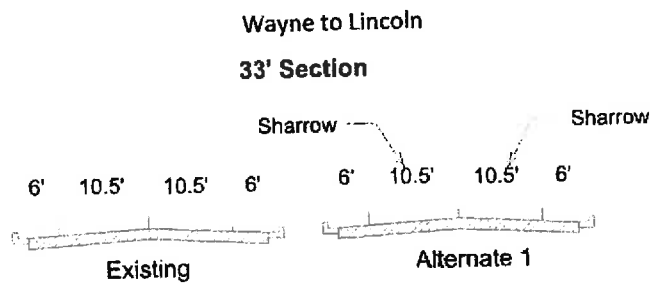
Average Daily Traffic: 950 (Calhoun Wayne Intersection) -6600 (Calhoun Henderson Intersection)

IV. Recommendation for Calhoun St.

In discussions with the City on parking removal and bike lane implementation, the conclusion was that removing parking on the same side for the entire route would be the safest and easiest for travel since it will prevent lane shifts at intersections. The City and PDT agreed that the north side parking would be more desirable to remove due to existing businesses on the south side.

Alternate 1

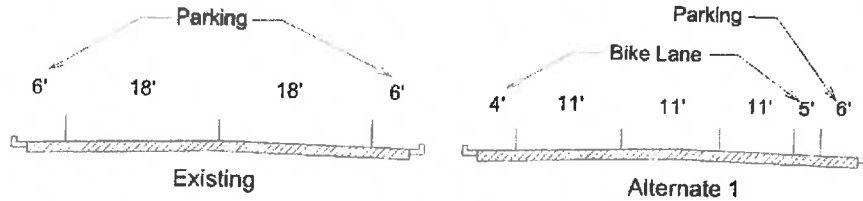
The section of **Calhoun from Wayne to Lincoln** is 33' wide (plus 1' of gutter on each side) with 2 travel lanes and parking on both sides. Through discussions with the City, it was determined that the only feasible way to accommodate bikes in this section of Calhoun was a sharrow. This is due to local businesses and federal parking. Sharrow symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun.



The section of **Calhoun from Lincoln to Assembly** is 48' wide (plus 1' of gutter on each side) with 2 travel lanes and parking on both sides. It is recommended that a two way left turn lane be added to create three lanes (a through lane in each direction with a median for left turns) and parking be removed from the north side of Calhoun to accommodate the bike lanes in both directions. This scenario would provide dedicated bike lanes in each direction and increased lane widths with no anticipated decrease in traffic capacity. The loss of these spaces would require additional parking spaces, but available parking spaces are located generally within 1-3 blocks on either side of Calhoun. Refer to the typical 48' sections below for existing and alternate lane configurations.

Lincoln to Assembly

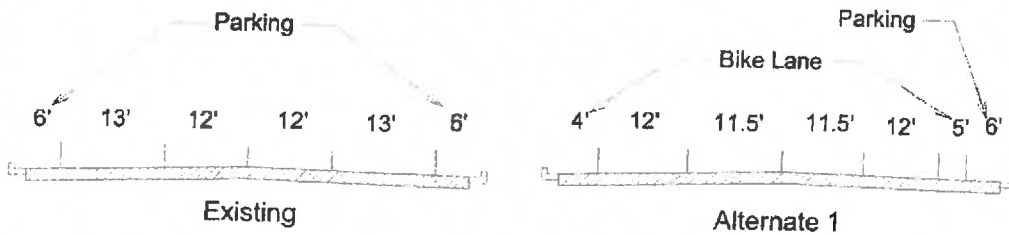
48' Section



For the 62' section of Calhoun from Assembly to Sumter which has four travel lanes and parking on both sides, it is recommended that parking be removed from the north side of Calhoun with reduced lane widths to allow for bike lanes in both directions. It is not recommended to remove a lane for this section because there is already enough existing width to restripe for a bike lane and four lanes will help support a higher volume of traffic. Refer to the typical 62' sections below for existing and alternate lane configurations:

Assembly to Sumter

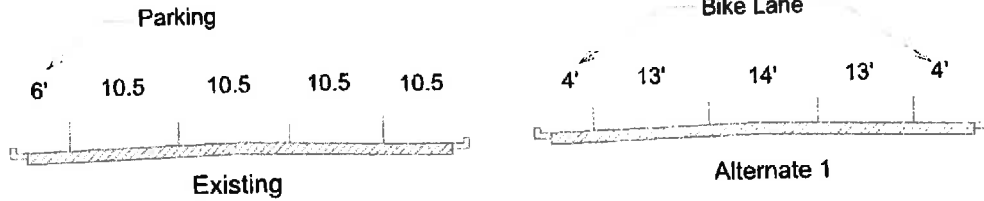
62' Section



The section of Calhoun from Sumter to Pickens is 48' wide (plus 1' of gutter on each side) with 4 travel lanes and parking on the north side. It is recommended the four lanes be reduced to three lanes (a through lane in each direction with a median for left turns) and parking be removed from the north side of Calhoun to accommodate the bike lanes in both directions. This scenario would provide dedicated bike lanes in each direction and increased lane widths with no anticipated decrease in traffic capacity. The loss of these spaces would require additional parking spaces, but available parking spaces are located generally within 1-3 blocks on either side of Calhoun:

Sumter to Pickens

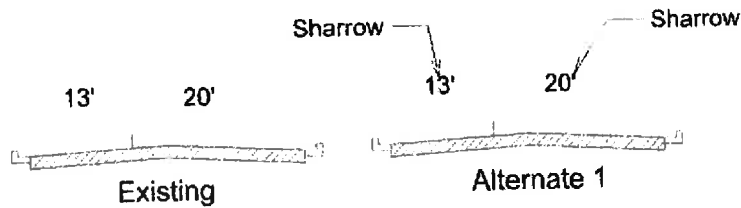
48' Section



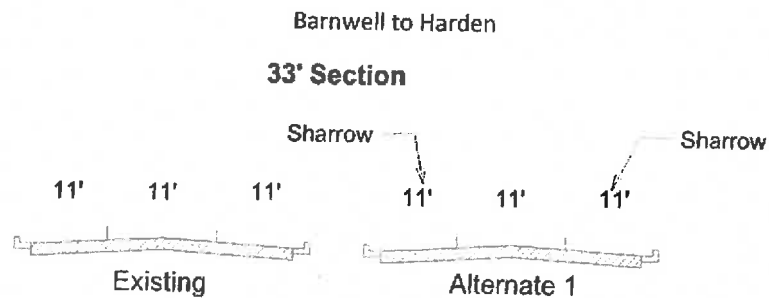
The section of **Calhoun from Pickens to Barnwell** is 33' wide (plus 1' of gutter on each side) with 2 travel lanes and on street but unmetered parking on the south side. Through discussions with the City, it was determined that the best way to accommodate bikes in this section of Calhoun was a sharrow which will allow for the unmarked parking to remain. Sharrow symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun:

Pickens to Barnwell

33' Section



The section of Calhoun from Barnwell to Harden is 33' wide (plus 1' of gutter on each side) with two 11' travel lanes and an 11' median travel lane. Through discussions with the City, it was determined that the only feasible way to accommodate bikes in this section of Calhoun was a sharrow. This was due to the existing median, lack of available width and anticipated traffic increase due to new development. Sharrows symbols and signage would be applied and the existing lane configuration would not change. Refer to the below typical section for existing and alternate lane configuration for the remaining sections of Calhoun:

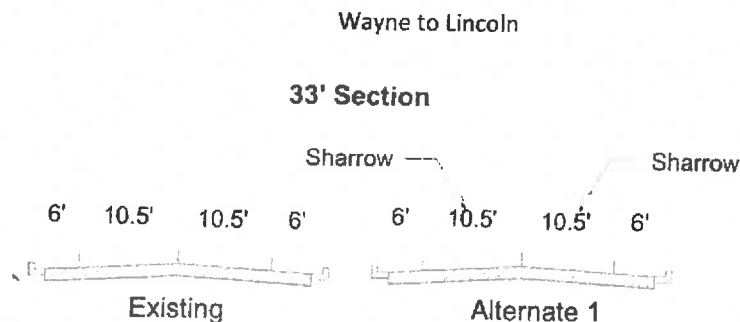


A total of 30 metered parking spaces would need to be removed with this alternate.

Alternate 2 (Remove Parking on Both Sides)

Removal of parking on both sides of Calhoun from Lincoln to Pickens would not be a recommended option as this would result in the removal of 64 spaces or 34 more spaces as compared to Alternate 1. Additionally, the increased lane widths, compared to Alternate 1, would not substantially contribute to either reduced accidents or traffic capacity.

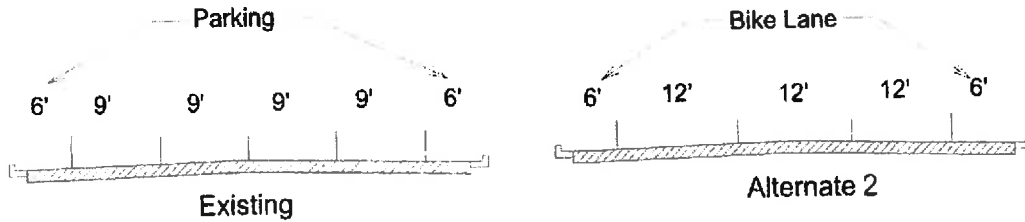
There is no recommendation for a second alternate for the 33' section of Calhoun from Wayne to Lincoln nor Pickens to Harden due to the narrow width:



Calhoun from Lincoln to Assembly would remove 27 metered parking spots, 10 more than removing just the north side. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

Lincoln to Assembly

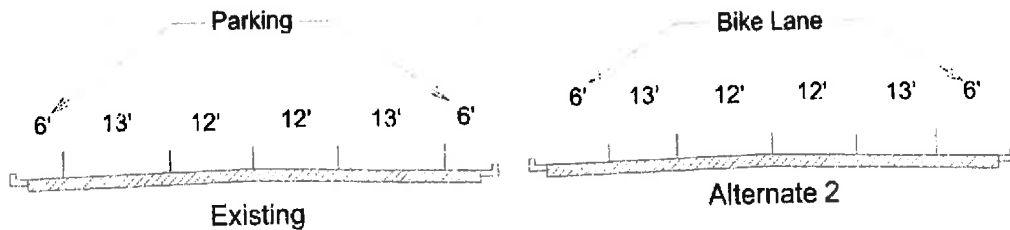
48' Section



Calhoun from Assembly to Sumter would remove 37 metered parking spots, 24 more than removing just the north side. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

Assembly to Sumter

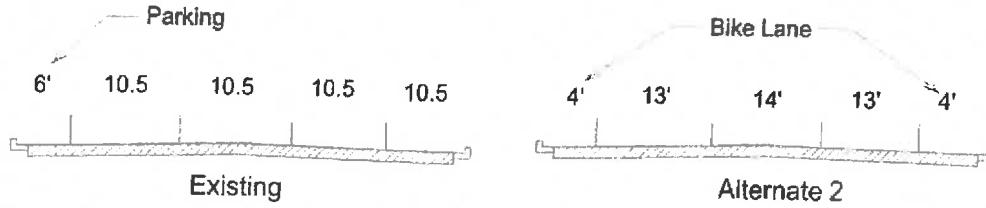
62' Section



Calhoun from Sumter to Pickens would not remove any more parking since there is no parking on the south side therefore there is no recommended alternate. Refer to the below typical section for existing and alternate lane configuration for this section of Calhoun:

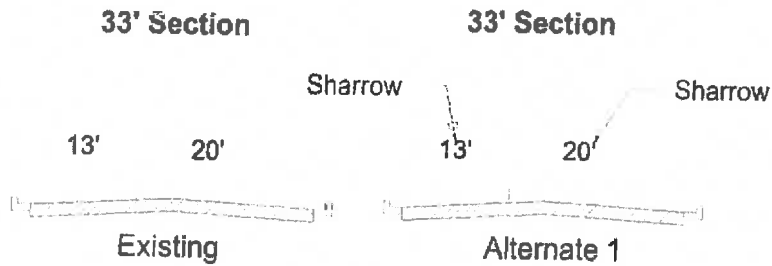
Sumter to Pickens

48' Section



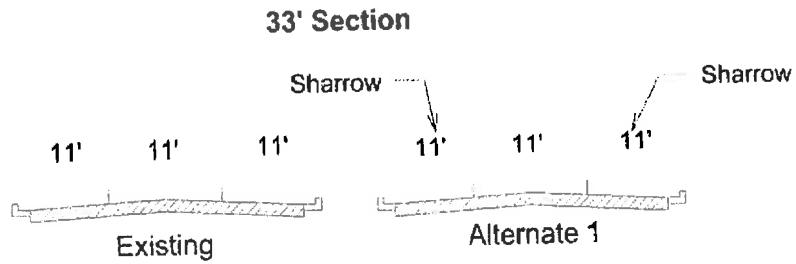
There is no recommendation for a second alternate for the 33' section from Pickens to Barnwell due to the narrow road width.

Pickens to Barnwell



There is no recommendation for a second alternate for the 33' section from **Barnwell to Harden** due to the narrow road width.

Barnwell to Harden

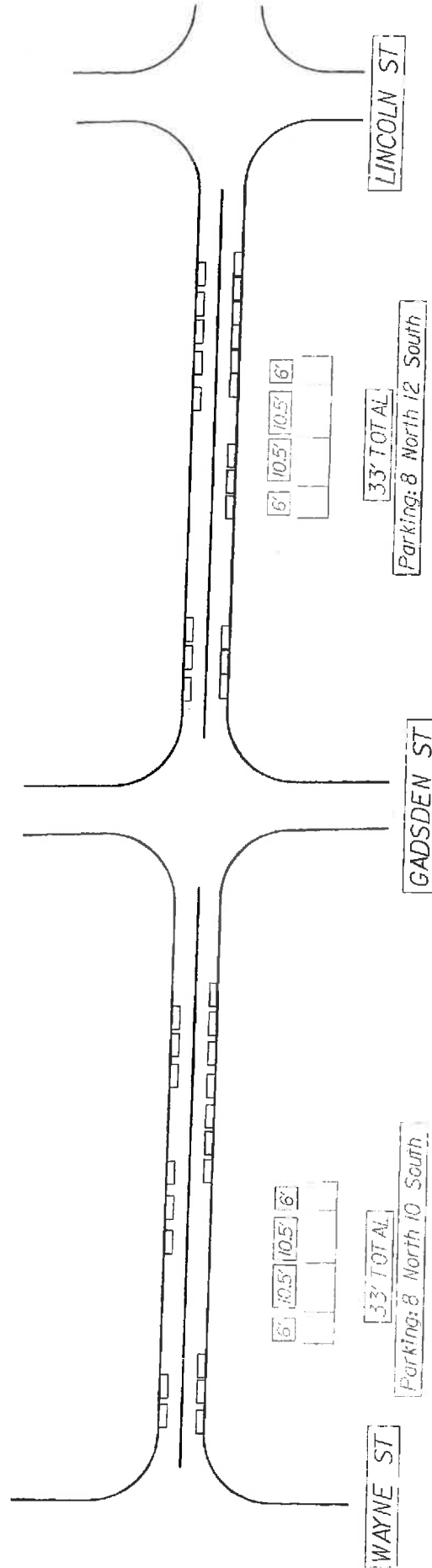


It is therefore recommended that Alternate 1 be implemented.

NOTE: See the appendix for existing striping along Calhoun Wayne to Harden.

CALHOUN ROAD DIET CONCEPT REPORT

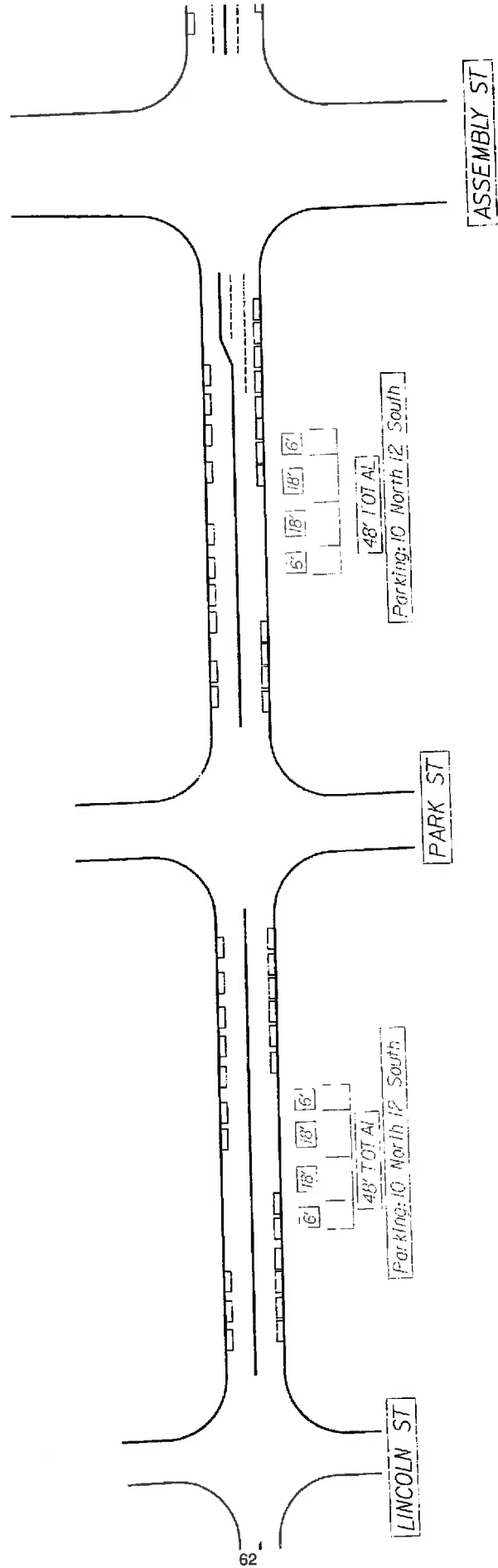
EXISTING CONDITIONS



CALHOUN ROAD DIET CONCEPT REPORT

EXISTING CONDITIONS

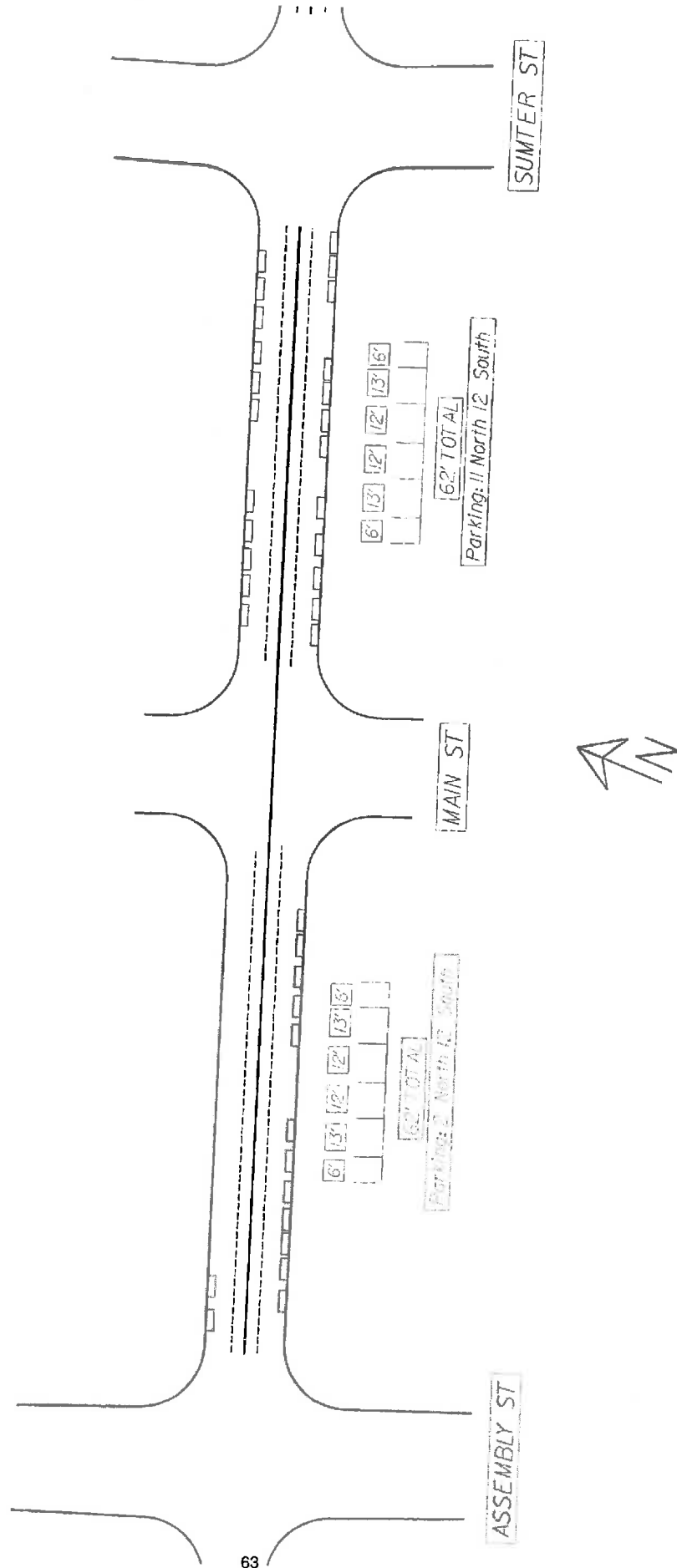
Appendix



A2

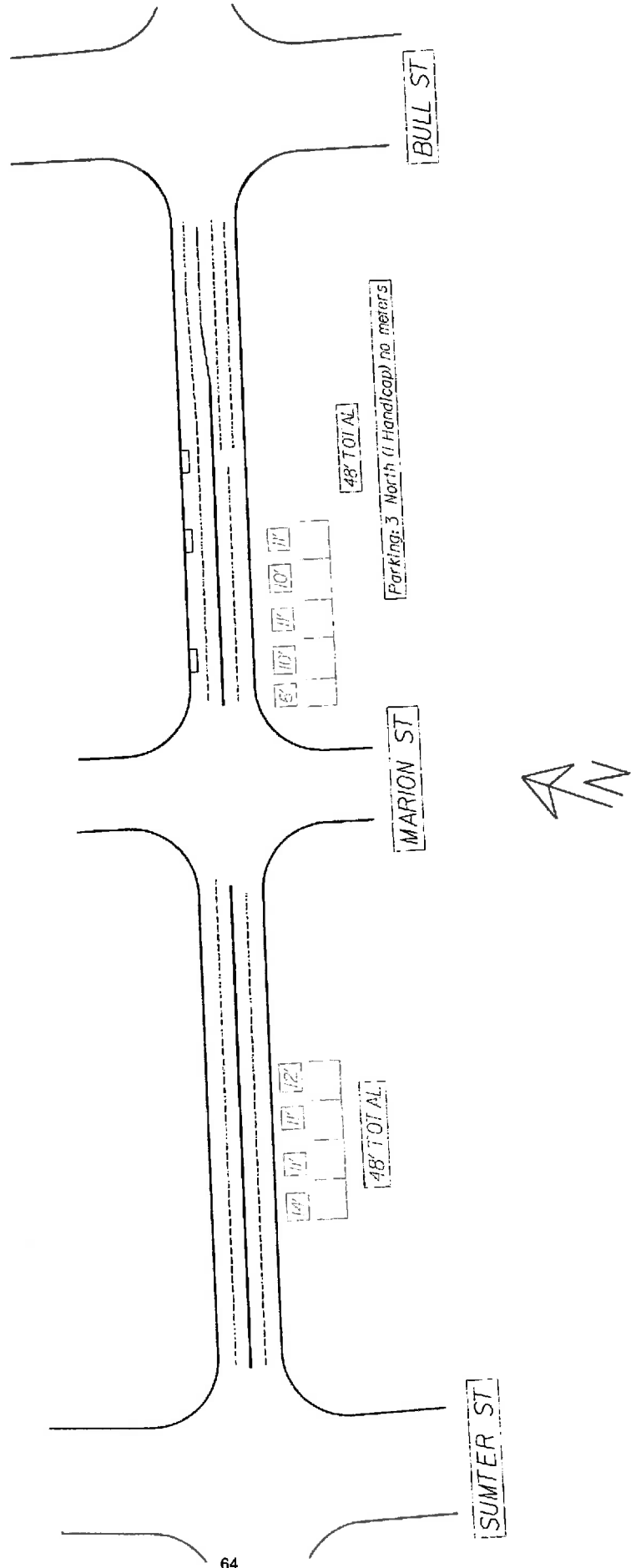
CALHOUN ROAD DIET CONCEPT REPORT

EXISTING CONDITIONS



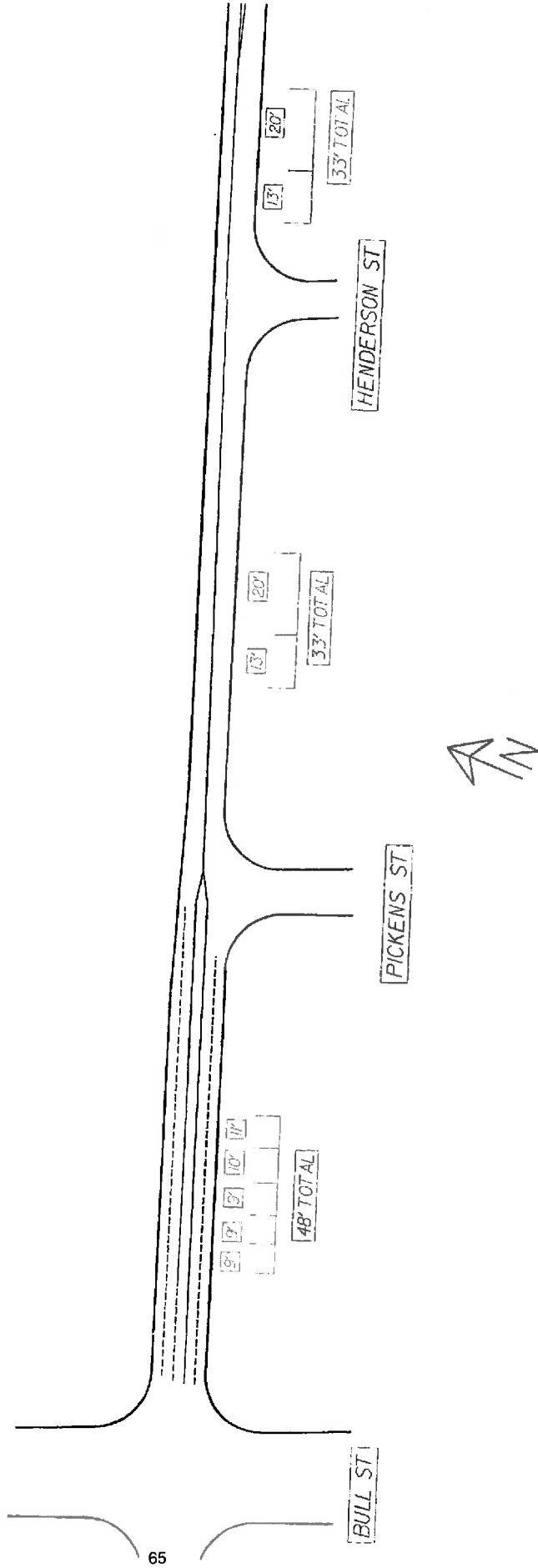
CALHOUN ROAD DIET CONCEPT REPORT
EXISTING CONDITIONS

Appendix



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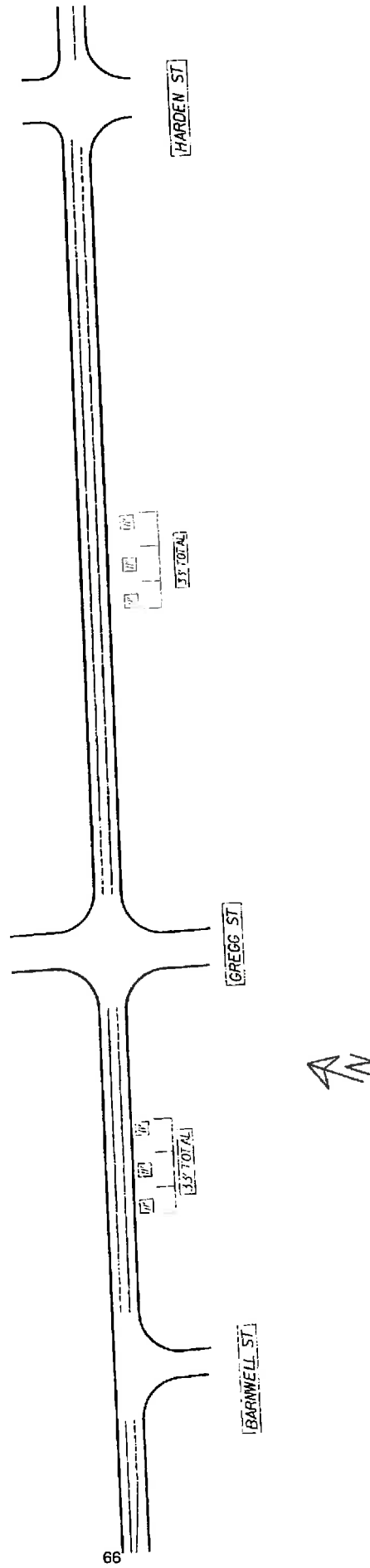
CALHOUN ROAD DIET CONCEPT REPORT EXISTING CONDITIONS



CALHOUN ROAD DIET CONCEPT REPORT

EXISTING CONDITIONS

Appendix



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TRANSPORTATION
PROGRAM

Richland County Transportation Program

Road Diet Concept Report

Hampton Street (Main St to Harden St)



May 2018

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I. Executive Summary

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$300,991,000 is dedicated to Transit with the remaining \$769,009,000 dedicated to the categories of Administration, Bike/Ped/Greenway, and Roadway. Of the \$80,883,356 designated for Bike/Ped/Greenway, \$22,008,775 was allotted for the development of bikeway projects throughout the County to enhance recreation and provide alternative modes of transportation.

A total of 87 bikeway projects were included in the referendum. These have been identified and categorized into four groups for development - 8 Shared-Use Paths; 39 Bike Lanes; 26 Signs and Sharrows Routes; and 14 Widening projects. Two of the Shared-Use Paths are currently being constructed. The Richland Program Development Team (PDT) is coordinating implementation of the 29 Signs and Sharrows routes with the City and SCDOT. Ten of the 14 bikeways included in the Widening projects are either in construction or are being designed. The remaining 4 Widening projects are scheduled to begin design in late 2018.

The 39 Bike Lanes group includes methods of development that involve Road Diet studies and opportunities for Re-Striping. Within the 39 Bike Lanes group, 5 are completed; 2 are under construction; 7 are in design; 17 are considered for restriping; and, 2 may be deleted due to safety concerns – for a total of 33 projects.

This report focuses on one of the remaining 6 that are scheduled for studies as Road Diets; Hampton Street from Main Street to Harden Street. The PDT has developed this report through discussions with the City to coordinate a road diet plan that meets generally accepted requirements for bike lanes. The information in this report includes requirements for city bike lanes, existing conditions, and alternates for striping to accommodate bike lanes.

Along the 62' section of Hampton (Main to Sumter), the lane widths are recommended to be reduced to 10'/11' lanes and parking removed from the north side to allow for bike lanes in both directions. It is recommended that the 48' sections of Hampton (from Sumter to Harden) with four through lanes be reduced to three lanes (one lane in each direction with a center lane for left turns) and remove parking along the north side of Hampton to provide bike lanes in both directions. The above roadway widths do not include the width of gutter. Details of the above recommendations are provided in Section IV, Alternate 1 of this report.

II. Requirements for City Bike lanes

Per National Association of City Transportation Officials (NACTO)

The desirable bike lane width adjacent to curb face is 6 feet with a minimum width of 3 feet. When placed adjacent to a parking lane, the desirable reach from the curb face to the edge of the bike lane (including the parking lane, bike lane and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at least 5 feet wide unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width. A solid white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane. Most jurisdictions use a 6- to 8-inch line.

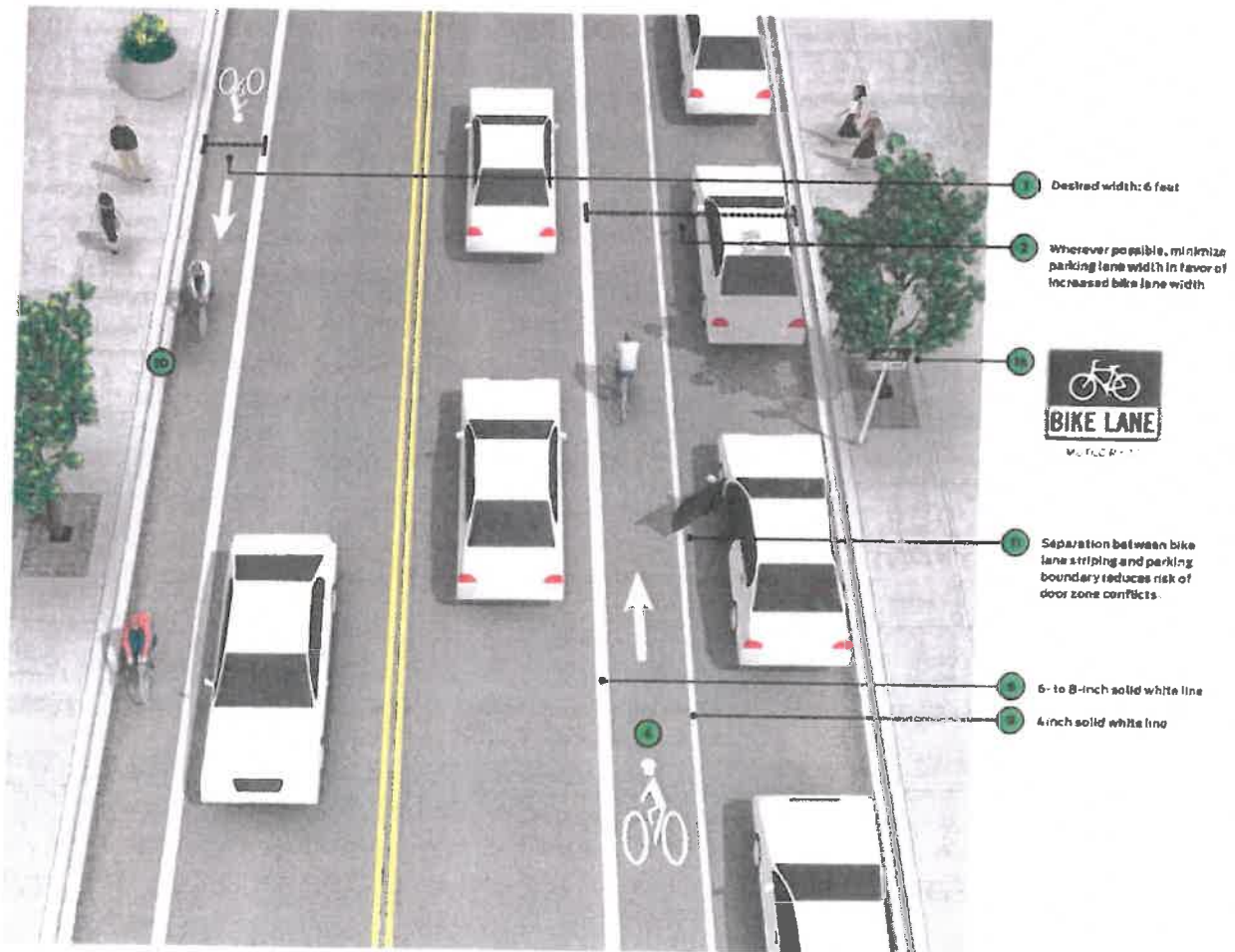


Photo courtesy of NACTO Urban Design Guide.

When placed adjacent to parking, a solid white line marking of 4-inch width should be used between the parking lane and the bike lane to minimize encroachment of parked cars into the bike lane. Gutter seams, drainage inlets, and utility covers should be flush with the ground and oriented to prevent conflicts with bicycle tires. Lane striping should be dashed through high traffic merging areas. The desirable dimensions should be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions. In cities where local vehicle codes require motor vehicles to merge into the bike lane in advance of a turn movement, lane striping should be dashed from 50 to 200 feet in advance of intersections to the intersection. Different states have varying requirements. "Bike Lane" signs (MUTCD R3-17) may be located prior to the beginning of a marked bike lane to designate that portion of the street for preferential use by bicyclists. The 2009 Manual on Uniform Traffic Control Devices (MUTCD) lists bike lane signs as optional; however, some states still require their use. On bike lanes adjacent to a curb, "No Parking" signs (MUTCD R8-3) may be used to discourage parking with the bike lane.

The recommendations in the report also reflect requirements of Cleveland Complete and Green Streets Typology Manual, Raleigh Street Design Manual, Charlotte Urban Street Design Guidelines and other related development standards.

III. Existing Conditions

Hampton from Main to Sumter is 62' wide with four 12'/13' through lanes and 6' parking along both sides (excluding gutter). From Sumter to Harden, Hampton is 48' wide with four 9' through lanes and 6' parking both sides (excluding gutter). See the appendix for existing striping.

Hampton Parking Limits/Widths	North			South		
	Metered	Handicap	Loading Zone	Metered	Handicap	Loading Zone
Main-Sumter (62')	16	0	0	3	0	8
Sumter-Marion (48')	10	1	0	13	0	0
Marion-Bull (48')	11	0	1	16	0	0
Bull-Pickens (48')	11	0	0	11	0	0
Pickens-Henderson (48')	9	0	0	10	2	0
Henderson-Barnwell (48')	16	0	0	10	0	0
Barnwell-Greg (48')	8	0	0	9	0	0
Greg-Laurens (48')	7	0	1	7	0	2
Laurens-Harden (48')	9	0	0	7	1	1
Total	97	1	2	86	3	11

Speed Limit: 35 MPH

Average Daily Traffic: 4400 (Hampton Henderson Intersection) - 6200 (Hampton Marion Intersection)

Due to the narrow 9' travel lanes along Hampton from Sumter to Harden, it is uncommon that two vehicles travel in the same direction without one vehicle traveling a full vehicle length behind the other due to the potential, or driver concern, that side-swipe accidents may occur. Additionally, vehicles traveling in the outside lane often encroach into the inside lane out of concern for the proximity of parked vehicles. Furthermore, vehicles turning left require traffic behind them to either stop or change lanes to pass the turning vehicle. The narrow lane widths and lack of a dedicated left-turn lane results in this section of Hampton effectively functioning as a 3-lane roadway (1 travel lane in each direction and a continuous two-way left turn lane.)

IV. Recommendation for Hampton St.

In discussions with the City on parking removal and bike lane implementation, the conclusion was that removing parking on the same side for the entire route would be the safest and easiest for travel since it will prevent lane shifts at intersections. The City and PDT agreed that the north side parking would be more desirable to remove due to existing businesses on the south side.

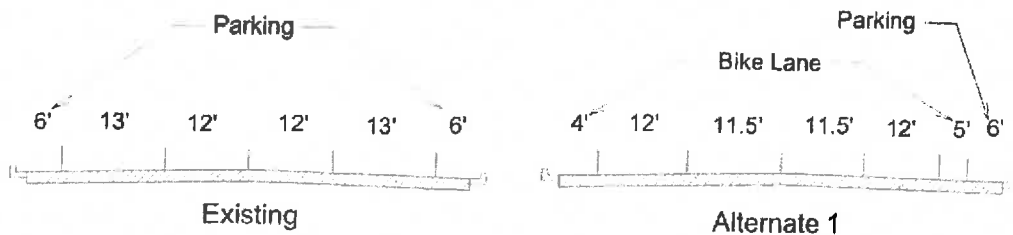
Alternate 1

For the 62' section of Hampton from Main to Sumter, it is recommended that parking be removed from the north side of Hampton with reduced lane widths to allow for bike lanes in both directions. Due to the 62' present width, lack of opportunities to turn left, and the hotel located along this block, it is recommended to maintain the 4 lanes of traffic.

Refer to the typical 62' sections below for existing and alternate lane configurations:

Main to Sumter

62' Section

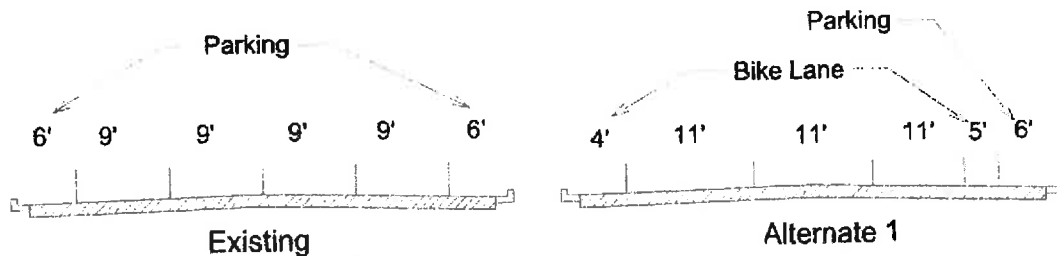


The section of **Hampton from Sumter to Harden** is 48' wide (plus 1' of gutter on each side) with 4 travel lanes and parking on both sides. It is recommended the four lanes be reduced to three lanes (a through lane in each direction with a median for left turns) and parking be removed from the north side of Hampton to accommodate the bike lanes in both directions. This scenario would provide dedicated bike lanes in each direction and increased lane widths with no anticipated decrease in traffic capacity. However, a total of 97 metered parking spaces would need to be removed. The loss of these spaces would require additional distance to other parking spaces, but available parking spaces are located generally within 1-3 blocks on either side of Hampton.

Refer to the typical 48' sections below for existing and alternate lane configurations:

Sumter to Harden

48' Section

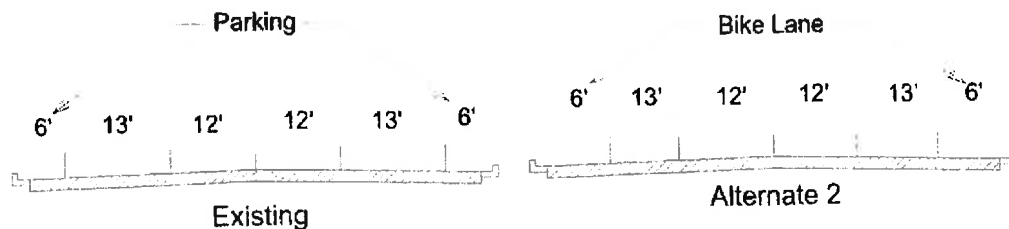


Alternate 2 (Remove Parking on Both Sides)

Removal of parking on both sides of Hampton would not be a recommended option as this would result in the removal of 183 spaces or 86 more spaces as compared to Alternate 1. Additionally, the increased lane widths, compared to Alternate 1, would not substantially contribute to either reduced accidents or traffic capacity. Refer to the below typical for existing and alternate lane configurations:

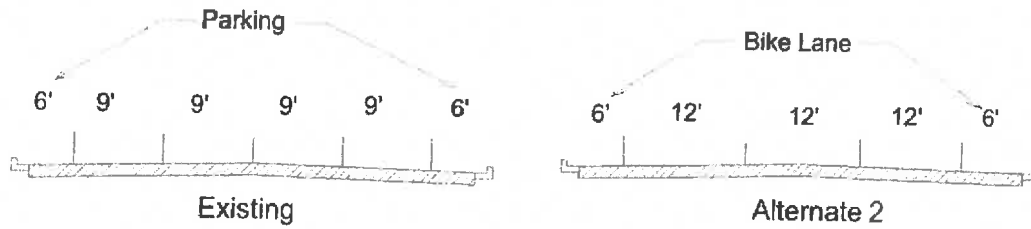
Main to Sumter

62' Section



Sumter to Harden

48' Section



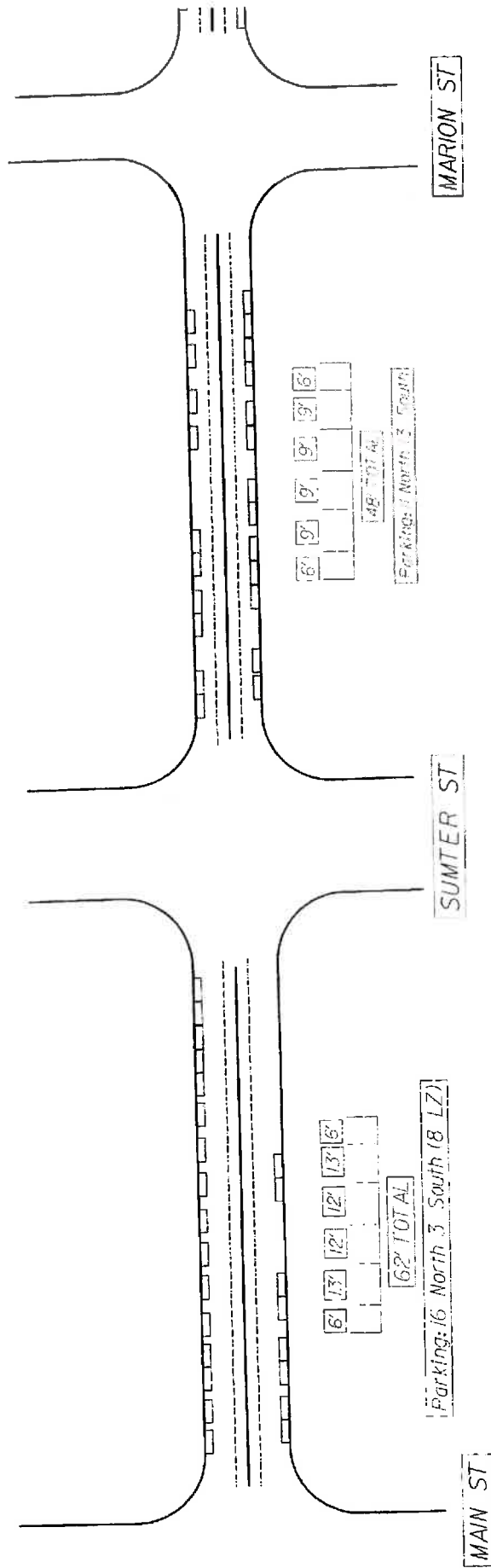
It is therefore recommended that Alternate 1 be implemented.

NOTE: See Appendix for existing striping along Hampton from Main to Harden.

HAMPTON ROAD DIET CONCEPT REPORT

Appendix

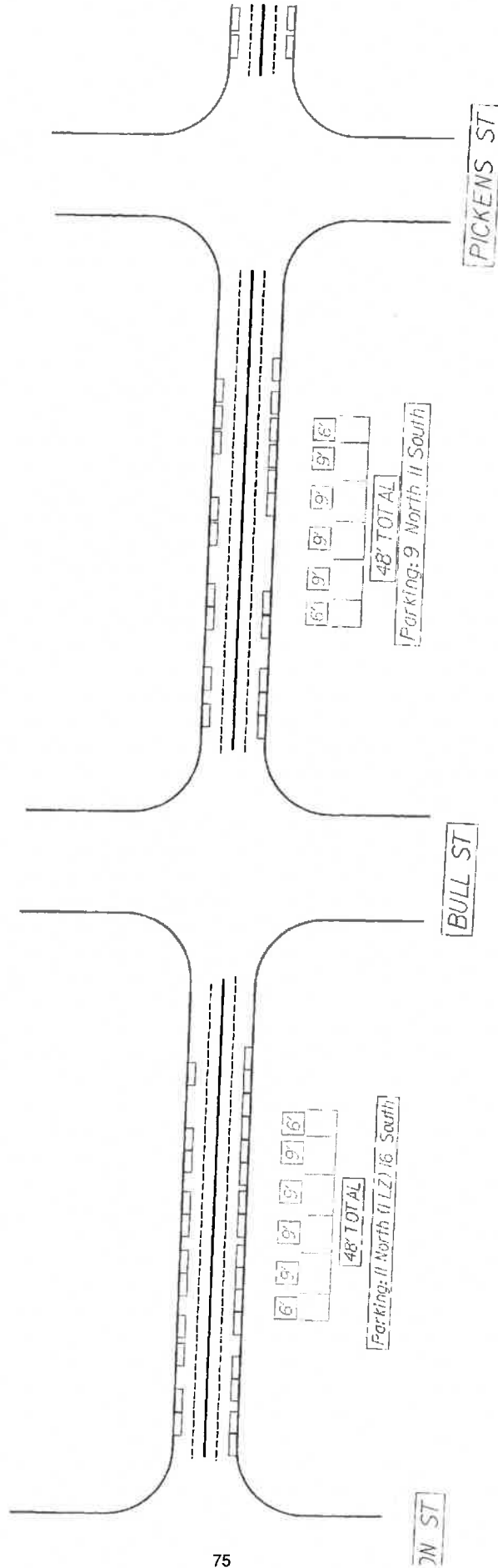
EXISTING CONDITIONS



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HAMPTON ROAD DIET CONCEPT REPORT

EXISTING CONDITIONS

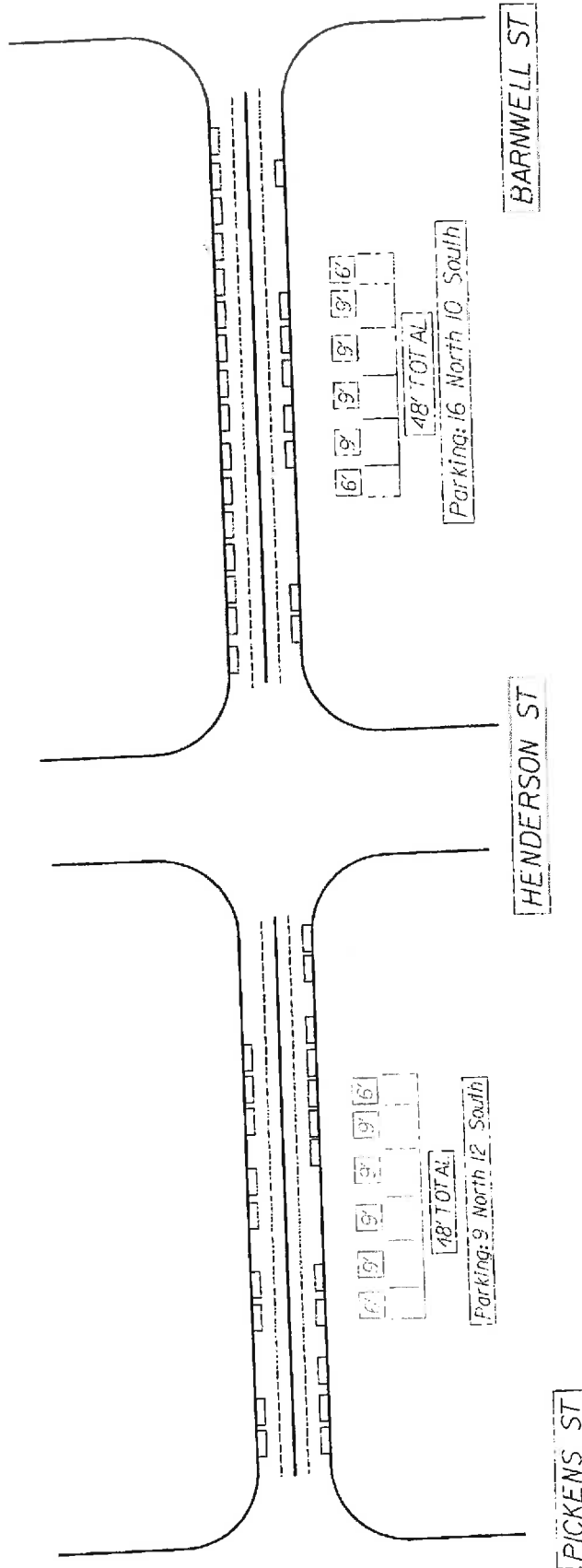


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Appendix

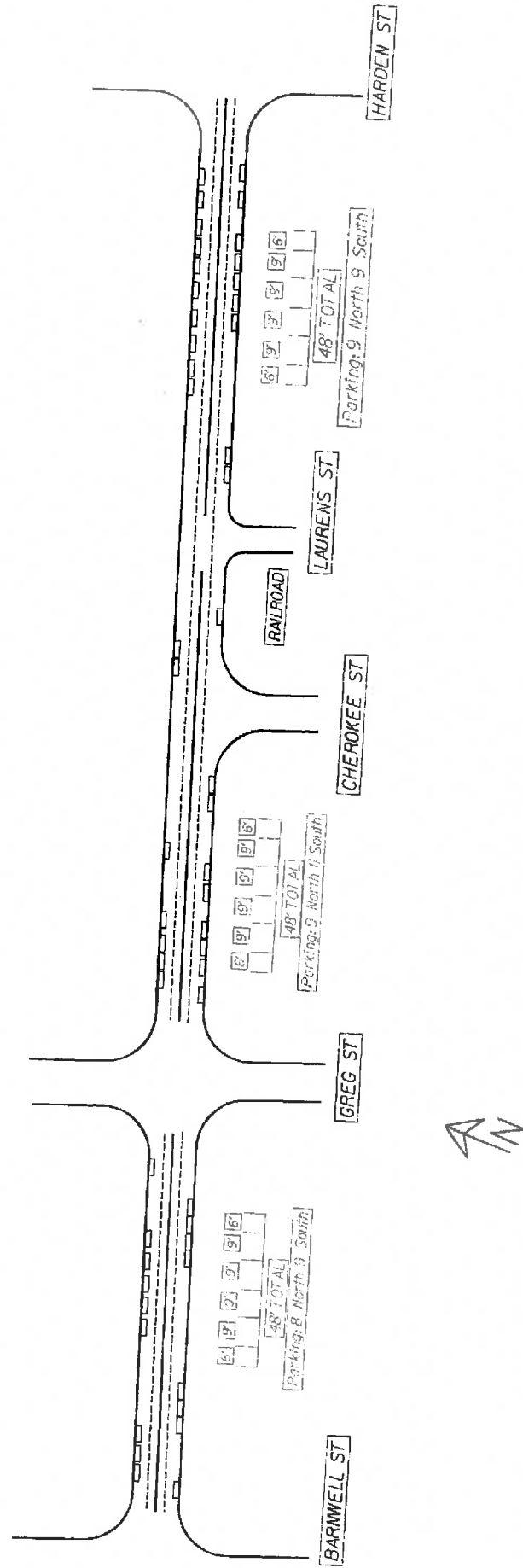
EXISTING CONDITIONS



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HAMPTON ROAD DIET CONCEPT REPORT

EXISTING CONDITIONS





TRANSPORTATION PROGRAM

Memo

To: Dr. John M. Thompson, Ph.D., MBA, CPM
From: David Beaty, P.E.
CC: Tony Edwards, P.E.
Date: March 6, 2018
Re: Richland County Transportation Program Widening Categorical Recommendations to Align Program with Current Available Funding

It is the intent of this memorandum to provide recommendations for the Widening category of the Richland County Transportation Program to best align the Program with the projected available funding while maximizing the completion of all other categories.

Background:

The Richland County Transportation Program has a total funding of \$1.07 billion funded through the Transportation Sales Tax approved by voters in November of 2012. Per the referendum, \$300,991,000 is dedicated to Transit with the remaining \$769,009,000 dedicated to the categories of Administration, Bike/Ped/Greenway, and Roadway. As the Transit funding is directly assigned to The COMET bus system, this memorandum will be discussing the remainder of the categories (Program).

Based on projected revenue and current cost estimates, there is an anticipated shortfall of approximately \$140 million for the entire Program, almost entirely attributable to the Widening category of projects (see Attachment 1 Financial Status Summary by Category dated 12-31-17). The 9 other major Program categories (Intersections, Special, Neighborhood Improvements, Bikeways, Sidewalks, Greenways, Pedestrian Intersections, Dirt Road Paving, and Resurfacing) have been developed such that each category is constrained to the Referendum amount. For example, the Intersections category consists of 15 individual intersections totaling \$42.3 million. Within that category, some intersections are projected to exceed their original referendum amount while others are anticipated to be constructed below their original referendum amount, but the total cost is expected to be below the total \$42.3 million. To date, the Widening category has not been developed to be constrained to the Referendum amount.

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TRANSPORTATION PROGRAM

Widening Shortfall:

Four of the 14 Widening projects are at or under the Referendum amount: (1) Hardscrabble Road widening and (2) Leesburg Road widening are being managed and developed by SCDOT resulting in Richland County's role being one of providing a set amount of funding only; (3) North Main Street widening has received outside funding from the City of Columbia and federal grants such that when combined with the Intersection funds identified for North Main Street/Monticello Road (within the limits of the North Main Street widening), the total project cost to Richland County is approximately equal to the referendum funding; (4) Clemson Road widening has been developed such that it is scheduled to be advertised for construction in Q2 2018 and is estimated to be below the Referendum amount. This results in 10 individual projects within the Widening category that are responsible for the \$140 million funding shortfall. (Note that all cost estimates include a 10% construction contingency which may or may not be utilized and accounts for approximately \$20 million of the projected shortfall).

Each of the 14 Widening projects has been reviewed in detail focusing on the original Council-approved prioritization criteria with additional emphasis placed on traffic and safety. The results were used to develop multiple scenarios that would return the Widening category back to a cost constrained value that meets available funding. Attachment 2 provides the detailed analysis and recommendation for each Widening project.

Modification Scenarios:

SCDOT is currently developing the Carolina Crossroads Project (Malfunction Junction) which consists of significant improvements to multiple interchanges along I-20, I-26, and I-126. This project is fully funded and includes the reconstruction of the I-20/Broad River Road Interchange. For more information, please refer to www.scdotcarolinacrossroads.com. The I-20/Broad River Road Interchange was included in the 2012 Referendum in the amount of \$52.5 million. All 3 of the following scenarios assume the availability of the \$52.5 million to the Widening category.

- **Scenario 1 – Construct All Widening projects in Order of Current Prioritization**
This approach would construct the first 10 Widening projects to their full Referendum termini (except Broad River Road which has previously been changed by Council) leaving Spears Creek Church Road, Lower Richland Boulevard, Polo Road, and Blythewood Improvements Phase 2 indefinitely deferred.
- **Scenario 2 – Construct All Widening projects Within Original Referendum Amounts**
This approach would greatly reduce, if not eliminate, significant improvements to traffic and safety for a number of projects due to insufficient funds. These projects include

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TRANSPORTATION PROGRAM

Atlas Road, Bluff Road Phase 2, Blythewood Road Phase 1, Pineview Road, Polo Road, Shop Road, and Spears Creek Church Road. While some improvements could be made within Referendum amounts, actual cost to benefit ratios would likely be considered undesirable and some improvements would likely not be allowed by SCDOT due to logical termini concerns.

- Scenario 3 – Defer Construction of Select Projects and/or Elements of Projects
Reviewing projects with consideration of traffic, safety, logical termini and potential for individual improvements compared to overall costs of the projects results in two projects standing out for deferral and one project for reduced project termini:

1. **Bluff Road Widening Phase 2:** In order to receive \$1.8 million in outside funding from the County Transportation Commission and SCDOT, Bluff Road Widening was separated into 2 sections. Bluff Road Phase 1 was recently constructed as part of the Program at a cost of \$7.5 million from Rosewood Dr. to George Rogers Blvd. The section from George Rogers Blvd. to National Guard Road has previously been improved and funded by others. Bluff Road Phase 2 extends from National Guard Road to South Beltline Blvd. The Referendum amount for all of Bluff Road is \$16.7 million (\$9.2 million remaining after Phase 1) and the current estimate to construct Bluff Road Phase 2 is \$40 million.

Bluff Road Phase 2 is currently a 4 lane roadway with existing left-turn lanes at signalized intersections. Items contributing to the estimated \$40 million project cost include construction of isolated locations of flush-median turn lanes, the inclusion of Shared Use Paths, the construction of large stormwater pipes due to adjacent existing developed areas, and the replacement of a culvert near South Beltline Blvd. Minimal improvements to traffic or safety would be achieved by this project.

2. **Pineview Road Widening:** This project was defined in the referendum as being widened to 3 lanes from Bluff Road to Shop Road and then widened to 5 lanes from Shop Road to Garners Ferry Road. The referendum amount is \$18.2 million and the current estimate is \$40 million.

The Columbia Area Transportation Study (COATS) regional traffic model shows that by 2041 daily traffic volumes along Pineview Road from Garners Ferry Road to Shop Road would actually decrease from 16,700 to 16,000 due to the construction of Shop Road Extension Phase 2. Although traffic volumes would increase in the section of Pineview Road from Shop Road to Bluff Road from 3,400 to 4,700 by 2041, the existing 2-lane section could adequately



TRANSPORTATION PROGRAM

accommodate that traffic volume. Minimal improvements to traffic or safety would be achieved by this project.

3. Spears Creek Church Road Widening: The referendum amount for Spears Creek Church Road from Two Notch Road to Percival Road is \$26.6 million and the current estimate is \$49.5 million. This estimate includes replacing the Spears Creek Road Bridge over I-20 and making associated improvements along I-20. If this project were to begin on the north side of the I-20 bridge extending to Two Notch Road and eliminate the I-20 bridge replacement, including a total of 1,850 feet of Spears Creek Church Road to Percival Road, a savings of approximately \$13.5 million could result.

Recommendations:

In an effort to align with available funding, the following recommendations are made:

- Reprogram the \$52.5 million from the I-20/Broad River Interchange to the Widening category.
- Defer Bluff Road Widening Phase 2 until all other Widening are constructed or until additional funds are identified (\$40 million).
- Defer Pineview Road Widening until all other Widening are constructed or until additional funds are identified (\$40 million).
- Reduce the termini of Spears Creek Church Road to construct from north of I-20 to Two Notch Road resulting in saving \$13.5 million.

Additionally, it is recommended that the remaining Widening projects be fully constructed in accordance with the Referendum termini. The combination of the above identified amounts totaling \$146 million is greater than the projected Program shortfall of \$140 million and allows the Program to be completed within the constraints of the available funding.

Attachment 1: Richland Transportation Penny Program Financial Status Summary by Category
Attachment 2: Widening Category Summary & Recommendations

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Widenings Category Summary & Recommendations

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PROJECT: 271 ATLAS RD WIDENING

Scope The proposed scope recommends a 3-lane (2 travel lanes with a center turn lane) widened roadway from Bluff Road to Shop Road and then a 5-lane (4 travel lanes with a center turn lane) roadway from Shop Road to Garners Ferry Road. These improvements will accommodate bicyclists through the use of 4-foot on-street bike lanes and provide for pedestrians through the use of 5-foot sidewalks constructed behind the curb.



SCDOT PIN P029310
Project Length 2.80 miles
District 10, 11
Project Manager Raven Gambrell
Design Cox & Dinkins, Inc.

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2015)	Design (2040)
Atlas Road (Urban Minor Arterial)		
Bluff to Shop	5,500	8,200
Shop to Garners Ferry	10,500	13,500

ACCIDENT DATA – Jan 2012-Feb 2015 (3.2 years)

Project / Segment	Crashes	Notes
Atlas Road	100	44% rear-end crashes, 34% intersection-related, 22% other (1 fatality)

PROJECT COSTS

Referendum Total (2012)

\$17.6 million

Current Estimate (2017 Q4 Estimate)

\$41.7 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

The proposed Atlas Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

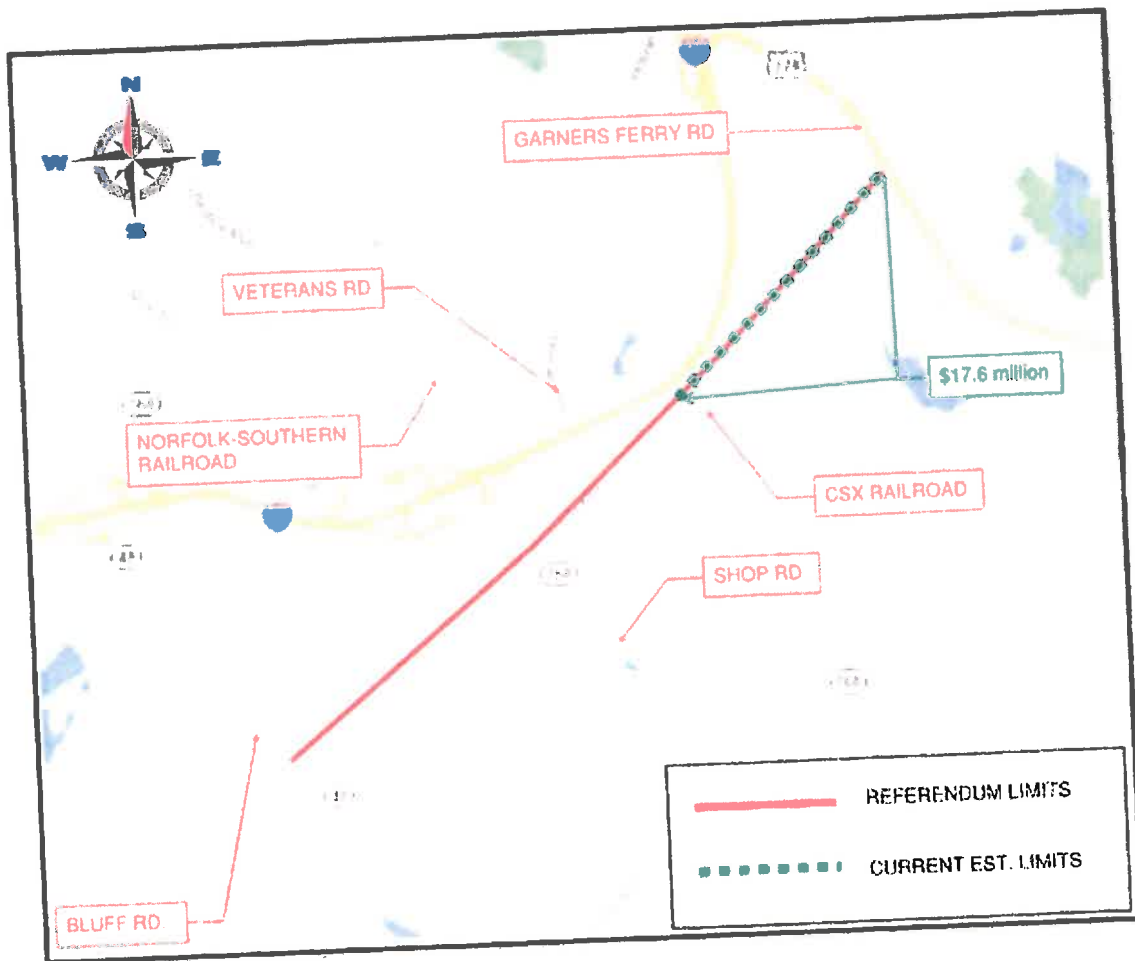
- (2) Railroad Crossings – Norfolk/Southern and CSX;
- (1) New, triple box culvert under Atlas Road;
- (1) Extension of existing box culvert under Atlas Road;
- Extensive improvements at the Atlas Road / Garners Ferry Road intersection to include the addition of dual, left turns and dedicated right turning lanes;
- Relocations of AT&T utility equipment.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.2 miles.

The potential limits of improvements, per the reduced scope, would assume a 5-lane widening from just east of the CSX Railroad crossing to Garners Ferry Rd, to include the necessary geometric improvements at the intersection – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The area of improvements reflective of the reduced scope is indicative of the highest traffic volumes and incidence of accidents.

Roadway widening projects typically terminate at crossing routes that are traffic generators (ie: Shop Rd); therefore, coordination with SCDOT would be required to justify the limited improvements and to verify that the reduced terminus would not cause any undue traffic issues. It is likely that SCDOT would not be supportive of this alternative due to limited benefits.



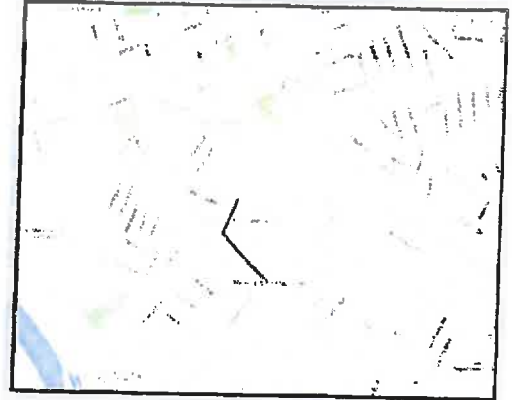
Atlas Road Widening Project Map

Recommendation: Construct entire project as defined in referendum (Bluff Road to Garners Ferry Road). Design and Right-of-Way Acquisitions are nearly complete and construction can begin in late 2018.

PROJECT: 425 BLUFF RD WIDENING PH. 1

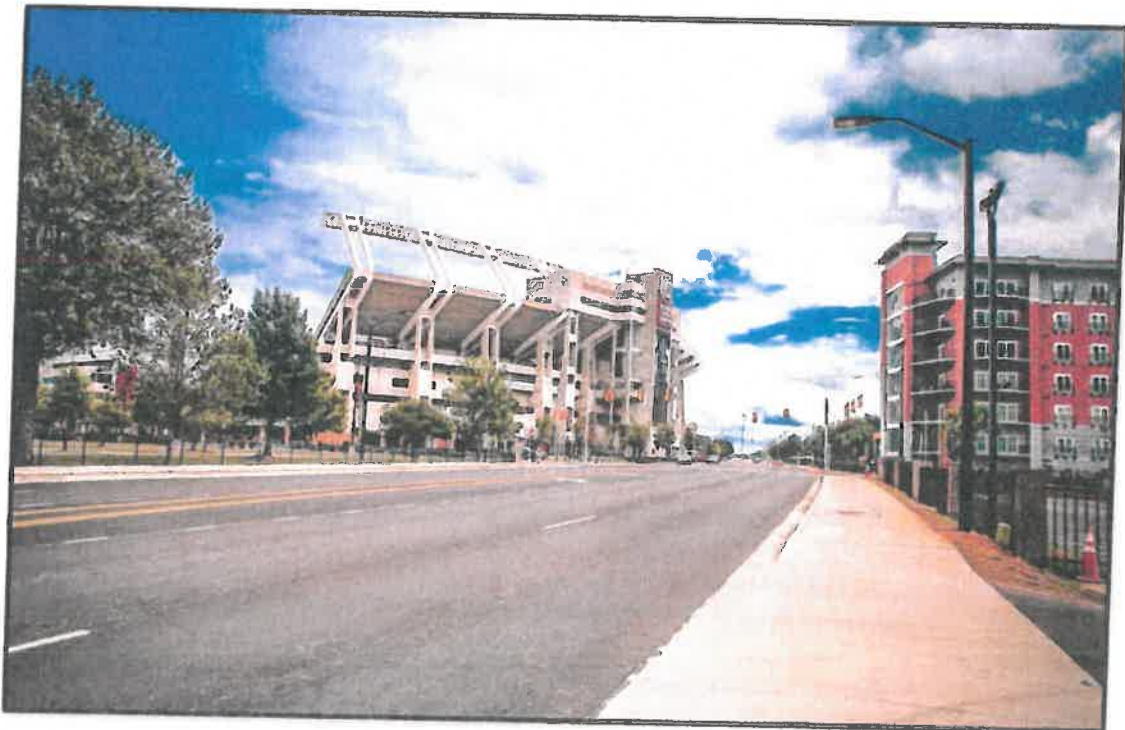
Scope The scope recommended a 5-lane (4 travel lanes with center turn lane) widened roadway with bicycle and pedestrian accommodations from Rosewood Drive to George Rogers Blvd. Additionally, a sidewalk was added along Rosewood Drive from the SC State Fair entrance to Bluff Road. Budget includes \$1M in Federal GuideShare funds and \$800K in CTC funds.

SCDOT PIN 0041846
Project Length 0.50 miles
District 10
Project Manager Raven Gambrell
Design Parrish & Partners, LLC
Construction Cherokee, Inc.



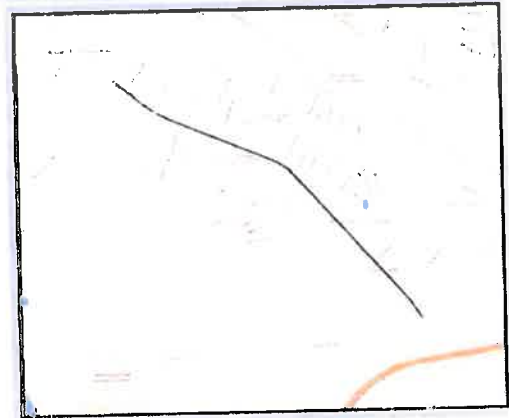
The referendum funding for this project (along with Bluff Road Widening Phase 2, see next page) included a total of \$16.7 million. The total cost for this project was approximately \$9.3 million; however, \$1 million was contributed via Federal GuideShare funds and \$800 thousand via SCDOT CTC funding. Therefore, the total cost for this project from referendum funding was approximately \$7.5 million, with a remainder of \$9.2 million for the Bluff Road Widening Phase 2 project.

Project Complete



PROJECT: 272 BLUFF RD WIDENING PH. 2

Scope The proposed scope recommends a 5-lane (4 travel lanes with center turn lane) widened roadway with shared-use paths for bicyclists and pedestrians from National Guard Rd/Berea Rd to South Beltline Boulevard. The proposed 5-lane widened section will transition to the existing 4-lane divided roadway at South Beltline. The bicycle and pedestrian accommodations would terminate at South Beltline Boulevard.



SCDOT PIN P028861
Project Length 2.00 miles
District 10
Project Manager Raven Gambrell
Design Parrish and Partners, LLC

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2015)	Design (2040)
Bluff Road - Phase 2	22,600	29,800

ACCIDENT DATA – Jan 2011-Oct 2014 (3.8 years)

Project / Segment	Crashes	Notes
Bluff Road - Phase 2	281	53% rear-end crashes, 43% intersection-related, 4% other (1 fatality)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$16.7 million ¹ (\$9.2 million) ²	\$40.3 million
¹ Includes Phase 1 and Phase 2 project limits, ² Remaining value from Phase 1 construction	
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals	

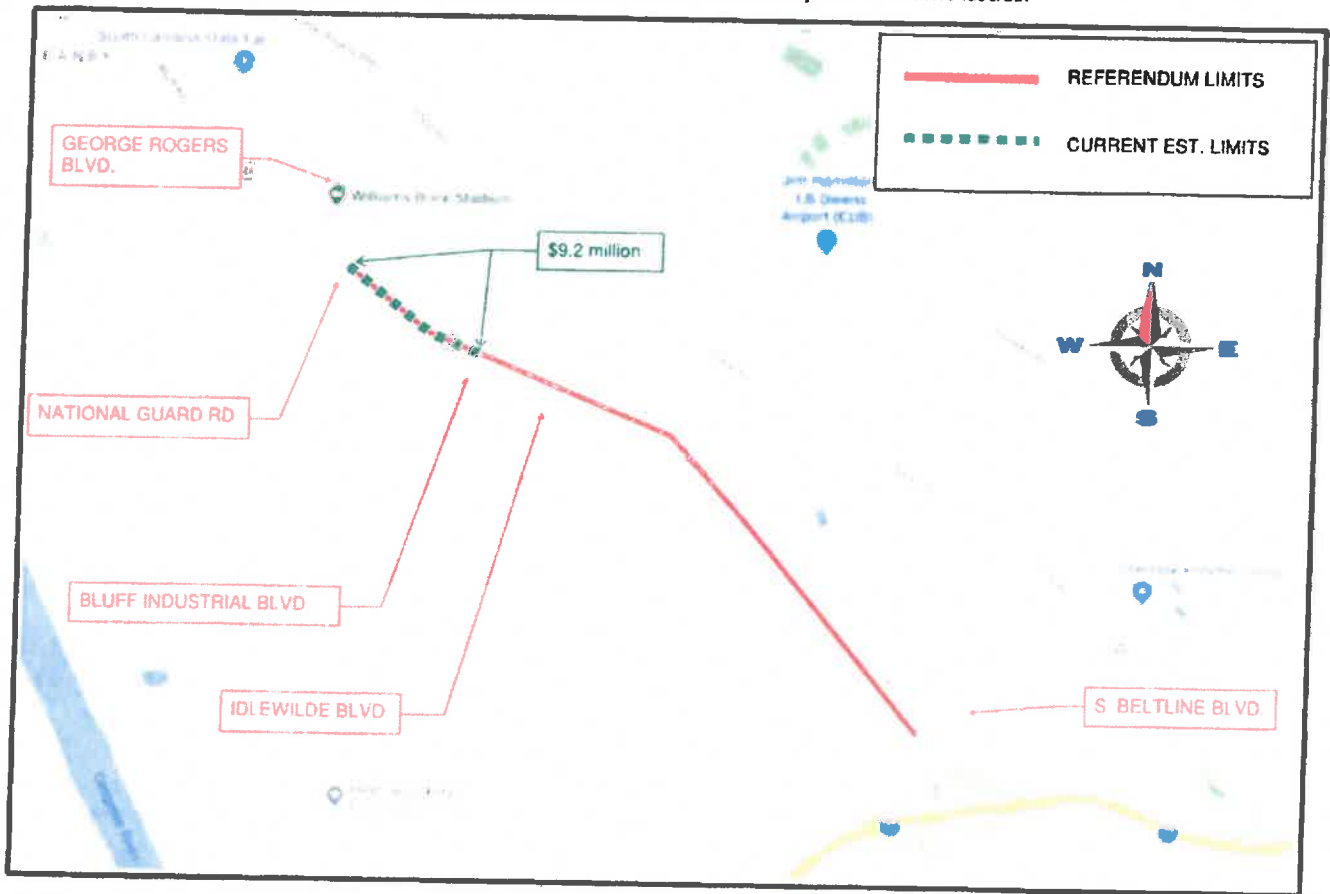
The proposed Bluff Road – Phase 2 improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Approximately 750 feet of grade change (approximately 5 – 7 feet vertically) along Bluff Rd crossing Gills Creek Tributary (full-depth reconstruction of pavement);
- (1) New, dual 8'x10' box culvert at Gills Creek Tributary (replaces existing box culvert);
- Approximate 350 feet (straight-line) relocation of Gills Creek Tributary (jurisdictional stream) requiring extensive permitting efforts and stream mitigation costs;
- Extensive drainage outfall design and construction (includes purchase of new right of way for outfall), south of Simmons St;
- Due to industrial character of the majority of project corridor, utility costs would be greater than typical.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 0.5 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at National Guard Road / Berea Road and ending at Bluff Industrial Boulevard – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed improvements would extend the existing roadway typical section, west of National Guard Road, to tie into the existing 4-lane typical section at Bluff Industrial Boulevard. Approximately 18% of accidents within the Bluff Road Widening corridor occurred at the Bluff Industrial Boulevard intersection; therefore, terminating improvements at this location is logical. The majority of the accidents at this location include rear-end and angle-type accidents, typical of intersection-related crashes. The proposed addition of a center median and improving sight distance issues would potentially assist with reducing crashes at this intersection. Coordination with SCDOT would also be required to justify the limited improvements and to verify that the reduced termini would not cause any undue traffic issues.

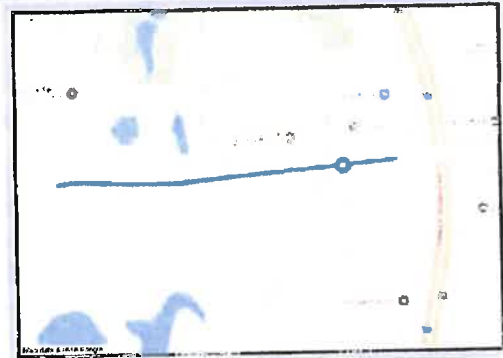


Bluff Road Widening – Phase 2 Project Map

Recommendation: As the existing corridor is a 4-lane roadway with left turn lanes at major intersections, this project would not improve traffic capacity or provide significant safety improvements. The improvements proposed by this project would consist of providing shared-use paths for bicycle and pedestrian access and improving the potential for overtopping at the Gills Creek Tributary crossing. Defer this project until other widenings are complete or additional funds are identified.

PROJECT: 273 BLYTHEWOOD RD WIDENING (SYRUP MILL ROAD TO I-77)

Scope The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) improvement from I-77 west to Syrup Mill Road. Provisions for bicycle and pedestrian accommodation are proposed through the construction of offset, shared-use paths. This project also includes the Phase 2 roundabout at the intersection of Community Rd and Cobblestone.



SCDOT PIN P030152
Project Length 0.80 miles
District 02
Project Manager Ben Lewis
Design Parrish & Partners, LLC

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2016)	Design (2041)
Blythewood Road (Syrup Mill to I-77)	11,000	15,200

ACCIDENT DATA – Jan 2013 – Dec 2015 (3.0 years)

Project / Segment	Crashes	Notes
Blythewood Road (Syrup Mill to I-77)	19	42% rear-end crashes, 37% intersection-related, 21% other (zero fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$8.0 million	\$10.4 million

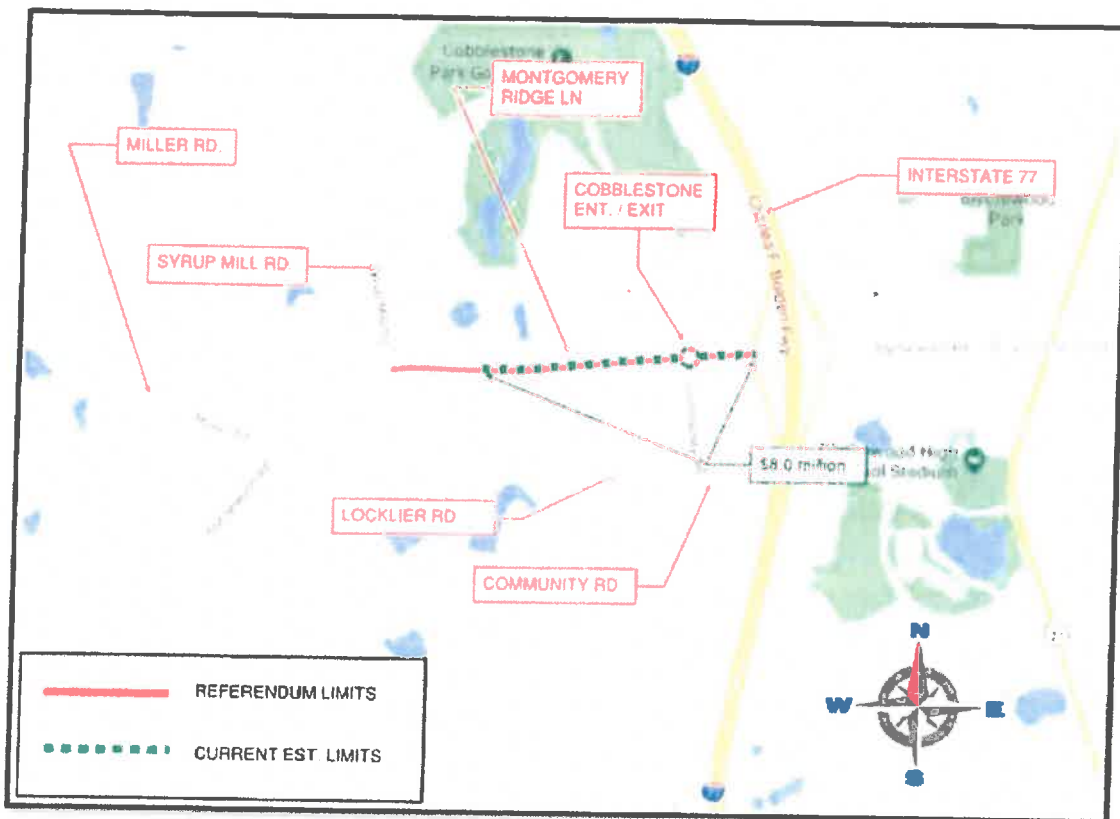
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

The proposed Blythewood Road improvements (I-77 to Syrup Mill Rd) are typical of a standard roadway widening project; therefore, significant increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. The project does include one design specific detail which affects the overall cost estimate increase for this project. The project includes a double-lane roundabout at the intersection of Cobblestone and Community Road. The proposed roundabout is actually specified as part of the future Blythewood Road Phase 2 improvements; however, included as part of the current widening. Approximately 80% of the accidents within the project corridor occur between I-77 southbound ramps and the intersection of Cobblestone and Community Road. The proposed roundabout to be constructed at this intersection is a documented intersection alternative to promote safety and speed reductions.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would also be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 0.6 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at the I-77 southbound exit / entrance ramps and extending westward along Blythewood Road to a point between Montgomery Ridge Lane and Syrup Mill Road, approximately 0.20 miles short of the referendum limits, while also retaining the proposed double-lane roundabout at the intersection of Cobblestone and Community Road – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed, reduced scope limits would require extensive and additional coordination with SCDOT as the project would not terminate at a logical termini (Syrup Mill Road). Per the previous traffic study conducted for this project, a 5-lane widening is necessary between I-77 and Syrup Mill Road to convey existing and future traffic volumes.



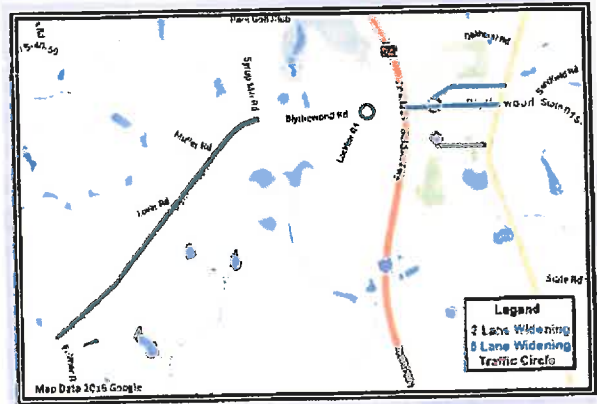
Blythewood Road Widening Project Map

Recommendation: Construct entire project as defined in referendum (I-77 to Syrup Mill Road). Design is complete through 70% construction plans and rights-of-way acquisitions are planned to begin in the 3rd quarter of 2018.

PROJECT: 274 BLYTHEWOOD ROAD WIDENING AND IMPROVEMENTS

Scope The proposed scope recommends the widening of Blythewood Rd from Fulmer to Syrup Mill Rd, McNulty Street improvements, the proposed Creech Connector, I-77 to Main St and a traffic circle at Blythewood Rd/Creech Rd (traffic circle at Blythewood Rd/Cobblestones to be completed with Phase 1).

Project Length
District 02



TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing	Design
Blythewood Road Alternative Projects	N/A	N/A

ACCIDENT DATA

Project / Segment	Crashes	Notes
Blythewood Road Alternative Projects	N/A	N/A

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$21.0 million	\$26.2 million
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals	

The Blythewood Road Widening & Improvements project includes (5) independent projects, of which, one has been incorporated into the Blythewood Road Widening project between I-77 and Syrup Mill Road (RPP Project No. 273, above). The improvements within the Town of Blythewood and surrounding areas, as part of this project, includes two widening corridors, a street-scaping project within town limits, a roadway extension on new location within town limits and a roundabout. No preliminary design or detailed evaluation has been conducted on these projects to-date. Upon initiation of design services, each project area will be evaluated in regards to traffic conditions (existing and future), accident data and proposed improvements and potential impacts.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be evaluated and reduced. For this project, the individual improvement areas would likely need prioritized in conjunction with the Town of Blythewood and in coordination with SCDOT. It is likely that one or more of the included projects would need to be removed in order to maintain the referendum constraints.

Recommendation: Initiate design studies for the four (4) remaining projects immediately. Upon development of more detailed cost estimates specific to each project and upon coordination with County, SCDOT and the Town of Blythewood, adjust the scope and scale of the projects accordingly.

PROJECT: 275 BROAD RIVER RD WIDENING

Scope The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) between Royal Tower Drive and Dutch Fork Road. Bicycle and pedestrian accommodations shall include on-street bike lanes and sidewalks.

SCDOT PIN P029344

Project Length 2.50 miles

District 01

Project Manager Ben Lewis

Design CECS, Inc.



The original referendum scope for this project included improvements along Broad River Road from Royal Tower Road to I-26 (at the Peak Exit). Upon holding a public meeting and evaluating the total cost for these project limits; County Council approved the revised (current) termini in March 2017 to terminate the improvements at Dutch Fork Road.

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2016)	Design (2043)
Broad River Road	22,300	34,200

ACCIDENT DATA – Jan 2013 – Dec 2015 (3.0 years) (Royal Tower to Dutch Fork)

Project / Segment	Crashes	Notes
Broad River Road	161	71% rear-end crashes, 21% intersection-related, 8% other (zero fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$29.0 million	\$39.7 million (Royal Tower to Dutch Fork)

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

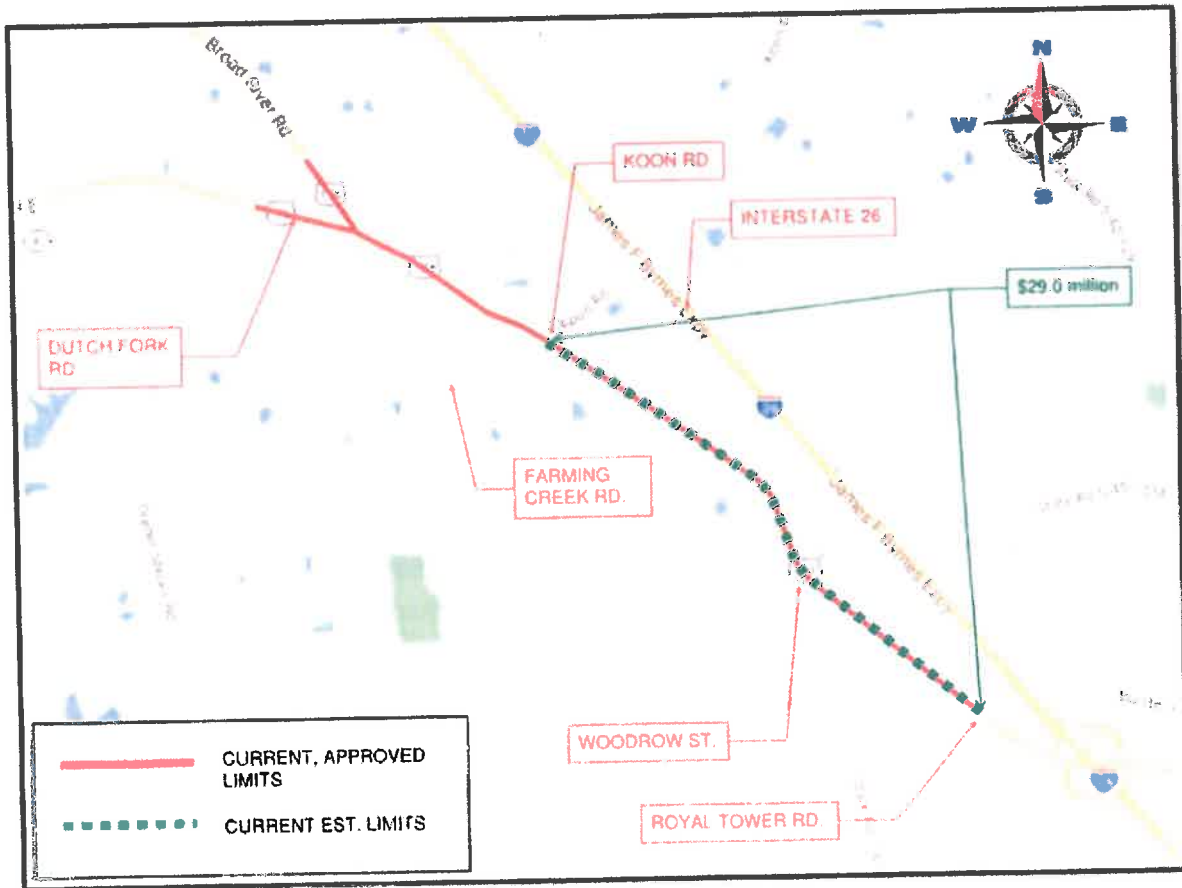
The proposed Broad River Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project, including the program-wide significant increases in construction costs. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- (1) 10'x10' box culvert extension (assumed at this time, further hydraulics study could reflect need for replacement or widening)
- Intersection realignment of Woodrow Street and Broad River Road;
- Alignment shifts / modifications along Broad River Road to correct sub-standard horizontal geometry;
- Improvements at the intersection of Broad River Road and Dutch Fork Road to include lane geometry and intersection alignment modifications;
- Potential City of Columbia 24 inch water line relocation;
- Potential retaining walls to reduce / eliminate impacts to adjacent properties.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.8 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening, beginning at Royal Tower Road (tying to existing 5-lane roadway section) and extending west to terminate at Koon Road - see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). Koon Road is a potential logical terminus as it is a collector roadway that distributes traffic onto / from Broad River Road. However, coordination with SCDOT would be required in order to evaluate and verify the reduced project limits would not cause any undue traffic issues.



Broad River Road Widening Project Map

Recommendation: Due to high volumes of existing and future traffic, construct the project from Royal Tower Road to Dutch Fork Road per the Council-approved action in March 2017.

PROJECT: 276 CLEMSON RD WIDENING

Scope The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) from Old Clemson Rd. to Sparkleberry Crossing with shared-use paths for bicyclists and pedestrians between Old Clemson Road and Chimneyridge Drive.

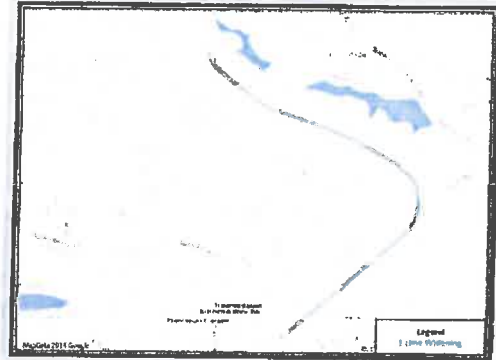
SCDOT PIN P028858

Project Length 1.90 miles

District 09, 10

Project Manager Raven Gambrell

Design Holt Consulting Company, LLC



TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2015)	Design (2040)
Clemson Road	23,900	34,700

ACCIDENT DATA – Jan 2011 – Oct 2014 (3.8 years)

Project / Segment	Crashes	Notes
Clemson Road	146	57% rear-end crashes, 34% intersection-related, 9% other (one fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$23.4 million	\$19.6 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

The project also includes outside funding through a TAP Grant (\$180 thousand) and Federal Safety Funds (\$800 thousand); therefore, the total cost for this project from referendum funding is approximately \$18.6 million.

Construct within Original Referendum Amount (Scenario 2): None

Recommendation: Roadway design services and rights-of-way acquisitions have been completed. City of Columbia waterline relocation design is underway and is the last remaining item to complete the project development. Construct entire project as defined in referendum.

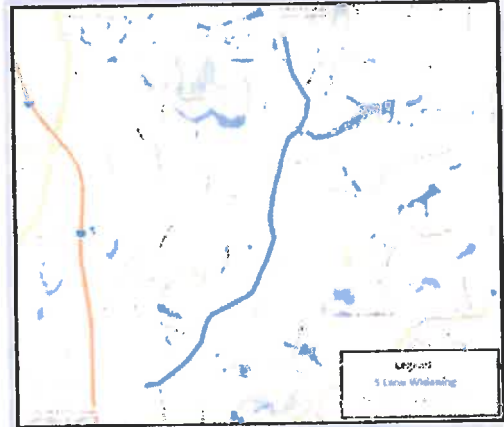
PROJECT: 277 HARDCRABBLE RD WIDENING

Scope The proposed scope includes widening Hard Scrabble Road to four travel lanes and adding a center merge/turn lane. The project will extend from Farrow Road to Kelly Mill Road. Sidewalks, bicycle lanes, and intersection improvements are included. The Richland Penny Program is funding \$29.86M for this project. SCDOT / COATS is funding \$8.4M for right-of-way and \$28.86M for construction as identified in the SCDOT STIP. This project is being managed by the South Carolina Department of Transportation (SCDOT).

Project Length 7.20 miles

District 02, 07, 08, 09

Project Manager SCDOT



Project under Construction, administered by SCDOT.

PROJECT: 278 LEESBURG ROAD WIDENING

Scope The proposed scope includes widening Leesburg Road to four travel lanes and adding a center merge/turn lane from approximately Fairmont Road to Lower Richland Boulevard. Sidewalks, shared-use lanes and intersection improvements are included. The Richland Penny Program is funding a total of \$4.0 million toward the construction of this project, estimated at \$31 million as identified in the SCDOT STIP. This project is being developed and managed by the South Carolina Department of Transportation.

Project Length 3.72 miles
District 10, 11



Rights-of-way acquisitions are underway with construction scheduled to begin in 2019. Project administered by SCDOT.

PROJECT: 279 LOWER RICHLAND BLVD WIDENING (RABBIT RUN RD TO GARNERS FERRY RD)

Scope The proposed scope recommends a 5-lane section (4 travel lanes and a center turn lane) between Rabbit Run and Garners Ferry Road.
Project Length 0.55 miles
District 11



TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2016)	Design (2043)
Lower Richland Boulevard	2,100 ¹	4,000 ²

¹Per SCDOT 2016 ADT data, ²Assumed 3.0% growth rate

ACCIDENT DATA - Jan 2011-Apr 2014 (3.25 years)

Project / Segment	Crashes	Notes
Lower Richland Boulevard	20	40% rear-end crashes, 40% intersection-related, 20% other (zero fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$6.1 million	\$7.0 million

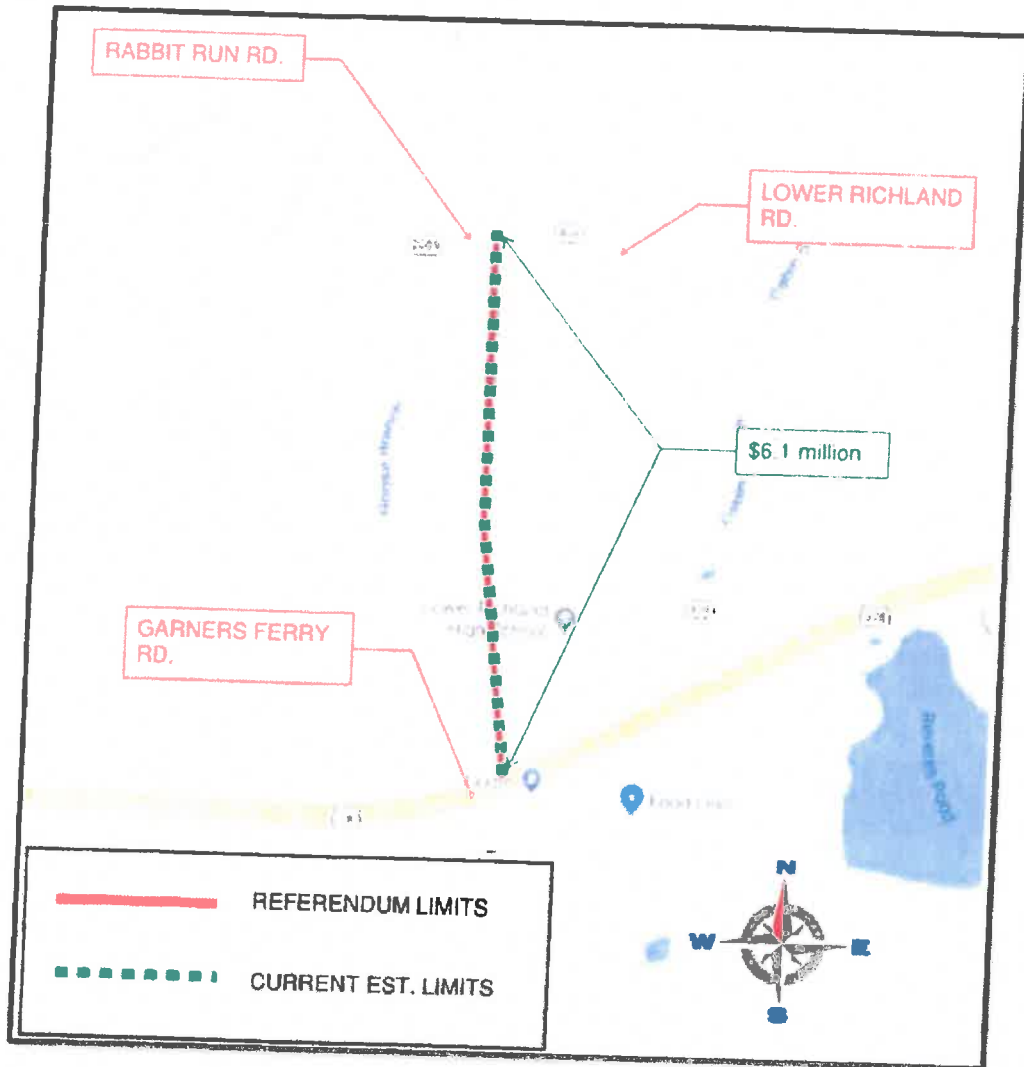
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

Preliminary design has not begun on the Lower Richland Boulevard project; however, review of the proposed project scope and physical observation of existing conditions, the proposed Lower Richland Boulevard improvements are typical of a standard roadway widening project; therefore, the program-wide increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. No design-specific details have been identified to-date that would reflect significant increases in project cost.

The 5-lane typical section would address the rear-end and intersection-related crashes that are evident within this corridor. The addition of the center median would allow storage for left-turning vehicles while maintaining traffic flow for through movements.

Construct within Original Referendum Amount (Scenario 2):

Due to the fact the current estimate is preliminary, with no design having been started and is relatively close to the referendum amount, it is likely that the final cost will be even closer to the referendum amount.

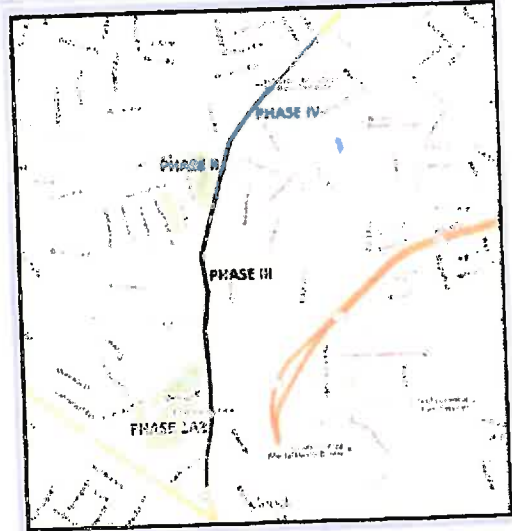


Lower Richland Boulevard Widening Project Map

Recommendation: Construct entire project as defined in referendum (Rabbit Run Road to Garners Ferry Road). Initiate design studies immediately.

PROJECT: 280 NORTH MAIN STREET (PHASES IA2 & III; II & IV) WIDENING

Scope The proposed scope recommends improving the existing deteriorating roadway surface by repaving, improving roadway aesthetics by using imprinted and textured pavement stamping for designated crosswalks and landscape improvements where appropriate, improving night safety with street lighting, and improving pedestrian routes and crosswalks. Other proposed improvements include relocating overhead utilities to underground. In addition to the \$30M in funding from the Richland Transportation Penny program, this project is also being funded with a \$16.65M Tiger Grant, a \$1.3M Federal Earmark and \$5.4M from the City of Columbia for water and sewer work.



- Project Length** 1.70 miles
- District** 04
- Project Manager** Kevin Sheppard
- Design** (Managed by City of Columbia)
- Construction** LJ Construction Inc

Construct within Original Referendum Amount (Scenario 2): None

Project under Construction.



The proposed Pineview Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- (2) Railroad Crossings – Norfolk/Southern and CSX;
- (1) New, flat slab 2-lane bridge crossing Reeder Point Branch;
- Overlay, rehabilitation of existing flat slab, 2-lane bridge;
- (1) Extension of existing triple box culvert & widening to provide new 8'x6' section;
- (1) Extension of existing 9'x7' double box culvert;
- (1) Extension of existing 10'x10' box culvert'
- Extensive improvements at the Pineview Road / Garners Ferry Road intersection to include the addition of dual, left turns and dedicated right turning lanes.

Construct within Original Referendum Amount (Scenario 2):

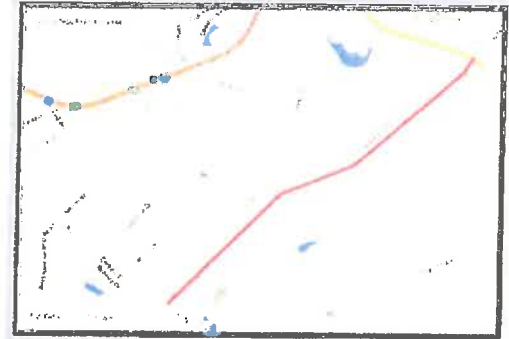
Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.3 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening from just east of the Norfolk-Southern Railroad crossing to Garners Ferry Rd, to include the necessary geometric improvements at the intersection – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The area of improvements reflective of the reduced scope is indicative of the highest traffic volumes and incidence of accidents. Roadway widening projects typically terminate at crossing routes that are traffic generators (ie: Shop Rd); therefore, coordination with SCDOT would be required to justify the limited improvements and to verify that the reduced termini would not cause any undue traffic issues. It is likely SCDOT would not be supportive of this alternative due to limited benefits.

It should also be noted that the current design for Pineview Road assumes that Shop Road Extension – Phase 2 will be developed and constructed in the period between the Pineview Road opening year and design year. The project traffic analysis reflects a reduction in average daily traffic (ADT) between Shop Road and Garners Ferry Road upon the completion of Shop Road Extension – Phase 2. This reduction reflects traffic volumes less than current values (based on 2015 traffic counts); therefore, should Shop Road Extension – Phase 2 be developed and constructed, corridor improvements along Pineview Road may not be necessary.

PROJECT: 281 PINEVIEW RD WIDENING

Scope The proposed scope recommends to retain the existing 2-lane roadway from Bluff Road to Metal Park Drive while providing for bicycle and pedestrian accommodations through the use of an offset shared-use path along one side of the road. Widening of Pineview Road to provide a turn lane at Bluff Road will also be provided. A 3-lane roadway (1 travel lane in each direction with a center turn lane) is to be provided from Metal Park Drive to Shop Road. A 5-lane (4 travel lanes with a center turn lane) roadway is proposed from Shop Road to Garners Ferry Road. These improvements will accommodate bicyclists through the use of 4 foot on-street bike lanes while providing for pedestrians through the use of 5 foot sidewalks constructed behind the curb.



SCDOT PIN P029306
Project Length 2.90 miles
District 10, 11
Project Manager Ben Lewis
Design CECS

The original referendum scope for this project included widening of Pineview Road to a 3-lane section between Bluff Road and Shop Road, and a 5-lane section between Shop Road and Garners Ferry Road. Upon holding a public meeting and receiving public comments against the 3-lane section; County Council approved the revised (current) scope in May 2016 to revised the typical section between Bluff Road and Shop Road to construct intersection improvements at Bluff Road and a shared use path, only, to Shop Road. Between Metal Park Road and Shop Road a 3-lane section is still proposed due to the industrial nature of adjacent development and majority of accidents within this area.

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2015)	Design (2041)
Pineview Road		
Bluff to Shop	3,400	4,700
Shop to Garners Ferry	16,700	16,000 ¹
Shop to Garners Ferry	16,700	24,000 ²

¹ Assumes construction of Shop Rd Ext. Phase 2, ² Assumes no development of Shop Ext Phase 2

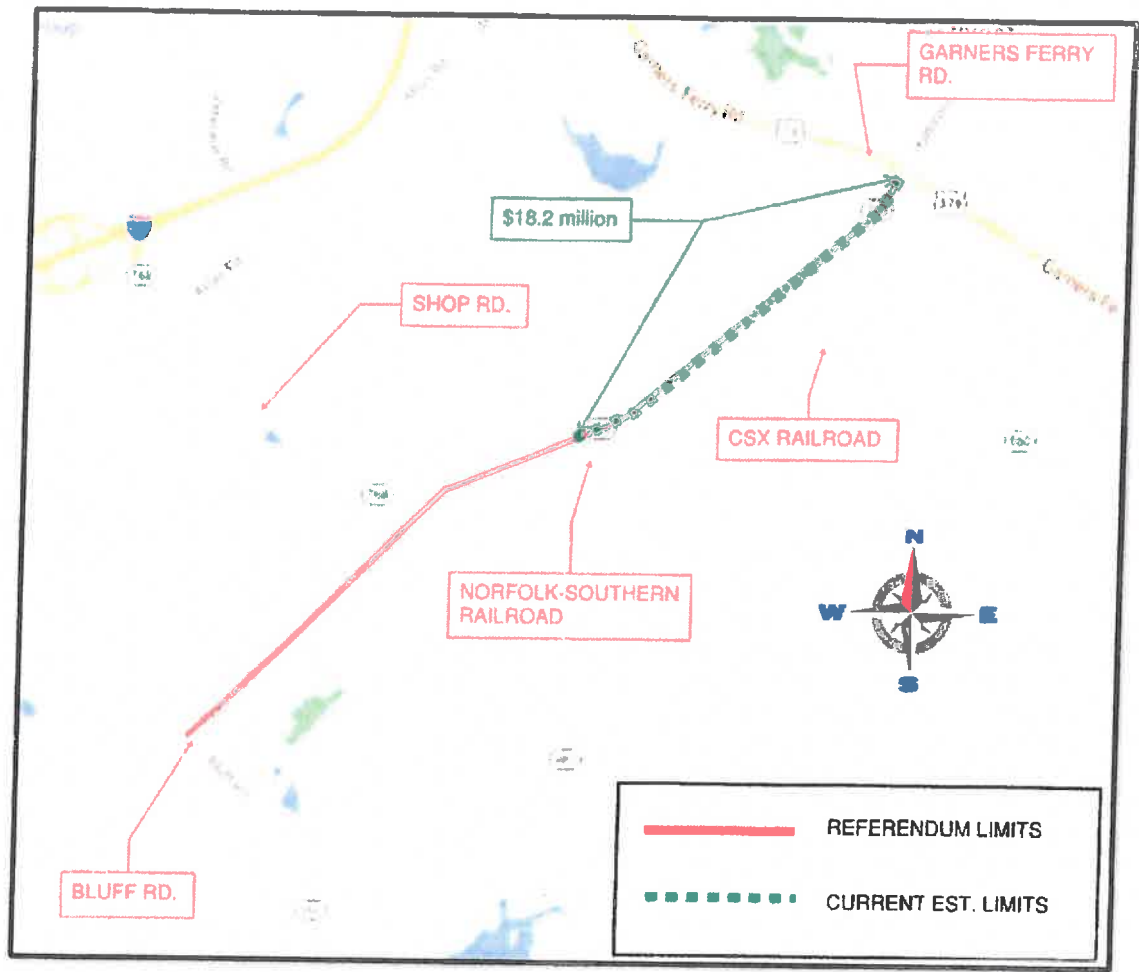
ACCIDENT DATA – Jan 2011 – Nov 2013 (2.9 years)

Project / Segment	Crashes	Notes
Pineview Road	61	49% rear-end crashes, 21% intersection-related, 30% other (1 fatality)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$18.2 million	\$40.0 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals



Pineview Road Widening Project Map

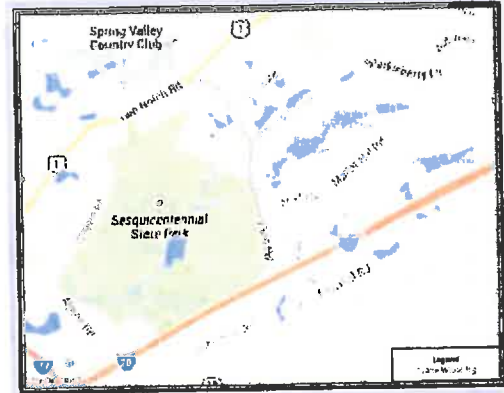
Recommendation: Due to the fact that traffic volumes are projected to actually decrease with the construction of Shop Road Extension Phase 2, defer this project until other widenings are complete or additional funding is identified.

PROJECT: 282 POLO RD WIDENING

Scope The proposed scope recommends a 3-lane (2 lanes with center turn lane) widened roadway from Two Notch Road to Mallet Hill Road. These improvements will accommodate bicyclists through the use of 4 foot on-street bike lanes and provide for pedestrians through the use of 5 foot sidewalks constructed behind the curb.

Project Length 1.90 miles

District 08, 09, 10



TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2016)	Design (2044)
Polo Road	8,300 ¹	12,600 ²

¹Per SCDOT 2016 ADT data, ²Assumed 2.0% growth rate

ACCIDENT DATA – Jan 2011 – Nov 2013 (2.9 years)

Project / Segment	Crashes	Notes
Polo Road	17	35% rear-end crashes, 29% intersection-related, 36% other (zero fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$12.8 million	\$16.0 million

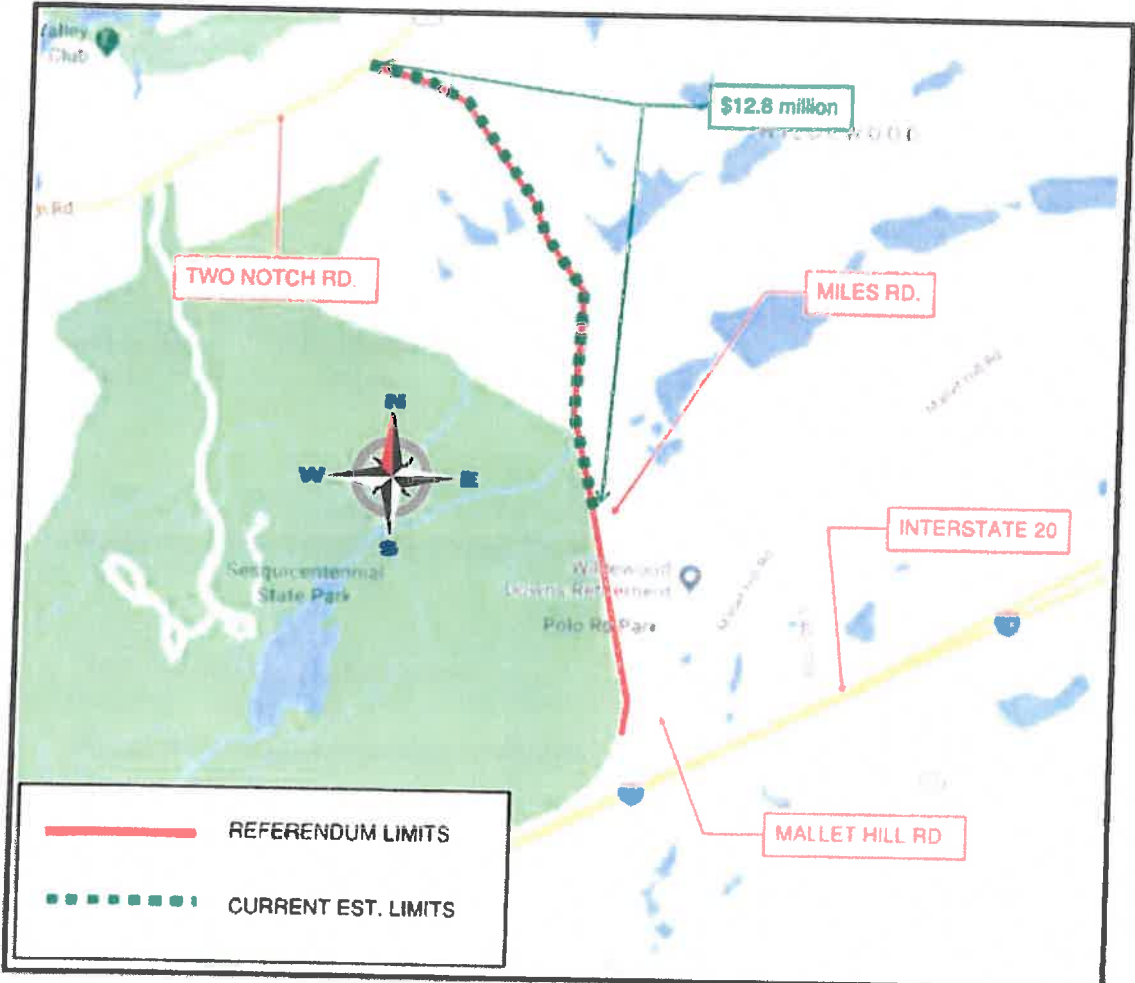
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

Preliminary design has not begun on the Polo Road project; however, review of the proposed project scope and physical observation of existing conditions, the proposed improvements are typical of a standard roadway widening project; therefore, the program-wide increases in construction costs can be attributed as the reason for the difference between the 2012 referendum and current cost estimate (2017) values. No major design-specific details have been identified to-date that would reflect significant increases in project cost. The project would include intersection improvements at certain side roads and termini, specific to lane storage and dedicated turning lanes. The corridor includes a large concentration of residential development, some of which could be affected by the proposed improvements.

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.5 miles, less than a half-mile short of the proposed referendum limits.

The recommended limits of improvements, per the reduced scope, would assume a 3-lane widening beginning at the intersection with Two Notch Road and extending south along Polo Road, terminating at the intersection with Miles Road (these limits could also be affected by the final determination of hydraulic requirements at the existing stream crossings). Two Notch Road is a major arterial; therefore, a practical location for the project termini – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The reduced limits would require coordination with SCDOT to study the associated traffic impacts to the remaining portion of Polo Road.

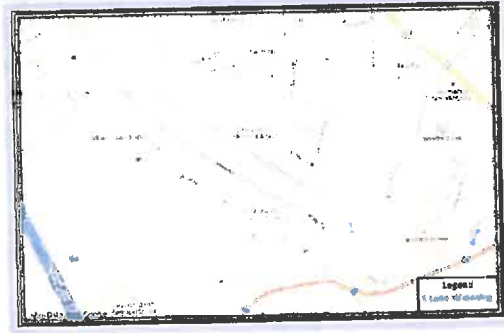


Polo Road Widening Project Map

Recommendation: Construct entire project as defined in referendum from Two Notch Road to Mallet Hill Road. Initiate design studies immediately.

PROJECT: 283 SHOP RD WIDENING

Scope The proposed scope recommends a 5-lane (4 travel lanes with a center turn lane) widened roadway with offset, shared use paths along both sides of the road (for bicycle and pedestrian accommodations) on Shop Road from George Rogers Boulevard to South Beltline Boulevard. The project will include an intersection realignment and reconstruction at George Rogers Blvd.



SCDOT PIN P028862
Project Length 2.50 miles
District 10
Project Manager Ben Lewis
Design Mead & Hunt

TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2015)	Design (2042)
Shop Road	15,000	19,500

ACCIDENT DATA – Jan 2011 – Oct 2014 (3.8 years)

Project / Segment	Crashes	Notes
Shop Road	82	46% rear-end crashes, 25% intersection-related, 29% other (2 fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$33.1 million	\$60.2 million
Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals	

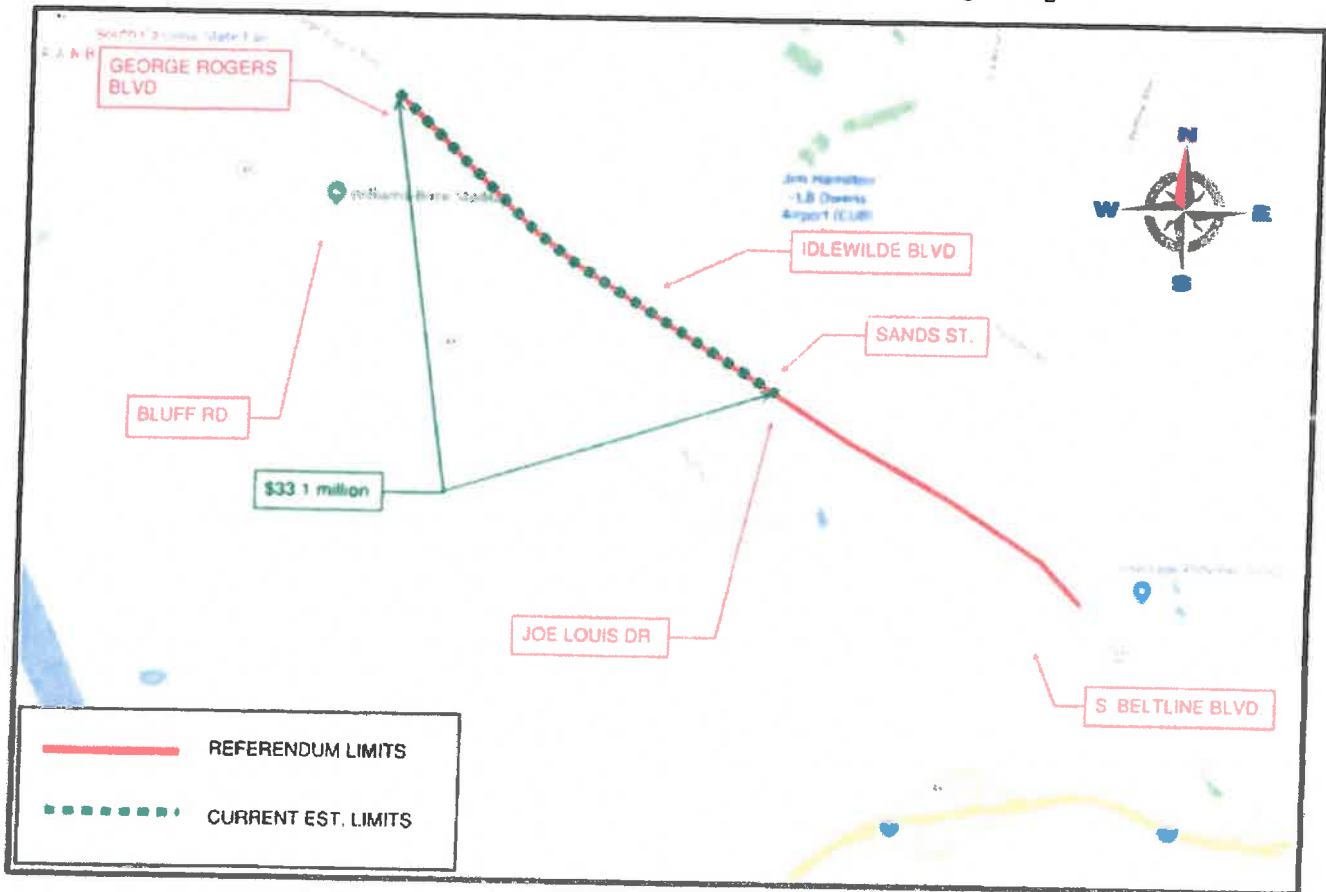
The proposed Shop Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Intersection realignment / reconfiguration of Shop Road / George Rogers Boulevard / S. Assembly Street
- (2) Railroad Crossings – Norfolk / Southern crossings
- Potential (3) commercial and (3) residential relocations
- Potential relocation of (2) waterlines from under existing pavement, including a City of Columbia water pump station
- Potential relocation of major data and communication hubs that service fairgrounds, SCETV building and Williams-Brice stadium
- Reconstruction of approx. 2,300 feet of drainage outfall (closed system) and acquisition of new right-of-way for outfall (under-sized existing system)

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.4 miles.

The recommended limits of improvements per the reduced scope would assume a 5-lane widening beginning at George Rogers Boulevard (including the realignment / reconfiguration of the intersection) and terminating at Sands Street, just east of the Little Camden neighborhood – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The reduced limits would eliminate one railroad crossing, potential wetland impacts crossing the existing culvert and associated right of way impacts to the developed properties east of the proposed termini. Extensive and additional coordination with SCDOT would be required in order to evaluate and justify the proposed termini and any associated traffic impacts relative to the design change.



Shop Road Widening Project Map

Recommendation: Construct entire project as defined in referendum from George Rogers Boulevard to S. Beltline Boulevard.

PROJECT: 284 SPEARS CREEK CHURCH RD WIDENING

Scope The proposed scope recommends a 5-lane (4 travel lanes and a center turn lane) section to accommodate the traffic between Two Notch Road and Percival Road.

Project Length 2.54 miles

District 09, 10



TRAFFIC DATA – Average Daily Traffic (ADT)

Project / Segment	Existing (2016)	Design (2041)
Spears Creek Church Road	10,400 ¹	21,800 ²

¹Per SCDOT 2016 ADT data, ²Assumed 3.0% growth rate

ACCIDENT DATA – Jan 2011 – Apr 2014 (3.25 years)

Project / Segment	Crashes	Notes
Spears Creek Church Road	85	52% rear-end crashes, 21% intersection-related, 27% other (zero fatalities)

PROJECT COSTS

Referendum Total (2012)	Current Estimate (2017 Q4 Estimate)
\$26.6 million	\$49.5 million

Costs include all Engineering & Environmental, R/W, Utilities, Construction & CE&I estimates / actuals

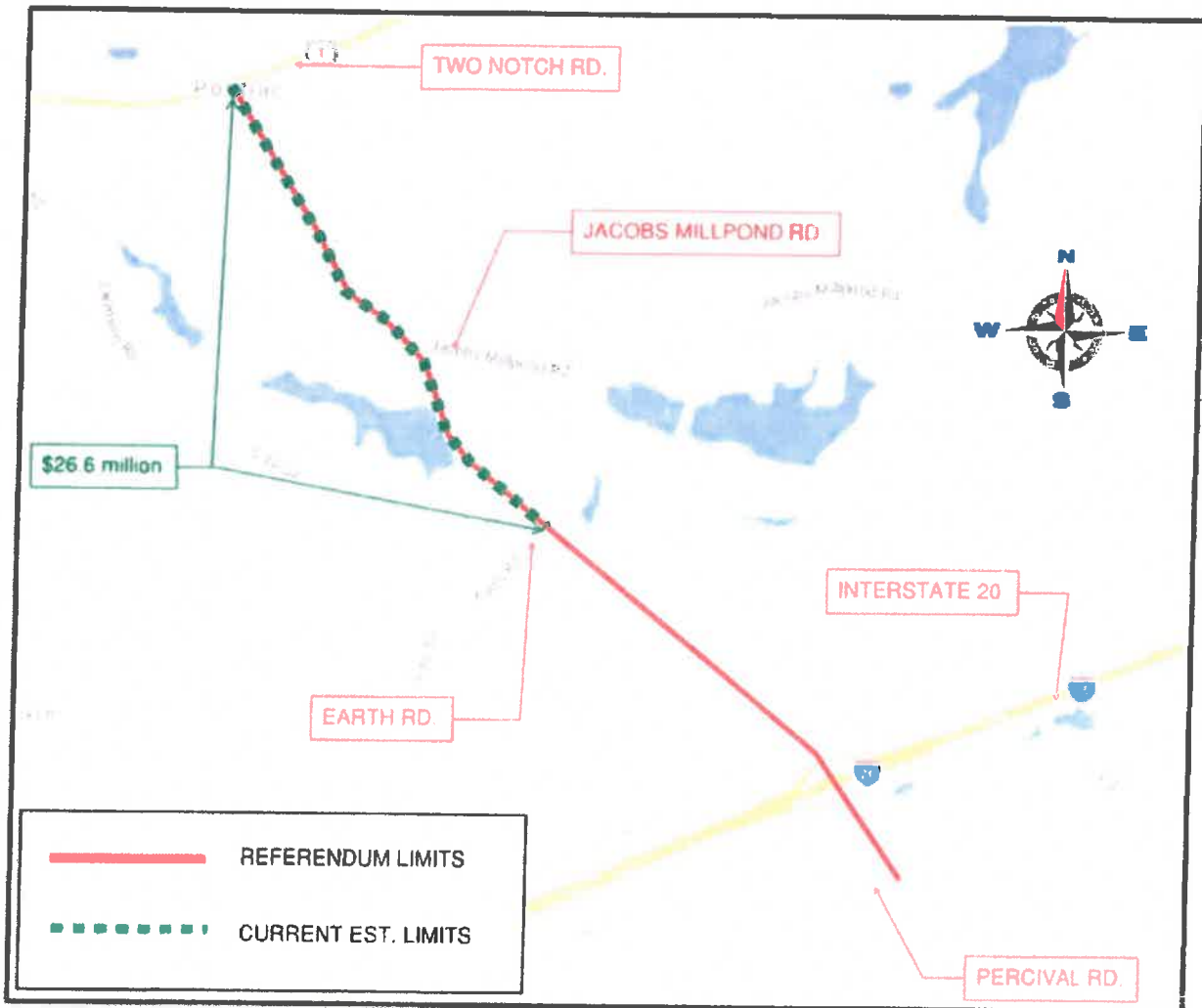
Preliminary design has not begun on the Spears Creek Church Road project; however, review of the proposed project scope and physical observation of existing conditions, the proposed Spears Creek Church Road improvements include multiple project and design-specific details that affect the overall cost estimate increase for this project. These items include the following (which were not included in the original cost-per-mile method for attaining the referendum values);

- Widening or replacement of bridge over I-20 (existing 2-lane bridge);
- Potential median widening of I-20 (for bridge widening pier protection);
- Potential alignment modifications to interstate exit / entrance ramps in order to provide adequate storage;
- Potential culvert replacement and / or raising of profile grade at Walden Pond outfall;
- Potential intersection improvements at Two Notch Rd and Percival Rd (addition of turn lanes; widening of Percival at intersection to provide 3-lane section);
- Potential intersection realignment of Jacobs Millpond Road to correct sub-standard geometry

Construct within Original Referendum Amount (Scenario 2):

Assuming the referendum value (2012) is to be maintained for this project; the scale and scope of improvements would need to be reduced. Utilizing current construction costs, detailed cost estimates and knowledge of project-specific issues, the proposed improvements would likely be reduced to approximately 1.3 miles.

The recommended limits of improvements, per the reduced scope, would assume a 5-lane widening beginning at the intersection with Two Notch Road and extending south along Spears Creek Church Road, terminating at the intersection with Earth Road. This portion of the corridor is the most congested with adjacent development and thus would address existing safety issues. Two Notch Road is a major arterial; therefore, a practical location for the project termini – see map below for project limits based on referendum value (2012) and potential scope reduction per current estimate (2017). The proposed, reduced scope limits would eliminate any work on the existing bridge over I-20 or the potential for any needed improvements along the interstate or ramps, both of which would be costly and time consuming. The reduced limits would require extensive coordination with SCDOT to study the associated traffic impacts to the remaining portion of Spears Creek Church Road.



Spears Creek Church Road Widening Project Map

Recommendation: Construct the project from Two Notch Road to the I-20 ramps, terminating the project on the north side of the interstate. This reduction in scope removes I-20 bridge widening / replacement and potential interstate and ramp improvements for a savings of approximately \$13.5 million from the current estimate of \$49.5 million. Initiate design studies immediately.

A RESOLUTION

A RESOLUTION RELATING TO THE RELEASE FROM ESCROW OF PROCEEDS OF \$250,000,000 GENERAL OBLIGATION BOND ANTICIPATION NOTES (SALES AND USE TAX) SERIES 2018

WHEREAS, pursuant to South Carolina law and Ordinance No. 039-12 enacted by the County Council (the "Council") of Richland County, South Carolina (the "County") on July 18, 2012 and a successful referendum, the County imposed a one cent transportation sales and use tax (the "Penny Sales Tax"); and

WHEREAS, pursuant to South Carolina law and Ordinance No. 057-17 duly enacted by the Council on December 12, 2017 (the "Ordinance"), on February 28, 2018, the County issued its \$250,000,000 General Obligation Bond Anticipation Notes (Sales and Use Tax) Series 2018 (the "Notes"); and

WHEREAS, pursuant to the Ordinance, "The proceeds of the Notes after payment of costs of issuance shall be held by the County Treasurer in a separate account and shall not be expended until such time as County Council adopts a resolution authorizing the release and expenditure of the Notes proceeds"; and

WHEREAS, the action taken by Council as referenced above was necessitated by the fact that at the time of the enactment of the Ordinance and the issuance of the Notes, a Supreme Court ruling was pending in the case of *Richland County, South Carolina vs. The South Carolina Department of Revenue and Richard Reams, III in his official capacity as its Director, Case No. 2016-CP-40-3102*; and

WHEREAS, on March 7, 2018, the Opinion of the Supreme Court (the "Opinion") was filed in the above-referenced matter; and

WHEREAS, on remand from the Supreme Court, the Circuit Court in the above-referenced action filed an Order on April 12, 2018, which among other things approved guidelines related to the proper expenditure of revenue received from the Penny Sales Tax (the "Guidelines").

WHEREAS, Council has now been advised that the legal issues relating to the expenditure of the Notes proceeds have been resolved by the terms of the Opinion and the Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Richland County, South Carolina:

Section 1. The Council, by adoption of this Resolution, hereby releases from escrow the proceeds of the Notes.

Section 2. In addition to other provisions in the Ordinance, the proceeds of the Notes will only be spent in a manner consistent with the Opinion, the Guidelines and a legally-authorized annual budget presented by the County Administrator and approved by County Council pursuant to Ordinance No. 039-12HR which imposed the Penny Sales Tax.

Adopted this ____ day of _____, 2018.

RICHLAND COUNTY, SOUTH CAROLINA

By: _____
Joyce Dickerson, Chair
Richland County Council

(SEAL)

ATTEST THIS ____ DAY OF

_____, 2018:

Kimberly Roberts, Clerk to Council

RICHLAND COUNTY ATTORNEY'S OFFICE

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



REQUEST OF ACTION

Subject: FY18 - District 1 Hospitality Tax Allocations

A. Purpose

County Council is being requested to approve a total allocation of **\$15,000** for District 1.

B. Background / Discussion

For the current Fiscal Year (2018-2019), County Council approved designating the Hospitality Discretionary account funding totaling \$164,850.00 for each district Council member as list below:

Motion List for FY18: Hospitality Tax discretionary account guidelines are as follows: (a) Establish a H-Tax discretionary account for each Council District; (b) Fund the account at the amount of \$164,850.00; (c) Council members will recommend Agencies to be funded by their allocation. Agencies and projects must meet all of the requirements in order to be eligible to receive H-Tax funds; (d) All Council recommendation for appropriations of allocations to Agencies after the beginning of the fiscal year will still be required to be taken back to Council for approval by the full Council prior to the commitment of funding. This would only require one vote.

Pursuant to Budget Memorandum 2017-1 each district Council member was approved \$164,850.00 to allocate funds to Hospitality Tax eligible organizations of their own discretion. As it relates to this request, District 1 H-Tax discretionary account breakdown and its potential impact is listed below:

<u>Initial Discretionary Account Funding</u>	<u>\$164,850</u>
Amount Previously Allocated	\$ 75,000
<u>Remaining Balance</u>	<u>\$ 89,850</u>
Town of Irmo – Okra Strut	\$ 15,000
Special Olympics	\$ 10,000
Columbia City Ballet	\$ 5,000
Harbison Theatre	\$ 10,000
<u>Total</u>	<u>\$ 40,000</u>
<u>Remaining Balance</u>	<u>\$ 49,850</u>

C. Legislative / Chronological History

- 2nd Reading of the Budget – May 25, 2017

D. Alternatives

1. Consider the request and approve the allocation.

2. Consider the request and do not approve the allocation.

E. Final Recommendation

Staff does not have a recommendation regarding this as it is a financial policy decision of County Council. The funding is available to cover the request. Staff will proceed as directed.